

ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

H ERLE SCHAFFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

538

0-2

FINANCING STATEMENT FORM UCC-1 538 PAGE 01

Identifying File No. 276338

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 2-6-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Orson's Meats
Address 8207-09 Cloverleaf Drive, Millersville, Md. 21108

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) 1870-1 Scale

RECORD FEE 11.00
#382020 0777 R02 T10:52
02/10/89

CK

CONDITIONAL SALES CONTRACT

Annapolis # 181133

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)

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

Orson's Meats
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION

(Signature of Secured Party)

Jessie E. Lassiter
Type or Print Above Signature on Above Line

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 229615

RECORDED IN LIBER 418 FOLIO 524 ON 11/23/79 (DATE)

1. DEBTOR

Name Tobin Corporation T/A Jerman's Feed and Hardware
Address Rt. #175 at Claffy Avenue, Gambrills, Maryland 21054

2. SECURED PARTY

Name Glidden Coatings & Resins, Division SCM Corporation
Address 3rd & Bern Streets, Reading, PA 19603

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

RECORD FEE 10.00
POSTAGE .50
#382090 C777 R02 T11:09
02/10/89

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 12/8/88

W.H. Gottschall; ACM
(Signature of Secured Party)
William H. Gottschall—Area Credit Manager
Type or Print Above Name on Above Line

1050

CK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 **538** PAGE **03** Identifying File No. **276339**

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. <input type="checkbox"/> Not subject to recordation tax.	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 Baltimore Federal Financial, F.S.A.
 Address 300 East Lombard Street, Baltimore, Maryland 21202

2. SECURED PARTY

Name Federal Home Loan Bank of Atlanta
 Address P.O. Box 105565, Atlanta, Georgia 30348

Attention: David Begley
 Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE **CK 11.00**
 POSTAGE **.50**
 #382110 0777 R02 T11:10
 02/10/89

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 incorporated herein by reference.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Baltimore Federal Financial, F.S.A.

By: *Edmond J. Fick*
 (Signature of Debtor)

Edmond J. Fick, President
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Federal Home Loan Bank of Atlanta

By: *William C. Buss*
 (Signature of Secured Party)

William C. Buss, Assistant Vice President

 Type or Print Above Signature on Above Line

11.50

EXHIBIT A

BOOK 538 PAGE 04

Every mortgage loan and every other security instrument covering real estate, whether now owned or hereafter acquired by the Debtor, and the note, notes, or other primary obligations accompanying or described in such mortgages or other instruments and all goods, equipment, fixtures, personal property, documents, instruments, general intangibles, chattel paper and accounts of the Debtor, whether now owned or hereafter acquired by the Debtor, and all money due or to become due thereon including interest, together with any and all indebtedness secured by said respective instruments, including the proceeds of all the above.

BOOK 538 PAGE 05

276310

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax in the amount of \$ _____
- To be recorded in Land Records
- To be recorded in Chattel/-Financing Records.
- To be recorded in Dept. of Assessment & Taxation

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code: Eckert Instrument Company

1. DEBTOR: _____ (Name or Names - Last Name First)
109 Pinecrest Dr., Annapolis, Md. 21403 (Address)

2. SECURED PARTY: MADISON BANK OF MARYLAND
8677 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property in which Debtor grants a security interest to the Secured Party (check the lines which apply):

Equipment. The Debtor's equipment of the following Description:

CK RECORD FEE 11.00
POSTAGE .50
#382290 C777 R02 T11:36
02/10/89

and all increases, substitutions, replacements, additions and accessions thereto, and all proceeds of the foregoing of every type.

Inventory. 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.

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

Furniture, Fixtures, Equipment and Supplies. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds, and insurance proceeds.

Other.

4. Proceeds of collateral are covered hereunder: YES NO

5. Products of collateral are covered hereunder: YES NO

6. Filed with: _____

7. RETURN TO: MADISON BANK OF MARYLAND

Dated this 12th day of January, 19 89.

DEBTOR: Eckert Instrument Company By: Hugh R. Eckert
(Name)
Hugh R. Eckert, President
(Title)

SECURED PARTY: MADISON BANK OF MARYLAND
BY: Gene A. King
(Name)
ASSISTANT U-P.
(Title)

1150

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

No. of Additional Sheets Presented:

1. Debtor(s) (Last Name First) and Address(es):
Windsor Shirt Company
550 S. Henderson Road
King of Prussia, PA 19406

2. Secured Party(ies) Name(s) and Address(es):
Fidelcor Serivces Inc.
255 Business Center Dirve
Suite 250
Horsham, Pa 19044

3. The Debtor is a transmitting utility.

4. For Filing Officer, Date, Time, No. Filing Office
RECORD FEE 10.00
POSTAGE .50
#382070 CTTT R02 T11:08
526-507 02/10/89

5 This statement refers to original Financing Statement No. 280640-0237 filed (date) 5-12-88 with Anne Mundel Cty/MD

- A Continuation The original Financing Statement bearing the above file number is still effective.
- B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)

This is to amend the Lesse's address to read 601 S. Henderson Road, King o Prussia, PA 19406, instead of 550 S. Henderson Road, King of Prussia, PA 19406

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

**Exempt from Recordation Tax - This filing is to publicize a lease of goods or fixtures, provided that the security agreement states on its face that it does not create a security interest.
01174-00007

Windsor Shirt Company
By [Signature] Signature(s) of Debtor(s) (only on amendment)

Fidelcor Serivces Inc.
By [Signature] 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

276342

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)	2 Secured Party(ies) Name(s) and Address(es)		4 For Filing Officer Date, Time No Filing Office
STULTZ JR JERRY THOMPSON WENDY RIDGEWOOD MHP HANOVER MD 21076	EASTERN HOMES, INC. 8291 WASHINGTON BLVD. JESSUP, MD 20794		RECORD FEE CK 12.00 #382010 0777 R02 T10:52 02/10/89
5 This Financing Statement covers the following types (or items) of property		6 Assignee(s) of Secured Party and Address(es)	
1989 HUNTINGTON SERIAL # 8528GA 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		PEBBLE CREEK 14 X 64 AND INCLUDING ALL FURNITURE, FIXTURES, GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194	
8 Describe Real Estate Here:	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records:	9 Name of a Record Owner	<input type="checkbox"/> The described crops are growing or to be grown on.* <input type="checkbox"/> The described goods are or are to be affixed to.* <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on.* *(Describe Real Estate in Item 8.)
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)			11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State			<input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).
By STULTZ JR JERRY THOMPSON WENDY EASTERN HOMES, INC.			
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	
(1) Filing Officer Copy - Numerical		Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
(3/83)	STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania		

BOOK 538 PAGE 09

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

3. Maturity date (if any): 0399640-000

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

Jeff's Auto Parts, Inc.
8052 Fort Smallwood Road
Baltimore, MD 21226

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

TSC Leasing Corporation
444 Earhart Way
Livermore, CA 94550

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 23122 514-284
Filed with County of Baltimore Date Filed 7/8/ 19 87

RECORD FEE 10.00
POSTAGE .50
#381090 0777 702 109:28
7/10/89

- 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. All Collateral on Original Financing Statement
Send Acknowledgement to Assignee:
Wells Fargo Leasing Corporation
101 California Street
Suite 2800
San Francisco, CA 94111

No. of additional Sheets presented:

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

TSC Leasing Corporation
By: _____
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy — Alphabetical

STATE OF MARYLAND
FINANCING STATEMENT

BOOK 538 PAGE 10
FORM UCC-1

Identifying File No. 276343

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

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

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

This financing statement Dated February 3, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EARL C. HARGROVE, JR.
Address 571 West Bay Front Road, Lothian, Maryland 20711

2. SECURED PARTY

Name THE FIRST NATIONAL BANK OF MARYLAND
Address 25 South Charles Street, Baltimore, Maryland 21201
Patrick K. Cameron, Esq, Ober, Kaler, Grimes & Shriver,
1600 Maryland National Bank Building, Baltimore, Maryland 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)

See Attachment

RECORD FEE 11.00
POSTAGE .50
Name and address of Assessor
#291300 0777 R03 T13:40
CK 02/10/89

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)

Earl C. Hargrove, Jr.
(Signature of Debtor)

EARL C. HARGROVE, JR.
Type or Print Above Name on Above Line

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

THE FIRST NATIONAL BANK OF MARYLAND

By: [Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

150

ATTACHMENT TO UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

4. Description of Collateral:

- (a) 70' Aluminum twin screw diesel yacht named "SECOND TIME AROUND II"

Official Number 526917, built in 1980 in Manitowoc, Wisconsin by Berger Boat Company, Inc., with

Length: 66.7'
Breadth: 16.7'
Depth: 9.5'
Gross Tons: 70.00
Net Tons: 56.00

together with all her boilers, masts, spares, outfitting, equipment, machinery, spare parts, gear, broached and unbroached consummable stores, provisions, unused rope, furniture, engines, fuel, bilage pump systems, other equipment, anchors, cables, chains, rigging, tackle, fittings, tools and other appurtenances and accessories now or hereafter belonging to or appertaining thereto, and in all additions, improvements, substitutions and replacements now or hereafter belonging thereto.

- (b) All of Debtor's right, title and interest in and to that certain Yacht Construction Contract dated August 20, 1988, as amended, by and between Debtor, as purchaser and Berger Boat Company, Inc., as builder and in the 76' aluminum raised pilot house cruiser vessel being constructed pursuant to the the terms thereof;
- (c) All proceeds, including insurance proceeds and condemnation awards, thereof (but without power of sale).

To Be Recorded In:

Land Records - _____ County,
 Financing (Chattel) Records - Anne Arundel County, Maryland
 _____ Financing (Chattel) Records - Maryland State Department of
 Assessments and Taxation

Principal amount of debt secured
is:

\$550,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor: Address:
 KDT Joint Venture 210 Revell Highway
 a Maryland General Partnership US Route 50
 Annapolis, MD 21401
2. Secured Party: Address:
 First American Bank 8401 Colesville Road
 of Maryland Silver Spring, MD 20910
3. Trustee: Address: RECORD FEE 17.00
 POSTAGE .50
 #291350 C777 R03 T15:43
 William E. Thompson 8401 Colesville Road 02/10/89
 Silver Spring, MD 20910 CK
 Mary C. Swain 8401 Colesville Road
 Silver Spring, MD 20910

4. This Financing Statement covers:

(a) All of the Debtor's right, title and interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limited the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs,

1750

and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriate to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all sewer taps, permits and allocations, agreements for utilities, bonds, sureties and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All leases of the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described and all right, title and interest of the Debtor thereunder including, without limitation, cash or securities are to be held until the expiration of the terms of such lease or apply to one or more of the installments of rent coming due immediately prior to the expiration of such terms and including, again without limitation, the right to receive and collect the rents thereunder; and

(f) All contracts and other agreements for the sale of the premises hereinafter described now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder including, without limitation, cash or securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder and including, again without limitation, the right to receive and collect the proceeds thereof; and

(g) All earnings, revenues, rents, issues, profits, avail and other income of and from the hereinafter described premises and the collateral, and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified; and

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course or its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Second Deed of Trust of even date herewith given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owned by the Debtor to the Secured Party.

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

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation is stated in the Note.

Debtor:
KDT Joint Venture, a Maryland
General Partnership

By: Carolyn H. Kinnamon
Carolyn H. Kinnamon, General Partner

By: John E. Kinnamon
John E. Kinnamon, General Partner

By: Donald Berkheimer
Donald Berkheimer, General Partner

By: Robert Test
Robert Test, General Partner

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

Beth H. McIntosh, Esq.
Stein, Sperling, Bennett, De Jong,
Driscoll, Greenfeig & Metro, P.A.
25 West Middle Lane
Rockville, Maryland 20850

Stein, Sperling No. 20174-18

181FAB.FIS
(RE)

276315

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 \$ 150,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court of Anne Arundel County

5. Debtor(s) Name(s): Pines, Inc., T/A Adam's, The Place for "Ribs" Address(es): 169 Mayo Road Edgewater, Maryland 21037

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

RECORD FEE 12.00
 RECORD TAX 10.50
 RECORD TAX 1039.50
 POSTAGE .50

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

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may increase or decrease 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: Pines, Inc., T/A Adam's, The Place for "Ribs"
 By: William A. Bagdasian (Seal)
 Type name and title, if any Vice President/Treasurer
 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

207-95 REV. 1/86

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 987
 Annapolis, Maryland 21404

12
 1050
 50

9010

To be recorded	Not subject to recordation
(1) in the Land Records	tax
of <u>Anne Arundel</u> County;	Principal amount is
(2) in the Financing Statement	\$ <u>450,000.00</u>
Records of <u>Anne Arundel</u>	
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:	Mailing Address of Debtor:
<u>Robert J. Blanchfield</u>	<u>478 Jumper's Hole Rd.</u>
<u>William F. Patterson</u>	<u>Severna Park, MD 21146</u>

2. Secured Party:	Address of Secured Party:	RECORD FEE 14.00
STERLING BANK & TRUST CO.,	Suite 201	POSTAGE .50
a bank and trust company	111 East Water Street	#482070 C345 R01 T13:45
tion organized and existing	Baltimore, Maryland 21202	02/13/89
under the law of Maryland,		CK

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.

14

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 Arundel County, Maryland, securing a debt owed by the Debtor to Sterling Bank & Trust Co.

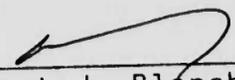
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

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 \$450,000.00. 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:

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
fixed and existing under
the law of XXXXXXXXXXXXXXXXXXXXX~~

by 
Robert J. Blanchfield

Date: 2/9, 1989

by 
William F. Patterson

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

CDF/01-26-89
9915X (0515X)
SSA-SFC(B)(4)

FINANCING STATEMENT

BOOK 538 PAGE 18

by

Robert J. Blanchfield, Debtor
William F. Patterson
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.

or Additional Sheets Presented		3 <input type="checkbox"/> The Debtor is a transmitting utility
Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194		4 For Filing Officer Date Time No Filing Office RECORD FEE 12.00 .50
GINN VIRGINIA G. 276 WAYSONS HWY LOTHIAN MD 20711		
5. This Financing Statement covers the following types (or items) of property: 1986 SKYLINE ALLISION 14 X 70 SERIAL # 16110247V 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) #277290 C040 R04 T15:04 02/13/89 CK
<input checked="" type="checkbox"/> Products of the Collateral are also covered		<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 STOUT RONALD E. GINN VIRGINIA G. GREEN TREE ACCEPTANCE INC. <i>Ronald E. Stout</i> <i>Virginia Ginn</i> <i>Isabel Manfredi</i> Signature(s) of Debtor(s) 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

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 512

Page No. 292

Identification No. 267642

Dated May 18, 1987

1. Debtor(s) { Michael Wist T/A Bay Country Rentals
 Name or Names - Print or Type
8017 Fort Smallwood Road, Baltimore, A.A. Co., Maryland 21226
 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. Co., Maryland 21401
 Address - Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Please change the name of the debtor to read:

Bay Country Rentals of Pasadena, Inc.

RECORD FEE 10.00
 POSTAGE .50
 H277340 C040 R04 T15412
 02/13/87

10.50

CK

DEBTOR

Bay Country Rentals of Pasadena, Inc.

Michael A. Wist Sr.
(Signature)

Michael A. Wist, Sr., President

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Peggy A. Hall
(Signature of Loan Officer)

Peggy A. Hall, Asst. Vice President
(Print Name and Title)

18 West Street, Annapolis, Md. 21401
(Address)

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):

ENVIRO-GRO TECHNOLOGIES
3700 Koppers St. 5th Floor
PO Box 24145
Baltimore, MD 21227

FOR OFFICE USE ONLY

Secured Party(ies) and Complete Address

GILES & RANSOME, INC.
2975 Galloway Road
Bensalem, PA 19020

Assignee(s) of Secured Party and Complete Address

BOOK 538 PAGE 21

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

This statement refers to original Financing Statement No. 007940

filed 8/13/87

with State of Maryland

RECORD FEE 10.00
POSTAGE .50
H277350 0040 R04 T15+13
02/13/87

GK

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.

10-50

a. Proceeds of Collateral are also covered. b. Products of Collateral are also covered. No. of additional sheets presented.
 Filed with Register of Deeds and Mortgages of _____ County. Secretary of State
 Filed with the County Clerk of _____ County.

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 above.

Giles & Ransome, Inc.

Dated: _____ 19 _____

(Signature(s) of Secured Party or Assignee or Record-Not valid until signed)

FILING OFFICER COPY-ACKNOWLEDGMENT - 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.

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
 THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 57055 C777 R01

RECORDED IN LIBER _____ FOLIO _____ ON Mar. 11, 1987 (DATE)

1. DEBTOR

Name Chesapeake Decal Corp.

Address 1994 Moreland Pkwy. Annapolis, MD 21401

2. SECURED PARTY

Name Central Trust Company

Address Central Trust Center, Cincinnati, OH 45202

Baumfolder Corp. 1660 Campbell Rd. PO Box 728, Sidney, OH 45365

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 style="text-align: center;">Amendment</p>
	<p>Change debtor's address from: <u>1994 Moreland Pkwy. Annapolis, MD 21401</u></p> <p>Change debtor's address to: <u>1993 Moreland Pkwy. Annapolis, MD 21401</u></p>	

10.00

RECORD FEE 10.00
 #277400 C040 R04 T15:18
 02/13/89
 CK

Central Trust Co./Baumfolder Corp.

Dated 10/8/88

Dorcas Harte
 (agent) (Signature of Secured Party)

S.J. Howell Credit Manager

Type or Print Above Name on Above Line

Dated: 10/8/88

Chesapeake Decal Corp.
Arthur L. Krohn, Pres.

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

If transaction or transactions wholly or partially subject to 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 Waldorf Tune and Lube, Inc.
 Address P. O. Box 394, Severna Park, Maryland 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) _____

4. This financing statement covers the following types (or items) of property: (list)
 ALL of the Borrower's accounts, including, but not limited to, all notes, notes receivable, drafts, acceptances and similar instruments and documents both now owned, or hereafter acquired, receivables including those invoiced or billed, together with a) all cash and non-cash proceeds thereof, and b) all returned, rejected or repossessed goods, the sale 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. ALL of the Debtor's equipment and fixtures, both now owned and hereinafter acquired, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefore, and all cash and non-cash proceeds and products thereof. ALL of the Debtor's equipment and fixtures* CHECK THE LINES WHICH APPLY

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

(If 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

*described in Exhibit A attached hereto and made a part hereof by reference.

RECORD FEE 11.00
 POSTAGE .50
 CK #377450 0040 R04 T15+22
 02/13/87

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
Waldorf Tune and Lube, Inc.

Terrance A. Mesterwik
 (Signature of Debtor) Pres.
 Type or Print Above Name on Above Line

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

THE BANK OF GLEN BURNIE

Dorothy A. Abel
 (Signature of Secured Party)

Dorothy A. Abel, Assistant Vice President
 Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 1464

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

If transaction or transactions wholly or partially subject to 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 South Arundel Taxi Service
Address 789 Route 3 North Crofton, MD 21054

2. SECURED PARTY

Name Comm-Lease
Address 9494 Deereco Road Timonium, 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)

Table with 4 columns: QUANTITY, MAKE / MANUFACTURER-DESCRIPTION, MODEL NO., SERIAL NO.
Row 1: 3, TMX 8310 General Electric, 7573142, 7573149, 7573153
Row 2: 1, TPX 8403 General Electric, 9742235
Row 3: 1, Charger General Electric

Handwritten note: 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)

RECORD FEE 11.00
CK POSTAGE .50
NETT440 0040 R04 T15424
02/13/87

Handwritten signature of John Jay McGainey, Jr.

JOHN JAY MCGAINEY, JR, PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Glenn D. Caswell

(Signature of Secured Party)

GLENN D. CASSELL, PRESIDENT
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 2/7/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stanley Engineering
Address 180 Penrod Ct. Glen Burnie, MD 21061

2. SECURED PARTY

Name W.C. Burroughs & Associates Inc.
Address 7146 Montevideo Road, 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)

MATSUURA Model MC-510V Machining Center with Yasnac
MX-3 Control S/N 881207102

RECORD FEE 11.00
POSTAGE .50
#277450 0040 R04 115126
02/13/89

CK

11.00
50
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)

Kenneth Stanley
(Signature of Debtor)

Kenneth Stanley, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Dorothy A. Burroughs
(Signature of Secured Party)

Dorothy A. Burroughs, Sec/Treasurer
Type or Print Above Signature on Above Line

276354

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Nikway, Inc.
Address 101 Buckingham Ave. Glen Burnie, MD 21061

2. SECURED PARTY

Name Elliott Equipment Company, Inc.
Address 327 N. Aurora St. Easton, MD 21601

First Interstate Credit Alliance, Inc. 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."

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

RECORD FEE 33.00
POSTAGE .50
M277520 0040 R04 F15734
02/13/89

CK

CHECK THE LINES WHICH APPLY

33.00
.50
33.50

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)

Nikway, Inc.
Harry B. Robinson, Pres
(Signature of Debtor)

Harry B. Robinson, Pres
Type or Print Above Name on Above Line
(Signature of Debtor)

Type or Print Above Signature on Above Line

Elliott Equipment Company, Inc.

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

CONDITIONAL SALE CONTRACT NOTE

TO: **Elliott Equipment Company, Inc.**
 ("Seller")

FROM: **Mikway, Inc.**
 ("Buyer")

327 N. Aurora St. Easton, MD 21601
 (Address of Seller)

101 Buckingham Ave. Glen Burnie, MD 21061
 (Address of Buyer)

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

Description of property purchased (include make, year, model identification, model and serial numbers or marks): One (1) Used 1979 Peterbilt Cabover, S/N 118771N	(1) TIME SALES PRICE	\$ 14,130.00
	(2) Less DOWN PAYMENT In Cash	\$ 2,250.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance).....	\$ -0-
	(4) CONTRACT PRICE (Time Balance).....	\$ 11,880.00
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:
101 Buckingham Ave. Glen Burnie Anne Arundel MD
 (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 **Eleven thousand eight hundred eighty and 00/100** Dollars (\$ **11,880.00**) being the above indicated Contract Price (hereinafter called the "time balance") in **24** successive monthly installments, commencing on the **8th** day of **March**, 19 **89**, and continuing on the same date each month thereafter until paid; the first **23** installments each being in the amount of \$ **495.00** and the final installment being in the amount of \$ **495.00** 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: February 7, 19 89 BUYER(S)-MAKER(S):
 Accepted: Elliott Equipment Company, Inc. (SEAL) Mikway, Inc. (SEAL)
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: [Signature] By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
 By: _____
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

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 or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19 _____

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

Signature
of
Seller

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

(Witness)

BOOK 538 PAGE 28

BOOK 538 PAGE 29

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 February 7, 1989 between Elliott Equipment Company, Inc. as Seller/Lessor/Mortgagee and Nikway, Inc. 101 Buckingham Avenue Glen Burnie, MD 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmaturred 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 \$11,880.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 7th day of February, 19 89.

Elliott Equipment Company, Inc. (Seal) (Seller/Lessor/Mortgagee)

By: [Signature] Secretary

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

STATE OF MARYLAND
FORM UCC-1
FINANCING STATEMENT

Identifying File No. 276355

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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~~ Consignee

Name Jewelmasters, Inc.
Address 777 South Flagler Drive, Suite 1200, West Palm Beach, FL 33401

2. ~~SECURITY BANK~~ Consignor

Name Fleet National Bank
Address 111 Westminster Street, Providence, RI 02903
Attn: Precious Metals

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

3. Maturity date of obligation (if any) _____

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

This financing statement is filed as a memorandum of a consignment transaction between Fleet National Bank as Consignor and Jewelmasters, Inc. as Consignee covering gold and the gold content of all inventory consisting to any extent of gold which may at any time now or hereafter be consigned by the Consignor to the Consignee or delivered by the Consignor or for the account of the Consignee to the premises of fabricators or the persons as may be agreed upon by the Consignee and Consignor from time to time. Certain of such property may be located from time to time at the locations set forth on Exhibit A attached hereto.

Name and address of Assignee

NOT SUBJECT TO RECORDATION TAX
CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 11.00
POSTAGE .50
#277750 0040 R04 T16106
02/13/89

Filed with Anne Arundel County, Maryland

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

JEWELMASTERS, INC.

By [Signature]
(Signature of ~~Debtor~~ Consignee)

RICHARD LAKE TREAS.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FLEET NATIONAL BANK

By [Signature]
(Signature of ~~Recorded Party~~ Consignor)

RICHARD ANDERSON VP

Type or Print Above Signature on Above Line

FILE

11.50

CK

EXHIBIT A

538 PAGE 31

Consignee: Jewelmasters, Inc.
777 South Flagler Drive
Suite 1200
West Palm Beach, Florida 33401

Consignor: Fleet National Bank
111 Westminster Street
Providence, Rhode Island 02903
Attn: Precious Metals

Certain of such property may be located from time to time
at the premises of:

Garfinckel's
Montgomery Mall
7115 Democracy Mall
Bethesda, MD 20034

Woodward and Lothrop
5400 Wisconsin Avenue
Chevy Chase, MD 21401

Garfinckel's
Landover Mall
2245 Brightseat Road
Landover, MD 20785

Woodward and Lothrop
Wheaton Plaza
11160 Veirs Mill Road
Wheaton, MD 20902

Garfinckel's
300 Annapolis Mall
Annapolis, MD 21404

Woodward and Lothrop
Montgomery Mall
7135 Democracy Boulevard
Bethesda, MD 30034

Woodward and Lothrop
Lake Forest
701 Russell Avenue
Gaithersbury, MD 20760

Woodward and Lothrop
Prince Georges
3500 East West Highway
Hyattsville, MD 20782

Woodward and Lothrop
Iverson Mall
3701 Branch Avenue
Temple Hills, MD 20748

Woodward and Lothrop
Landover and Brightseat Roads
Landover, MD 20785

Woodward and Lothrop
10300 Little Fatuxent
Parkway
Columbia, MD 21043

Woodward and Lothrop
39 Parole Plaza
Annapolis, MD 21401

Woodward and Lothrop
8200 Perry Hall Boulevard
Parkville, MD 21236

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Jewelmasters, Inc.

Address 777 South Flagler Drive, Suite 1200, West Palm Beach, FL 33401

2. SECURED PARTY

Name Fleet National Bank

Address 111 Westminster Street, Providence, RI 02903
Attn: Precious Metals

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

3. Maturity date of obligation (if any) _____

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

Gold from time to time consigned by the Secured Party to the Debtor or otherwise delivered by the Secured Party to the Debtor or delivered by the Secured Party for the account of the Debtor to fabricators and other persons approved by the Secured Party, whether now existing or hereafter arising; the gold content of all inventory of the Debtor containing gold consigned or delivered by Secured Party to Debtor, whether now existing or hereafter arising; all proceeds and products of all of the foregoing. Certain of such property may be located from time to time at the locations set forth on Exhibit A attached hereto.

Name and address of Assignee

TWT

NOT SUBJECT TO RECORDATION TAX
CHECK THE LINES WHICH APPLY

11-50 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

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

RECORD FEE 11.00
POSTAGE .50
#277720 0040 R04 116:07
02/13/89

Filed with Anne Arundel County, Maryland

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

CK

JEWELMASTERS, INC.

By [Signature]
(Signature of Debtor)

RICHARD LAKE TREAS.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FLEET NATIONAL BANK

By [Signature]
(Signature of Secured Party)

RICHARD ANDERSON VP
Type or Print Above Signature on Above Line

EXHIBIT A

BOOK 538 PAGE 33

Debtor: Jewelmasters, Inc.
777 South Flagler Drive
Suite 1200
West Palm Beach, Florida 33401

Secured Party: Fleet National Bank
111 Westminster Street
Providence, Rhode Island 02903
Attn: Precious Metals

Certain of such property may be located from time to time
at the premises of:

Garfinckel's
Montgomery Mall
7115 Democracy Mall
Bethesda, MD 20034

Woodward and Lothrop
5400 Wisconsin Avenue
Chevy Chase, MD 21401

Garfinckel's
Landover Mall
2245 Brightseat Road
Landover, MD 20785

Woodward and Lothrop
Wheaton Plaza
11160 Veirs Mill Road
Wheaton, MD 20902

Garfinckel's
300 Annapolis Mall
Annapolis, MD 21404

Woodward and Lothrop
Montgomery Mall
7135 Democracy Boulevard
Bethesda, MD 30034

Woodward and Lothrop
Lake Forest
701 Russell Avenue
Gaithersbury, MD 20760

Woodward and Lothrop
Prince Georges
3500 East West Highway
Hyattsville, MD 20782

Woodward and Lothrop
Iverson Mall
3701 Branch Avenue
Temple Hills, MD 20748

Woodward and Lothrop
Landover and Brightseat Roads
Landover, MD 20785

Woodward and Lothrop
10300 Little Fatuxent
Parkway
Columbia, MD 21043

Woodward and Lothrop
39 Parole Plaza
Annapolis, MD 21401

Woodward and Lothrop
8200 Perry Hall Boulevard
Parkville, MD 21236

STATE OF MARYLAND

538 PAGE 34

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260957

RECORDED IN LIBER 496 FOLIO 125 ON March 24, 1986 (DATE)

1. DEBTOR

Name Southwood Industries, Inc. D/B/A Autotech

Address 2 Taylor Avenue, Annapolis, Maryland 21401

2. SECURED PARTY

Name Robert Bosch Corporation

Address 2800 South 25th Avenue, Broadview, Illinois 60153

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

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

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

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

D. DEBTOR ADDRESS CHANGE: 1829 George Avenue Annapolis, Maryland 21401

RECORD FEE 10.00 POSTAGE .50 #383930 055 REC 12:43 APR 4/89

Daniel Dienes, President

Signature of Debtor (Handwritten: Daniel Dienes, President)

Dated February 2, 1987

Signature of Secured Party (Handwritten: Warner Whitney) Warner Whitney, Credit Manager Type or Print Above Name on Above Line

AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-128 Rev. 2-84

538 35

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. 272509 recorded in
Liber 525, Folio 583 - 585 on 4/22/88 at Anne Arundel County
Date Location

1. DEBTOR(S): Howard S. Pinskey and Thea B. Pinskey, both Maryland residents, and
Name(s) Joseph R. O'Brien and Corrine J. O'Brien, both Florida residents and t/a
H&J Realty, a MD General Partnership
Address(es) P.O. Box 3380, Annapolis, Md. 21403

2. SECURED PARTY:

Name Maryland National Bank

Address 10 Church Circle
Annapolis, Md. 21401

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

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

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

RECORD FEE 10.00
POSTAGE .50
#483290 C345 R01 T13#49
02/14/89

9. SIGNATURES.

SECURED PARTY

By

Richard C. Springer
Richard C. Springer, 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.

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
(To Be Recorded Among The Financing Statement Records)

BOOK 538 PAGE 36

FINANCING STATEMENT

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

1. NAMES AND ADDRESSES OF DEBTORS:

DENNIS ROHDE and
SHARON RODHE

410 Hawthorne Road
Linthicum, Maryland 21090

116 Marley Neck Road
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

EQUITABLE BANK, NATIONAL ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21202
Attention: Denise C. Kerley
Assistant Vice President

3. This Financing Statement covers the following property and all proceeds and products thereof:

(a) The interest of either or both of the Debtors in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by either or both of the Debtors, including but not limited to heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland, and more particularly described in a Deed of Trust dated February ____, 1989, from the Debtors to A. Scott Crockett and Denise C. Kerley, Trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, contemporaneously with the filing of this Financing Statement.

(b) Equipment. All of the equipment, furniture and fixtures of either or both of the Debtors, including, but not limited to motor vehicles, both now owned and hereafter acquired and wherever located together with (a) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (b) all replacements thereof and substitutions therefor.

14.00
.50
#835201345 R01 715:16
02/14/89

14

BOOK 538 PAGE 37

(c) Accounts. All of the accounts and contract rights of either or both of the Debtors, both now owned and hereafter acquired, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given rise or shall give rise to an account and all cash and non-cash proceeds and products of all such goods (as described below).

(d) Inventory. All of either or both of the Debtors' inventory, 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.

(e) Business Records. All of either or both of the Debtors' now and hereafter existing computer software, ledgers, files, records, books of account, correspondence and other documents relating to or used in connection with the Debtors' Equipment, Inventory, and Accounts, including, without limitation, all computer programs, computer operating systems computer memory and storage units (tapes, tape drives, disks, diskettes) and computer access instructions.

(f) General Intangibles. All general intangibles (including, without limitation, all books and records, things in action, contractual rights, goodwill, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired.

(g) Items on Deposit, Etc. The interest of each of the Debtors in, and to, any and all funds, securities, instruments, documents, and other property which are at any time paid to, deposited with, under the control of, or in the possession of, the Secured Party or any of its agents, branches, affiliates, correspondents, or others acting on behalf of the Secured Party (this security interest is intended to be in addition to any right or set-off or banker's lien that the Secured Party may otherwise enjoy under applicable law); and

4. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds (cash and non-cash) and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

5. The Debtors certify that the underlying transaction is subject to a recordation tax on the principal amount of \$95,000.00, the same having been paid to the Circuit Court for Anne Arundel County with the filing of the Deed of Trust.

Debtors:

Dennis Rohde (SEAL)
Dennis Rohde

Sharon Rohde (SEAL)
Sharon Rohde

Secured Party:

EQUITABLE BANK, NATIONAL
ASSOCIATION

By: Denise Kerley (SEAL)
Denise Kerley
Assistant Vice President

DATED: February 9, 1989

SFC:sfc 09/10/88

A-SFC100 07

BOOK: 538 PAGE 38

Clerk, please return to: Shaun F. Carrick, Esquire
Miles & Stockbridge
10 Light Street - Suite 800
Baltimore, Maryland 21202

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
(To Be Recorded Among The Financing Statement Records)

276359

FINANCING STATEMENT

BOOK 538 PAGE 39

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

1. NAMES AND ADDRESSES OF DEBTOR:

JOY IN LEARNING, INC.
trading as
GLEN BURNIE CHILD CARE CENTER
also trading as
MARLEY PARK CHILD CARE CENTER

116 Marley Neck Road
Glen Burnie, Maryland
21061

804 Old Stage Road
Glen Burnie, Maryland
21061

2. NAME AND ADDRESS OF SECURED PARTY:

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

3. This Financing Statement covers the following property and all proceeds and products thereof:

(a) Equipment. All of the equipment, furniture and fixtures of the Debtor, including, but not limited to vehicles, both now owned and hereafter acquired and wherever located together with (a) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (b) all replacements thereof and substitutions therefor. All or a portion of the above-described property may be affixed to certain real property known and designated as 116 Marley Neck Road, Glen Burnie, Maryland 21061, as more particularly described in Exhibit A attached hereto and made a part hereof; the record owners of which real property are Dennis Rohde and Sharon Rohde. In addition all or a portion of the above-described property may be affixed to certain real property known and designated as 804 Old Stage Road, Glen Burnie, Maryland 21061, as more particularly described in Exhibit B attached hereto and made a part hereof; the record owners of which real property are E. Jean Fehsenfeld and Richard Fehsenfeld.

RECORD FEE 23.00
POSTAGE .50
487510-3345 R01 115:16
02/14/89



Handwritten initials or marks.

(b) Accounts. All of the accounts and contract rights of the Debtor, both now owned and hereafter acquired, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given rise or shall give rise to an account and all cash and non-cash proceeds and products of all such goods (as described below).

(c) Inventory. All of the Debtor's inventory, 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.

(d) Business Records. All of the Debtor's now and hereafter existing computer software, ledgers, files, records, books of account, correspondence and other documents relating to or used in connection with the Debtors' Equipment, Inventory, and Accounts, including, without limitation, all computer programs, computer operating systems computer memory and storage units (tapes, tape drives, disks, diskettes) and computer access instructions.

(f) General Intangibles. All general intangibles (including, without limitation, all books and records, things in action, contractual rights, goodwill, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired.

(g) Items on Deposit, Etc. The interest of the Debtor in, and to, any and all funds, securities, instruments, documents, and other property which are at any time paid to, deposited with, under the control of, or in the possession of, the Secured Party or any of its agents, branches, affiliates, correspondents, or others acting on behalf of the Secured Party (this security interest is intended to be in addition to any right or set-off or banker's lien that the Secured Party may otherwise enjoy under applicable law).

4. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds (cash and non-cash) and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

5. The Debtor certifies that the underlying transaction is subject to a recordation tax on the principal amount of \$95,000.00; the same having been paid to the Circuit Court for Anne Arundel County.

Debtor:

JOY IN LEARNING, INC.
trading as
GLEN BURNIE CHILD CARE CENTER
trading as
MARLEY PARK CHILD CARE CENTER

Secured Party:

EQUITABLE BANK, NATIONAL
ASSOCIATION

By: Dennis Rohde (SEAL)
Dennis Rohde
President

By: Denise C. Kerley (SEAL)
Denise C. Kerley
Assistant Vice President

DATED: February 9, 1989

Clerk, please return to: Shaun F. Carrick, Esquire
Miles & Stockbridge
10 Light Street - Suite 800
Baltimore, Maryland 21202

Exhibit A

PROPERTY DESCRIPTION

ALL that lot or parcel of ground situate, lying and being in Anne Arundel County, and described as follows, that is to say

BEGINNING for the same on the northernmost side of Hawthorne Road at a point distant 389.70 feet westerly from the corner formed by the intersection of the westernmost side of Hammonds Ferry Road and the northernmost side of Hawthorne Road said place of beginning being at the intersection of Lots 130 and 131 thence westerly binding on the northernmost side of Hawthorne Road 100 feet to Lot No. 132 thence northerly binding on the easternmost side of Lot No. 132, 180 feet to the southernmost point of intersection of Lots Nos. 126 and 127 thence easterly binding on the southernmost side of Lot No. 127 100 feet to the northwest corner of Lot No. 130 thence southerly binding on the westernmost side of Lot No. 130, 180 feet to the place of beginning. Being Lot No. 131 on the Plat of Linthicum Heights Annex. The improvements thereon being known as No. 410 Hawthorne Road.

BOOK 538 PAGE 43

Exhibit B

PROPERTY DESCRIPTION

ALL those lots or parcels of land situate, lying and being in the Third Assessment District of Anne Arundel County, State of Maryland, and being more fully and particularly described as follows, that is to say:

BEING KNOWN AND DESIGNATED AS Lots 9, 10, 11, 12, 21, 22, 23 and 24, Block AA, Marley Heights, as the same are shown on Plat 2 of Marley Heights, which said Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 18, page 19.

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)

Stringer, Dann F.
6414 Wishbone Terrace
Cabin John, MD 20818

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

First Fidelity Bank, N.A.
South Jersey
Rt. 541 & Sunset Road
Burlington, N.J. 08016

3. Maturity date (if any):

For Filing Office Fee and Filing Office
RECORD FEE 10.00
POSTAGE .50
#384440 0040 R02 T09:37
02/15/89



4. This statement refers to original Financing Statement bearing File No. 098893 Liber 489 folio 83

Filed with Anne Arundel Co. Date Filed 8/28 1985

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

8/27/87

10.50

No. of additional Sheets presented:

FIRST FIDELITY BANK, N.A. SOUTH JERSEY

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

By: Ann Atkinson
Signature(s) of Secured Party(ies)
Ann Atkinson, Operations Officer

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

3874400

538-45

not used

2-15-89

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) American Truck Maintenance, Inc. 120 Md Rt. 3 N Millersville, MD 21108	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Ross L. Brown 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 trucking and maintenance (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

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

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

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

E. Other. All of debtor's business assets, including inventory accounts receivable, furniture, fixtures and equipment now owned or hereafter acquired.

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

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 30,000.00

RECORD FEE 11.00
 RECORD TAX 210.00
 POSTAGE .50
 #384490 0040 R02 T09:44

DEBTOR:

American Truck Maintenance, Inc.

SECURED PARTY:
SIGNET BANK/MARYLAND
By: Ross L. Brown

By: Roy C. Hall, President
(Type Name)

Ross L. Brown, Assistant Vice-President
(Type Name)

By: _____

2-1 1989
(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.

02/15/89

11.00
- .50
11.50
210.00

276362

BOOK 538 PAGE 47 WINE ARUNDEL CO.

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (x) YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Renewable Energy Associates, Inc.
1041 Rt. 3 North
Gambrills, Md

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Signet Bank/Virginia
9166 Mathis Ave.
Manassas, VA 22110

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered

(x) ()

Description of collateral covered by original financing statement

See attached Schedule A

RECORD FEE 11.00
POSTAGE .50
#384580 C040 R02 T10:15
02/15/89

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

11.00

Renewable Energy Associates, Inc.

Carstace Signet Bank

Signature of Debtor if applicable (Date)

1-19-89

Signet Bank/Virginia

R. W. Hahn 1-19-89

Signature of Secured Party if applicable (Date)

2999999-500-250

All accounts, inventory, equipment, fixtures, general intangibles, instruments, documents and chattel paper, including, without limitation, all goods represented thereby and all goods that may be reclaimed or repossessed from or returned by account debtors and all proceeds and products thereof (as all such terms are defined in the Uniform Commercial Code), now owned or hereafter acquired by the Borrower, to secure all present and future indebtedness of every kind and description, however arising, of the Borrower to the Bank, whether such indebtedness be direct or indirect, fixed or contingent, liquidated or unliquidated.

Renewable Energy Associates, Inc.

✓ By Constantine Ligonis
Title _____

✓ By Arthur B.
Title _____

By _____
Title _____

By _____
Title _____

STATE OF MARYLAND

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270793
RECORDED WITH ANNE ARUNDEL COUNTY
RECORDED IN LIBER 520 FOLIO 359 ON 12/1/87 (DATE)

1. DEBTOR

Name Jewelmasters, Inc.
Address 777 South Flagler Drive, Suite 1200, West Palm Beach, FL 33401

2. SECURED PARTY

Name Leach & Garner Metals, Inc., as Agent for itself and Mase Westpac Inc.
Address John L. Dietsch Square, Attleboro Falls, MA 02763
James P. Kelly, Esq.
Edwards & Angell, 2700 Hospital Trust Tower, Providence, RI 02903
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

TW

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assignee: Fleet National Bank 111 Westminster Street Providence, RI 02903 Attn: Precious Metals</p> <p>See Exhibit A attached hereto for Description of Assigned Property</p>		

RECORD FEE 10.00
POSTAGE .50
#384590 C040 R02 T10:17
02/15/89



Dated January 5, 1989

Dione D. Kenyon, Manager
(Signature of Secured Party)
LEACH & GARNER METALS, INC., as Agent
for itself and Mase Westpac Inc.
Type or Print Above Name on Above Line
DIONE KENYON MARKETING MGR

10.50

Debtor: Jewelmasters, Inc.
777 South Flagler Drive
Suite 1200
West Palm Beach, Florida 33401

Secured Parties: Leach & Garner Metals, Inc., as Agent
for itself and Mase Westpac Inc.
John L. Dietsch Square
P.O. Box 1227
Attleboro Falls, Massachusetts 02763

All gold bullion and the gold content of fabricated gold products, including sheet, wire, tubing and jewelry findings, delivered or in transit to or for the account of Debtor from either Secured Party, but not purchased and paid for in full, now held and from time to time hereafter delivered by Secured Parties to Debtor, including all substitutions, replacements, products and inventory in which any such gold is incorporated or into which any such gold is processed or converted, and all proceeds and products of all of the foregoing.

All gold bullion and the gold content of fabricated gold products which Debtor has delivered or may deliver in the future to either Secured Party, whether for purposes of storage, temporary custody, fabrication, refining or otherwise, and all proceeds and products of all of the foregoing.

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. _____ Page No. Liber 393, folio 345
 Identification No. _____ Dated _____

1. Debtor(s) { WILLIAM B. CARRAWAY and JULIA A. CARRAWAY, his wife
 Name or Names—Print or Type
P. O. Box 343, Crownsville, Maryland 21032
 Address—Street No., City - County State Zip Code
2. Secured Party { CARTERET SAVINGS BANK FA (formerly ADMIRAL-BUILDERS
SAVINGS AND LOAN ASSOCIATION)
 Name or Names—Print or Type
200 South Street, Morristown, New Jersey 07960
 Address—Street No., City - County State Zip Code
3. Maturity Date (if any) _____
4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lots Numbered 85, 86, 87, 88, 89 and 90 Section 10 as shown on Plat No. 1 Chelsea Beach, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 4, folio 31. The improvements thereon being known as No. 247 10th Street.

RECORD FEE 10.00
 POSTAGE .50
 #384610 C040 R02 T10:24
 02/15/89

10.50



Dated: January 25, , 1989

CARTERET SAVINGS BANK FA
 Name of Secured Party

BY: [Signature]
 Signature of Secured Party

John McCreary, Vice President
 Type or Print (Include Title if Company)

Lucas Bros. Form T-1

DIVERSIFIED TITLE CORPORATION
 10 EAST BALTIMORE STREET
 SUITE 1212
 BALTIMORE, MD 21202

File No. 2-0901

FINANCING STATEMENT

- () Record among the Land Records of Anne Arundel County, Maryland
- () Record among the Financing Statement Records of Anne Arundel County, Maryland
- () File with the State Department of Assessments and Taxation

THIS Financing Statement evidences and publicizes the provisions of that certain Security Agreement executed by Mario M. Machado and Helen M. Machado, and Citizens Bank and Trust Company of Maryland, dated February 10, 1989, which evidences part of the security for a Ninety Thousand (\$90,000.00) Dollar obligation due from the Debtor.

NAME OF DEBTOR

Mario M. Machado
and
Helen M. Machado

ADDRESS

5409 Chesapeake Street
Bladensburg, Maryland 20710

RECORD FEE 12.00
POSTAGE .50

SECURED PARTY

CITIZENS BANK AND TRUST COMPANY
OF MARYLAND

#484280 C345 R01 T11#08
02/15/89

ADDRESS

6200 Baltimore Boulevard
Riverdale, Maryland 20737

TW

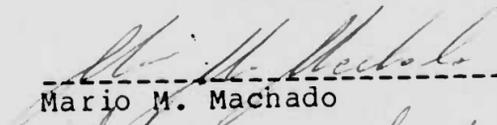
LAW OFFICES, NYLEN & GILMORE

1. This Financing Statement covers the following items of property.
 - A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon, all fixtures and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows, and stoves, gas and electric ranges, ovens, disposals, dishwashers, awnings, shrubbery, plants, boilers, tanks, machinery, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds, and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.
 - B. Proceeds of the above described collateral.
 - C. All contract rights of and from the herein described property or any part thereof, including without limitation, all revenues, rents, issues and profits and other income of and from the herein described land and collateral.

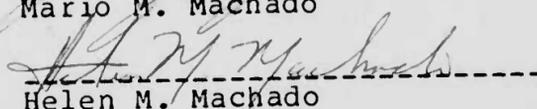
D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of the eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

2. The above described goods, property, interests and rights are located at or affixed to or relate to the property and the improvements now or hereafter existing on the property described as a Tract of land situate, lying and being in Anne Arundel County, Maryland, Lots 1, 2, 242-248, "Centralia" being more particularly described in that certain Deed of Trust from Debtor to Joseph A. Hilseberg and John R. Rutledge, Trustees, securing the indebtedness owed by Debtor to the Secured Party and intended to be recorded among the Land Records of Anne Arundel County, Maryland prior hereto, and said Deed of Trust constitutes the security agreement to this secured transaction.

DEBTOR



Mario M. Machado



Helen M. Machado

LAW OFFICES. NYLEN & GILMORE

Return to:
Citizens Bank and Trust Company
6200 Baltimore Blvd.
Riverdale, MD 20737

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)

Tacoma: Ray B. and Mary Jane
710 S. Linden Avenue
Pittsburgh, PA 15208

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

Berkeley Federal Savings & Loan
21 Bleeker St.
Millburn, NJ 07041

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

#270140 0040 004 109133

02/15/87

4. This statement refers to original Financing Statement bearing File No. 268777 Book 515 pg 146

Filed with Anne Arundel

Date Filed 7/24 1987

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

10.

(M)

8/19/87

10.50

No. of additional Sheets presented:

Berkeley Federal Savings & Loan Association

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 275825 recorded in Liber 536, Folio 30 on 12-22-88 (date)

1. DEBTOR(S):
 Name(s): Chesapeake Yacht Sales, Inc.
 Address(es): P. O. Box 628
 Grasonville, MD 21638

2. SECURED PARTY:
 Name: First Annapolis Savings Bank, FSB
 Address: 1832 George Avenue
 Annapolis, MD 21401

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

RECORD FEE 10.00
 POSTAGE .50
 #484360 0345 R01 T11#32
 02/15/89

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

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

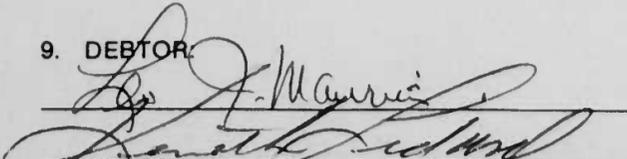
4. (X) TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

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

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

7. () RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR:


SECURED PARTY:
 First Federal Savings and Loan Association of Annapolis
 By Cathy A. Hinkel, pp
 Cathy A. Hinkel, Manager
 (Type Name and Title)

STATE OF MARYLAND
 BOOK 538 PAGE 56
 FINANCING STATEMENT FORM UCC-1

Identifying File No. 276304

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

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

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

This financing statement Dated February 3, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CEDAR HILL CEMETERY COMPANY, INC.

Address 5829 Ritchie Highway, Baltimore, Maryland 21225

2. SECURED PARTY

Name NCNB TEXAS NATIONAL BANK, as Agent for itself, MBank Dallas, N.A. and Hibernia National Bank

Address 700 Louisiana, 5th Floor, Houston, Texas 77002

Patrick K. Cameron, Esq, Ober, Kaler, Grimes & Shriver,

1600 Maryland National Bank Building, Baltimore, Maryland 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)

See Attachment(s)

Name and address of Agent	RECORD FEE	11.00
	POSTAGE	.50
	#293890 C777 R03 T11:33	
		02/15/89



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)

CEDAR HILL CEMETERY COMPANY, INC.

By: [Signature]

(Signature of Debtor)

RONALD H. PATRON

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NCNB TEXAS NATIONAL BANK, as Agent for itself, MBank Dallas, N.A. and Hibernia National Bank

By: [Signature]

(Signature of Secured Party)

Thomas Blake

Type or Print Above Signature on Above Line

1150

ATTACHMENT TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT

Debtor:

CEDAR HILL CEMETERY, INC.

BOOK 538 PAGE 57

Secured Party:

NCNB TEXAS NATIONAL BANK, as Agent for itself,
Hibernia National Bank and MBank Dallas, N.A.

4. This financing statement covers the following collateral:

(a) All of Debtor's present or future accounts (including accounts receivable, lease and other receivables), contract rights, chattel paper, instruments, documents, installment sales contracts, general intangibles and all products thereof.

(b) All of the following: (i) all documents of title evidencing any part of the collateral described in (a) above; (ii) all substitutions, renewals, and replacements of or to any of the collateral described in (a) above; (iii) all books, records, computer software, disks or tapes of or relating to any of the collateral described in (a) above; and (iv) all proceeds (cash and non-cash) of or relating to the collateral described in (a) above.

(c) All deposits (general and special, time or demand, provisional or final), other accounts, money, instruments or other property of the Debtor now or hereafter held or maintained with the Secured Party or any of the Banks listed above (the "Banks") and all other sums at any time credited by or owing from the Secured Party or the Banks to the Debtor, except deposits constituting funds placed in trust or in escrow pursuant to the requirements of state law for purposes of providing future delivery of goods, property or services.

(d) Notwithstanding the provisions of (a), (b) and (c) above, the collateral shall not include any of the following described property:

(i) The Deferred Purchase Money Note, dated August 19, 1981, in the principal sum of \$500,000, as amended January 23, 1985, given by IFS Virginia, Inc. (formerly Lotz Funeral Homes, Inc.) in favor of Fort Lincoln Cemetery, Inc.;

(ii) The Deferred Purchase Money Deed of Trust and Security Agreement, dated August 19, 1981, given by IFS Virginia, Inc., as security for the Note referred to in (i) above;

(iii) The Guaranty dated August 19, 1981, given by IFS Industries, Inc. for the indebtedness of IFS Virginia, Inc. pursuant to the Note referred to in (i) above;

(iv) All payments and other proceeds due and owing under (i), (ii) and (iii) above;

(v) Funds placed in trust or in escrow pursuant to state law for the purposes of providing future delivery of goods, property or services; and

(vi) General intangibles and source documents more particularly described in that certain Agreement for Purchase, Sale and Transfer of All Assets, Subject to All Liabilities, of Capitol Cemetery of Prince George's County, Maryland, dated as of January 31, 1985.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 246087

RECORDED IN LIBER 458 FOLIO 559 ON 2/7/83 (DATE)

1. DEBTOR: Name Anne Arundel County, Maryland
Address Arundel Center, Northwest & Calvert Streets, Annapolis, MD 21401

2. SECURED PARTY: Name Commercial Credit Equipment Corp.
Address 30855 Little Mack Avenue
Roseville, Michigan 48066

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

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. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE.....<input type="checkbox"/> FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>
<p>General Electric Capital Corporation 30 Main Street Danbury, CT 06810</p> <p>RE: All those items of goods and personal property described under above referenced UCC filing number.</p>		

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____
Address _____

RECORD FEE 10.00
POSTAGE .50
#293910 0777 R03 T11:34
02/15/89

10.00
50

Dated 1-10-89

COMMERCIAL CREDIT EQUIPMENT CORP.

J.L. Gallagher
(Signature of Secured Party)

J.L. GALLAGHER

Type of Print Above Name on Above Line

246086
05640 C040 R01

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 458 Page 555 ON 2/7/83 (DATE)

1. DEBTOR: Name French/Bray, Inc.

Address 6731 Baymeadow Drive, Glen Burnie, Maryland 21061

2. SECURED PARTY: Name Commercial Credit Equipment Corp.

Address 30855 Little Mack Avenue

Roseville, Michigan 48066

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

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. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE.....<input type="checkbox"/> FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>
<p>General Electric Capital Corporation 30 Main Street Danbury, CT 06810</p> <p>RE: All those items of goods and personal property described under above referenced UCC filing number.</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #293920 C777 R03 T11:35 02/15/89</p>		

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

Dated 1-10-89

COMMERCIAL CREDIT EQUIPMENT CORP.

J.L. Gallagher
Signature of Secured Party

J.L. GALLAGHER

Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276305

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 25,000.00

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 ARUNDEL LUBE, INC. dba JIFFY LUBE
Address 8037 Ritchie Highway, Pasadena, Maryland 21122

2. SECURED PARTY

Name PENNZOIL PRODUCTS COMPANY
Address P.O. Box 2967, Houston, Texas 77252-2967

Becky M. White -- Floor 29
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 12.00
RECORD TAX 175.00
POSTAGE .50
#293930 C777 R03 T11:35
02/15/89

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

SEE ATTACHED EXHIBIT "A"

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
Location: Old Mill Road and Route 3 Millersville, Maryland
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Handwritten calculations: 12.00, 175.00, .50, 187.50

Handwritten signature of Arundel Lube, Inc.

ARUNDEL LUBE, INC. dba JIFFY LUBE
Type or Print Above Name on Above Line

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

Handwritten signature of Becky M. White

PENNZOIL PRODUCTS COMPANY
Type or Print Above Signature on Above Line

EXHIBIT A
TO UCC FINANCING STATEMENT

DEBTOR: ARUNDEL LUBE, INC.
dba JIFFY LUBE
8037 Ritchie Highway
Pasadena, Maryland 21122

SECURED
PARTY: PENNZOIL PRODUCTS COMPANY

a. Equipment and/or fixtures now owned or later acquired by the Debtor and used or to be used in connection with lubricating or changing the oil or other fluids in automobiles and trucks (including pumps, storage tanks, reels, hoses, hand tools, storage racks, valves, gauges and fittings);

b. Office furniture and office equipment;

c. "Pennzoil" brand inventory; and/or

d. Any replacements of, or proceeds from the sale of, Collateral;

all of which is or will be located at Old Mill Road and Route 3, Millersville, Maryland (the "Property").

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276366

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

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

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

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

1. DEBTOR

Name Aaron Ferer & Sons Co.
Address 909 Abbott Drive
Omaha, Nebraska 68102

RECORD FEE 17.00
POSTAGE .50
#293940-C777 R03 T11:36
02/15/89

2. SECURED PARTY

Name Marine Midland Business Loans, Inc.
Address 1101 Walnut, Suite 1100
Kansas City, Missouri 64106

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

3. Maturity date of obligation (if any) January December 31, 1990. Thereafter with one year renewal options.

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

(a) All Accounts (Receivables), Inventory, Equipment (machinery and equipment and furniture and fixtures), Contract Rights, Chattel Paper, Documents, Instruments and General Intangibles of the Debtor, now existing or owned and hereafter arising or acquired, whether or not specifically assigned to Secured Party, including, without limitation, all Receivables. (continued on Exhibit A attached hereto).

Name and address of Assignee

The Maryland Recordation Tax does not apply to this transaction.

CHECK THE LINES WHICH APPLY

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

17.00
.50

AARON FERER & SONS CO.
By: [Signature] Title: CFO
(Signature of Debtor)

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

Type or Print Above Signature on Above Line

MARINE MIDLAND BUSINESS LOANS, INC.
By: [Signature] Title: VP
(Signature of Secured Party)

KURT V. PUTKONEN
Type or Print Above Signature on Above Line

EXHIBIT A TO UCC-1 FINANCING STATEMENT between Aaron Ferer & Sons Co.,
as Debtor, and Marine Midland Business Loans, Inc. as Secured Party

(b) All guarantees, collateral, liens on or security interests in real or personal property, leases, letters of credit or other rights, agreements or property securing or relating to payment of Receivables.

(c) All books, records, ledger cards, data processing records, computer software and other property at any time evidencing or relating to the foregoing Collateral.

(d) All monies, securities and other property, now or hereafter held or received by, or in transit to, Secured Party from or for Debtor, and all of Debtor's deposit accounts, credits and balances with Secured Party existing at any time.

(e) All Proceeds of all policies of insurance covering the foregoing Collateral.

(f) All Proceeds and Products of all the foregoing in any form.

(g) All parts, accessories, attachments, special tools, additions, replacements and substitutions thereto and therefore.

AARON FERER & SONS CO.

By: *A. Ferer* Title: *CEO*

MARINE MIDLAND BUSINESS LOANS, INC.

By: *Kurt V. Butts* Title: *VP*

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 6,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Air Market I, Inc.

 (Name)
P.O. Box 4241

 (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)

- 1 - Computer Zenith 386 Desk Top Serial #9811173912
- 1 - Computer Zenith Super Sport 286 Serial #903DE007074

RECORD FEE 11.00
 RECORD TAX 42.00
 POSTAGE .50
 #294010 C777 R03 T11:40
 02/15/89



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

Record Owner, if different from the Debtor: _____

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

DEBTOR (OR ASSIGNOR)
Air Market I, Inc. (Seal)
 _____ (Seal)
 (Signature)
Robert E. Hiltnerbrick, President

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

11- 92 . 50

276308

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)

MR JACOB GUTENKUNST
MS. LANA F GUTENKUNST
398 CENTERHILL AVE
LINTHICUM, MD, 21090

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
#294020 C777 R03 T11:40
02/15/89

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

Installed one United Standard complete water treatment system Model # 1054. (COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED @ 398 CENTERHILL AVE LINTHICUM, MD, 21090
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: A.A. COUNTY

Jacob Gutenkunst
JACOB GUTENKUNST
By: Lana Gutenkunst
LANA GUTENKUNST
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

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276369

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 2-9-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Orson's Meats
Address 8207-09 Cloverleaf Drive, Millersville, Md. 21108

2. SECURED PARTY

Name HOBART CORPORATION
Address Executive Offices Troy, Ohio 45374

RECORD FEE 11.00
#294030 C777 R03 T11:41
02/15/89



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) 80A-1 Molder
One (1) 80A Adapter

Annapolis -# 181138

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
Orson's Meats
Type or Print Above Name on Above Line

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

HOBART CORPORATION
(Signature of Secured Party)
Type or Print Above Signature on Above Line

STATE OF MARYLAND

276370

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Command Technology, Inc.
Address 2600 Cabover Dr. Suite M Hanover, MD 21076

2. SECURED PARTY

Name W.C. Burroughs & Associates, Inc.
Address 7146 Montevideo Rd. Jessup, MD 20794

RECORD FEE 17.00
POSTAGE .50
#274060 6777 R03 T11:42
02/15/89

First Interstate Credit Alliance, Inc. 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."

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Command Technology, Inc.

[Signature]
(Signature of Debtor)

George Braswell, Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W.C. Burroughs & Associates, Inc.

[Signature]
(Signature of Secured Party)

Wilbur C. Burroughs, V.P.
Type or Print Above Signature on Above Line

17.50

CONDITIONAL SALE CONTRACT NOTE

BOOK 538 PAGE 68

TO: M.C. Burroughs & Associates, Inc. ("Seller") FROM: Command Technology, Inc. ("Buyer")
7146 Montevideo Rd, Jessup, MD 20794 (Address of Seller) 2600 Cabover Dr, Suite M Hanover, MD 21076 (Address of Buyer)

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

Table with 2 columns: Description of property purchased and financial details. Row 1: (1) TIME SALES PRICE \$ 185,101.10. Row 2: (2) Less DOWN PAYMENT In Cash \$ 13,771.70. Row 3: (3) Less DOWN PAYMENT IN GOODS (Trade-In Allowance) \$ -0-. Row 4: (4) CONTRACT PRICE (Time Balance) \$ 171,329.40.

*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: 2600 Cabover Dr, Suite M Hanover Anne Arundel MD

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 One hundred seventy one thousand three hundred twenty nine and 40/100 Dollars (\$ 171,329.40) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 10th day of April, 19 89, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 2,855.49 and the final installment being in the amount of \$ 2,855.49 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.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. 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: February 9 19 89 BUYER(S)-MAKER(S):
Accepted: M.C. Burroughs & Associates, Inc. (SEAL) Command Technology, Inc. (SEAL)
By: Wilbur C. Burroughs, V.P. (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here)
By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here)

This instrument prepared by _____

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-fiftieth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable 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 repossession and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller

(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 February 9, 1989

between W.C. Burroughs & Associates, Inc. as Seller/Lessor/Mortgagee and Command Technology, Inc. 2000 Cabover Dr. Suite M Hanover, MD 21076 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 171,329.40 9th day of February, 19 89

IN WITNESS WHEREOF, we have hereunto set our hand and seal this _____ day of _____, 19 _____.

W.C. Burroughs & Associates, Inc. (Seal)

(Seller/Lessor/Mortgagee)

By: William C. Burroughs, V.P.

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

FICA L-5A

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):
The North Arundel Hospital Association, Inc.
Name or Names—Print or Type
301 Hospital Drive, Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code
Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:
Bresler & Reiner, Inc. RECORD FEE 25.00
Name or Names—Print or Type #294100 CTTT R03 111:46
401 M Street, S.W., Washington, D.C. 20024 02/15/89
Address—Street No., City - County State Zip Code

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

Certain equipment as generally described on the attached Exhibit A, including all attachments, parts, or accessories attached thereto whether now owned or hereafter acquired. The Assignee of the Secured Party has equipment invoices with complete descriptions.

ASSIGNEE OF SECURED PARTY:
Citizens Bank and Trust Company of Maryland 6200 Baltimore Blvd. Riverdale, MD 20737

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

The North Arundel Hospital Association, Inc.

Bresler & Reiner, Inc.

T. Wyatt Mena
T. WYATT MEDICUS

Philip Friedman
PHILIP FRIEDMAN

25-8

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

Name and Address Thomas J. Huber, Jr, Citizens Bank and Trust 6200 Balto. Blvd. Riverdale MD 20737

Exhibit A

attached to and forming a part of the Maryland UCC-1 between The North Arundel Hospital Association, Inc., as Debtor, and Bresler & Reiner, Inc., as Secured party.

I.D. #	ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	DEPARTMENT
2	PERSONAL COMPUTER/PRINTER- PAT N.	1	4500	4500	ADMINISTRATION
3	PERSONAL COMPUTER/PRINTER-MED.STAFF	1	4500	4500	ADMINISTRATION
4	PERSONAL COMPUTER/PRINTER-EKG	1	4500	4500	CARDIOLOGY
5	PERSONAL COMPUTER/PRNTR-PRISCILLA	1	4500	4500	ADMINISTRATION
71	BURSTER	1	2300	2300	INFORMATION SERVICES
82	EMPLOYEE ID. BADGE SYSTEM	1	5540	5540	PERSONNEL
105	FAX MACHINE	1	2175	2175	FINANCE
106	PERSONAL COMP. - NETWORK/FILE SERVER	1	8000	8000	FINANCE
119	MICROFISCHE READER/PRINTER	1	3000	3000	PATIENT ACCOUNTING
120	PERSONAL COMPUTER W/PRINTER/NETWRK	1	3200	3200	PATIENT ACCOUNTING
123	COPIER W/COLLATOR	1	10000	10000	PATIENT ACCOUNTING
128	CHAIR STD. SECRETARY W/O ARMS STAFF	7	199	1393	ADMITTING
133	PORTABLE TYPEWRITERS	4	300	1200	ADMITTING
134	PRINTERS-OT 700'S	2	1667	3334	ADMITTING
147	AT&T TERMINALS	2	1000	2000	COMMUNICATIONS
159	PERSONAL COMPUTER/PRINTER-SEC,PAT K	1	4500	4500	COMMUNITY SERVICES
172	LINEN CART	2	700	1400	HOUSEKEEPING
174	SEWING MACHINE, BERINA	1	699	699	HOUSEKEEPING
187	MEDICAL TESTER	1	5700	5700	PLANT OPERATIONS
189	FC UNIT	1	3000	3000	PLANT OPERATIONS
237	ARM CHAIR, TV ROOM	2	401	802	2A PSYCHIATRIC UNIT
238	BEDS	15	320	4800	2A PSYCHIATRIC UNIT
239	CHAIRS	19	238	4522	2A PSYCHIATRIC UNIT
240	CONSOLE TV	1	600	600	2A PSYCHIATRIC UNIT
242	DD8- CHAIR SIDE ARM FOR TABLE, BREA	4	230	920	2A PSYCHIATRIC UNIT
243	DD8- CHAIR SIDE ARM FOR TABLE, CONF	8	230	1840	2A PSYCHIATRIC UNIT
244	DD8- CHAIR SIDE ARM FOR TABLES, DIN	30	199	5970	2A PSYCHIATRIC UNIT
245	DD8- CHAIR SIDE ARM FOR TABLES, DAY	40	199	7960	2A PSYCHIATRIC UNIT
246	DD8- TABLE - LEGGED, DAY ROOM	4	2000	8000	2A PSYCHIATRIC UNIT
247	DD8- TABLE 48" - LEGGED	1	1350	1350	2A PSYCHIATRIC UNIT
248	DD8- TABLE CONF-LEGGED, CONF ROOM	2	1886	3772	2A PSYCHIATRIC UNIT
249	DD8- TABLE SQ 42" W "X" CHROME BA,D	6	784	4704	2A PSYCHIATRIC UNIT
250	DRAPERIES	26	110	2860	2A PSYCHIATRIC UNIT
251	DRYER, DINING AREA	1	500	500	2A PSYCHIATRIC UNIT
252	GERIATRIC CHAIRS	2	500	1000	2A PSYCHIATRIC UNIT
253	NIGHTSTANDS	19	325	6175	2A PSYCHIATRIC UNIT
254	REFRIGERATOR, DINING AREA	1	1200	1200	2A PSYCHIATRIC UNIT
255	SETTEE, TV ROOM	2	565	1130	2A PSYCHIATRIC UNIT
256	STOVE, ELECTRIC, DINING AREA	1	1500	1500	2A PSYCHIATRIC UNIT
257	WASHER, DINING AREA	1	500	500	2A PSYCHIATRIC UNIT
259	INFANT SCALE	1	1400	1400	PEDIATRICS
260	RECLINER, LAZBOY, PEDS	3	500	1500	PEDIATRICS
266	HIGH-BACK CHAIRS, #260-FS1, 3A	39	347	13533	3A MEDICAL/SURGICAL
267	HILLROM GERICHAIR	1	525	525	3A MEDICAL/SURGICAL
268	LOVESEAT, #260-F20, 3A WAITING	1	565	565	3A MEDICAL/SURGICAL
269	LOW-BACK CHAIRS, #300K	19	181	3439	3A MEDICAL/SURGICAL
270	OVERSIZE WHLCHAIR REMOVBLE ARMS 3A	1	1204	1204	3A MEDICAL/SURGICAL
271	SCALES FOR BED-RIDDEN PTS, 3A	1	4320	4320	3A MEDICAL/SURGICAL

I.D. #	ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	DEPARTMENT
272	SEC. CHAIRS, #59-3070, 3A NURSE STA	3	283		849 3A MEDICAL/SURGICAL
273	SIDE RAIL REPLACEMENTS 3A	39	50		1950 3A MEDICAL/SURGICAL
274	SOFA, #260-F30, 3A WAITING AREA	1	763		763 3A MEDICAL/SURGICAL
275	STRAIGHT CHAIRS #50-2002, 3A NURSTA	2	230		460 3A MEDICAL/SURGICAL
276	WHEELCHAIR WITH IV POLE, ETC., 3A	1	1419		1419 3A MEDICAL/SURGICAL
290	CARDIAC OUTPUT MODULES, CCU, UPGRAD	9	5000		45000 CORONARY CARE UNIT
291	DIALYSIS CYCLER, CCU	1	6000		6000 CORONARY CARE UNIT
292	NON-INVASIVE BP MONITORS, CCU	1	3400		3400 CORONARY CARE UNIT
295	TEMP/RESP MODULES, CCU, UPGRADE	9	1333		12000 CORONARY CARE UNIT
355	CARDIAC OUTPUT MODULES, ICU, UPGRAD	2	5000		10000 INTENSIVE CARE UNIT
359	TRANSCUTANEOUS O2 MODULES, ICU	2	5000		10000 INTENSIVE CARE UNIT
360	WARMING CABINET, ICU	1	7000		7000 INTENSIVE CARE UNIT
420	HILLROM GERICHAIR	1	525		525 2B MEDICAL/SURGICAL
421	OVERSIZE WHLCHAIR REMOVBL ARMS 2B	1	1204		1204 2B MEDICAL/SURGICAL
422	SCALES FOR BED-RIDDEN PTS, 2B	1	4320		4320 2B MEDICAL/SURGICAL
423	SIDE RAIL REPLACEMENTS 2B	28	50		1400 2B MEDICAL/SURGICAL
424	WHEELCHAIR WITH IV POLE ETC., 2B	1	1419		1419 2B MEDICAL/SURGICAL
447	HILLROM GERICHAIRS	2	525		1050 3BC MEDICAL/SURGICAL
450	OVERSIZE WHLCHAIR REMVBLE ARM, 3BC	1	1204		1204 3BC MEDICAL/SURGICAL
452	SCALES FOR BED-RIDDEN PTS, 3BC	1	4320		4320 3BC MEDICAL/SURGICAL
454	SIDE RAIL REPLACEMENTS 3BC	54	50		2700 3BC MEDICAL/SURGICAL
457	WHEELCHAIR WITH IV POLE, ETC., 3BC	1	1419		1419 3BC MEDICAL/SURGICAL
472	#260-F30 SOFA, 4BC WAITING AREAS	1	763		763 4BC MEDICAL/SURGICAL
473	DEFIBRILLATOR/MONITOR	1	7000		7000 4BC MEDICAL/SURGICAL
474	HIGH BACK CHAIRS, 4BC PT RMS	54	347		18738 4BC MEDICAL/SURGICAL
475	HILLROM GERICHAIR, 4BC	1	525		525 4BC MEDICAL/SURGICAL
476	LOVE SEAT, #260-F20, 4BC WAITING	1	565		565 4BC MEDICAL/SURGICAL
477	LOW BACK CHAIRS, 4BC PT ROOMS	28	181		5068 4BC MEDICAL/SURGICAL
478	OVERSIZE WHLCHAIR REMVBL ARMS 4BC	1	1204		1204 4BC MEDICAL/SURGICAL
479	RENOVATIONS TO 4B/C	1	2564		2564 4BC MEDICAL/SURGICAL
480	SCALE FOR BED-RIDDEN PTS, 4BC	1	4320		4320 4BC MEDICAL/SURGICAL
481	SECRETARY CHAIRS, #50-3070, 4BC NRS	4	199		796 4BC MEDICAL/SURGICAL
482	SIDE RAIL REPLACEMENTS 4BC	54	50		2700 4BC MEDICAL/SURGICAL
483	STRAIGHT CHAIRS, #50-2002, 4BC NRS	4	230		920 4BC MEDICAL/SURGICAL
484	WHEELCHAIR WITH IV POLE, ETC. 4BC	1	1419		1419 4BC MEDICAL/SURGICAL
498	RECLINER, LAZBOY, CDU	2	500		1000 5C CHEMICAL DEPENDENCY
514	HILLROM GERICHAIR, 6BC	1	525		525 6BC MEDICAL/SURGICAL
515	OVERSIZE WHLCHAIR REMVBLE ARMS 6BC	1	1204		1204 6BC MEDICAL/SURGICAL
516	SCALES FOR BED-RIDDEN PTS, 6BC	1	4320		4320 6BC MEDICAL/SURGICAL
517	SIDE RAIL REPLACEMENTS 6BC	26	50		1300 6BC MEDICAL/SURGICAL
518	WHEELCHAIRS WITH IV POLE, ETC, 6BC	1	1419		1419 6BC MEDICAL/SURGICAL
539	CAM/CORDER VHS	1	2395		2395 STAFF DEVELOPMENT
540	PORTABLE VHS PLAYER/MONITOR, UNIT	2	1340		2680 STAFF DEVELOPMENT
551	COPIER, NURSING OFFICE	1	10000		10000 NURSING OFFICE
552	PERSONAL COMPUTER W/PRINTER/MODEM	1	5000		5000 NURSING OFFICE
569	AIRWAY GAS MONITORS	2	4988		9996 ANESTHESIA
572	ANTHESIA DELIVERY UNITS	2	47392		94784 ANESTHESIA
573	DESK-MANAGERIAL	1	506		506 ANESTHESIA

I.D. #	ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	DEPARTMENT
575	INTUBATING FIBEROPTIC BRONCHOSCOPE	1	5000	5000	ANESTHESIA
576	SLEEPER CHAIR	1	519	519	ANESTHESIA
583	CF-PIOS	1	10000	10000	ENDOSCOPY
584	COLONOSCOPE	1	11000	11000	ENDOSCOPY
585	DOUBLE CHANNEL GASTROSCOPE	1	13000	13000	ENDOSCOPY
586	ERCP DUODENOSCOPE (JF-10)	1	14000	14000	ENDOSCOPY
589	PEDIATRIC COLONOSCOPE	1	10450	10450	ENDOSCOPY
591	WHEELCHAIR	1	600	600	ENDOSCOPY
592	X-RAY STRETCHER	1	4000	4000	ENDOSCOPY
593	XENON LIGHT SOURCE	1	6200	6200	ENDOSCOPY
649	ULTRASONIC CLEANER	1	1740	1740	ENDOSCOPY
662	ANEURYSM CLIP SET	1	3000	3000	OPERATING ROOM
663	FLUID WARMING CABINET	1	4000	4000	OPERATING ROOM
664	HYSTEROSCOPE	1	10000	10000	OPERATING ROOM
665	LAPAROSCOPY SET (LASER)	1	14000	14000	OPERATING ROOM
673	MIDAS REX INSTRUMENT SET	1	30000	30000	OPERATING ROOM
675	NUCLEOTOME SYSTEM W/ STAND	1	10200	10200	OPERATING ROOM
680	STORAGE SHELVING (ROLLING)	3	1200	3600	OPERATING ROOM
767	BEDS/MATTRESSES, AMBO SURG	2	3350	6700	RECOVERY ROOM
766	BLANKET WARMER/FLUID WARMING CAB	1	7000	7000	RECOVERY ROOM
772	PATIENT REC. LOUNGE CHAIR, AMB SURG	4	600	2400	RECOVERY ROOM
774	SIDE CHAIRS, AMB SURG	6	181	1086	RECOVERY ROOM
798	BIOLOGICAL REFRIGERATOR, RETAIL TPN	1	2500	2500	PHARMACY
799	FLUID TRANSPORT CART	1	900	900	PHARMACY
800	LAMINAR FLOW HOOD, RETAIL TPN	1	6000	6000	PHARMACY
801	PERSONAL COMPUTER AND PRINTER, SEC.	1	4500	4500	PHARMACY
802	TRANSPORT CART FOR UNIT DOSE SYSTE	1	1600	1600	PHARMACY
839	MEDICINE CARTS, PHASE II	1	757	757	PHASE II UNIT
840	STRETCHER, MATTRESS, IV POLE	1	2000	2000	PHASE II UNIT
841	TELEM MON, CENTRAL & ARRHYTHM, PHII	4	9500	38000	PHASE II UNIT
842	WHEELCHAIRS	2	600	1200	PHASE II UNIT
852	MIRA CHEM INST-CHEMISTRY	2	55000	55000	CHEMISTRY
859	SLIDE STAINER-HEMA/UR	1	7000	7000	HEMATOLOGY/URINALYSIS
860	TYPEWRITER-HEMA/UR	1	1000	1000	HEMATOLOGY/URINALYSIS
898	CELL WASHERS-BLOOD BK.	1	6000	6000	BLOOD BANK
899	FREEZER	1	6000	6000	BLOOD BANK
912	MICROTOME-HISTO	1	6900	6900	HISTOPATHOLOGY/CYTO
914	TISSUE PROCESSOR-HISTO	1	14000	14000	HISTOPATHOLOGY/CYTO
915	TYPEWRITER-HISTO	1	1000	1000	HISTOPATHOLOGY/CYTO
920	CRYOSTAT-HISTO, TISSUE TEK II	1	7774	7774	HISTOPATHOLOGY/CYTO
936	CHAIR STD. SECRETARY W/O ARMS	10	199	1990	MEDICAL RECORDS
937	PATIENT CHARTING SYSTEM-CARSTEN'S	1	17500	17500	MEDICAL RECORDS
938	PERSONAL COMPUTER	1	2500	2500	MEDICAL RECORDS
940	PLAIN PAPER READER PRINTER-3M	1	5000	5000	MEDICAL RECORDS
941	TERMINAL ST. PAUL COMP. CNTR.	1	1000	1000	MEDICAL RECORDS
942	TYPEWRITERS	2	375	750	MEDICAL RECORDS
962	4 WHEEL DRIVE VEHICLE	1	16000	16000	SECURITY
964	MOTOROLA WALKIE TALKIE	1	600	600	SECURITY

I.D. #	ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	DEPARTMENT
967	TASK CHAIRS W/ARMS FOR SECURITY DES	5	230	1150	SECURITY
983	35MM CINE' FILM STORAGE RACK	1	500	500	CARDIAC CATH LAB
984	BALLOON PUMP	1	35500	35500	CARDIAC CATH LAB
998	CAMERA SYSTEM, 100 MM CUTFILM, RM #3	1	29500	29500	RADIOLOGY
1001	PORT XRAY UNIT	1	38000	38000	RADIOLOGY
1002	QA TESTING EQUIPMENT	1	10000	10000	RADIOLOGY
1083	TERMINAL/PRINTER-ST. PAUL	1	1000	1000	HOME HEALTH
1090	TYPEWRITER	1	800	800	CDU INPATIENT SERVICES
1104	SUCTION HEADS-ICU,CCU, OR & RR	74	378	28200	CENTRAL SUPPLY
1105	WASHER/STERILIZER	1	38000	38000	CENTRAL SUPPLY
1110	DD8- M.A. CASE WKR. WRKST - PSYCH.	2	4100	8200	SOCIAL WORK
1111	SOCIAL WORKER T7 WRKST - PSYCH	2	4100	8200	SOCIAL WORK
1116	PERSONAL COMPUTER W/PRINTER- SEC	1	4500	4500	SOCIAL WORK
1131	PERSONAL COMPUTER/PRINTER,DEPT. SEC	1	4500	4500	QUALITY ASSURANCE
1153	ADULT VOLUME VENTILATOR (BEAR 2)	1	10000	10000	RESPIRATORY THERAPY
1154	CO OXIMETER	1	10000	10000	RESPIRATORY THERAPY
1155	NELCOR CONTINUOUS OXIMETER N-100	1	3400	3400	RESPIRATORY THERAPY
1157	OXYGEN ANALYZER	2	600	1200	RESPIRATORY THERAPY
1159	PULSE OXIMETER-HAND HELD N-10	2	2600	5200	RESPIRATORY THERAPY
1160	TOTAL LUNG ANALYZER (SPINMAKER TL)	1	35305	35305	RESPIRATORY THERAPY
1215	DEFIBRILLATOR UNIT (W/O CRASH CART)	1	16500	16500	NUCLEAR MEDICINE
1216	QA TEST EQUIPMENT FOR SPEC WORK	1	3500	3500	NUCLEAR MEDICINE
1217	SCANNING IMAGING TABLE	1	1000	1000	NUCLEAR MEDICINE
1218	THYROID UPTAKE SYSTEM	1	9000	9000	NUCLEAR MEDICINE
1237	SMALL WHIRLPOOL	1	1920	1920	PHYSICAL THERAPY
1238	TRACTION UNIT	1	1990	1990	PHYSICAL THERAPY
1239	ULTRASOUND UNIT	1	3390	3390	PHYSICAL THERAPY
1240	WHEELCHAIR STANDARD	1	500	500	PHYSICAL THERAPY
1241	WHEELCHAIR, OVERSIZED	1	850	850	PHYSICAL THERAPY
1267	CARDIAC STRETCHERS	3	3400	10200	EMERGENCY SERVICES
1268	COPYING MACHINE	1	4500	4500	EMERGENCY SERVICES
1270	NON-INVASIVE BP MONITORS	2	6000	12000	EMERGENCY SERVICES
1271	OXIMETER-TRANSCUTANEOUS	1	5000	5000	EMERGENCY SERVICES
1272	PORTABLE CARDIAC MONITOR	1	6900	6900	EMERGENCY SERVICES
1273	TEMPORARY PACEMAKER (PULSE GEN)	1	6000	6000	EMERGENCY SERVICES
1274	PERSONAL COMPUTER- WORD.PROC.,SECRE	2	3000	6000	EMERGENCY SERVICES
1305	WHEELCHAIR	1	4500	4500	EMERGENCY SERVICES
1306	TYPEWRITER - RECEPTION AREA	1	982	982	RADIOLOGY
1307	LASER JET PRINTER	1	735	735	RADIOLOGY
1308	PRINTER, LASER JET	1	2100	2100	FINANCE
1309	AV SEQUENTIAL PACEMAKER	1	2100	2100	ADMINISTRATION
1310	PORT MONITOR, ART PRESSUR WAVE FORM	1	3000	3000	CORONARY CARE
1311	DOPPLER FLOWMETERS, PHASE II	1	3000	3000	INTENSIVE CARE UNIT
1312	MEDICINE CARTS, PHASE II	1	600	600	PHASE II UNIT
1313	NERVE STIMULATOR & PROBE TIP SET,OR	1	757	757	PHASE II UNIT
1314	PULSE GENERATORS, CCU	1	1000	1000	OPERATING ROOM
1316	PC WITH CHI BOARD	2	1800	3600	CORONARY CARE
1317	LITHOTRITE	1	2875	2875	LIFE CENTER
		1	3350	3350	OPERATING ROOM

I.D. # ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	DEPARTMENT
1318 STORAGE CARTS, RR	6	686		4114 RECOVERY ROOM
1319 LASER PRINTER	1	2100		2100 PUBLIC RELATIONS
1320 PERSONAL COMPUTER	1	2300		2300 LABORATORY-GEN'L
1321 PERSONAL COMPUTER WITH PRINTER	1	4500		4500 RESPIRATORY THERAPY
1322 LASER PRINTER, STAFF DEVEL	1	2300		2300 STAFF DEVELOPMENT
1323 PC WITH EGA MONITOR	1	2018		2018 PUBLIC RELATIONS
1324 MOBILE RADIO FOR NEW VAN	1	760		760 SECURITY
1325 WARDROBE WITH POLYCARBONATE MIRROR	19	568		10799 PSYCHIATRIC UNIT
1326 NUCLEAR MEDICINE GAMMA CAMERA	1	246736		246736 NUCLEAR MEDICINE
*** Total ***			1167654	1498742

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

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

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the Premises.

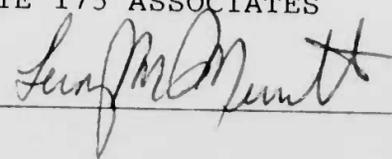
4. The aforesaid items are included as security in a certain Indemnity Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits dated February 14, 1989, given by the Debtor to trustees, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which 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:

ROUTE 175 ASSOCIATES

By:  (SEAL)

02-10-89
DRM

BOOK 538 PAGE 79

2199v

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

EXHIBIT A

BOOK 538 PAGE 80

LEGAL DESCRIPTION

All that lot of ground containing 4.14 acres, designated as Lots 4 and 5 on a Plat recorded among the Land Records of Anne Arundel County in Liber G.W. 22, folio 452, and acquired by Deed from Samuel Schenker and Albert J. Goodman, Trustees to Louis Brodsky and Bessie Brodsky, his wife, dated August 31, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1510, folio 146 (Parcel 10 in said Deed).

Saving and Excepting therefrom so much of the said property described in the following instruments:

Deed dated March 31, 1967 and recorded among the Land Records of Anne Arundel County in M.S.H. No. 2055, folio 87 by and between Louis Brodsky and Bessie Brodsky, his wife unto the State Roads Commission of Maryland; and

Deed recorded among the Land Records of Anne Arundel County in Liber FAM No. 184, folio 263 to the State of Maryland to the use of the State Roads Commission of Maryland.

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

276373

SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transaction)

Debtor:

EAGLES NEST ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership

Address:

c/o Halle Enterprises, Inc. 2900 Linden Lane, Suite 300 Silver Spring, Maryland 20910

Secured Party:

SIGNET BANK/VIRGINIA

8330 Boone Boulevard Vienna, Virginia 22180

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 an Amended and Restated Promissory Note of even date herewith in the amount of Fourteen Million Dollars (\$14,000,000.00) from Debtor, as Maker, payable to Secured Party (the "Note"). The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust as modified by a Deed of Trust Modification Agreement of even date herewith made by Debtor, as Grantor, to James P. Carroll and Robert S. Schiro, as 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 beyond any applicable cure period 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.

RECORDING FEE 66.00
POSTAGE .50
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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 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 improvements placed on the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor.

(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;

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 term 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.

WITNESS/ATTEST:

DEBTOR:

EAGLES NEST ASSOCIATES LIMITED PARTNERSHIP,
a Maryland limited partnership

By: Halle Enterprises, Inc.,
a Maryland corporation,
Sole General Partner

Marion A. Steen
, (Asst) Secretary

By: Warren E. Halle
Warren E. Halle, President

[CORPORATE SEAL]

TO THE FILING OFFICER: After this Security Agreement and Financing Statement has been recorded, please return the same to:

Jones, Day, Reavis & Pogue
1450 G Street, N.W.
Suite 600
Washington, D.C. 20005-2088
Attn: James P. Carroll, Esquire

ORIGINAL



EXHIBIT 'A'

File No.

Policy No.

PARCEL ONE

BEGINNING for the same at a point on the South 50 degrees 12 minutes 28 seconds West 6171.00 foot line of a conveyance from Emery G. Ingle to Emery G. and Maggie M. Ingle recorded among the Land Records of Anne Arundel County, Maryland in Liber 3315, folio 568 dated May 21, 1980, said point being North 50 degrees 12 minutes 53 seconds West 1760.00 feet from a monument found at the end of the aforementioned 6171.00 foot line of said conveyance; thence leaving said line and running through the entire tract;

1. North 64 degrees 29 minutes 31 seconds West 1860.00 feet; thence
2. North 21 degrees 16 minutes 51 seconds West 597.08 feet to a point on the North 44 degrees 19 minutes 32 seconds East 2289.72 foot line of said deed; thence binding on the outline of said tract and the property of Elsie St. George Barber the following 15 courses and distances
3. North 44 degrees 20 minutes 53 seconds East 2,222.38 feet to an iron pipe found; thence
4. South 23 degrees 40 minutes 27 seconds East 552.75 feet; thence
5. South 52 degrees 39 minutes 41 seconds East 330.27 feet; thence
6. South 42 degrees 38 minutes 25 seconds East 544.48 feet to an iron pipe found; thence
7. North 54 degrees 19 minutes 33 seconds East 231.00 feet; thence
8. North 70 degrees 17 minutes 27 seconds East 453.64 feet; thence
9. North 34 degrees 34 minutes 33 seconds East 346.50 feet; thence
10. North 48 degrees 04 minutes 33 seconds East 363.00 feet to the Eastern line of the 400 foot Baltimore Gas and Electric right of way described in Liber 2362, folio 483; thence
11. South 76 degrees 10 minutes 27 seconds East 429.00 feet; thence
12. North 66 degrees 34 minutes 33 seconds East 231.00 feet; thence
13. North 18 degrees 19 minutes 33 seconds East 123.75 feet; thence
14. North 47 degrees 49 minutes 33 seconds East 291.00 feet; thence
15. South 81 degrees 40 minutes 27 seconds East 924.00 feet to a point on the Northern line of a Deed to William P. Heckel recorded in Liber 2235, folio 187; thence with said line and the Northern line of the South River Spring Lakes



File No.

Policy No.

Subdivision

16. South 50 degrees 12 minutes 28 seconds West 1514.23 feet; thence

17. South 50 degrees 12 minutes 53 seconds West 2897.73 feet to the point of beginning. Containing in all 160.23495 acres of land plus or minus as shown on a minor subdivision plat entitled the Property of Emery and Maggie Ingle, Second Assessment District, Anne Arundel County, Maryland in minor subdivision Plat Number 85-122.

Together with the rights reserved unto Emery G. Ingle and Maggie M. Ingle, his wife in a Deed dated September 8, 1980 and recorded among the Land Records of Anne Arundel County in Liber 3341, folio 750 by and between Emery G. Ingle and Maggie M. Ingle, his wife and Bankers Trust Company, Trustee and Baltimore Gas and Electric Company.

Saving and Excepting however, those parcels of land comprising 10.98 acres of land; that is to say the 400 foot wide parcel of land known as the Baltimore Gas and Electric right of way described in a conveyance recorded in Liber 2362, folio 483 and that parcel or strip of ground 50 feet wide containing 1.186 acres of land being that parcel conveyed in Liber 3341, folio 750 as shown on Plat 85-122 (minor subdivision of Property of Emery and Maggie Ingle) with the exception of the uses, rights and enjoyment of said parcels of land as more particularly described in a Deed dated September 8, 1980 by and between Emery and Maggie Ingle and Banker's Trust Company, recorded in the Land Records of Anne Arundel County, Maryland in Liber 2341, folio 750 and Liber 2362, folio 483 dated September 15, 1970 by and between Elsie Barber, widow and Banker's Trust Company.

PARCEL TWO

Beginning for the same at a point in the north 21 degrees 30 minutes 49 seconds East 484.50 foot line of a parcel of land described in a conveyance from Emery G. Ingle to Emery G. Ingle and Maggie M. Ingle dated May 21, 1980, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3315, folio 568 that intersects the Northern right of way line of St. George Barber Road as now established, said point being South 21 degrees 34 minutes 44 seconds East 448.93 feet from the end of said North 21 degrees 30 minutes 49 seconds East 484.50 foot line of said point; thence binding on and running reversely with said line

1. North 21 degrees 34 minutes 44 seconds East 448.93 feet to an iron pipe found; thence
2. North 33 degrees 34 minutes 35 seconds East 1804.36 feet to an iron pipe found; thence
3. South 70 degrees 08 minutes 09 seconds East 297.04 feet to an iron pipe found; thence



File No.

Policy No.

4. North 50 degrees 34 minutes 33 seconds East 363.00 feet to an iron pipe found; thence
5. North 44 degrees 20 minutes 53 seconds East 67.34 feet; thence leaving said outline and running through the entire tract
6. South 21 degrees 16 minutes 51 seconds East 597.08 feet; thence
7. North 64 degrees 29 minutes 31 seconds West 599.09 feet; thence
8. South 38 degrees 03 minutes 15 seconds East 2298.48 feet to a point on the northern right of way of St. George Barber as dedicated by a minor plat entitled "minor plat Property of Emery and Maggie Ingle", thence binding on said right of way
9. North 71 degrees 26 minutes 23 seconds East 30.70 feet to the point of beginning. Containing in all 13.46908 acres or 586,713 square feet of land more or less.

PARCEL THREE

BEGINNING for the same at a point on the North 21 degrees 30 minutes 44 seconds East 484.50 feet line of a parcel of land described in a conveyance from Emery G. Ingle to Emery G. Ingle and Maggie M. Ingle dated May 21, 1980, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3315, folio 568 said point being on the Northern right of way line of St. George Barber Road as established by a minor plat of the Property of Emery and Maggie Ingle, and said point being South 21 degrees 34 minutes 44 seconds East 448.93 feet from the end of said North 21 degrees 30 minutes 49 seconds East 484.50 foot line of said conveyance; thence leaving said point and running with the new dedication of St. George Barber Road

1. South 71 degrees 26 minutes 23 seconds East 30.70 feet to a point; thence running with the 8th line of this conveyance
2. South 38 degrees 03 minutes 15 seconds West 37.68 feet to a point on the northern right of way of St. George Barber Road; thence binding on said right of way
3. North 71 degrees 26 minutes 17 seconds West 20.00 feet to a point; thence binding on the North 21 degrees 34 minutes 44 seconds East 484.50 foot line of said Deed
4. North 21 degrees 34 minutes 44 seconds East 35.57 feet to the point of beginning.

Containing in all 900 square feet or .0267 acres of land more or less for the purpose of ingress and egress to this parcel.

Being the same parcels of ground described in a Deed recorded among the Land Records of Anne Arundel County in Liber 4128, folio 581.



File No.

Policy No.

PARCEL FOUR

Beginning for the same at a point on the southern most right of way line of U.S. Route 50, 200 feet wide as shown on State Highway Administration Plat 7241 where said right of way intersects the eastern right of way line of Rutland Road as shown on SRC Plat Number 7242; thence leaving said point and binding said right of way line of U. S. Route 50 the following 11 courses and distances:

878.54 feet along the arc of a curve to the left with a radius of 5,829.59 feet a chord bearing North 56 degrees 26 minutes 12 seconds East a distance of 877.71 feet thence;

North 52 degrees 07 minutes 10 seconds East 1792.07 feet; thence

657.92 feet along the arc of a curve to the left with a radius of 11,559.19 feet a chord bearing of North 50 degrees 29 minutes 20 seconds West a distance of 657.83 feet thence;

North 48 degrees 51 minutes 30 seconds East 1720.20 feet to a point on the western right of way line of the Baltimore Gas and Electric Company right of way; 400 feet wide, across said right of way, but still with the right of way line of Route 50 thence;

North 48 degrees 51 minutes 30 seconds East 364.55 feet thence;

60.59 feet along the arc of a curve to the right with a radius of 5,629.54 feet a chord being North 49 degrees 10 minutes 00 seconds East a distance of 60.59 feet to the eastern side of the Baltimore Gas and Electric Company right of way thence;

694.74 feet along the arc of a curve to the right with a radius of 5629.54 feet a chord bearing of North 53 degrees 00 minutes 38 seconds East a distance of 694.30 feet thence;

North 56 degrees 32 minutes 45 seconds East 2747.44 feet thence;

South 33 degrees 27 minutes 15 seconds East 660.00 feet thence;

North 56 degrees 32 minutes 45 seconds East 518.92 feet thence leaving said right of way and running along the western shore of the South River the following 8 courses and distances:

South 15 degrees 20 minutes 41 seconds West 447.74 feet thence;

South 34 degrees 02 minutes 41 seconds West 167.03 feet thence

South 22 degrees 23 minutes 19 seconds East 403.34 feet thence

South 58 degrees 25 minutes 19 seconds East 272.65 feet thence

FORM 2002 (Continuation)

ORIGINAL



File No.

Policy No.

South 77 degrees 51 minutes 19 seconds East 151.35 feet thence;
South 02 degrees 55 minutes 41 seconds West 397.95 feet thence;
South 23 degrees 52 minutes 41 seconds West 348.23 feet thence;
South 00 degrees 24 minutes 19 seconds West 23.88 feet thence leaving the shore
of the South River and binding on the Northernmost line of the property of Elsie
Barber, 26 acre parcel (hereinafter described as Part II);
South 77 degrees 24 minutes 30 seconds West 826.34 feet thence
South 38 degrees 55 minutes 30 seconds West 211.53 feet thence
South 10 degrees 01 minutes 00 seconds East 810.88 feet thence
North 85 degrees 33 minutes 30 seconds East 68.95 feet to a pipe found thence
leaving the above mentioned 26 acre parcel;
South 20 degrees 31 minutes 30 seconds East 380.27 feet to a pipe found running
with part of Plat One Section Three Harbor Hills and part of Plat Two Section
Three, the following 8 courses and distances, thence;
South 82 degrees 17 minutes 42 seconds West 144.64 feet to a pipe found thence;
South 58 degrees 29 minutes 42 seconds West 99.08 feet to a pipe found; thence
South 29 degrees 29 minutes 02 seconds West 148.43 feet to a pipe found thence;
South 28 degrees 05 minutes 02 seconds West 361.94 feet to a pipe found thence;
South 03 degrees 03 minutes 02 seconds West 102.08 feet to a pipe found thence;
South 07 degrees 02 minutes 02 seconds West 201.86 feet thence;
South 17 degrees 01 minutes 02 seconds West 126.52 feet to a pipe found thence
South 00 degrees 27 minutes 30 seconds East 225.40 feet to a monument thence
leaving the Harbor Hills subdivision;
South 86 degrees 24 minutes 11 seconds West 320.63 feet thence;
South 53 degrees 39 minutes 53 seconds West 325.80 feet thence;
North 61 degrees 10 minutes 07 seconds West 294.00 feet thence;
North 51 degrees 38 minutes 07 seconds West 442.70 feet to a pipe found thence;



File No.

Policy No.

North 51 degrees 56 minutes 07 seconds West 238.05 feet to a monument thence;
North 50 degrees 12 minutes 28 seconds East 1514.23 feet thence
North 81 degrees 40 minutes 27 seconds West 924.00 feet thence;
South 47 degrees 49 minutes 33 seconds West 291.00 feet thence;
South 18 degrees 19 minutes 33 seconds West 123.75 feet thence;
South 66 degrees 34 minutes 33 seconds West 231.00 feet thence;
North 76 degrees 10 minutes 27 seconds West 429.0 feet to a point that intersects
the eastern most right of way of the aforesaid B G & E right of way thence running
through said right of way;
South 48 degrees 04 minutes 33 seconds West 363.00 feet thence still crossing
said right of way;
South 34 degrees 34 minutes 33 seconds West 72.72 feet to a pipe set thence
leaving said right of way and still running with the Southern line of Elsie Barber;
South 34 degrees 34 minutes 33 seconds West 273.78 feet to a pipe set thence;
South 70 degrees 19 minutes 33 seconds West 453.75 feet to a pipe thence;
South 54 degrees 19 minutes 33 seconds West 231.00 feet to a pipe set thence;
North 42 degrees 40 minutes 27 seconds West 544.50 feet to a pipe set; thence
North 52 degrees 40 minutes 27 seconds West 330.00 feet to a pipe set thence;
North 23 degrees 40 minutes 27 seconds West 552.75 feet to a pipe set thence
and crossing a 60 foot easement described in M.S.H. 2373 / 639; thence
South 44 degrees 19 minutes 33 seconds West 2289.38 feet thence;
South 50 degrees 34 minutes 33 seconds West 363.00 feet thence;
North 70 degrees 10 minutes 27 seconds West 297.00 feet thence;
South 33 degrees 34 minutes 33 seconds West 1804.23 feet to a stone found; thence
South 21 degrees 30 minutes 49 seconds West 475.08 feet to a pipe found on the
northern right of way line of St. George Barber Road (30 feet wide) thence binding
on said right of way;
North 71 degrees 26 minutes 20 seconds West 239.90 feet to a point that intersects



File No.

Policy No.

said right of way with the Eastern right of way of Rutland Road thence binding on said right of way of Rutland Road the following 11 courses and distances

88. 25 feet along the arc of a curve to the right with a radius of 50.85 feet a chord bearing of North 21 degrees 43 minutes 10 seconds West a distance of 77.58 feet thence;

North 28 degrees 00 minutes 00 seconds East 85.32 feet thence;

North 25 degrees 03 minutes 03 seconds East 609.64 feet thence;

North 29 degrees 56 minutes 57 seconds East 87.71 feet thence;

South 61 degrees 34 minutes 52 seconds East 10.00 feet thence;

North 28 degrees 25 minutes 08 seconds East 200.57 feet thence;

North 25 degrees 49 minutes 08 seconds East 102.21 feet thence;

North 18 degrees 19 minutes 08 seconds East 103.30 feet thence;

North 10 degrees 44 minutes 08 seconds East 102.09 feet thence;

North 08 degrees 46 minutes 08 seconds East 100.95 feet thence;

North 06 degrees 23 minutes 08 seconds East 295.22 feet to the point of beginning and containing in all 338.0487 acres of land.

Together with the rights reserved unto Elsie B. Barber in Deed dated September 5, 1970 and recorded among the Land Records of Anne Arundel County in Liber 2362, folio 483 by and between Elsie B. Barber, Bankers Trust Company, Trustee and Baltimore Gas and Electric Company.

Saving and Excepting 16.8024 acres of land contained in the Baltimore Gas and Electric Company right of way hereinafter described. Beginning at a point on the western right of way line and the south right of way line of Route 50 as shown on SRC Plat 2739 at the end of the North 48 degrees 51 minutes 30 seconds 1720.20 foot line, thence the following 6 courses and distances:

North 48 degrees 51 minutes 30 seconds East 364.55 feet thence;

60.59 feet along the arc of a curve to the right with a radius of 5629.54 feet a chord bearing of North 49 degrees 10 minutes 00 seconds East a distance of 60.59 feet thence;

South 21 degrees 18 minutes 00 seconds East 1825.84 feet thence;

South 48 degrees 04 minutes 33 seconds West 363.00 feet thence;

South 34 degrees 34 minutes 33 seconds West 72.72 feet thence;



COMMONWEALTH
 LAND TITLE INSURANCE COMPANY
 A Reliance Group Holdings Company

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North 21 degrees 18 minutes 00 seconds West 1850.50 feet to the point of beginning and containing in all 16.8024 acres of land more or less.

Subject to an easement for ingress and egress across a fifty foot strip or parcel of land being more particularly described in a Deed dated October 21, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4718, folio 608 from Annapolis Land Limited Partnership unto Warren E. Halle and Martha D. Halle, his wife.

PARCEL FIVE

Beginning for the same at a point on the north side of John Hanson Highway said point also being the southeast corner of a parcel recorded in W.G.L. 2665/752 owned by the State Highway Administration thence running along the northern side of said highway the following 2 courses and distances:

348.58 feet along the arc of a curve to the left with a radius of 5629.59 feet a chord bearing of North 53 degrees 53 minutes 36 seconds East a distance of 348.52 feet; thence

North 52 degrees 07 minutes 10 seconds East 1745.23 feet; thence leaving said highway and running along the northern boundary of a parcel deeded to the State Highway Administration in W.G.L. 2665 / 752 the following 9 courses and distances:

North 37 degrees 52 minutes 50 seconds West 75.00 feet thence;

North 52 degrees 07 minutes 10 seconds East 46.84 feet thence;

642.26 feet along the arc of a curve to the right with a radius of 11284.19 feet a chord bearing North 50 degrees 29 minutes 20 seconds East a distance of 642.18 feet thence;

North 48 degrees 51 minutes 30 seconds East 200.94 feet thence;

North 15 degrees 40 minutes 42 seconds West 581.49 feet thence;

North 48 degrees 51 minutes 50 seconds East 1450.00 feet thence;

South 28 degrees 36 minutes 46 seconds East 184.39 feet thence;

South 20 degrees 29 minutes 41 seconds East 368.68 feet thence leaving said boundary and returning to the John Hanson Highway right of way;

North 48 degrees 51 minutes 30 seconds East 88.51 feet thence; the Baltimore Gas and Electric Company right of way crossing said 400 foot right of way still with said North 48 degrees 51 minutes 30 seconds East 265.30 feet thence;

159.18 feet along the arc of a curve to the right with a radius of 5904.54 feet a chord bearing of North 49 degrees 40 minutes 50 seconds East and a distance



COMMONWEALTH
LAND TITLE INSURANCE COMPANY
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of 159.18 feet thence leaving said B G & E right of way but still along same curve with an arc of 633.03 feet and a radius of 5904.54 feet a chord bearing of South 53 degrees 28 minutes East 632.73 feet thence;

North 56 degrees 32 minutes 45 seconds East 347.44 feet thence;

South 33 degrees 27 minutes 15 seconds East 75.00 feet thence;

North 56 degrees 32 minutes 45 seconds East 700.00 feet thence;

North 33 degrees 27 minutes 15 seconds West 75.00 feet thence;

North 56 degrees 32 minutes 45 seconds East 1700.00 feet thence leaving said highway;

North 33 degrees 27 minutes 15 seconds West 525.00 feet thence;

North 56 degrees 32 minutes 45 seconds East 814.66 feet thence;

North 02 degrees 03 minutes 19 seconds West 96.25 feet to the shores of the South River thence running along the South River the following 8 courses and distances:

North 85 degrees 05 minutes 19 seconds West 89.25 feet thence;

North 67 degrees 00 minutes 19 seconds West 122.50 feet thence;

North 53 degrees 18 minutes 19 seconds West 212.55 feet thence;

North 02 degrees 57 minutes 19 seconds West 427.30 feet thence;

North 80 degrees 06 minutes 19 seconds West 149.95 feet thence;

South 64 degrees 23 minutes 41 seconds West 169.22 feet thence;

South 15 degrees 53 minutes 41 seconds West 99.84 feet thence;

South 08 degrees 56 minutes 19 seconds East 189.19 feet thence leaving said River;

South 17 degrees 09 minutes 41 seconds West 136.68 feet thence;

South 77 degrees 55 minutes 41 seconds West 343.44 feet thence;

North 79 degrees 40 minutes 19 seconds West 351.72 feet thence;

South 72 degrees 34 minutes 41 seconds West 83.56 feet thence;

North 78 degrees 28 minutes 19 seconds West 172.95 feet to a point on a Plat



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of Lavall Section 2, Plat 3 thence the following 7 courses and distances;

South 09 degrees 11 minutes 30 seconds West 104.81 feet thence;

South 15 degrees 18 minutes 30 seconds East 148.64 feet thence;

South 23 degrees 07 minutes 40 seconds West 493.94 feet thence;

South 66 degrees 15 minutes 00 seconds West 1899.03 feet thence;

South 31 degrees 13 minutes 00 seconds East 382.60 feet thence;

South 44 degrees 59 minutes 20 seconds West 11.69 feet thence;

South 43 degrees 53 minutes 40 seconds West 161.18 feet thence;

South 29 degrees 03 minutes 40 seconds West 114.87 feet thence;

South 85 degrees 37 minutes 20 seconds West 94.71 feet; thence running through the Baltimore Gas and Electric Company right of way still with same South 85 degrees 37 minutes 20 seconds West 18.5 feet thence;

South 79 degrees 50 minutes 40 seconds West 128.09 feet thence;

South 87 degrees 00 minutes 40 seconds West 110.85 feet thence;

South 33 degrees 39 minutes 40 seconds West 116.96 feet thence;

South 19 degrees 39 minutes 40 seconds West 81.74 feet thence leaving said B G & E right of way still with same South 19 degrees 39 minutes 40 seconds West 130.35 feet thence;

South 50 degrees 59 minutes 40 seconds West 94.21 feet thence;

North 86 degrees 43 minutes 20 seconds West 130.54 feet thence;

South 38 degrees 50 minutes 40 seconds West 80.67 feet thence;

South 55 degrees 54 minutes 40 seconds West 91.34 feet thence;

South 33 degrees 07 minutes 24 seconds West 115.34 feet thence;

South 33 degrees 39 minutes 15 seconds West 172.47 feet thence;

South 57 degrees 31 minutes 30 seconds West 47.44 feet thence;

North 59 degrees 09 minutes 30 seconds West 60.97 feet thence;



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- South 68 degrees 46 minutes 30 seconds West 97.30 feet thence;
- South 76 degrees 01 minutes 30 seconds West 15.22 feet thence;
- North 58 degrees 23 minutes 30 seconds West 30.20 feet thence;
- North 06 degrees 58 minutes 30 seconds East 27.63 feet thence;
- North 78 degrees 45 minutes 30 seconds West 53.83 feet thence;
- South 38 degrees 51 minutes 30 seconds West 74.39 feet thence;
- South 05 degrees 58 minutes 30 seconds West 41.11 feet thence;
- South 70 degrees 27 minutes 30 seconds West 32.70 feet thence;
- South 28 degrees 10 minutes 30 seconds West 43.32 feet thence;
- South 08 degrees 21 minutes 30 seconds West 25.61 feet thence;
- South 48 degrees 09 minutes 30 seconds West 55.03 feet thence;
- South 71 degrees 16 minutes 30 seconds West 124.04 feet thence;
- South 23 degrees 34 minutes 30 seconds West 48.04 feet thence;
- South 34 degrees 51 minutes 30 seconds East 38.11 feet thence;
- South 52 degrees 05 minutes 30 seconds West 57.11 feet thence;
- South 42 degrees 52 minutes 30 seconds West 71.70 feet thence;
- South 55 degrees 37 minutes 30 seconds West 148.62 feet thence;
- South 43 degrees 07 minutes 30 seconds West 83.42 feet thence;
- North 86 degrees 53 minutes 30 seconds West 146.98 feet thence;
- South 38 degrees 24 minutes 30 seconds West 62.20 feet thence;
- South 47 degrees 04 minutes 30 seconds West 136.00 feet thence;
- South 58 degrees 01 minutes 30 seconds West 40.42 feet thence;
- South 30 degrees 30 minutes 30 seconds West 96.00 feet thence;
- South 01 degrees 24 minutes 30 seconds West 169.50 feet thence;
- South 14 degrees 02 minutes 30 seconds East 136.19 feet thence;



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South 22 degrees 51 minutes 30 seconds West 55.26 feet thence;
South 50 degrees 48 minutes 30 seconds West 90.25 feet thence;
South 57 degrees 45 minutes 30 seconds West 150.85 feet thence;
South 38 degrees 46 minutes 30 seconds West 196.51 feet thence;
South 31 degrees 57 minutes 30 seconds West 139.86 feet thence;
South 12 degrees 09 minutes 30 seconds West 195.74 feet thence;
South 80 degrees 27 minutes 30 seconds East 20.00 feet thence;
South 16 degrees 08 minutes 30 seconds East 57.70 feet thence;
South 46 degrees 24 minutes 30 seconds West 75.00 feet thence;
South 40 degrees 21 minutes 30 seconds West 39.00 feet thence;
South 53 degrees 53 minutes 30 seconds West 80.65 feet thence;
North 77 degrees 49 minutes 30 seconds West 58.31 feet thence;
South 72 degrees 50 minutes 30 seconds West 52.79 feet thence;
South 49 degrees 20 minutes 30 seconds West 70.18 feet thence;
South 04 degrees 09 minutes 30 seconds West 36.77 feet thence;
South 83 degrees 12 minutes 30 seconds West 19.71 feet thence;
South 42 degrees 24 minutes 30 seconds East 384.89 feet to the southeast corner
of the Sara Maddox Property described in 2840 / 824; thence
South 24 degrees 39 minutes 30 seconds West 610.50 feet to a monument found;
thence
North 71 degrees 01 minutes 33 seconds West 781.64 feet to a pipe found thence;
South 29 degrees 56 minutes 32 seconds West 634.44 feet to a point on the east
right of way line of Rutland Road thence;
South 34 degrees 44 minutes 29 seconds East 48.42 feet thence;
247.43 feet along the arc of a curve to the right with a radius of 741.20 a chord
bearing of South 25 degrees 10 minutes 41 seconds East and a distance of 246.29
feet thence leaving said right of way line of Rutland Road thence;
North 51 degrees 31 minutes 42 seconds East 189.81 feet thence;



COMMONWEALTH
LAND TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

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South 34 degrees 19 minutes 58 seconds East 300.00 feet to the point of beginning and containing in all 209.3471 acres of land.

Saving and Excepting 11.0696 acres of land being part of the Baltimore Gas and Electric Company right of way hereinafter described. Beginning on the northern side of John Hanson Highway at the North end of the 48 degrees 51 minutes 30 seconds East 88.51 foot line and still with that same line 265.30 feet thence;

159.18 feet along the arc of a curve to the right with a radius of 5904.54 feet a chord bearing of North 53 degrees 28 minutes 28 seconds East a distance of 159.18 feet thence;

North 21 degrees 18 minutes 00 seconds West 212.90 feet thence;

North 25 degrees 09 minutes 30 seconds West 899.14 feet thence;

South 85 degrees 37 minutes 20 seconds West 18.15 feet thence;

South 79 degrees 50 minutes 40 seconds West 128.09 feet thence;

South 87 degrees 99 minutes 40 seconds West 110.85 feet thence;

South 33 degrees 39 minutes 40 seconds West 116.96 feet thence;

South 19 degrees 39 minutes 40 seconds West 81.74 feet thence;

South 25 degrees 09 minutes 30 seconds East 851.79 feet thence;

South 21 degrees 18 minutes 05 seconds East 340.76 feet to the point of beginning, containing in all 11.0696 acres of land being part of the Baltimore Gas and Electric Company right of way found among the Land Records in Plat Book 2362, folio 483.

1:020:RC

RECORDED IN LINES 497 FOLIO 50 ON APRIL 15, 1986 (DATE) BOOK 538 PAGE 97

1. DEBTOR

NAME W. F. UTZ CONSTRUCTION CO., INC.
ADDRESS 1511 RITCHIE HIGHWAY SUITE 105
ARNOLD, MD. 21012

2. SECURED PARTY

NAME HOME FEDERAL SAVINGS BANK
ADDRESS 122-128 WEST WASHINGTON STREET
HAGERSTOWN, MD. 21740

3. ASSIGNEE

NAME _____
ADDRESS _____

PERSON & ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE:

BARNSTORF AND BARNSTORF
5229 Sixth Street, Baltimore, Maryland 21225

RECORD FEE 10.00

POSTAGE .50

#494700 0345 R01 T1436

MATURITY DATE OF OBLIGATION (IF ANY) _____

02/15/89



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: SEE BELOW

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

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

LOT 2B, ALSO KNOWN AS 1015 B CAYER DRIVE, RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

MAIL TO:

Law Offices
Barnstorf and Barnstorf
The Professional Building
5229 Sixth Street
Baltimore, MD. 21225

HOME FEDERAL SAVINGS BANK

(Corporate Seal)

by: Jacqueline M. Gauer
(Signature of Secured Party)

JACQUELINE M. GAUER
Type or Print Above Name on Above Line
VICE-PRESIDENT

Date January 20, 1989

10
2

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

12.50

RECORDED IN LINDER 497 FOLIO 50 ON APRIL 15, 1986 (DATE)

1. DEBTOR BOOK **538** PAGE **98**
NAME W. F. UTZ CONSTRUCTION CO., INC.
ADDRESS 1511 RITCHIE HIGHWAY SUITE 105
ARNOLD, MD. 21012

2. SECURED PARTY
NAME HOME FEDERAL SAVINGS BANK RECORD FEE 10.00
ADDRESS 122-128 WEST WASHINGTON STREET POSTAGE .50
HAGERSTOWN, MD. 21740 #484720 C345 R01 T14:41
02/15/89

3. ASSIGNEE
NAME _____
ADDRESS _____

PERSON & ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE:

BARNSTORF AND BARNSTORF RECORD FEE 10.00
5229 Sixth Street, Baltimore, Maryland 21225 POSTAGE .50

MATURITY DATE OF OBLIGATION (IF ANY) _____

CHECK FORM OF STATEMENT

POSTAGE .50

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

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

#484710 C345 R01 T14:36
02/15/89

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.)



LOT 2B, ALSO KNOWN AS 1015 B CAYER DRIVE, RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

MAIL TO:

Law Offices
Barnstorf and Barnstorf
The Professional Building
5229 Sixth Street
Baltimore, MD. 21225

HOME FEDERAL SAVINGS BANK
(Corporate Seal)

by: Jacqueline M. Gaver
(Signature of Secured Party)
JACQUELINE M. GAVER
Type or Print Above Name on Above Line
VICE-PRESIDENT

Date January 20, 1989

10

FINANCING STATEMENT

276374

#277

1. Name of Debtor: JOHN HANSON CENTER ASSOCIATES
Address: 170 Jennifer Road
Suite 200
Annapolis, Maryland 21401
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 11, 1988 from Debtor to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

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

13.00
1.50
13.50

RECORDED ON JAN 30, 1989 AT 09:28 AM
IN THE FINANCING RECORDS OF THE MD. ST.
DEPARTMENT OF ASSESSMENTS AND TAXATION
ID # 90308233 RECEIPT # 14582030015
SEE BOTTOM OF PAGE FOR LIBER & FOLIO
RECORDING FEE 13.50
RECORDATION TAX

RECORD FEE 13.00
POSTAGE .50

#385010 C055 R02 T14:37

90308233

02/15/89

◆ THIS SERVES AS YOUR RECEIPT ◆

ML

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the page document on file in this office. DATED: 1/30/89 3

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: Nancy L. ...

This stamp replaces our previous certification system. Effective 1/1/89

4. Proceeds and products of all collateral are covered.
5. Recordation tax on the principal sum of \$2,500,000.00 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtor:

JOHN HANSON CENTER ASSOCIATES

By: *Ronald F. Denz*

Ronald F. Denz
Partner

By: *Robert Hewitt*

Robert Hewitt
Partner

Secured Party:

MARYLAND NATIONAL BANK

By: *Richard C. Springer*

Richard C. Springer
Vice President

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

PLEASE RECORD AS FOLLOWS:

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

ALL THAT lot or parcel of ground situate, lying and being in the Third Taxing District of Anne Arundel County, Maryland and described as follows:

BEGINNING for the same at the beginning of that parcel of land, which by Deed dated December 16, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH 604, folio 118, was conveyed by George S.L. Wilson and Bernice H. Wilson, his wife to the State of Maryland, to the use of the State Roads Commission of Maryland; running thence and binding on a part of the first line described in said deed N. 6 degrees 53' 50" E. 602 feet, more or less to the Southernmost right-of-way line of outer roadway and appurtenances as shown on State Roads Commission of MD Plat No.9935; running thence and binding on said Southernmost right-of-way line of outer roadway and appurtenances S. 83 degrees 04' 10" East a distance of 200 feet to intersect the third line of the land conveyed as aforesaid by George S.L. Wilson and wife to the State; thence running and binding on a part of the third and all of the fourth lines described in said deed, the two following courses, viz: S. 6 degrees 53' 50" West 568 feet, more or less to the end of said third line, and thence South 87 degrees 05' 10" West 202.96 feet to the place of beginning. Containing 2.7 acres of land, more or less.

276375

- Anne Arundel County Land Records
- Anne Arundel County Chattel Records
- Maryland State Department of Assessments and Taxation

FINANCING STATEMENT

1. Debtor: Address:
 FISHING CREEK LIMITED PARTNERSHIP 2124 Priest Bridge Drive
 Suite 14
 Crofton, Maryland 21114

2. Secured Party: Address:
 SOVRAN BANK/DC NATIONAL 1801 K Street, N.W.
 Washington, D.C. 20006

3. This Financing Statement covers:

RECORD FEE 14.00
 POSTAGE .50
 #385300 C055 R02 T16:02
 02/15/89

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real estate hereinafter described ("Real Estate") or any part thereof and now owned or hereafter acquired by Debtor and all fixtures and equipment including but not limited to all gas and electric fixtures, engines, radiators, heaters, air conditioners, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing, heating and cooling fixtures, mantels, refrigerating plant mechanical or otherwise, cooking apparatus and appurtenances, shades awning, screens and blinds, and all other appliances and equipment (including but not limited to refrigerators, dishwashers, trash compactors, washing machines, dryers, disposal systems, stoves and ovens) which are now owned or hereafter acquired by the Debtor for use or installation in on or about the Real Estate or any portion thereof but excluding any personalty which is not affixed to the Real Estate and which is not in any way related to the operation of the Real Estate; and

(b) all accounts receivable (accounts) in respect of any and all leases executed by the Debtor, as Lessor, on any part or parcel of the described Real Estate and the improvements

Return To: Sovran Bank/DC National
 1801 K Street, N.W.
 Washington, D.C. 20006

15.50
 14-8

located thereon, whether said accounts receivable are in existence or are hereafter created and the proceeds thereof; and

(c) and all leases executed by Debtor, as Lessor, of any part or parcel of the described Real Estate and the improvements located thereon, whether said contract rights are in existence or created hereafter and the proceeds thereof; and

(d) all building materials and equipment wherever located now owned or hereafter acquired for installation on the Real Estate; and

(e) all contract rights and accounts receivable (accounts) and general intangibles in respect of or in any wise relating to the Real Estate or any part thereof including, but not limited to all sales contract or option contract deposits or payments relating to the Real Estate or any part thereof, all building permits, water and sewer taps and permits for construction of any improvements on the Real Estate; and

(f) all Plat Plans, Site Plans, Subdivison Plat and all other plans and specifications now or hereafter prepared (or revised) relating to the Real Estate; and

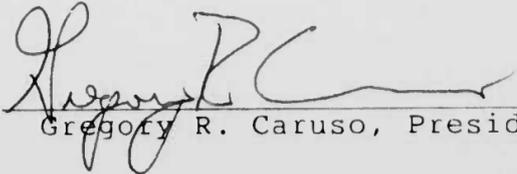
(g) all insurance proceeds and condemnation awards now or hereafter acquired by Debtor recieved in connection with the Real Estate.

4. Proceeds and products of collateral are covered hereunder.
5. The Real Estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made apart hereof.
6. This Financing Statement is not subject to recordation taxes imposed by Section 12-102, Tax Property, Annotated Code of Maryland (1986).

DEBTOR:

FISHING CREEK LIMITED PARTNERSHIP,
A Maryland limited partnership

By: Caruso Homes, Inc., *et al*
Managing General Partner

By: 
Gregory R. Caruso, President

SCHEDULE "A"

Lots numbered One Hundred Twelve (112) through One hundred Eighteen (118), both inclusive, as shown on a plat entitled "FISHING CREEK FARM, Plat Four of Nine", recorded in Plat Book 109 at Plat 48 among the Land Records of Anne Arundel County, Maryland and being in the Second Election District.

FINANCING STATEMENT

Check below if goods are or are to become fixtures

For Filing Officer Use
File No.
Date &
Hour

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)ON DEMAND.....

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
Potomac Land Title Company	11400	Rockville Pike, Suite 510	Rockville,	MD 20852
	10200	River Road	Potomac,	MD 20854
Potomac Land Title Company T/A Dockside Settlements	1460	Ritchie Highway, Suite #204	Arnold,	MD 21042

Name of Secured Party of Assignee	No.	Street	City	State
William E. Dixon	1631	Pleasant Plains Road	Annapolis,	Maryland 21401

RECEIVED
89 FEB 16 PM 12:28
H. ERLE SCHAPER
CLERK

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

SEE EXHIBIT "A" ATTACHED HERETO, all of which is located at the addresses of Debtor as set forth above.

RECORD FEE 12.00
POSTAGE .50
#385520 0055 R02 T12:29
02/16/89

(If Affixed to realty - state value of each article)

ML

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 not subject to Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. ~~If subject, the principal amount of the debt is:~~

DEBTOR(S) OR ASSIGNOR(S)
POTOMAC LAND TITLE COMPANY

BY: W. Dudley Dixon, PRES

DOCKSIDE SETTLEMENTS
BY: POTOMAC LAND TITLE COMPANY (SEA

BY: W. Dudley Dixon, PRES.

17:035:RC

DATED: January 31, 1989

ALL THAT CERTAIN FURNITURE AND FIXTURES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING, TO WIT:

Computers (4)
Computer Screens (4)
Computer Printers (4)
Computer Modules
Computer software/DOS/Cables
Fax Machines (3)
Photocopiers (4)
Typewriters
Adding Machines
Desks
Credenzas
Chairs
Lamps
Tables
Cabinets
File Cabinets
Office Supplies
Small Equipment
Pictures
Plants
Books
Telephones
Wall Accessories
Knick-knacks (3)

RECORD: CHATTEL RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

February 8, 1989

Not subject to Recordation Tax

RECORD FEE 17.00

POSTAGE .50

#485170 0777 R01 T12#53

02/16/89

FINANCING STATEMENT

1. DEBTOR: Address:
CUSIMANO AND SONS, INC., 601 Revell Highway
a Maryland corporation Annapolis, Maryland 21401
2. SECURED PARTY: Address:
FIRST AMERICAN BANK OF MARYLAND 8401 Colesville Road
Silver Spring, Md. 20910
Attention: Real Estate
Department
3. TRUSTEES: Address:
WILLIAM E. THOMPSON and 8401 Colesville Road
MARY C. SWAIN Silver Spring, Md. 20910
Attention: Real Estate
Department
4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-

cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date (and as same may be amended, extended, modified and/or increased from time to time) given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owed by the Debtor to the Secured Party.

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

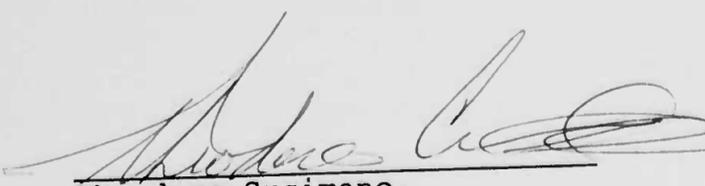
7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated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

[SIGNATURE PAGE FOLLOWS]

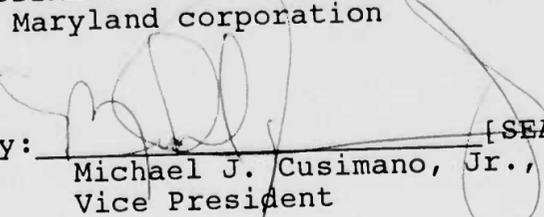
ATTEST:

DEBTOR:

CUSIMANO AND SONS, INC.,
a Maryland corporation


Theodore Cusimano,
Secretary

By:


Michael J. Cusimano, Jr.,
Vice President

[SEAL]

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

First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Mary C. Swain
Real Estate Department

0030841
2020589JLH
FS-CHAT.

HORIZON TITLE CORP.
8023 RITCHIE HWY., SUITE C
PACADENA, MD 21122
(301) 787-0111

BEING ALL THAT PARCEL OF LAND situate and lying in Anne Arundel County, Maryland, and more particularly described as Lots 36, 37, 54 and 55 as shown on a plat entitled, Plat 2, Section 5, Resubdivision of Parcel "E" Plat 1, Section 5, Rippling Estates, recorded among the Land Records of Anne Arundel County in Liber 72, folio 7. For a metes and bounds description of the above lots see Deed dated November 9, 1976, and recorded in Liber 2908, folio 171, among the Land Records of Anne Arundel County, Maryland.

Exhibit "A"

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and Address(es): <u>Leo's Vacation Center, Inc.</u> 729 MD Rt. 3 N. Lane Garbrills, MD 21054	2. Secured Party(ies) Name(s) And Address(es): <u>General Electric Credit Corporation, Ste. 200</u> 11121 Carmel Commons Blvd. Pineville, NC 28134	RECORD FEE 10.00 #485240 C777 R01 T13:03 02/16/89
3. (a) This statement refers to original Financing Statement bearing File No. <u>269279</u> 8/25 19 <u>87</u> Filed with <u>A.A. County, MD</u> Date Filed (b) if the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) if the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		For Filing Officer 
4. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.	
5. <input type="checkbox"/> Termination.	Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)	
6. <input type="checkbox"/> Assignment.	The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.	
7. <input checked="" type="checkbox"/> Amendment.	Financing statement bearing file number shown above is amended as set forth in item 9.	
8. <input type="checkbox"/> Release.	Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.	
9.	Amend Secured Party Name and Address to Read: <u>General Electric Capital Corporation</u> <u>11121 Carmel Commons Blvd. Ste. 200</u> <u>Charlotte, NC 28226</u> <u>10.00</u>	

10. Signatures:
Leo's Vacation Center, Inc. By Leo Meukel / Bam Debtor(s) (necessary only if item 7 is applicable)
General Electric Credit Corporation By BAM Meukel Secured Party(ies)

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

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

UCC-3

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276237

RECORDED IN LIBER 537 FOLIO 383 ON February 3, 1989 (DATE)

1. DEBTOR

Name LESLIE K. NAKAMURA

Address 487 Old Mill Shopping Center, Millersville, MD 21108

2. DEBTOR

Name PERKINS-DeMARIS

Address 134 Holiday Court, Suite 300, Annapolis, MD 21401

3. SECURED PARTY

Name _____

Address _____

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

3. Maturity date of obligation (if any) _____

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>
<p>All equipment, trade fixtures, furniture, lease rights, leasehold improvements, good will, trade name and all other assets used in the business known as Old Mill Greenery, located at 487 Old Mill Shopping Center, Millersville, Maryland 21108.</p>	

RECORD FEE 10.00
POSTAGE .50
#294630 C777 R03 T14:16
02/16/89



Dated 2/10/89

PERKINS-DeMARIS
By: David T. Rhodes
(Signature of Secured Party)

David T. Rhodes, Vice President
Type or Print Above Name on Above Line

15.00

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. \$ 16,800.00

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

This financing statement Dated January 13, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dennis G. Watley and Dorothy E. Watley

Address 2311 Fairhaven Lane, Crofton, MD 21114

2. SECURED PARTY

Name ESSEX CREDIT CORPORATION VINTAGE AUTO DIVISION

Address 2101 SOUTH ANDREWS AVE., SUITE 204, FT. LAUDERDALE, FL 33316

ESSEX CREDIT CORPORATION, P. O. BOX 580, ESSEX, CT 06426-9990

Person And Address To Whom Statement Is To Be Returned 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

LIBERTY BANK FOR SAVINGS
315 MAIN STREET
MIDDLETOWN, CT 06457

CLASSIC / VINTAGE AUTOMOBILE:

Recordation taxes have been paid to Montgomery County.

1966 Chevrolet Corvette Coupe
VIN #194376S103478

Storage Address: 9705 Merwood Lane, Silver Springs, 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)

2.00

(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)

RECORD FEE 12.00

#485520 0777 R01 T13:55

02/16/89

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dennis G. Watley
(Signature of Debtor)

Dennis G. Watley
Type or Print Above Name on Above Line

Dorothy E. Watley
(Signature of Debtor)

Dorothy E. Watley
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

ESSEX CREDIT CORPORATION, Gene Schiavone, Pres.
Type or Print Above Signature on Above Line





VINTAGE AUTOMOBILE LOAN NOTE
AND SECURITY AGREEMENT

This Vintage Automobile Loan Note and Security Agreement is referred to as the "Note." DATED January 13, 1989.
DESCRIPTION AND LOCATION OF VEHICLE: The vehicle (the "Vehicle") securing this Note is a:

1966 Chevrolet Corvette Coupe 194376S103478
Year Make and Model VIN # Body Type Vehicle I.D. No.

Engine	Year	Make	Model	Engine I.D. No.

LOCATION OF VEHICLE. You will keep the Vehicle at your address given below your signature(s) at the bottom of this page, unless another address is shown immediately below:

Street and Town: 9705 Merwood Lane, Silver Spring, MD
If you intend to remove the Vehicle from such location for more than 30 consecutive days at any time, you must notify us in advance.

TRUTH-IN-LENDING DISCLOSURE. If the Loan Amount is \$25,000 or less and the Vehicle is not being used mainly for business, a separate Truth-in-Lending Disclosure Statement must be prepared, signed by you and us and attached to this Note.

1. PARTIES. The words, "you," "your" and "yours" mean each and all of the Borrowers signing this Note below. The words "we," "us" and "our" mean Essex Credit Corporation ("Essex") or any other holder of this Note where applicable.

2. LOAN AMOUNT. We have loaned you \$ 16,800.00

3. USE OF PROCEEDS. You are using the proceeds of the Note for purchase of the above referenced vehicle

YOUR PRIMARY VEHICLE USE
() Pleasure Use () Commercial
() Other _____

4. PROMISE TO PAY. To repay the Note, you promise to pay us sixteen thousand eight hundred and 00/100s (the "Loan Amount") plus interest on the daily balances of the Loan Amount until it is fully repaid. Interest is calculated at the rate of twelve and 20/100s 12.20% percent per year. Interest is to be calculated on the basis of 365-day year (366 days in a Leap Year) for the actual number of days the Loan Amount has been outstanding. Interest will start on JANUARY 20, 1989, or if no date is shown, on the date shown at the top of this Note. Each payment will be applied first to interest accruing since your last payment was received, next to any late charges then due and the rest of the payment to reduction of the Loan Amount. Interest will continue to run until the Note has been paid in full, whether or not you are in default, whether the full amount of the Note is due and payable and whether or not we have obtained a judgment against you, except where applicable state law requires us to charge a different rate from the date of acceleration or judgment. If interest may vary, a separate Variable Rate Rider will be prepared signed by you and us and attached to this Note.

5. REPAYMENT TERMS. You will repay this Note in 120 consecutive monthly payments. Your first payment will be due FEBRUARY 20, 1989, or if no date is shown 30 days after the date shown in §4 above. The rest of your scheduled payments will be due on the same day (or next business day of each month if same day was a holiday) of each month. Monthly payments will be \$ 242.97 each or 119 payments of \$ 242.97 each and a final payment of \$ 242.97, subject to the effects of rate fluctuation as provided in any Variable Rate Rider made a part of this Note.

Early payment of principal will decrease the Loan Amount and lower interest payable. Partial prepayment will reduce the term of the Note but not the on-going monthly payments, except as noted in Section 8 below. Late payment of principal will increase the amount of interest payable.

We may insist from time to time that any accrued interest you have not paid be brought current. The final payment, which is estimated to be \$ 242.97 and any other amounts then due must be paid when such final payment is due.

6. PAYMENT OF LOAN PROCEEDS. A letter showing us how and to whom the loan proceeds are to be paid, signed by you, is attached as Exhibit A and is part of this Note.

7. LATE CHARGE. If an installment payment is not paid in full within 10 days after it is due, you will pay a late charge of \$ 10.00 or 5.00 % of the installment, whichever is () greater () lesser (check one). Partial pre-payment will be credited to next maturing installments in determining if a late charge is due.

8. RIGHT TO PREPAYMENT. You can, if you wish, prepay all or part of this loan at any time. Unless a prepayment penalty is indicated in Section 32 on the back of this Note, there is no penalty for prepayment since interest is not figured in advance.

9. SECURITY. You give us a security interest in the Vehicle, which includes any accessories, equipment and replacement parts installed in the Vehicle. The security interest also includes: (1) returned insurance premiums; (2) proceeds of any insurance policies on the Vehicle; and (3) proceeds of any credit insurance policies on your life or health naming us and/or any lender to which we may sell this Note. This security covers all that you owe us under this Note as it may be changed by you and us from time to time. For purposes of this Note only, we agree to give up any security interest you may have given us under any other agreement which secures your obligation under this Note. The security interests you give under this Note are to be perfected (certificate of title notation and/or UCC-1 filing) as we may require under applicable state law. We may make such renewal filings as are appropriate to keep our security interest perfected. You hereby irrevocably appoint, authorize and empower us and/or our successors and assigns to act as your attorney-in-fact with full power in your name to sign any certificate of title application or other related form and do anything required to perfect or continue the perfection of our security interest in the Vehicle.

10. RIGHT OF OFFSET. If you have an account with a bank (or other lender) which holds this Note, it will have a right of offset. This right lets the bank or other lender charge your account if you default under this Note. If the holder offsets, it will give you notice according to the requirements of the state where the account is located. In using this right under this Note, the holder will not apply any proceeds of foreclosure of a mortgage, if any, on any real estate or funds held for a special purpose or in trust or which are exempt from offset.

11. DEFAULT. You'll be in default if: (1) You do not make any payment when it is due; (2) You break a promise you have made in this Note or in any related security agreement effective now or in the future; (3) You have put false or misleading information in your credit application; (4) You become unemployed, incompetent or insolvent; (5) You do not insure the Vehicle or pay any insurance premium as required by this Note or any related security agreement; (6) You die; (7) You file for bankruptcy or similar relief from debt; (8) You permit a creditor filing for bankruptcy to remain pending against you; (9) You permit enough of your property to be seized to interfere with your ability to repay this Note; (10) You permit a lien on the Vehicle except for ours; (11) The Vehicle lessens in value or becomes valueless other than through normal depreciation; (12) You or the owner of the Vehicle are a corporation and shares of the capital stock of the corporation are sold or transferred to anyone who was not a guarantor of this Note at the time it was signed or if the corporation ceases doing business as a going concern or makes an assignment for benefit of creditors, liquidates substantially all of its assets or files for dissolution; or (13) You permit anything else to occur which gives us good reason to believe that you are in danger of being unable to repay this Note.

If you are in default, the full amount you owe under this Note (including any late charges and accrued interest) will at our option become immediately due and payable. We can exercise this option without any demand or notice to you of any kind.

Time is of the essence. This means that all payments which are required must be made on the day due. There are no grace periods provided in this Note, except for the period before a late charge can be made. If you require additional time to make a payment, we must approve the late payment in writing in advance.

By signing below, you agree to be bound by all of the sections of this Note including Sections 12-32 on the reverse side.

YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS NOTE FULLY COMPLETED AND SIGNED.

BORROWER #1 Dennis G. Watley BORROWER #2 Dorothy E. Watley
Address 2311 Fairhaven Lane, Crofton, MD 21114 Address 2311 Fairhaven Lane, Crofton, MD 21114
Date January 13, 1989 Date January 13, 1989
Witness: Virginia Brooks to Borrower 1 Witness: Dorothy E. Watley Virginia Brooks Borrower 2

Other Owner - Any person who is not a Borrower but is an owner of the Vehicle signs here. Such a person is not personally liable to pay the amount owed but joins in giving us a security interest in the Vehicle.

Witness: _____ Other Owner: _____
Date: _____ Date: _____
Witness: _____ Other Owner: _____
Date: _____ Date: _____

SEE THE REVERSE SIDE FOR ADDITIONAL PROVISIONS OF THIS NOTE

ECC (FL)-CL CAR-N&SA-12/87 () White-ECC Yellow-ECC Pink-Borrower
ECC (FL)-Vn Auto-Ln Nte/SA-12/87

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



UCC Financing Statement

The Secured Party Desires This Financing Statement To Be Indexed Against The Record Owner Of The Real Estate No () Yes () Name Of Record Owner _____

State Corporation Commission
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
Form For Original Financing Statement And Subsequent Statements

The Commission stamps the File Number on the Original Financing Statement. The Secured Party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Ross McNatt, Inc.
339 Reifel Highway
Suite 206
Annapolis, MD 21401

Check the box indicating the kind of statement.
Check only one box.

- Original Financing Statement
- Continuation-Original Still Effective
- Amendment
- Assignment
- Partial Release of Collateral
- Termination

Name & address of Secured Party

Central Fidelity Bank
P. O. Box 700
Lynchburg, VA 24505

Name & address of Assignee

RECORD FEE 11.00

POSTAGE .50

#485610 0777 R01 T14:40

02/16/89

Date of maturity if less than five years

- Check if proceeds of collateral are covered
- Check if products of collateral are covered

Description of collateral covered by original financing statement

All accounts, receivables, notes, drafts, etc. as further described on the reverse side hereof.



Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

N/A

Describe Real Estate if applicable:

N/A

ROSS MCNATT, INC.

By: JONATHAN M. ROSS, Vice President

Signature of Debtor if applicable (Date)

Jonathan M. Ross 10 JAN 89

COM 130 (Rev. 6/87)

Kenneth W. May 1/31/89

CENTRAL FIDELITY BANK

By: *ABD* 2/1/89

Signature of Secured Party if applicable (Date)

1/50

Central
Industrial

536-116-A

UCC Financing Statement

All accounts, receivables, notes, drafts, acceptances, instruments, documents, bailment leases, conditional sales and contracts, securities agreements and chattel paper of every nature and type, together with all guarantees and securities therefor, and all monies and other proceeds (cash or noncash) now or hereafter to become due thereon, including but not limited to the right to payment for goods sold or leased or for services rendered whether or not it has been earned by performance together with all liens, guaranties, securities, right, remedies and privileges pertaining to the foregoing, which Collateral is hereinafter collectively referred to as "Accounts."

()	Continuation of Financing Statement	
()	Assignment	
()	Release of Collateral	
()	Termination	

1. Description of Collateral
2. Description of Debtor's Interest in Collateral
3. Description of Debtor's Obligation

1. Description of Collateral
2. Description of Debtor's Interest in Collateral
3. Description of Debtor's Obligation

1. Description of Collateral
2. Description of Debtor's Interest in Collateral
3. Description of Debtor's Obligation



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. 180
Identification No. 265170 Dated December 16, 1986

1. Debtor(s) { LeRoy V. and Gloria N. Jones
Name or Names—Print or Type
8244 Silver Run Court, Pasadena, MD 21122 (Anne Arundel Co.)
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECORD FEE 10.00
POSTAGE .50
#485160 C777 R01 T12:37
02/16/89



Dated: January 30, 1989
Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

10.00
1.50

Mail to: Return to:
NORTH ARUNDEL TITLE CORPORATION
200 HOSPITAL DRIVE, SUITE 113
GLEN BURNIE, MARYLAND 21061
(301) 768-6813
EAL-1



30-7186

BOOK 538 PAGE 118

276381

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$ 42,000.00 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):
 Robert G. Lisk
 Debra T. Lisk

Address(es):
 6-8 Crain Highway
 Glen Burnie, Maryland 21061

RECORD FEE 12.00
 POSTAGE .50
 #486310 0040 R01 T15:38
 RK 02/17/89

6. Secured Party:
 MARYLAND NATIONAL BANK
 Attention: Jane Phillips 500-291

Address: Real Estate and Mortgage Division
 10 Light Street
 Fifth Floor
 Baltimore, Maryland 21202

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated _____, 19____ from Debtor(s) to _____ and _____, 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):
 ✓ Robert G. Lisk (SEAL)
 Robert G. Lisk
 ✓ Debra T. Lisk (SEAL)
 Debra t. Lisk

Secured Party:
 MARYLAND NATIONAL BANK
 By: Jane C Phillips (SEAL)

 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.

AMERICAN TITLE GUARANTEE Corporation
 36 South Charles Street
 2301 Charles Center
 Baltimore, MD 21201

853-8 ED 1/85

12.50

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot No. 2, in Block 29, as shown on the Plat of Glen Burnie, recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35, folio 104, etc; now as shown in Plat Book No. 6, folio 14.

TOGETHER WITH A (25) foot easement for ingress and egress only to the parking lot on Lot No. 2, Block 29, adjoining, and described as follows:
BEGINNING for the centerline of a 25 foot right-of-way at a point on the division line between Lots 2 and 3, Block 29, as shown on the amended plats of Glen Burnie, Plat No. 2, filed among the Land Records of Anne Arundel County in Plat Book No. 6, folio 14, thence leaving the said division line and running through Lot 3, parallel to and distant 32.50 feet from a 20 foot alley at the rear of said Lots; South 29° 57' West 50 feet to the northeast side of Second Alley South for the end of said 25 foot right-of-way.

FINANCING STATEMENT

~~Not~~ subject to recordation tax

1. Name of Debtor(s): Carter Fabrications, Inc.
Address: 214-6 Eastern Avenue
Annapolis, Maryland 21403

\$10,800.00

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

RECORD FEE 11.00

RECORD TAX 77.00

POSTAGE CK .50

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

#485900 0040 R01 T09#10

02/17/89

4. This Financing Statement covers the following types (or items) of property:
1 Trailblazer 44 G Serial Number JJ515810
Plus Accessories

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:

Carter Fabrications, Inc.

Annapolis Banking & Trust Company
(Type Name of Dealership)

BY: Jeffrey T. Carter

By: William A. Busik
(Authorized Signature)

William A. Busik, Vice President
(Type Name and Title)

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

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

11.00
77.00
 .50

88.50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC 2001-538 PAGE 121 Identifying File No. 276383

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 February 13, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EQUIPMENT LEASING & MANAGEMENT COMPANY, INC.

Address 1831 FOREST DRIVE SUITE B, 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

11.50

FILED FEE 11.00
 POSTAGE .50
 #485910 0040 R01 T09#34
 02/17/89

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)

EQUIPMENT LEASING & MANAGEMENT COMPANY, INC.
 BY: E. Lee Meadows
 (Signature of Debtor)

E. LEE MEADOWS, PRESIDENT
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BAY NATIONAL BANK

X Lee M. Donovan
 (Signature of Secured Party)

BAY NATIONAL BANK, LEE M. DONOVAN PRESIDENT
 Type or Print Above Signature on Above Line

276384

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): E-Quality Concrete, Inc. Address(es): P.O. Box 3665
Capitol Heights, MD 20791

6. Secured Party: Maryland National Bank Address: Department: Annapolis Collateral Unit
Attention: Marie Luisa Yon P.O. Box 871 Mailstop 500271
Annapolis, 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.)

1150



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

RECORD FEE 11.00

POSTAGE CK .50

#486130 0040 R01 T13:38

02/17/89

Debtor: E-Quality Concrete, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)

By: [Signature] (Seal)

Diana Havenner Bowling, President

Robert G. Jones, Vice President

By: [Signature] (Seal)

Type name and title

John J. Griffith, Sec./Treas.

MARYLAND NATIONAL BANK

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

FINANCING STATEMENT

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS OF:

NOT SUBJECT TO
RECORDATION TAX

- (a) the Maryland State Department
of Assessments and Taxation
 - (b) Carroll County, Maryland
 - (c) Anne Arundel County, Maryland
- AND THE LAND RECORDS OF
CARROLL COUNTY, MARYLAND

RECORD FEE 38.00
#296170_C777 R03 T16:21
02/17/89

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

CK

- 1. NAME AND ADDRESS OF DEBTOR BARTHLOW ROAD ASSOCIATES
c/o Lowell R. Glazer
7779 New York Lane
Glen Burnie, Maryland 21061
- 2. NAME AND ADDRESS OF SECURED PARTY EASTERN SAVINGS BANK, fsb
Executive Plaza II
Suite 200
11350 McCormick Road
Hunt Valley, Maryland 21031
Attention: Mr. Richard M.
Kovens,
Senior Vice
President

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

(a) The interest of the Debtor in all
building materials, fixtures, equipment and tangible
personal property of every kind and nature whatsoever
now or hereafter located or contained in or upon or
attached to, the real property located in Carroll
County, Maryland, and more particularly described in
Exhibit A attached hereto and made a part hereof, and
the improvements thereon (such real property and
improvements being herein referred to as the "Real
Property"), or any part thereof, and used or useable in
connection with any present or future use or operations
of the Real Property, or any part thereof, whether now
owned or hereafter acquired by the Debtor or others,
together with any and all alterations, additions,
accessions and improvements thereto, substitutions
therefor, and renewals and replacements thereof
(collectively, the "Equipment Collateral"), and all
Proceeds (hereinafter defined) thereof. The Real

30

Property is also described in a certain Deed of Trust dated February 12, 1989 (the "Closing Date") between the Debtor and Richard M. Kovens and Michael D. Surgen, Trustees (the "Deed of Trust"). The Debtor is or will be a record owner of the Real Property at the time the security interest described herein shall attach to the property described herein.

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

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

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income, general intangibles and other benefits of the Real Property or the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto.

(e) All right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment Collateral or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable and general intangibles growing out of or in connection with such leases and subleases, together with all Proceeds thereof; and including, without

limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(f) The interest of the Debtor in any escrow account created under and defined in the Loan Agreement (hereinafter defined).

(g) All right, title and interest the Debtor has or may hereafter acquire in or arising out of any contract of sale or option to purchase or similar agreement relating to all or any portion of the Real Property.

5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust and by the Debtor to the Secured Party under and pursuant to the Land Acquisition and Development Loan Agreement dated the Closing Date (the "Loan Agreement"), as security for the loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement.

Date: February 12, 1989

Debtor:
BARTHOLOW ROAD ASSOCIATES
a Maryland general
partnership

Secured Party:
EASTERN SAVINGS BANK, fsb

By: LOWMAR CORPORATION
a Maryland corporation
General Partner

By: Richard M. Kovens
Richard M. Kovens,
Senior Vice President

By: Lowell R. Glazer
Lowell R. Glazer
President

[SIGNATURE CONTINUED ON NEXT PAGE]

Debtor: BARTHOLOW ROAD ASSOCIATES

By: FAMILY MORTGAGE SERVICE CORPORATION NO. 7
a Maryland corporation
General Partner

By: *Richard M. Kovens*
Richard M. Kovens
Vice President

Filing Officer: Return to: Yaakov S. Neuberger, Esquire
Abramoff, Neuberger, Linder &
Redding
Suite 800
250 West Pratt Street
Baltimore, Maryland 21201

A3025

February 6, 1989
Revised February 8, 1989

439 East Main Street
Westminster, MD 21157
(301) 876-2017

DESCRIPTION

Description of a 50.8352 acre portion of land lying on the Southside of Bartholow Road, West of Johnsville Road, located in the Fifth (5th) Election District of Carroll County, Maryland.

Beginning for the same at a stone found at the end of the First (1st) or North 62 degrees East 40 perches line of Parcel No. 2 a conveyance by William T. Roberts and wife unto Armfield Gosnell and wife, by deed dated November 30, 1918 and recorded among the Land Records of Carroll County in Liber 133, Folio 208, more particularly described in a conveyance by Edward Frizzell and wife unto Yelverton T. P. Frizzell by deed dated May 25, 1872 and recorded among the Land Records of said County in Liber 41, Folio 304, said point of beginning also being the Northernmost corner of the outline (denoted as coordinate point No. 2) on a plat entitled "Plat B of Section Eight of Carroll Square" recorded in Plat Book 11, Page 29 in said County Land Records", thence leaving the place of beginning and running and binding reversely on the said First (1st) line of the said Roberts unto Gosnell conveyance, and also with the outline of the said Plat B, as now surveyed and based on the Maryland Plane Grid System;

1. South 59 degrees 29 minutes 40 seconds West, 664.96 feet

Page One of Five

CONSULTING ENGINEERS

to a stone found at the end of the Third (3rd) line of patent entitled "Perseverence", for Dr. Nathan Browe dated 1849, thence continuing with the outline of said Plat "B";

2. South 61 degrees 37 minutes 40 seconds West, 291.16 feet to a stone found at the Easternmost corner of Lot No. 67 as shown on a plat entitled "Plat C Section Eight of Carroll Square" recorded among the Land Records of said County in Plat Book 11, Page 30, thence running with the outline of said Plat C the following Three (3) courses:

3. North 30 degrees 33 minutes 21 seconds West, 379.45 feet to a stone found, thence;

4. North 37 degrees 18 minutes 55 seconds West, 129.70 feet to a stone found, thence;

5. North 51 degrees 01 minutes 30 seconds West, 733.14 feet to a rebar found, thence leaving the outline of the said Plat C and continuing with the outline of the said Roberts unto Gosnell conveyance;

6. North 40 degrees 26 minutes 15 seconds West, 52.53 feet, thence;

7. North 01 degrees 53 minutes 17 seconds West, 173.93 feet to an iron pipe found; thence running in part with the outline of the said Roberts unto Gosnell conveyance, and in part with a

long standing line of possession and with a line of a Quit Claim Deed by the heirs of said Armfield Gosnell, as aforesaid, intended to be conveyed to Clarence Wallace et al;

8. North 89 degrees 36 minutes 33 seconds East, 842.66 feet, thence running with a long standing line of possession (old fence line & tree row) and in part with a part of the Second (2nd) line of the said Quit Claim Deed;

9. North 21 degrees 04 minutes 11 seconds East, 315.40 feet to an iron pipe found, thence;

10. South 64 degrees 17 minutes 52 seconds East, 200.00 feet to an iron pipe found, thence;

11. North 21 degrees 02 minutes 08 seconds East, passing over an iron pipe found at the end of 223.14 feet in all 243.60 feet to a point in the paved surface of Bartholow Road, thence with the said road the following courses:

12. South 70 degrees 55 minutes 10 seconds East, 208.06 feet, thence;

13. South 57 degrees 08 minutes 18 seconds East, 198.00 feet, thence;

14. South 55 degrees 35 minutes 31 seconds East, 186.25 feet, thence;

15. South 53 degrees 07 minutes 07 seconds East, 136.95

feet, thence;

16. South 51 degrees 27 minutes 47 seconds East, 282.15 feet, thence;

17. South 55 degrees 41 minutes 57 seconds East, 308.00 feet, thence;

18. South 55 degrees 57 minutes 32 seconds East, 171.60 feet, thence;

19. South 42 degrees 03 minutes 30 seconds East, 290.40 feet, thence;

20. South 36 degrees 37 minutes 55 seconds East, 150.00 feet, thence;

21. South 34 degrees 48 minutes 36 seconds East, 34.61 feet, thence leaving the said road;

22. South 36 degrees 55 minutes 38 seconds West, 489.68 feet to intersect the Third (3rd) line of a conveyance by Armfield Gosnell and wife unto Allen T. Collins et al Trustees (Johnsville Methodist Church), thence with the remainder of the Third (3rd) line of the said Church Lot;

23. North 48 degrees 35 minutes 02 seconds West, 200.59 feet, thence continuing with the said Church Lot;

24. South 41 degrees 24 minutes 58 seconds West, 136.13 feet to intersect the Northernmost outline of a plat entitled "Plat A

of Section Eight of Carroll Square" recorded among the Land Records of said County in Plat Book 11, Page 28, thence running in part with a part of the outline of said Plat B Carroll Square;

25. North 48 degrees 35 minutes 02 seconds West, 701.25 feet to the place of beginning.

Containing 50.8352 acres of land more or less.

Being a part of the land conveyed by William T. Roberts and wife unto Armfield Gosnell and wife by deed dated November 30, 1918 and recorded among the Land Records of Carroll County in Liber 133, Folio 208.

PLEASE RETURN TO:

INTEGRA TITLE GROUP, LTD.
P. O. BOX 65236
BALTIMORE, MARYLAND 21209
(301) 363-7150
FILE # 1118

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) King's Minstrel's, Inc. 902 Juliet Lane Arnold, MD 21012	2. Secured Party(ies) and address(es) L-J LEASING COMPANY P.O. BOX 21472 BALTIMORE, MD 21208-0472	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #499190 C777 R01 T10:07 02/20/89 OK
4. This statement refers to original Financing Statement bearing File No. <u>246492</u> Filed with <u>Anne Arundel</u> Date Filed <u>3-14</u> 19 <u>83</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 (1) Filing Officer Copy - Alphabetical

L-J Leasing Company
 By: [Signature]
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3
 10.30

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

<p>1. Debtor(s) (Last Name First) and address(es) Taylor's Executive Radiator Service, Inc. 6038 Belle Grove Rd Baltimore, MD 21225</p>	<p>2. Secured Party(ies) and address(es) L-J LEASING COMPANY P.O. BOX 21472 BALTIMORE, MD 21208-0472</p>	<p>3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #488190 C777 R01 T10#07 02/20/89</p>
<p>4. This statement refers to original Financing Statement bearing File No. <u>251857</u> Filed with <u>Arne Arundel</u> Date Filed <u>4-27</u> 19<u>84</u></p>		
<p>5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.</p>		

No. of additional Sheets presented:

By: _____ L+J Leasing Company
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 (1) Filing Officer Copy - Alphabetical 10-50
 By: Arne Arundel Signature(s) of Secured Party(ies)
STANDARD FORM - FORM UCC-3

AA
11:50

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

Thomco Electric, Inc.
Name or Names

3280 Green Ash Rd Davidsonville, Maryland 21035
Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

Box 307 Riderwood, Maryland 21139

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

Wyse Computer System

RECORD FEE 11.00

POSTAGE CK .50

#488200 0777 R01 T10:08

02/20/89

Lessee:

✓ Dennis P. Horner
(Signature of Lessee)

✓ President.
(Type or Print) (Include Title)
DENNIS THOMAS

Lessor:

THE EQUIPMENT LEASING COMPANY

[Signature]
(Signature of Lessor)

DENNIS HORNER, VICE PRESIDENT

Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, , Box 307, Riderwood, Maryland 21139.

11:50

AA
11.50

276387

BOOK 7538 PAGE 135

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee Hot Pie Inc.
Name or Names
575 Ritchie Hwy. Severna Park, MD 21146
Address - Street No. City-County State Zip Code

2. Lessor The Equipment Leasing Company
Box 307 Riderwood, Maryland 21139

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

RECORD FEE 11.00

POSTAGE CK .50

#488210 0777 R01 110408

02/20/89

Lessee:

Carlo Schiattarella
(Signature of Lessee)

✓ CARLO SCHIATTARELLA PRESIDENT
(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY

Dennis Horner
(Signature of Lessor)

DENNIS HORNER, VICE PRESIDENT
(Type or Print) (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, , Box 307, Riderwood, Maryland 21139.

11/50

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

Maryland Municipal League 13-53-549490
Name or Names
76 Maryland Avenue Annapolis, Maryland 21401
Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company
Box 307 Riderwood, Maryland 21139

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

MacIntosh II Computer with 40 MB HD Monochrome Monitor
Apple Image Writer II printer with cable
Software

RECORD FEE 11.00

POSTAGE CK .50

#498220 0777 R01 T10:08

02/20/89

Lessee: Maryland Municipal League

Lessor:

[Signature]
(Signature of Lessee)

THE EQUIPMENT LEASING COMPANY

EXECUTIVE DIRECTOR
(Type or Print) (Include Title)

[Signature]
(Signature of Lessor)

ARNOLD KAUFMAN VICE PRESIDENT

Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, , Box 307, Riderwood, Maryland 21139.

1150

AA
12-50

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

New Piezano Restaurant
Name or Names

8032 Ft Smallwood Road Pasadena, Maryland 212
Address - Street No. City-County State Zip Cod

2. Lessor

The Equipment Leasing Company

Box 307 Riderwood, Maryland 21139

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

Restaurant Equipment

RECORD FEE 12.00

CK POSTAGE .50

H488230 C777 R01 T10408

Lessee: New Piezano Restaurant

[Signature]
(Signature of Lessee)

JAMES C KIM OWNER
(Type or Print) (Include Title)

Lessor:

02/20/89

THE EQUIPMENT LEASING COMPANY

[Signature]
(Signature of Lessor)

Linda Kaufman Sect
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, , Box 307, Riderwood, Maryland 21139.

12-50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 00624

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

If transaction or transactions wholly or partially subject to 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
Address 405 Headquarters Dr. - Suite 1, Millerville, MD 21108

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.
Address 100 Dutch Hill Rd. - Suite 124
Orangeburg, NY 10962

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

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
Equipment Cost: \$5071.84
Tax: \$ 22.30

"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."

RECORD FEE 13.00
POSTAGE CK .50
#488150 0777 R01 T10:06
02/20/89

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)

(SEE ATTACHED)

DESSI (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(SEE ATTACHED)

(Signature of Secured Party)
FIRST INTERSTATE CREDIT ALLIANCE, INC.
F/K/A CREDIT ALLIANCE CORP.

Type or Print Above Signature on Above Line

Handwritten initials BS



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 ORANGETOWN NY 10962 (914) 3651095

LEASE NO.

2016-24-8
8-150

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

DESSI
405 HEADQUARTERS DR.
SUITE 1 MILLERVILLE, MD 21108

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

PILZ AND ASSOC INC
3201 DUNNINGTON RD
BELTSVILLE, MD 20838-2013

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.

COPIES OF LEASED

1	HP Laser Jet II Printer # 785439
2	Cartridges
1	SOFTWARE

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY: COUNTY: STATE:

FOR INITIAL TERM OF THIS LEASE				AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 140.71		\$ 6,505.56	6	\$ 140.71	
(PLUS SALES TAX, IF APPLICABLE)		(PLUS SALES TAX IF APPLICABLE)	MONTHS	(EXCLUSIVE OF ANY SALES TAX)	PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)

Terms and Conditions of Lease

1. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.

2. Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.

3. As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.

4. The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, whichever is earlier.

5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.

6. Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee, any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

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: Orangetown DATE EXECUTED BY LESSEE: 9-16-88

DATE: 9/30/88 LESSOR: [Signature] LESSEE: [Signature] FULL LEGAL NAME: VP

FIRST INTERSTATE CREDIT ALLIANCE, INC. BY: [Signature] AUTHORIZED SIGNATURE TITLE

BY: [Signature] VICE PRESIDENT AUTHORIZED SIGNATURE TITLE

LEASE COPY

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 place 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 taking) 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), Lessee remaining unconditionally liable for (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.) _____ (L.S.)
 (Guarantor) (Guarantor)
 _____ (L.S.) _____ (L.S.)
 (Guarantor) (Guarantor)

REC-538 PAGE 140

276391

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 005771

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

If transaction or transactions wholly or partially subject to 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 Patent Search Inc.
Address 2133 Defense Highway, Crofton, MD 21114

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.

3. Maturity date of obligation (if any) _____

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

Equipment Cost: \$3763.66
Tax: \$ 26.35 Anne Arundel

"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."

RECORD FEE 17.00
POSTAGE .50
#489160 0777 R01 T10:06
CK 02/20/89

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)

(SEE ATTACHED)

(Signature of Debtor)
PATENT SEARCH 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 CORP.

Type or Print Above Signature on Above Line

178

Date: NOVEMBER 15, 1988

First Interstate Credit Alliance, Inc.
100 Dutch Hill Road Suite 124
Orangeburg, New York 10962

Re: Equipment Lease Agreement Dated _____, as Lessee.
between PATENT SEARCH INC. _____, as Lessor.
and FIRST INTERSTATE CREDIT ALLIANCE, INC. _____
and all other documents given in conjunction therewith.

Gentlemen:

We Hereby authorize you to correct LESSEE'S STREET ADDRESS
on the captioned Equipment Lease Agreement to read:
2133 DEFENSE HIGHWAY, NO. 101
CROFTON, MARYLAND 21114

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: _____
RONALD BROWN

By: _____
CRAIG RICHARD

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)
FIRST INTERSTATE CREDIT ALLIANCE, INC.
F/K/A CREDIT ALLIANCE CORP.

Type or Print Above Signature on Above Line



Leasing Service Corporation

A Subsidiary of

First Interstate Bancorp.

A division of Credit Alliance Corp.

9400 S.W. Barnes Road Suite 200

100 DUTCH HILL RD ORANGEBURG, NY 10962 (914) 3651095

(the "LESSOR")

(503) 297-1408

LOG NUMBER

80483

LEASE NUMBER

00577-8

FULL LEGAL NAME AND ADDRESS OF LESSEE

SUPPLIER OF EQUIPMENT (Complete Address)

PATENT SEARCH INC.
2133 REPENSE HIGHWAY
ORFTON NY 13114

AT&T
4 CAMPUS DRIVE
ROOM 51104
PRINCETON NJ 07054

NAME AND TITLE OF PERSON TO CONTACT:

RONALD BROWN / CRAIG RICHARD

EQUIPMENT LEASED

QUANTITY	DESCRIPTION: MODEL NO., CATALOG NO., OR OTHER IDENTIFICATION
1	MERLIN PLUS CONTROL UNIT MK ✓ SW ✓
1	4 LINE CARD MK ✓ SW ✓
1	10 STATION CARD MK ✓ SW ✓

LOCATION OF EQUIPMENT (IF DIFFERENT THAN LESSEE'S ADDRESS ABOVE): STREET ADDRESS, CITY, COUNTY, STATE, ZIP

ORANGE

WINE ARUNDEL

FOR INITIAL TERM OF THIS LEASE

AFTER INITIAL TERM

AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
(PLUS SALES TAX, IF APPLICABLE)		(PLUS SALES TAX, IF APPLICABLE)		(EXCLUSIVE OF ANY SALES TAX)	PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)

Terms and Conditions of Lease

- 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.

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

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT:	LESSEE (FULL LEGAL NAME) PATENT SEARCH INC. 2133 REPENSE HIGHWAY ORFTON NY 13114	DATE EXECUTED BY LESSEE 8-29-88
DATE: 9-22-88	BY: <i>Ronald E Brown</i> AUTHORIZED SIGNATURE	TITLE VICE PRESIDENT
LESSOR: Leasing Service Corporation A division of Credit Alliance Corp.	BY: <i>Craig Richard</i> AUTHORIZED SIGNATURE	TITLE VICE PRESIDENT

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

Ronald E Brown (L.S.) (Guarantor) *Craig Richard* (L.S.) (Guarantor)

RONALD BROWN (L.S.) (Guarantor) CRAIG RICHARD (L.S.) (Guarantor)

LEASE COPY

for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee, at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever; and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. 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 all of the following: (i) all amounts then due and payable by Lessee to Lessor under this Lease, (ii) an amount equal to twenty percent of the cost of said item, and (iii) the unpaid balance of the Total Rent for the initial term of this lease attributable to said item. 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, expressed or implied. The parties hereto agree that the sum of the amounts numbered (ii) and (iii) equals the fair value of said item on the date of such loss, theft, damage or destruction.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any 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 of 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 15% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided when due, or if Lessee fails to perform any other provision hereof within five (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter 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 unpaid Total Rent and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment; or (ii) sell the equipment (applying net proceeds of such sale less 20% of the Actual Cost to the unpaid balance of Total Rent); or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the unpaid balance of Total Rent); Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above, (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR ARISING HEREUNDER.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one Lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise; Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. As part of the consideration for each of the parties hereto to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing hereinbelow, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or their last known address, by certified mail, within the three days of such service having been effected and such parties and any guarantors do hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

BOOK 1538 PAGE 144

1. No. of additional sheets	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2. Debtor(s) (Last Name First) and address(es) Automotive & Emissions, Inc. 8249 Ritchie Hwy. Pasadena, MD. 21122 Ann Arundel	3. Secured Party(ies) and address(es) THE ALLEN GROUP LEASING CORP. 37519 Schoolcraft Road Livonia, MI 48150		RECORD FEE 11.00 #488140 0777 R01 T10#05 CK 02/20/89
4. Name and address(es) of assignee(s) (if any)	CHECK <input checked="" type="checkbox"/> if applicable		
	5. <input type="checkbox"/> Products of collateral are also covered.		
	6. <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction.		

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

Allen Engine Analyzer #80-120/13-180/53-500
and all substitutions, replacements, additions and accessories.

This is a lease and is filed for informational purposes only.
Lessee has no right to assign, sell or transfer without the
secured party's (lessor) consent.

THE ALLEN GROUP LEASING CORP.

Automotive & Emissions, Inc.

Carol Siep-AS ATTORNEY IN FACT

Carol Siep
Signature(s) of Debtor(s)

Carol Siep-Vice President/Controller 1/23/89

by *Carol Siep*
(Signature of Secured Party or Assignee of Record)

SECRETARY OF STATE COPY

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

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

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

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

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. A TRUE LEASE NOT INTENDED AS SECURITY

1. ~~DEBTOR~~ LESSEE TIMOTHY M. MALKIE
Name ROBERT H. EVANS T/A BOB EVANS' BAY FOOD
Address 126 Mayo Road, Edgewater, Md. 21037

2. ~~SECURED PARTY~~ LESSOR
Name NELCO CORPORATION
Address P.O. Box 537 Laurel Md 20707

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

3. Maturity date of obligation (if any) _____

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

1 MODEL MF 900WP ICE-O-MATIC ICE MACHINE
Serial Number C736-00077

RECORD FEE 13.00
POSTAGE CK .50
#489060 C777 R01 T10#01
02/20/89

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)

BOB EVANS' BAY FOOD
(Corporate or Trade Name)
Timothy M. Malkie
(Signature of Debtor)
TIMOTHY M. MALKIE
Type or Print Signature
Robert H. Evans
(Signature of Debtor)
Robert H. Evans
Type or Print Signature

NELCO CORPORATION
G. L. Nelson, V. PRES.
(Signature of Secured Party)
GREGORY R. NELSON
Type or Print Above Signature on Above Line

13.50

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

DEBTOR
David A. Schwartz, D.O.
 Suite 215, Medical & Executive Bldg.
(Name)
 300 Hospital Drive
(Address)
 Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Stephanie Yancy
(Name of Loan Officer)
 18 West Street
(Address)
 Annapolis, Maryland 21401

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

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

RECORD FEE CK 1.10

RECORD FEE 9.90

POSTAGE .00

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.

#488000 0777 R01 T10=00

02/20/89

Record Owner, if different from the Debtor: _____

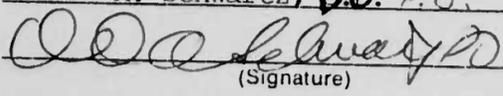
POSTAGE .50

3. Products of the collateral are also specifically covered.

#488010 0777 R01 T10=00

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

02/20/89

DEBTOR (OR ASSIGNOR)
David A. Schwartz, D.O. P.O. (Seal)
 (Seal)
(Signature)

(Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
(Signature)

(Print or Type Name)

1150

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) Import Auto Service Inc. 1825 George Avenue Annapolis, MD 21401		2. Secured Party(ies) Name(s) and Address(es) Castrol Inc. 1500 Valley Road Wayne, NJ 07474 Att: Loan Dept		3. <input type="checkbox"/> The Debtor is a transmitting utility.
				4. For Filing Officer: Date Time No. Filing Office

5. This Financing Statement covers the following types (or items) of property: SEE ATTACHED SCHEDULE "A" "The equipment herein described is located on the business premises of the debtor and title is vested in the name of the secured party herein named." "Not subjected to Recordation Tax. There is NO security interest created." <input checked="" type="checkbox"/> Products of the Collateral are also covered.	6. Assignee(s) of Secured Party and Address(es) RECORD FEE 11.00 POSTAGE CK .50 REGISTERED 0777-001 709:56 02/20/89
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)

under a security agreement signed by debtor authorizing secured party to file this statement, or

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

acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction.

when the collateral was brought into the state, or when the debtor's location was changed to this state.

By Import auto Service Inc. Castrol Inc.
Peter Rode Kenneth Cohn
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

SCHEDULE "A"

SYSTEM 1 CONSISTING OF:

1	ALEMITE	D 2 30	Sight gauge
1	ALEMITE	CH 23	Filler pipe
1	ALEMITE	NPN	Pipe extension
1	ALEMITE	NPN T	Pipe tee
1	ALEMITE	NPN 250	225 gallon bench tank
1	ALEMITE	5604 2	Moisture sep.
1	ALEMITE	7604 1	Regulator
1	ALEMITE	8568 5	LP pump
1	ALEMITE	317803 5	Hose assembly
1	ALEMITE	321206	Lo-level valve
1	ALEMITE	323449 4	Gauge
1	ALEMITE	326750	Adapter and sc.
1	ALEMITE	334547 1	Drain assembly

281589

276396 Anne Arundel Co.

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.

TAX PAID TO STATE

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

1. DEBTOR

Name SHEELY Richard A. & Donna G.

Address 789 Rolling View Drive, Annapolis MD 21401

2. SECURED PARTY

Name BANK OF DELAWARE

Address 300 Delaware Ave. Wilmington, DE 19899

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

3. Maturity date of obligation (if any) _____

RECORD FEE 12.00
POSTAGE CK .50

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

1989 34c SILVERTON
JTNC 004 9/K 889 - 34c

Name and address of Assignee
#487930 0777 R01 T09:55
02/20/89

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)

Richard A. Sheely
(Signature of Debtor)

Richard A. SHEELY
Type or Print Above Name on Above Line

Donna G. Sheely
(Signature of Debtor)

Donna G. SHEELY
Type or Print Above Signature on Above Line

C. David Hitchens VP
(Signature of Secured Party)

C. David Hitchens VP
Type or Print Above Signature on Above Line

1750

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276397

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 113,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$791.00.

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

1. DEBTOR

Name The Atlas Concrete Pump Service Company

Address 950A Weiker Rd. Severn, MD 21144

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address 500 DiGiulian Blvd. 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."

RECORD FEE 17.00

RECORD TAX 791.00

POSTAGE **CK** .50

#487850 0777 R01 T09#51

02/20/89

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The Atlas Concrete Pump Service Company

John R. Ferrigno, Treasurer
(Signature of Debtor)

John R. Ferrigno, Treas
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

PATRICK WHITE, ASST. SEC.

Type or Print Above Signature on Above Line

791.50



~~CREDIT ALLIANCE CORPORATION~~
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 10th day of February, 1989 by and between
The Atlas Concrete Pump Service Company, having its principal place of business at
950A Weiker Rd. Severn, MD 21144

"Mortgagor", and First Interstate Credit Alliance, Inc. "Mortgagee".

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney in Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the surplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .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:

The Atlas Concrete Pump Service Company, (Seal)
Mortgagor

By John R. Jernigan Treasurer (Title)

Secretary

STATE OF Maryland
COUNTY OF Anne Arundel County

John R. Jernigan

being duly sworn, deposes and says:

1. He is the **Treasurer** of The Atlas Concrete Pump Service Company (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to **First Interstate Credit Alliance, Inc.** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____

John R. Jernigan

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____, SS:
I, _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____, in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____
The Atlas Concrete Pump Service Company
who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument; that he resides at _____
that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC
CA (7-77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated February 10, 1989 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Schwing Concrete Pump	1983	BPL1201HDRKVM31	170514055
	Mounted on a Mack Truck	1983	MR686S	1M2K130C8CM
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>				

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

The Atlas Concrete Pump Service Company

By: John R. Fenwick Treasurer

276398

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

Inventory/Equipment

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 Rd. Glen Burnie, MD 21061

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address 500 DiGiulian Blvd. 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."

RECORD FEE 17.00
POSTAGE .50
#487840 0777 R01 T09#50
02/20/89

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)
Powerscreen Equipment Rentals, Inc.

Marvin Stursa V.P.
(Signature of Debtor)

Marvin Stursa V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

PATRICK WHITE, ASST. SEC.

Type or Print Above Signature on Above Line

17.50



First Interstate Credit Alliance, Inc.

CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

538 PAGE 156

THIS MORTGAGE made the 10th day of February, 1989 by and between

Powerscreen Equipment Rentals, Inc., having its principal place of business at
1223 Dorsey Rd. Glen Burnie, MD 21061

"Mortgagor", and First Interstate Credit Alliance, Inc. "Mortgagee".

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend in or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, in matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property to the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, to amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, whenever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

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)

Mortgagor

By *[Signature]* (Title)

Secretary

STATE OF Maryland
COUNTY OF Anne Arundel

SS

Marvin J. Stursa

being duly sworn, deposes and says:

1. He is the **Vice President** of **Powerscreen Equipment Rentals, Inc.** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to **First Interstate Credit Alliance, Inc.** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____

day of _____, 19 _____

[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)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____

Powerscreen Equipment Rentals, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC
CAL 6(77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated February 10, 19 89 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Titan Screening Plant		3800207
One (1)	M-100 Conveyor		1000577
One (1)	Comrander Screening Plant		5100883
One (1)	MKII Shedder Lift Up Style		2723850
Four (4)	M-70 Power Conveyors		5401713 5401722 5401525 5401507
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

Powerscreen Equipment Rentals, Inc.

By: _____

By: *Harry W. Pro.*

FINANCING STATEMENT FORM UCC-1

Identifying File No.

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

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

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

This financing statement Dated 10-21-1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PEDCO, INC.
Address 8435 Elvator Road Millersville, MD 21108

2. SECURED PARTY

Name DRYDEN OIL COMPANY, INC.
Address 9300 Pulaski Highway Baltimore, MD 21220

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

3. Maturity date of obligation (if any)

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

- 1 218-468 Graco Grease Reel, Complete
1 218-470 Graco Oil Reel
1 225-014 Graco 120 lb Gear Oil Pump
2 Air guage and Regulator
1 203-341 Graco Non-metered Gear Oil Nozzle

RECORD FEE 1.10
RECORD FEE 99.00
POSTAGE .50

#487810 C777 R01 T09:48

02/20/89

CHECK THE LINES WHICH APPLY

(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)

#294500 C777 R03 T09:47
02/22/89

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

Signature of Debtor

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

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

1. DEBTOR 1 Hour Severn Dry Cleaners a General partnership
 of Dong P. Park & Sue Park
 Name _____
 Address 2622 Annapolis Road, Severn, MD 21144

2. SECURED PARTY Transamerica Commercial Finance Corporation
 Name commercial leasing division
 Address 3601 Hempstead Tpke LEvittown, NY 11756

Person And Address To Whom Statement Is To Be Returned 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 Uniform Commercial Code additional sheet
 for description

NOT SUBJECT TO TAX ARTICLE 12 :C108 "k"5

RECORD FEE 14.00
 #487700 C777 R01 T09#45
 02/20/89
 POSTAGE **CK** .50
 #487710 C777 R01 T09#45
 02/20/89

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)

RECORD OWNER OF LAND

Target Properties Lot #2A 4th district

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

X Dong P. Park
 X Sue Y Park

 (Signature of Debtor)

1 hour Severn Dry Cleaners A General
 Partnership of Dong P. Park & Sue Park
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

M. Ouse... Adm asst.

 (Signature of Secured Party)
 Transamerica Commercial Finance Corp-
 oration commercial leasing ;division
 Type or Print Above Signature on Above Line

13-

BOX 5.

UNIFORM COMMERCIAL CODE ADDITIONAL SHEET

"All furniture, fixtures and equipment, wherever located, whether now or hereafter leased or possessed by 1 Hour Severn Dry Cleaners a General Partnership of Dong P. & Sue Park under that certain Equipment lease dated September 27, 1988 by and between the above referred to parties, all Supplementary Schedules or any other agreements executed concurrently therewith or at any time thereafter with reference thereto and all accessions, additions and replacements thereto, whether now owned or hereafter acquired."

" This Filing is for informational purposes only and, does not constitute and is not to be construed as, an admission that the lease between the parties constitutes a security agreement."

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3. The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es): Prince Tire Shop, 130 Mountain Road, Pasedena, MD 21122

2. Secured Party(ies) Name(s) and Address(es): Castrol Inc., 1500 Valley Road, Wayne, NJ 07474. Att: Loan Dept

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

RECORD FEE 11.00

POSTAGE .50

5. This Financing Statement covers the following types (or items) of property: SEE ATTACHED SCHEDULE "A"

"The equipment herein described is located on the business premises of the debtor and title is vested in the name of the secured party herein named." "Not subjected to Recordation Tax. There is NO Security Interest created."

6. Assignee(s) of Secured Party and Address(es): #487690 C777 R01 T09#44, CK 02/20/89

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

9. Name of a Record Owner

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box): under a security agreement signed by debtor authorizing secured party to file this statement, or which is proceeds of the original collateral described above in which a security interest was perfected, or acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: when the collateral was brought into the state, or when the debtor's location was changed to this state.

By: Prince Tire Shop, Don Prince (Signature)

By: Castrol Inc., Kenneth Cohn (Signature)

(1) Filing Officer Copy Numerical

SCHEDULE "A"

1	ALEMITE	D2 30	Sight gauge
1	ALEMITE	NPN	Pipe ext.
1	ALEMITE	NPN	Pipe tee
1	ALEMITE	SW250	225 bench tank
1	ALEMITE	1000	Str. union
1	ALEMITE	3685	Meter
1	ALEMITE	5604	Moisture sep.
1	ALEMITE	7604	Regulator
1	ALEMITE	8171	Reel only
1	ALEMITE	8568	LP pump
1	ALEMITE	704A4A4	6' air hose
1	ALEMITE	317856	Hose assembly
1	ALEMITE	321206	Lo-level valve
1	ALEMITE	323449	Gauge
1	ALEMITE	326750	Adapter & sc.
1	ALEMITE	334547	Drain assembly
1	ALEMITE	337437	Hose stop

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) PRINCE'S TIRE INC 130 Mountain Rd Pasadena MD 21122	2. Secured Party(ies) Name(s) and Address(es) CASTROL INC. 1500 VALLEY ROAD WAYNE, NEW JERSEY 07474-0973 Att: Loan Dept	3. <input type="checkbox"/> The Debtor is a transmitting utility. 4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 POSTAGE .50						
5. This Financing Statement covers the following types (or items) of property: "The equipment herein described is located on the business premises of the debtor and title is vested in the name of the secured party herein named." "Not subjected to recordation tax. There is no Security Interest created." 1-Alemite 3685-1 Low pressure reel w/50ft hose 1-Alemite 3685 Meter Control Handle Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es) 02/20/89 CK 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.		9. Name of a Record Owner						
<table border="1"> <tr> <td>No. & Street</td> <td>Town or City</td> <td>County</td> <td>Section</td> <td>Block</td> <td>Lot</td> </tr> </table>			No. & Street	Town or City	County	Section	Block	Lot
No. & Street	Town or City	County	Section	Block	Lot			
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <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>William Prince</u> Signature(s) of Debtor(s) Numerical		<u>Kenneth Com</u> Signature(s) of Secured Party						

NATIONWIDE MUTUAL INSURANCE COMPANY

BOOK 538 PAGE 166

EXHIBIT "A"

Lease No. 88101 Schedule 08

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
9646	400482	RECO	RECORDER	\$ 150.00
	400483	TRAN	TRANSCRIBER	209.00
	288168	CAMC	VIDEO CAMCORDER	1,069.98

EQUIPMENT LOCATION:
28 PERIMETER CT E SUITE 206
ATLANTA, GA
TAX DISTRICT 10 0044

5200	285217	BURS	BURSTER	14,030.00
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EQUIPMENT LOCATION:
2500 RIVA ROAD SE
ANNAPOLIS, MD
TAX DISTRICT 20 0002

5300	286295	TRAN	TRANSCRIBER	210.00
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EQUIPMENT LOCATION:
800 GRAVES MILL ROAD
LYNCHBURG, VA
TAX DISTRICT 46 0016

5400	272354	TRAN	TRANSCRIPTION UNIT	411.75
	272355	PKRE	POCKET ESCORT	194.25
	272371	TV	COLOR TV 19"	379.00
	272372	VCR	VCR	279.00
	272374	VCR	VCR	262.00
	272353	PKRE	POCKET ESCORT	194.25

EQUIPMENT LOCATION:
437 WEST MAIN STREET
BUTLER, PA
TAX DISTRICT 38 0010

5800	286747	TRAN	DICTAPHONE	491.75
5833	286782	ARCO	AIR CONDITIONER	339.99
5861	286783	DEHUM	DEHUMIDIFIER	272.48
	286781		DICTAPHONE/TRANSCRIBER	491.75

EQUIPMENT LOCATION:
1000 NATIONWIDE DRIVE
HARRISBURG, PA
TAX DISTRICT 38 0022

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 RECORDING TAX ON PRINCIPAL AMOUNT OF
 \$ 246,736.⁰⁰

FINANCING STATEMENT

1. Debtor(s):

Bresler & Reiner, Inc.
 Name or Names—Print or Type
 401 M Street, S.W., Washington, D.C. 20024
 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:

Citizens Bank and Trust Company of Maryland
 Name or Names—Print or Type
 6200 Baltimore Boulevard, Riverdale, MD 20737
 Address—Street No., City - County State Zip Code

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

See attachments

RECORD FEE 29.00
 RECORD TAX 1729.00
 #497150 0777 R01 T09:19

4. If above described personal property is to be affixed to real property, describe real property. CK 02/20/89

- 5. If collateral is crops, describe real estate.
- 6. Proceeds of collateral are are not covered.
- 7. Products of collateral are are not covered.

Debtor(s): Bresler & Reiner, Inc. Secured Party: Citizens Bank and Trust Company of Maryland

Philip Friedman Thomas J. Huber, Jr.
Friedman Huber, Jr.

PHILIP FRIEDMAN THOMAS J HUBER, JR

29
1789

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
 Name and Address Citizens Bank and Trust 6200 Balto. Blvd., Riverdale MD 20737 Attn: Thomas Huber, Jr.

ATTACHMENT TO FORM UCC-1

1. The equipment and other personal property described on the attached schedule (the "Equipment"), which is the Equipment leased under any Equipment Schedules to that certain Master Equipment Lease dated November 15, 1988 between Bresler & Reiner, Inc., as lessor and The North Arundel Hospital Association, Inc., as lessee (collectively, the "Lease"), together with all attachments, parts, accessories, and appurtenances appertaining or attached to any of the Equipment, and all substitutions, trade-ins, renewals, replacements of, and improvements and accessions to any and all of the Equipment, and in each case whether now owned or hereafter acquired.

2. All right, title, and interest of the Debtor, as lessor, in and to the Lease and all amounts of rent or other payments of any kind for or with respect to any item of Equipment, and other sums to become due thereunder.

3. Together with all the proceeds (cash and non-cash), issues, income, profits, all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, and books and records related to, or arising from, or in connection with the foregoing.

I.D.	ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	DEPARTMENT
2	PERSONAL COMPUTER/PRINTER- PAT N.	1	4500	4500	ADMINISTRATION
3	PERSONAL COMPUTER/PRINTER-MED.STAFF	1	4500	4500	ADMINISTRATION
4	PERSONAL COMPUTER/PRINTER-EKG	1	4500	4500	CARDIOLOGY
5	PERSONAL COMPUTER/PRNTR-PRISCILLA	1	4500	4500	ADMINISTRATION
71	BURSTER	1	2300	2300	INFORMATION SERVICES
82	EMPLOYEE ID. BADGE SYSTEM	1	5540	5540	PERSONNEL
105	FAX MACHINE	1	2175	2175	FINANCE
106	PERSONAL COMP.- NETWORK/FILE SERVER	1	8000	8000	FINANCE
119	MICROFISCHE READER/PRINTER	1	3000	3000	PATIENT ACCOUNTING
120	PERSONAL COMPUTER W/PRINTER/NETWRK	1	3200	3200	PATIENT ACCOUNTING
123	COPIER W/COLLATOR	1	10000	10000	PATIENT ACCOUNTING
126	CHAIR STD. SECRETARY W/O ARMS STAFF	7	199	1393	ADMITTING
133	PORTABLE TYPEWRITERS	4	300	1200	ADMITTING
134	PRINTERS-OT 700'S	2	1667	3334	ADMITTING
147	AT&T TERMINALS	2	1000	2000	COMMUNICATIONS
159	PERSONAL COMPUTER/PRINTER-SEC,PAT K	1	4500	4500	COMMUNITY SERVICES
172	LINEN CART	2	700	1400	HOUSEKEEPING
174	SEWING MACHINE, BERINA	1	699	699	HOUSEKEEPING
187	MEDICAL TESTER	1	5700	5700	PLANT OPERATIONS
189	FC UNIT	1	3000	3000	PLANT OPERATIONS
237	ARM CHAIR, TV ROOM	2	401	802	2A PSYCHIATRIC UNIT
238	BEDS	15	320	4800	2A PSYCHIATRIC UNIT
239	CHAIRS	19	238	4522	2A PSYCHIATRIC UNIT
240	CONSOLE TV	1	600	600	2A PSYCHIATRIC UNIT
242	DD8- CHAIR SIDE ARM FOR TABLE, BREA	4	230	920	2A PSYCHIATRIC UNIT
243	DD8- CHAIR SIDE ARM FOR TABLE, CONF	8	230	1840	2A PSYCHIATRIC UNIT
244	DD8- CHAIR SIDE ARM FOR TABLES, DIN	30	199	5970	2A PSYCHIATRIC UNIT
245	DD8- CHAIR SIDE ARM FOR TABLES, DAY	40	199	7960	2A PSYCHIATRIC UNIT
246	DD8- TABLE - LEGGED, DAY ROOM	4	2000	8000	2A PSYCHIATRIC UNIT
247	DD8- TABLE 48" - LEGGED	1	1350	1350	2A PSYCHIATRIC UNIT
248	DD8- TABLE CONF-LEGGED, CONF ROOM	2	1886	3772	2A PSYCHIATRIC UNIT
249	DD8- TABLE SQ 42" W "X" CHROME BA,D	6	784	4704	2A PSYCHIATRIC UNIT
250	DRAPERIES	26	110	2860	2A PSYCHIATRIC UNIT
251	DRYER, DINING AREA	1	500	500	2A PSYCHIATRIC UNIT
252	GERIATRIC CHAIRS	2	500	1000	2A PSYCHIATRIC UNIT
253	NIGHTSTANDS	19	325	6175	2A PSYCHIATRIC UNIT
254	REFRIGERATOR, DINING AREA	1	1200	1200	2A PSYCHIATRIC UNIT
255	SETTEE, TV ROOM	2	565	1130	2A PSYCHIATRIC UNIT
256	STOVE, ELEGTRIC, DINING AREA	1	1500	1500	2A PSYCHIATRIC UNIT
257	WASHER, DINING AREA	1	500	500	2A PSYCHIATRIC UNIT
259	INFANT SCALE	1	1400	1400	PEDIATRICS
260	RECLINER, LAZBOY, PEDS	3	500	1500	PEDIATRICS
266	HIGH-BACK CHAIRS, #260-FS1, 3A	39	347	13533	3A MEDICAL/SURGICAL
267	HILLROM GERICHAIR	1	525	525	3A MEDICAL/SURGICAL
268	LOVESEAT, #260-F20, 3A WAITING	1	565	565	3A MEDICAL/SURGICAL
269	LOW-BACK CHAIRS, #300k	19	181	3439	3A MEDICAL/SURGICAL
270	OVERSIZE WHLCHAIR REMOVBLE ARMS 3A	1	1204	1204	3A MEDICAL/SURGICAL
271	SCALES FOR BED-RIDDEN PTS, 3A	1	4320	4320	3A MEDICAL/SURGICAL

I.D.	ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	DEPARTMENT
272	SEC. CHAIRS, #59-3070, 3A NURSE STA	3	283	849	3A MEDICAL/SURGICAL
273	SIDE RAIL REPLACEMENTS 3A	39	50	1950	3A MEDICAL/SURGICAL
274	SOFA, #260-F30, 3A WAITING AREA	1	763	763	3A MEDICAL/SURGICAL
275	STRAIGHT CHAIRS #50-2002, 3A NURSTA	2	230	460	3A MEDICAL/SURGICAL
276	WHEELCHAIR WITH IV POLE, ETC., 3A	1	1419	1419	3A MEDICAL/SURGICAL
290	CARDIAC OUTPUT MODULES, CCU, UPGRAD	9	5000	45000	CORONARY CARE UNIT
291	DIALYSIS CYCLER, CCU	1	6000	6000	CORONARY CARE UNIT
292	NON-INVASIVE BP MONITORS, CCU	1	3400	3400	CORONARY CARE UNIT
295	TEMP/RESP MODULES, CCU, UPGRADE	9	1333	12000	CORONARY CARE UNIT
355	CARDIAC OUTPUT MODULES, ICU, UPGRAD	2	5000	10000	INTENSIVE CARE UNIT
359	TRANSCUTANEOUS O2 MODULES, ICU	2	5000	10000	INTENSIVE CARE UNIT
360	WARMING CABINET, ICU	1	7000	7000	INTENSIVE CARE UNIT
420	HILLROM GERICHAIR	1	525	525	2B MEDICAL/SURGICAL
421	OVERSIZE WHLCHAIR REMOVBL ARMS 2B	1	1204	1204	2B MEDICAL/SURGICAL
422	SCALES FOR BED-RIDDEN PTS, 2B	1	4320	4320	2B MEDICAL/SURGICAL
423	SIDE RAIL REPLACEMENTS 2B	28	50	1400	2B MEDICAL/SURGICAL
424	WHEELCHAIR WITH IV POLE ETC., 2B	1	1419	1419	2B MEDICAL/SURGICAL
447	HILLROM GERICHAIRS	2	525	1050	3BC MEDICAL/SURGICAL
450	OVERSIZE WHLCHAIR REMVBLE ARM, 3BC	1	1204	1204	3BC MEDICAL/SURGICAL
452	SCALES FOR BED-RIDDEN PTS, 3BC	1	4320	4320	3BC MEDICAL/SURGICAL
454	SIDE RAIL REPLACEMENTS 3BC	54	50	2700	3BC MEDICAL/SURGICAL
457	WHEELCHAIR WITH IV POLE, ETC., 3BC	1	1419	1419	3BC MEDICAL/SURGICAL
472	#260-F30 SOFA, 4BC WAITING AREAS	1	763	763	4BC MEDICAL/SURGICAL
473	DEFIBRILLATOR/MONITOR	1	7000	7000	4BC MEDICAL/SURGICAL
474	HIGH BACK CHAIRS, 4BC PT RMS	54	347	18738	4BC MEDICAL/SURGICAL
475	HILLROM GERICHAIR, 4BC	1	525	525	4BC MEDICAL/SURGICAL
476	LOVE SEAT, #260-F20, 4BC WAITING	1	565	565	4BC MEDICAL/SURGICAL
477	LOW BACK CHAIRS, 4BC PT ROOMS	28	181	5068	4BC MEDICAL/SURGICAL
478	OVERSIZE WHLCHAIR REMVBL ARMS 4BC	1	1204	1204	4BC MEDICAL/SURGICAL
479	RENOVATIONS TO 4B/C	1	2564	2564	4BC MEDICAL/SURGICAL
480	SCALE FOR BED-RIDDEN PTS, 4BC	1	4320	4320	4BC MEDICAL/SURGICAL
481	SECRETARY CHAIRS, #50-3070, 4BC NRS	4	199	796	4BC MEDICAL/SURGICAL
482	SIDE RAIL REPLACEMENTS 4BC	54	50	2700	4BC MEDICAL/SURGICAL
483	STRAIGHT CHAIRS, #50-2002, 4BC NRS	4	230	920	4BC MEDICAL/SURGICAL
484	WHEELCHAIR WITH IV POLE, ETC. 4BC	1	1419	1419	4BC MEDICAL/SURGICAL
498	RECLINER, LAZBOY, CDU	2	500	1000	5C CHEMICAL DEPENDENCY
514	HILLROM GERICHAIR, 6BC	1	525	525	6BC MEDICAL/SURGICAL
515	OVERSIZE WHLCHAIR REMVBLE ARMS 6BC	1	1204	1204	6BC MEDICAL/SURGICAL
516	SCALES FOR BED-RIDDEN PTS, 6BC	1	4320	4320	6BC MEDICAL/SURGICAL
517	SIDE RAIL REPLACEMENTS 6BC	26	50	1300	6BC MEDICAL/SURGICAL
518	WHEELCHAIRS WITH IV POLE, ETC, 6BC	1	1419	1419	6BC MEDICAL/SURGICAL
539	CAM/CORDER VHS	1	2395	2395	STAFF DEVELOPMENT
540	PORTABLE VHS PLAYER/MONITOR, UNIT	2	1340	2680	STAFF DEVELOPMENT
551	COPIER, NURSING OFFICE	1	10000	10000	NURSING OFFICE
552	PERSONAL COMPUTER W/PRINTER/MODEM	1	5000	5000	NURSING OFFICE
569	AIRWAY GAS MONITORS	2	4988	9996	ANESTHESIA
572	ANTHESIA DELIVERY UNITS	2	47392	94784	ANESTHESIA
573	DESK-MANAGERIAL	1	506	506	ANESTHESIA

I.D.	ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	DEPARTMENT
575	INTUBATING FIBEROPTIC BRONCHOSCOPE	1	5000	5000	ANESTHESIA
576	SLEEPER CHAIR	1	519	519	ANESTHESIA
583	CF-PIOS	1	10000	10000	ENDOSCOPY
584	COLONOSCOPE	1	11000	11000	ENDOSCOPY
585	DOUBLE CHANNEL GASTROSCOPE	1	13000	13000	ENDOSCOPY
586	ERCP DUODENOSCOPE (JF-10)	1	14000	14000	ENDOSCOPY
589	PEDIATRIC COLONOSCOPE	1	10450	10450	ENDOSCOPY
591	WHEELCHAIR	1	600	600	ENDOSCOPY
592	X-RAY STRETCHER	1	4000	4000	ENDOSCOPY
593	XENON LIGHT SOURCE	1	6200	6200	ENDOSCOPY
649	ULTRASONIC CLEANER	1	1740	1740	ENDOSCOPY
662	ANEURYSM CLIP SET	1	3000	3000	OPERATING ROOM
663	FLUID WARMING CABINET	1	4000	4000	OPERATING ROOM
664	HYSTEROSCOPE	1	10000	10000	OPERATING ROOM
665	LAPAROSCOPY SET (LASER)	1	14000	14000	OPERATING ROOM
673	MIDAS REX INSTRUMENT SET	1	30000	30000	OPERATING ROOM
675	NUCLEOTOME SYSTEM W/ STAND	1	10200	10200	OPERATING ROOM
680	STORAGE SHELVING (ROLLING)	3	1200	3600	OPERATING ROOM
767	BEDS/MATTRESSES, AMBO SURG	2	3350	6700	RECOVERY ROOM
766	BLANKET WARMER/FLUID WARMING CAB	1	7000	7000	RECOVERY ROOM
772	PATIENT REC. LOUNGE CHAIR, AMB SURG	4	600	2400	RECOVERY ROOM
774	SIDE CHAIRS, AMB SURG	6	181	1086	RECOVERY ROOM
798	BIOLOGICAL REFRIGERATOR, RETAIL TPN	1	2500	2500	PHARMACY
799	FLUID TRANSPORT CART	1	900	900	PHARMACY
800	LAMINAR FLOW HOOD, RETAIL TPN	1	6000	6000	PHARMACY
801	PERSONAL COMPUTER AND PRINTER, SEC.	1	4500	4500	PHARMACY
802	TRANSPORT CART FOR UNIT DOSE SYSTE	1	1600	1600	PHARMACY
839	MEDICINE CARTS, PHASE II	1	757	757	PHASE II UNIT
840	STRETCHER, MATTRESS, IV POLE	1	2000	2000	PHASE II UNIT
841	TELEM MON, CENTRAL & ARRHYTHM, PHII	4	9500	38000	PHASE II UNIT
842	WHEELCHAIRS	2	600	1200	PHASE II UNIT
852	MIRA CHEM INST-CHEMISTRY	2	55000	55000	CHEMISTRY
859	SLIDE STAINER-HEMA/UR	1	7000	7000	HEMATOLOGY/URINALYSIS
860	TYPEWRITER-HEMA/UR	1	1000	1000	HEMATOLOGY/URINALYSIS
898	CELL WASHERS-BLOOD BK.	1	6000	6000	BLOOD BANK
899	FREEZER	1	6000	6000	BLOOD BANK
912	MICROTOME-HISTO	1	6900	6900	HISTOPATHOLOGY/CYTO
914	TISSUE PROCESSOR-HISTO	1	14000	14000	HISTOPATHOLOGY/CYTO
915	TYPEWRITER-HISTO	1	1000	1000	HISTOPATHOLOGY/CYTO
920	CRYOSTAT-HISTO, TISSUE TEK II	1	7774	7774	HISTOPATHOLOGY/CYTO
936	CHAIR STD. SECRETARY W/O ARMS	10	199	1990	MEDICAL RECORDS
937	PATIENT CHARTING SYSTEM-CARSTEN'S	1	17500	17500	MEDICAL RECORDS
938	PERSONAL COMPUTER	1	2500	2500	MEDICAL RECORDS
940	PLAIN PAPER READER PRINTER-3M	1	5000	5000	MEDICAL RECORDS
941	TERMINAL ST. PAUL COMP. CNTR.	1	1000	1000	MEDICAL RECORDS
942	TYPEWRITERS	2	375	750	MEDICAL RECORDS
952	4 WHEEL DRIVE VEHICLE	1	16000	16000	SECURITY
964	MOTOROLA WALKIE TALKIE	1	600	600	SECURITY

I.D.	ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	DEPARTMENT
967	TASK CHAIRS W/ARMS FOR SECURITY DES	5	230	1150	SECURITY
983	35MM CINE' FILM STORAGE RACK	1	500	500	CARDIAC CATH LAB
984	BALLOON PUMP	1	35500	35500	CARDIAC CATH LAB
996	CAMERA SYSTEM, 100 MM CUTFILM, RM #3	1	29500	29500	RADIOLOGY
1001	PORT XRAY UNIT	1	38000	38000	RADIOLOGY
1002	QA TESTING EQUIPMENT	1	10000	10000	RADIOLOGY
1083	TERMINAL/PRINTER-ST. PAUL	1	1000	1000	HOME HEALTH
1090	TYPEWRITER	1	800	800	CDU INPATIENT SERVICES
1104	SUCTION HEADS-ICU,CCU, OR & RR	74	378	28200	CENTRAL SUPPLY
1105	WASHER/STERILIZER	1	38000	38000	CENTRAL SUPPLY
1110	DD8- M.A. CASE WKR. WRKST - PSYCH.	2	4100	8200	SOCIAL WORK
1111	SOCIAL WORKER T7 WRKST - PSYCH	2	4100	8200	SOCIAL WORK
1116	PERSONAL COMPUTER W/PRINTER- SEC	1	4500	4500	SOCIAL WORK
1131	PERSONAL COMPUTER/PRINTER,DEPT. SEC	1	4500	4500	QUALITY ASSURANCE
1153	ADULT VOLUME VENTILATOR (BEAR 2)	1	10000	10000	RESPIRATORY THERAPY
1154	CO OXIMETER	1	10000	10000	RESPIRATORY THERAPY
1155	NELCOR CONTINUOUS OXIMETER N-100	1	3400	3400	RESPIRATORY THERAPY
1157	OXYGEN ANALYZER	2	600	1200	RESPIRATORY THERAPY
1159	PULSE OXIMETER-HAND HELD N-10	2	2600	5200	RESPIRATORY THERAPY
1160	TOTAL LUNG ANALYZER (SPINMAKER TL)	1	35305	35305	RESPIRATORY THERAPY
1215	DEFIBRILLATOR UNIT (W/O CRASH CART)	1	16500	16500	NUCLEAR MEDICINE
1216	QA TEST EQUIPMENT FOR SPEC WORK	1	3500	3500	NUCLEAR MEDICINE
1217	SCANNING IMAGING TABLE	1	1000	1000	NUCLEAR MEDICINE
1218	THYROID UPTAKE SYSTEM	1	9000	9000	NUCLEAR MEDICINE
1237	SMALL WHIRLPOOL	1	1920	1920	PHYSICAL THERAPY
1238	TRACTION UNIT	1	1990	1990	PHYSICAL THERAPY
1239	ULTRASOUND UNIT	1	3390	3390	PHYSICAL THERAPY
1240	WHEELCHAIR STANDARD	1	500	500	PHYSICAL THERAPY
1241	WHEELCHAIR, OVERSIZED	1	850	850	PHYSICAL THERAPY
1267	CARDIAC STRETCHERS	3	3400	10200	EMERGENCY SERVICES
1268	COPYING MACHINE	1	4500	4500	EMERGENCY SERVICES
1270	NON-INVASIVE BP MONITORS	2	6000	12000	EMERGENCY SERVICES
1271	OXIMETER-TRANSCUTANEOUS	1	5000	5000	EMERGENCY SERVICES
1272	PORTABLE CARDIAC MONITOR	1	6900	6900	EMERGENCY SERVICES
1273	TEMPORARY PACEMAKER (PULSE GEN)	2	3000	6000	EMERGENCY SERVICES
1274	PERSONAL COMPUTER- WORD.PROC.,SECRE	1	4500	4500	EMERGENCY SERVICES
1305	WHEELCHAIR	1	982	982	RADIOLOGY
1306	TYPEWRITER - RECEPTION AREA	1	735	735	RADIOLOGY
1307	LASER JET PRINTER	1	2100	2100	FINANCE
1308	PRINTER, LASER JET	1	2100	2100	ADMINISTRATION
1309	AV SEQUENTIAL PACEMAKER	1	3000	3000	CORONARY CARE
1310	PORT MONITOR, ART PRESSUR WAVE FORM	1	3000	3000	INTENSIVE CARE UNIT
1311	DOPPLER FLOWMETERS, PHASE II	1	600	600	PHASE II UNIT
1312	MEDICINE CARTS, PHASE II	1	757	757	PHASE II UNIT
1313	NERVE STIMULATOR & PROBE TIP SET,OR	1	1000	1000	OPERATING ROOM
1314	PULSE GENERATORS, CCU	2	1800	3600	CORONARY CARE
1316	PC WITH CHI BOARD	1	2875	2875	LIFE CENTER
1317	LITHOTRITE	1	3350	3350	OPERATING ROOM

I.D. # ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	DEPARTMENT
1318 STORAGE CARTS, RR	6	686		4114 RECOVERY ROOM
1319 LASER PRINTER	1	2100		2100 PUBLIC RELATIONS
1320 PERSONAL COMPUTER	1	2300		2300 LABORATORY-GEN'L
1321 PERSONAL COMPUTER WITH PRINTER	1	4500		4500 RESPIRATORY THERAPY
1322 LASER PRINTER, STAFF DEVEL	1	2300		2300 STAFF DEVELOPMENT
1323 PC WITH EGA MONITOR	1	2018		2018 PUBLIC RELATIONS
1324 MOBILE RADIO FOR NEW VAN	1	760		760 SECURITY
1325 WARDROBE WITH POLYCARBONATE MIRROR	19	568		10799 PSYCHIATRIC UNIT
1326 NUCLEAR MEDICINE GAMMA CAMERA	1	246736		246736 NUCLEAR MEDICINE
*** Total ***			1167654	1498742

STATE OF MARYLAND

BOOK 538 PAGE 174

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272335

RECORDED IN LIBER 525 FOLIO 203 ON 4/5/88 with ~~Howard County~~ Anne Arundel County

1. DEBTOR

Name George Williams

Address 2048 Horseshoe Circle, Jessup, MD 20794

2. SECURED PARTY

Name Dresser Credit Corporation RECORD FEE 10.00
3201 North Wolf Road

Address Franklin Park, IL 60131 POSTAGE .50

#497140 0777 R01 T09:19

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

02/20/89

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

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

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

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

Termination

ONE (1) New Trail King Trailer, Model TK12+6
SN 1TKC02030HMO18580

Dated January 17, 1989

W. D. Fruland
(Signature of Secured Party)

W. D. Fruland
Dresser Credit Corporation

Type or Print Above Name on Above Line

1560

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) Viking Energy Corp. 205 Najoles Rd. P.O.Box 6 Millersville, MD. 21108 (Ann Arundel County)	2. Secured Party(ies) and address(es) Chemi-Trol Chemical Co. 2776 C.R. 69 Route #1 Gibsonburg, Ohio 43431 (Sandusky County)	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE CK .50 Book 497 Page 175 02/20/89
4. This financing statement covers the following types (or items) of property:		5. Assignee(s) of Secured Party and Address(es)
LP Storage Tanks: 6-500 Gal.: 327546, 327547, 327548, 327549, 327550, 327551. 10-1000 Gal.: 327659, 327660, 327661, 327665, 327657, 327662, 327667, 327774, 327301, 327302.		Subject to Recalibration 3 30 paid 1000.00 12871.80 = 42 24 Paid to Sale
NOTE NO. 960		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with: County Recorder
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
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.		
Date: <u>Jan 26</u> 19 <u>89</u>	By: <u>[Signature]</u> (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)	
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)

TERM 11.50

276406

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)

MR MICHAEL R HRESKO
MS. ANITA M HRESKO
1060 SAYBROOK HARBOUR
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)

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

(SECURED PARTY IS SELLER)

Installed, one United Standard complete water
treatment system Model # 1054 (COND. SALES CONTRACT NOT SUBJECT
TO TAX LOCATED @ 1060 SAYBROOK HARBOUR PASADENA, MD, 21122)
XX
XX
XX
XX
XX

CK

RECORD FEE 12.00

#497070 0777 R01 T09:15

02/20/89

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

Michael R. Hresko
MICHAEL R HRESKO

By: *Anita Hresko*
ANITA HRESKO
Signature(s) of Debtor(s)

ENVIRONMENTAL WATER CONTROL INC.

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

(1) Filing Officer Copy-Alphabetical

122
STANDARD FORM - FORM UCC-1.

276407

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) Gerald D. Turner Betty J. Turner 405 Norman Avenue Glen Burnie, Maryland 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:

(SECURED PARTY IS SELLER)
Installed, one United Standard complete water treatment system Model #1054 (COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED @ 405 NORMAN AVE GLENBURNIE, MD, 21061)
XX
XX
XX
XX

RECORD FEE *CR* 2.00
#487090 C777 R01 T09:15
5. Assignee(s) of Secured Party and Address(es) 02/20/89
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

Betty J. Turner
BETTY J. TURNER
By *Gerald D. Turner*
GERALD D. TURNER (s) of Debtor(s)

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

STANDARD FORM - FORM UCC-1.
120

(1) Filing Officer Copy-Alphabetical

276408

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)
Teresa M. Steger
1090 Cayer Drive
Glen Burnie, Maryland 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)

RECORD FEE 11.00

#487090 C777 R01 T09#16

02/20/89

GK

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

Installed, one United Standard complete water
treatment system Model #1054 (COND. SALES CONTRACT NOT SUBJECT
TO TAX LOCATED @ 1090 CAYER DR GLENBURNIE, 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

By: Teresa M. Steger
Signature(s) of Debtor(s)
TERESA M STEGER

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

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

STATE OF MARYLAND

276410

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. \$ 65,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$455.00.

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

1. DEBTOR

Name Robert A. Ballantine, Inc.

Address 1797 Dorsey Rd. Hanover, MD 21076

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address 500 DiGiulian Blvd. 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."

RECORD FEE 17.00

RECORD TAX 455.00

POSTAGE ^{CK} .50

#487020 0777 R01 T09:13

02/20/89

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)

Robert A. Ballantine, Inc.

Robert A Ballantine Sr
(Signature of Debtor)

Robert A Ballantine Sr Pres
Type or Print Above Name on Above Line

Robert A Ballantine Sr
(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

17 455 .50



FIRST INTERSTATE CREDIT ALLIANCE, INC.

~~CREDIT ALLIANCE CORPORATION~~

770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

BOOK 538 PAGE 181

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 6th day of February, 1989 by and between

Robert A. Ballantine, Inc., having its principal place of business at
1797 Dorsey Rd. Hanover, Maryland 21076

"Mortgagor", and First Interstate Credit Alliance, Inc. "Mortgagee".

WITNESSETH:

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business location without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage, Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

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:

Robert A. Ballantine, Inc. (Seal)
Mortgagor

Secretary

By *Robert A. Ballantine, Jr.* (Title)

STATE OF Maryland
COUNTY OF Hanover

} SS:

Robert A. Ballantine, Jr. being duly sworn, deposes and says:

- 1. He is the President of Robert A. Ballantine, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____

Robert A. Ballantine, Jr.

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

<p>(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.</p>	<p>(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.</p>	<p>(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ <u>Robert A. Ballantine, Inc.</u> who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at _____ that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.</p>
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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 February 6, 19 89 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Caterpillar Loader	943	19Z487
	<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>		

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

Robert A. Ballantine, Inc.

By: _____

By: Robert A. Ballantine, Inc. Pres

STATE OF MARYLAND

276411

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name N. Greenwald, Inc.

Address 2411 Crofton Lane Crofton, MD 21114

2. SECURED PARTY

Name Baldwin Service Center, Inc.

RECORD FEE 17.00

Address Defense Hwy. 450 & 178 Annapolis, MD 21401

POSTAGE .50

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

#487030 C777 R01 T09#13

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

CK 02/20/89

3. Maturity date of obligation (if any) _____

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

ASSIGNEE OF THE SECURED PARTY:

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

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

CHECK THE LINES WHICH APPLY

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)

N. Greenwald, Inc.

N.W. Greenwald Jr. N.P.
(Signature of Debtor)

N.W. GREENWALD JR.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

F. George Baldwin Pres
(Signature of Secured Party)

F. George Baldwin Pres
Type or Print Above Signature on Above Line

17.50

538-185

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. ("Seller") FROM: N. Greenwald, Inc. ("Buyer")
Defense Hwy. 450 & 178 Annapolis, MD 21401 (Address of Seller) 2411 Crofton, MD 21114 (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 JCB Model 1400B Wheel Loader Backhoe, S/N 330812 w/rollover protection system & 24" bucket	(1) TIME SALES PRICE	\$ 39,798.40
	(2) Less DOWN PAYMENT in Cash	\$ 5,000.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	\$ -0-
	(4) CONTRACT PRICE (Time Balance)	\$ 34,798.40
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:
2411 Crofton Lane (Street and Number) Crofton (City) Anne Arundel (County) MD (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 Thirty four thousand seven hundred ninety eight and 40/100 ***** Dollars (\$ 34,798.40) being the above indicated Contract Price (hereinafter called the "time balance") in ** successive monthly installments, commencing on the 7th day of March, 19 89 and continuing on the same date each month thereafter until paid; the first ** installments each being in the amount of \$ ** and the final installment being in the amount of \$ ** with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: February 6, 19 89 BUYER(S)-MAKER(S):
 Accepted: Baldwin Service Center, Inc. (SEAL) N. Greenwald, Inc. (SEAL)
 (Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: [Signature] By: [Signature] V.P.
 (Witness as to Buyer's and Co-Maker's Signature) Co-Buyer-Maker: N.W. GREENWALD JR (SEAL)
 (Print Name of Co-Buyer-Maker Here)
 By: _____
 (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

3

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-fiftieth 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.)_____
(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 repossession and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

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

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated February 6, 1989 between Baldwin Service Center, Inc. as Seller/Lessor/Mortgagee and H. Greenwald, Inc. 2411 Crofton Lane Crofton, MD 21114 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 34,798.40.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 6th day of February, 19 89.

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

By: [Signature]

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

276412

BOOK 538 PAGE 188

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) Basicomputer Corporation 1340-A Charwood Rd. Hanover, Maryland 21076 and "any and all other locations"	2 Secured Party(ies) and Address(es) ITT Commercial Finance Corp. 110 Boggs Ln. Suite 380 Cincinnati, Ohio 45246	3 For Filing Officer (Date, Time, Number, and Filing Office)
--	---	---

4 This financing statement covers the following types (or items) of property:
All inventory and equipment sold by or bearing the trademark or tradename of Apple Computer, Inc. and all inventory and equipment financed by Secured Party, whether now owned or hereafter acquired, wherever located, and all attachments, accessions, and additions thereto, substitutions, accessories, replacements, and parts thereof.

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

RECORD FEE 11.00
POSTAGE CK .50

#487060 0777 R01 T09:14

02/20/89

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

Filed with Anne Arund Co. Maryland

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

Basicomputer Corporation ITT Commercial Finance Corp.
By: Kentel Hae TRAS By: [Signature]
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

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

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

Revised, Eff. 1/1/79

1/150

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

No of Additional Sheets Presented

3 The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)
DZIEDZIAK MARGARET M.
 7733 TELEGRAPH RD. LOT 13
 SEVERN MD 21144

2 Secured Party(ies) Name(s) and Address(es)
EASTERN HOMES, INC.
 8291 WASHINGTON BLVD.
 JESSUP, MD 20794

4 For Filing Officer Date, Time No Filing Office
 RECORD FEE 11.00
 #496980 0777 R01 T09:10
 03/20/89

5 This Financing Statement covers the following types (or items) of property
 1988 FLINTSTONE DYNASTY 14 X 70
 SERIAL # 8261
 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
 WOODBRIDGE, VA 22194

Products of the Collateral are also covered

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

9 Name of a Record Owner

The described 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) <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).					

DZIEDZIAK MARGARET M. EASTERN HOMES, INC.

By Margaret M. Dziedziak Signature(s) of Debtor(s)
 By [Signature] Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

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

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Bertha Scriba

**39 Colonial Manor
Broadneck Road
Annapolis, Maryland 21401**

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

ADDRESS: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

RECORD FEE 11.00
STAMP FEE .50
GK

#48850 C777 R01 T09#03
02/20/89

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

1985 Imperial 3BRRE413 85443 70' X 14'

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

Bertha Scriba
Bertha Scriba

THE BANK OF BALTIMORE

BY Sharon A. McIntyre
Sharon A. McIntyre
THE BANK OF BALTIMORE

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and THE BANK OF BALTIMORE, which has been assigned to The Bank of Baltimore.

PCS0847

1178

276415

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor
Georgia L. Brown
Keith M. Brown

Mailing Address
1832 Village Square Court
Severn, MD 21144

SECURED PARTY (Dealer)

James H. Hunt and Audrey Hunt
7401 S. Fargrove Court
North Hanover, Maryland 21076

RECORD FEE 12.00
CK POSTAGE .50
#486860 0717 R01 T09:04
02/20/89

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).
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:

Georgia L. Brown
Georgia L. Brown
Keith M. Brown
Keith M. Brown

SECURED PARTY:

BY: Sharon A. McIntyre
Sharon A. McIntyre
THE BANK OF BALTIMORE

Note: The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and THE BANK OF BALTIMORE which has been assigned to The Bank of Baltimore.

12.00

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 538 PAGE 192

Identifying File No. 276416

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 22728.50

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 CUE Paging Corporation

Address 8201 Corporate Dr., Suite 74, Landover, Md., 20785

2. SECURED PARTY Anne Arundel County

Name ConTel Credit Corporation

Address ~~228 Perimeter Center Parkway, Suite 230~~ 64A PERIMETER CENTER EAST

Atlanta, GA 30346

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

3. Maturity date of obligation (if any) 6-21-91

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

One Encore CX Telephone System with 8 telephones
One Mita Copier
One Cannon Typewriter
One Suhitsu DEX 2400 FAX Machine
Office Furniture

0122428 00200

RECORD FEE 11.00

RECORD TAX 161.00

POSTAGE CK .50

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

~~Claudia C. Mroz~~

Type or Print Above Name on Above Line

✓ Gene Swanzey
(Signature of Debtor)

✓ GENE SWANZEY
Type or Print Above Signature on Above Line

Claudia C. Mroz
(Signature of Secured Party)

ConTel Credit Corporation

Type or Print Above Signature on Above Line

#486870 0777 R01 T09:04
02/20/89

11.00
161.00
.50

172.50

FOR OFFICE USE ONLY

Maturity date (if any):

538 PAGE 193

276417

Debtor(s) Name (Last Name, First) Complete Address

Scott B. & Carol J. MacLennan
433 Copley Road
Haddonfield, N.J. 08033

Secured Party(ies) and Complete Address

First Fidelity Bank, N.A.,
South Jersey
91 E. Main St.
Moorestown, N.J. 08057

Assignee(s) of Secured Party and Complete Address

FOR OFFICE USE ONLY

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

1988 Silverton - Length 34'6, Model #346
16,000 BTU Air Conditioner
Bimini Enclosure
W.S. Cover
VHF & Antenna
Digital Depth Finder
Synchronizer

Hull ID #STNC0066L889
Engine -- Serial #'s 79322LH & 70334RH

Any and all equipment on or in connection with the 1988 Silverton, together with all proceeds, accessions, replacements and rights of the undersigned under any manufacturer's warranties relating to the foregoing.

CK RECORD FEE 12.00
POSTAGE .50

#486880 0717 R01 T09105

When collateral is crops or fixtures complete this portion of form.
a. Description of real estate (Sufficient to identify the property).

02/20/89

b. Name and complete address of record owner.

a. Proceeds of Collateral are also covered.

b. Products of Collateral are also covered.

No. of additional sheets presented. ()

() Filed with Register of Deeds and Mortgages of
() Filed with the County Clerk of

County. (X) Secretary of State
County. Maryland

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee(s)

Scott B. MacLennan
Scott B. MacLennan

[Signature]
First Fidelity Bank, N.A., South Jersey
C. Theodore Kuber, Jr., Vice President

Carol J. MacLennan
Carol J. MacLennan

Approved by

176

Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments.

BOOK **538** PAGE **194** MARYLAND FINANCING STATEMENT

276418

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

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

1. DEBTOR: James E. Skelton t/a ~~Rose Rentals~~ Harbor High Reach
 225 (Name or Names)
 2025 N. Hammonds Ferry Road, Linthicum, MD 21090 (Address)

DEBTOR: _____
 (Name or Names)

 (Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
 (Name or Names)
 8019 Belair Road, Suite 2, Baltimore, MD 21236 (Address)

3. ASSIGNEE (if any)
 of SECURED PARTY: Harbor Federal Savings & Loan Assn.
 (Name or Names)
 P.O. Box 12309, Baltimore, MD 21281-2309 (Address)

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

Two - G.S.I. 20' Electric Aerial Lifts
 S/N's 86197 and 86198

RECORD FEE 12.00
 POSTAGE CK .50
 #436840 C777 R01 T09#02
 02/20/89

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): James E. Skelton t/a ~~Rose Rentals~~ Harbor High Reach
 By: James E. Skelton OWNER (Title)
 James E. Skelton (Type or print name of person signing)

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

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

Return To: SECURED PARTY

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.

Table with 2 columns: 1. DEBTOR(S) and Address(es): (last name first) and 2. SECURED PARTY. Includes names John F. Pilli & Sons, Inc. and THE ZAMOISKI CO.

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
#486730 CT77 R01 T08:57
GK 02/20/89

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:

John F. Pilli & Sons Inc.
John F. Pilli, Jr.
(Type Name)

THE ZAMOISKI CO.

By: [Signature] (SEAL)
John F. Pilli, President

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

By: _____ (SEAL) _____ 19 ____
(Date Signed by Debtor)

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

[Handwritten mark]

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.

STATE OF MARYLAND

BOOK 538 PAGE 197

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270479

RECORDED IN LIBER 519 FOLIO 480 ON 11-3-87 (DATE)

1. DEBTOR

Name Fisher, Ricky Doyal
Address 8391 Baltimore & Annapolis Blvd.
Pasadena, MD 21222

2. SECURED PARTY

Name AGRICREDIT ACCEPTANCE CORP.
Address P.O. BOX 10357
DES MOINES, IOWA 50306-9962

Person And Address To Whom Statement Is To Be Returned If Different From Above. RECORD FEE 10.00
POSTAGE .50

3. Maturity date of obligation (if any) #486750 0777 R01 108:58

02/20/89

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>
<p>40-19057-8705518 Anne Arundel</p>	

Dated February 8, 1989 Jennifer Bengel
(Signature of Secured Party)
Jennifer Bengel
Type or Print Above Name on Above Line

1530

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255992

RECORDED IN LIBER 483 FOLIO 550 ON April 1, 1985 (DATE), and assignment recorded in Liber 516 Folio 04 on August 13, 1987.

1. DEBTOR

Name South River Theatre Corporation
Address 5436 Harford Road, Baltimore, Maryland 21214

2. SECURED PARTY

Name Bank South, N.A., Assignee of S.U., Inc.

Address P.O. Box 4387 Atlant Georgia 30302

Hurst R. Hessey, Hessey & Hessey, 1311 Fidelity Building, Baltimore, Maryland

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

21201

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

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 type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>E. TERMINATION STATEMENT <input checked="" type="checkbox"/> 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.</p>	

RECORD FEE 10.00
POSTAGE .50
#49510 0777 R01 T08156
CK 02/20/89

Bank South, N.A.

Dated January 18, 1989

By: Charles L. Bartlett, J.P.
(Signature of Secured Party)

CHARLES L. BARTLETT - VICE PRESIDENT
Type or Print Above Name on Above Line

150

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

If transaction or transactions wholly or partially subject to 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 Gunther's Leasing Transport Inc
Address 7462 Railroad Avenue, Harmans, MD 21077

2. SECURED PARTY

Name Bell Atlantic-TriCon Leasing Corporation
Address 1800 JFK Blvd., 14th Floor Philadelphia, PA 19103

RECORD FEE 11.00

#486690-6777 R01 T08:54

CK 02/20/89

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) #42880

See Attached Schedule "A"

Name and address of Assignee

"EQUIPMENT LEASE DOES NOT CREATE A SECURITY INTEREST"

XXX Proceeds C

CHECK THE LINES WHICH APPLY

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gunther's Leasing Transport Inc

(Signature of Debtor)

Mark Gunther - President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bell Atlantic-TriCon Leasing Corporation

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION,
 and Gunther's Leasing Transport Inc
 Dated January 17, 1989

MAI Basic Four Inc
 14101 Myford Road
 Tustin, CA 92680

- 1 - System 3000 Consisting of:
 1 - MAI 3000 CCA C/O: 120MB Fixed Disk
 1 - Memory Board, 4MB RAM, 3000/4000
 1 - Controller, 8-Way, 2500/3000/4000
 1 - Uninterruptible Power Supply
 1 - Tape Package, Internal 60MB MCS
 3 - Terminals, DT-4314 U.S. English
 2 - PTR, PT-4222 400CPS Matrix, Dual
 1 - Modem, Fixed 2400S (EXT SYNC/ASYNC)
 4 - Media, MCS Tape (450 Ft.) for Software
 5 - MCS Tape (600 Ft.), Qty. 1-9
 1 - BOSS/IX 7.4B MAI 3000
 1 - Tech SVC-3000 Installation
 8 - Terminal, DT-4313 U.S. English

Marathon Business
 Systems, Inc.
 300 Kenhorst Blvd.
 Reading, PA 19607

Marathon Software System

PAGE 1 OF 1

X 
 INITIAL

STATE OF MARYLAND

FINANCING STATEMENT FORM UC-338 PAGE 201

Identifying File No. 276421

1521.00

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

If transaction or transactions wholly or partially subject to 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 INTERACTIVE FINANCIAL SERVICES, INC.

Address 7484 CANDLEWOOD ROAD, HANOVER, MD 21076

2. SECURED PARTY

Name NYNEX CREDIT COMPANY

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)

SEE ATTACHED SCHEDULE A AS MORE CLEARLY DEFINED IN LEASE SALE AGREEMENT #21883225. DATED 11/7/88. THIS IS A LEASE SALE AGREEMENT AND FILED FOR INFORMATIONAL PURPOSES ONLY.

Name and address of Assessor RECORD FEE 21.00 POSTAGE .50 #486650 CTTT R01 T08:52 CK 02/20/89

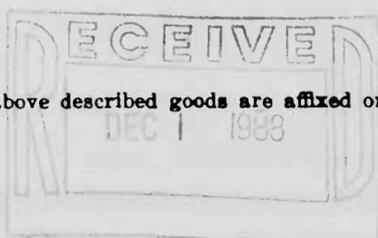
CHECK THE LINES WHICH APPLY

1989 JAN -3 A 9:48

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

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

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



Debtors (Type or Print Name of Debtor)

INTERACTIVE FINANCIAL SERVICES, INC.

PAUL J. MILLEY

Type or Print Above Name on Above Line

Signature of Debtor (Handwritten signature of Paul J. Milley)

Signature of Secured Party (Handwritten signature of Carolyn Lopez)

(Signature of Secured Party)

NYNEX CREDIT COMPANY CAROLYN LOPEZ

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

2/5/89

SCHEDULE A

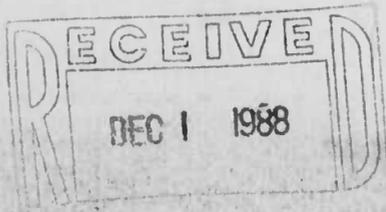
BOOK 538 PAGE 202

SCHEDULE FORMING PART OF LEASE BETWEEN NYNEX CREDIT COMPANY, LESSOR,

AND I.F.S., Inc. - 7484 Candlewood Road, Hanover, MD 21076, LESSEE.
DATE: _____ LEASE NUMBER: _____

DESCRIPTION OF EQUIPMENT:	QUANTITY
MDC NETWORK COMPONENTS	1
386AE DISKLESS SERVER W/4MB RAM	1
** BACK-UP 386AE DISKLESS SERVER	1
NDS4/183 DISK SUBSYSTEM	2
** BACK-UP NDS4/183 SUBSYSTEM	0
183 MEG NAD ADD-ON	2
183 MEG NADC ADD-ON	2
DCB 37 PIN 2ND BOARD	1
** BACK-UP DCB 37 PIN 2ND BOARD	1
37-50 PIN SCSI INTERFACE CABLE	2
50-50 PIN SCSI INTERFACE CABLE	0
SFT NETWARE 2.1 OS 2/DCB	1
** BACK-UP SFT NETWARE 2.1 OS W/	0
NE 1000--ETHERNET NICS (8 BIT)	20
** BACK-UP NE-1000 ETHERNET CARD	2
ETHERNET TERMINATOR KIT	5
PCOX/BR-X.25 MP SOFTWARE	1
PCOX/BR-X.25 NIC	1
WNIM BOARDS	1
NETWARE ASYNC REMOTE BRIDGE	1
NETWARE X.25 EXTENDED GATEWAY	1
3C503 CARD	2
OS/2 REDIRECTOR SOFTWARE	1
CUSTOMER SERVICE PC REQUIREMENT	2
CALC ENGINE	2
EDIT ENGINE	1
3COM MICRO CHANNEL ETHERNET	5

THIS SCHEDULE SHALL HEREAFTER FORM PART OF THE AFOREMENTIONED LEASE.



LESSEE SIGNATURE

Signature X _____
(MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)
Print Name _____ Title _____ Date _____
For _____ Legal Name of Corporation or Partnership

ACCEPTED BY LESSOR

Signature X _____ Title _____ Date _____
For _____ Legal Name of Corporation or Partnership

03732 10/14/87

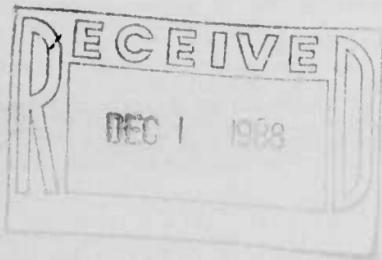
SCHEDULE FORMING PART OF LEASE BETWEEN NYNEX CREDIT COMPANY, LESSOR,

AND I.F.S., Inc. - 7484 Candlewood Road, Hanover, MD 21076 LESSEE.

DATE: _____ LEASE NUMBER: _____

DESCRIPTION OF EQUIPMENT:	QUANTITY
IBM OS/2 FOR PS/2 MOD 70-E121	2
GENERAL PC REQUIRMENT	0
DATA CONTROL PC REQUIREMENT	2
PRINT WORKSTATION	1
BRIDGES	5
U.S. ROBOTICS 9600 BPS MODEM	1
EMERALD TAPE B/U SYSTEM	1
CGA COLOR MONITOR FOR TOSHIBA	1
40 MEG HARD DRIVE FOR B/U SERVE	1
MICROSOFT DOS FOR EVEREX	8
UNINTERRUPTIBLE POWER SOURCE	3
TOSHIBA ETHERNET BOARDS	1
TAPE DRIVE	1

THIS SCHEDULE SHALL HEREAFTER FORM PART OF THE AFOREMENTIONED LEASE.



LESSEE SIGNATURE

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

Print Name _____ Title _____ Date _____

For _____ Legal Name of Corporation or Partnership

ACCEPTED BY LESSOR

Signature X _____ Title _____ Date _____

For _____ Legal Name of Corporation or Partnership

03732 10/14/87

LEASE AGREEMENT

LESSEE INFORMATION

Full Legal Name Interactive Financial Svcs., Inc DBA Name (If Any) _____
 Billing Address 1600 Parkwood Circle, Suite 650 Phone # 04-952-4721
 City Atlanta, County _____ State GA Zip 30339 Send Invoice to Attention of _____

EQUIPMENT INFORMATION

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

QUANTITY	MODEL NO	EQUIPMENT DESCRIPTION (ATTACH SCHEDULE IF NECESSARY)
		<u>See Attached Schedule A's</u>

NUMBER & AMOUNT OF LEASE PAYMENTS

NUMBER OF LEASE PAYMENTS	LEASE PAYMENT	SALES TAX	TOTAL LEASE PAYMENT
60			
<u>Mar.-Aug.</u>	<u>109,279.81</u>	<u>4744.91</u>	<u>114,024.72</u>
<u>Sept.-Feb.</u>	<u>73,202.45</u>	<u>3178.43</u>	<u>76,380.88</u>

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

FIRST PAYMENT AMOUNT

SECURITY DEPOSIT	FIRST PERIOD PAYMENT	OTHER	TOTAL PAYMENT ENCLOSED
\$ _____	\$ <u>76,380.88</u>	\$ _____	\$ <u>76,380.88</u>

*Make check payable to NYNEX Credit Company

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 INCLUDED BY REFERENCE) AND BECOME PART OF THIS LEASE. THE LESSEE ALSO ACKNOWLEDGES HAVING READ AND AGREED TO ALL THE TERMS AND CONDITIONS, AND UNDERSTANDS THAT THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM SHOWN ABOVE.

Signature X Paul J. Milley Date 10/24/88
 (LEASE MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)
 Print Name PAUL J. MILLEY Title V.P. & CFO
 For Interactive Financial Services, Inc. Legal Name of Corporation or Partnership
 LEASE SHALL NOT BE BINDING UPON LESSOR OR BECOME EFFECTIVE UNTIL AND UNLESS LESSOR EXECUTES THE LEASE.

ACCEPTED BY LESSOR

Signature X Keith A. Murg Title Pres. Date 11-7-88
 For NYNEX Credit Company Legal Name of Corporation or Partnership

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 DEMAND OF ANY KIND TO WHICH THE UNDERSIGNED MAY BE ENTITLED. THE UNDERSIGNED CONSENTS TO ANY EXTENSIONS OR MODIFICATION 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 _____ Title _____ Date _____
 For _____ Legal Name of Corporation or Partnership

TERMS AND CONDITIONS OF LEASE SALE AGREEMENT

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 shall 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 by increasing 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 on the Credit Application 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 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, EM-

SHADED BLOCK FOR OFFICE USE ONLY

Lease Commencement Date 11/7/88 Lease Number 21883225

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 shall 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 shall have the same rights and remedies that Lessor now has but the assignee shall have none of Lessor's obligations to Lessee 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 the lease term, 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 being subject to this Lease and 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 shall 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 that 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 out of, connected with, or resulting from the use of the Equipment or the Lease, including without limitation the manufacture, selection, delivery, possession, use, operation or return of the Equipment and to indemnify and hold Lessor harmless from and against any loss or damage arising from the loss, disallowance or capture 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:

- Lessee fails to pay any Lease Payment or other sum when due;
- Lessee breaches any of its warranties or other obligations under this Lease, or any other agreement with Lessor; or
- Lessee or guarantor dies or (if a business entity) liquidates or dissolves itself or is adjudicated 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:

- 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 may 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 rental 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 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. Lessor's recovery shall in no event exceed the maximum recovery permitted by law.

14. **TAXES.** As part of the Lease Payment or as billed by Lessor, 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. 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 14 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. Lessee represents and warrants to Lessor that Lessee has complete and unrestricted power to enter into this Lease; that the persons executing this Lease have been duly authorized to execute the same on behalf of Lessee and that all information supplied to Lessor by Lessee is true and correct.

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.

276422

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) Atlantic Coastal 3019 Mountain Road Pasadena, MD 21122	2. Secured Party(ies) and address(es) River Place Leasing 300 River Place Ste 5250 Detroit, MI 48207	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE <i>CK</i> .50 #486640 0777 R01 T09:51 5. Assignee(s) of Secured Party and Address(es) 02/20/89 River Place Financial 300 River Place Ste 5250 Detroit, Mi 48207
4. This financing statement covers the following types (or items) of property: 1 CD2411A with air MORE PARTICULARLY DESCRIBED IN EQUIPMENT LEASE # 880424 DATED 11/15/88 BETWEEN RIVER PLACE LEASING, LESSOR & ATLANTIC COASTAL, LESSEE "Subject to Total Recordation Tax"		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.
 Filed with: Anne Arundl County
 Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Atlantic Coastal
 By: *[Signature]*
 Signature of Debtor(s)
 Attorney in Fact

River Place Leasing
 By: *[Signature]*
 Signature of Secured Party(ies)
 Lawrence M. Zaks, Credit Manager

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

276423

BOOK 538 PAGE 207

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)
DAVE'S BOAT TRAILER SALES, INC.
434 CRAIN HIGHWAY
GLEN BURNIE, MD 21061

Tax ID# 521353076

2. Secured Party(ies) and address(es)
AT&T CREDIT CORPORATION
P O BOX 88178
SEATTLE, WA. 98138

3. Maturity date (if any)

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

RECORD FEE 11.00
POSTAGE .50
#296340 C777 R03 T14:09
02/21/09

4. This financing statement covers the following types (or items) of property.
All of the Debtor's present and hereafter acquired inventory, machinery, equipment, all goods, merchandise or other personal property held by the Debtor for sale or lease, and all furniture and fixtures, accounts receivable, contract rights, chattel paper, instruments and documents, all attachments, accessories and additions to the foregoing, substitutions and replacements thereto, and all right, title and interest of the Debtor therein and thereto, and all proceeds and products of any of the foregoing including, without limitation, insurance proceeds.

"Inventory not subject to recordation tax"

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

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

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

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

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

Filed with:
COUNTY CLERK OF CIRCUIT COURT
ANNAPOLIS, MD 21401

By: DAVE'S BOAT TRAILER SALES, INC.
[Signature]
Signature(s) of Debtor(s)

By: AT&T CREDIT CORPORATION
[Signature] ACCY. MGR.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 261357 recorded in
Liber 496, Folio 666 on April 15, 1986 (Date).

1. DEBTOR(S):
 Name(s) Gary G. Pyles
 Address(es) 2661 Riva Rd., Suite 420, Annapolis, Maryland 21401

2. SECURED PARTY:
 Name Home Federal Savings Bank
 Address 122-128 W. Washington St., Hagerstown, MD 21741-1179

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

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

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

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

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

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

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE... 10.00
POSTAGE .50
#296390 0777 03 114:37
02/21/89



9. SIGNATURES.

SECURED PARTY

HOME FEDERAL SAVINGS BANK
By Thomas B. Frame
Thomas B. Frame, Vice President
(Type, Name and Title)

DEBTOR(S)

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

1050

Return to:
Gary G. Pyles
2661 Riva Rd, #420
Annapolis, Md. 21401

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): American Urethane, Inc. Address(es): 1320 Defense Highway
Gambrills, Maryland 21054

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):

RECORD FEE 11.00
POSTAGE .50
#388750 C237 R02 T11:09
02/22/89



Debtor: American Urethane, Inc.

Secured Party: Maryland National Bank

By: Jude Masters, Pres (Seal)
Type name and title, if any
Jude Masters, President

By: Pamela Mitsos Fertitta (Seal)

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

Pamela Mitsos Fertitta, Assistant Vice
Type name and title President

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

276430

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County, Maryland
- 3. Not subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$ 635,000.00 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):
 Michael J. Martini 5916A Deale-Churchton Road
 Marie D. Martini Deale, Maryland 20751

RECORD FEE 22.00
 POSTAGE .50
 #296860 C777 R03 T14:40
 02/22/89

6. Secured Party: Address: Real Estate and Mortgage Division Industries Group
 MARYLAND NATIONAL BANK 10 Light Street
 Attention: Dennis R. Glasgow ~~5th Floor~~ 18th Floor
 Vice President Baltimore, Maryland 21202

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated February 13, 19 89 from Debtor(s) to Margaret D. Kirmil and Constance M. Creamer, 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):
Michael J. Martini (SEAL)
 Michael J. Martini
Marie D. Martini (SEAL)
 Marie D. Martini

Secured Party:
 MARYLAND NATIONAL BANK
 By: Dennis R. Glasgow (SEAL)
 Dennis R. Glasgow
 Vice President
Dennis R. Glasgow, 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.

28.5

Exhibit A

ADDENDUM "A"

ALL THAT lot or parcel of land situate, lyinn and being in the 7th Assessment District of Anne Arundel County, Maryland, and being described as follows:

PARCEL NUMBER ONE: BEGINNING for the same at an iron pipe now set in the ground, about North 55-1/2 deg. East 450 feet from a stake heretofore set in the southwestern corner of the land of John R. Bias, near the water line of Rock Hole Creek, and running from said point of beginning, North 19 deg. 45' East 139.05 feet to an iron pipe, thence North 70 deg. 15' West 405.04 feet to Rock Hole Creek, thence bounding on said creek, South 30 deg. 43' West 75.00 feet, thence South 9 deg. 32' East 75.00 feet to an iron pipe, and thence leaving said creek, South 70 deg. 15' East 383 feet to the place of beginning, containing approximately 1.30 acres of land, together with a right of way 14 feet wide, in common with others, running over the land of John R. Bias to the highway, the center of the said right of way beginning at a point in the first line of the lot above described, at the distance of 93 feet from the beginning of said line and running South 68.50 deg. East.

PARCEL NUMBER TWO: BEGINNING for the same on the eastern side of Rock Hole Creek, at the end of the fourth line of the parcel of land containing approximately 1-3/10 acres, which was conveyed by John R. Bias and wife to Charles Y. Trigg and wife about August 1, 1934. and running from said point of beginning, leaving said creek and bounding on the fifth line of said parcel of land South 70 deg. 15' East, 383 feet to the western side of a right of way 18 feet wide, laid out for use in common with others and leading out to the highway, thence bounding on the western side of said right of way, South 19 deg. 45' West 50 feet, thence running parallel to the first line of this description North 70 deg. 15' West 303 feet to Rock Hole Creek, and thence bounding on said creek North 38 deg. 14' West, 94.34 feet to the place of beginning, containing 394/1000 of an acre of land, together with the use of said right of way, in common with others.

DESCRIPTION OF THE PROPERTY

The Property includes all of that real property situate, lying and being in the Seventh Assessment District of Anne Arundel County, Maryland and more particularly described as

BEGINNING FOR THE SAME at an iron rod with cap formed by the intersection of the northwesterly line of the lands of now or formerly Helen P. Brady as recorded in the Land Records of Anne Arundel County, Maryland, in Liber 3025, folio 528, with the northeasterly right-of-way line of a 15 foot right-of-way leading from Cabanna Boulevard to the property hereinafter described, said beginning point being coordinated on the Maryland State Plane Coordinate System as N346394.46E926652.91 taken from Anne Arundel County Monument number 387 and 387AZ, thence running, in the datum of said Maryland State Plane Coordinate System (1) northwestwardly along the northeasterly right-of-way line of a 15 foot right-of-way which transitions into a 10 foot wide right-of-way lying northerly of the lands of Roger R. Ramsey as recorded in the aforesaid Land Records in Liber 3053, folio 139, North 81 degrees 37 minutes 30 seconds East 210.62 feet to a point on the face of bulkhead at the high water line of Rockhold Creek, passing over an iron rod with cap set 3 feet reversely from the end of said course, thence running (2) northwardly meandering along said bulkhead line and also the high water line of said Rockhold Creek, the next eight courses, North 7 degrees 28 minutes 36 seconds West 82.53 feet to a point, thence running, (3) North 1 degree 01 minutes 32 seconds West 15.50 feet to a point, thence running (4) North 23 degrees 53 minutes 28 seconds East 35.45 feet to a point, thence running, (5) North 34 degrees 24 minutes 23 seconds East 59.10 feet to a point, thence running, (6) North 39 degrees 05 minutes 04 seconds East 58.58 feet to a point, thence running, (7) South 67 degrees 23 minutes 19 seconds East 10.53 feet to a point, thence running, (8) North 24 degrees 21 minutes 15 seconds East 15.60 feet to a point, thence running, (9) North 00 degrees 17 minutes 38 seconds West 16.35 feet to a point on the southerly line of the lands of now or formerly Michael J. Martini, thence running, (10) leaving said Rockhold Creek and running along the southerly line of said Martini, South 88 degrees 38 minutes 30 seconds East 234.60 feet to an iron pipe on the northwesterly line of the aforementioned Brady, thence running, (11) southwestwardly along the northwesterly line of said Brady South 22 degrees 47 minutes 30 seconds West 299.04 feet to the point and place of beginning, containing 1.52 acres of land.

TOGETHER with the use in common of that 15 foot right-of-way leading from the above described property to Maryland Route 256 as shown on a plat recorded in the aforesaid Land Records in Liber GTC958, folio 503.

The above described parcel of land is intended to be all of that land surveyed by Andrews, Miller & Assoc., Inc on or about May 20, 1982. The above described parcel of land is also intended to be all of that land which was conveyed by William D. Worrall and Winifred Ellen Worrall to William D. Worrall by deed dated August 6, 1980 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3342, folio 459.

All those parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING ALL of Parcels numbered Six (6) and Seven (7) as described in a deed dated March 14, 1976 and recorded among the Land Records Of Anne Arundel County, State of Maryland, in Liber 3025 at folio 528. The above described property being more particularly described and shown on a survey entitled "The Helen Brady etal, Property" Containing Five and one-half acres more or less, by J.R. McCrone, Jr., Inc., a registered Land Surveyor. Said Survey prepared on July 21, 1982.

BEING THE same ground which by deed dated March 14, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3025 at folio 528 was granted and conveyed by Helen Parks Brady, etal, to the here'n grantors.

BEGINNING for the same at an iron pipe found on the northwest side of Deale-Churchton Road and at the same beginning point as in Parcel Three of the conveyance from John Goettee, Trustee, to Harvey E. Gates, Jr., by deed dated April 24, 1968, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2169, folio 532, and running from said beginning point so fixed, leaving said Deale-Churchton Road, and with the North $70^{\circ} 25' 40''$ West 771.62 feet line of said Parcel Three as now found, North $70^{\circ} 25' 25''$ West 771.48 feet to an iron pipe found at the end of said line; said pipe being further located in the South $24^{\circ} 32'$ West 213.6 foot line of Parcel One of the above mentioned conveyance; thence with part of said line as now found, and leaving said Parcel Three, South $24^{\circ} 30' 56''$ West 163.44 feet to an iron pipe found at the end of the said South $24^{\circ} 32'$ West 213.6 foot line of said Parcel One; thence continuing with the outlines of said Parcel One as now found, North $82^{\circ} 30' 52''$ West 234.68 feet to a nail found on the side of an existing bulkhead located along the shoreline of Rockhold Creek; thence with the same, North $08^{\circ} 12' 2''$ East 179.52 feet, thence North $15^{\circ} 26' 01''$ East 119.94 feet and North $01^{\circ} 23' 19''$ East 19.28 feet to the end of the North $70^{\circ} 15'$ West 303 foot line of Parcel Two of the above mentioned conveyance; thence with said line as now found, reversely, and leaving said Rockhold Creek, South $70^{\circ} 19' 53''$ east 303.00 feet to an iron pipe found at the beginning of said line, said pipe being further located at the end of the North $24^{\circ} 32'$ East 101.85 foot line of said Parcel Three of the above mentioned conveyance; thence leaving said Parcel Two and running with the North $19^{\circ} 45'$ East 189.05 foot line and the North $19^{\circ} 45'$ East 110 foot line of said Parcel Three as now found, North $19^{\circ} 40' 07''$ East 298.76 feet to an iron pipe found at the end of the said North $19^{\circ} 45'$ East 110 foot line of said Parcel Three; thence continuing with the outlines of said Parcel Three as now found, South $63^{\circ} 29' 45''$ East 810.65 feet to an iron pipe found on the northwest side of Deale-Churchton Road; thence with the same, South $27^{\circ} 41' 14''$ West 305.49 feet to the place of beginning; Containing 8.147 acres, more or less, and as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in November, 1973.

The aforescribed property being subject to and having the use in common with others of the 2-18 foot rights of way as mentioned and described in the deed from John Goettee, Trustee, to Harvey E. Gates, Jr., and recorded in Liber 2169, folio 532.

STATE OF MARYLAND

FINANCING STATEMENT FORM UC 1 538 215 Identifying File No. 276431

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 February 21, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TECHTRON ASSOCIATES, INC
Address 2431 CROFTON LANE STE 5, CROFTON, MD 21114

2. SECURED PARTY

Name BAY NATIONAL BANK
Address 2661 RIVA ROAD, BLDG. 700, ANNAPOLIS, MD 21401

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

3. Maturity date of obligation (if any)

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

ALL INVENTORY, EQUIPMENT, ACCOUNTS AND OTHER RIGHTS TO PAYMENTS, AND GENERAL INTANGIBLES, NOW OWNED OR HEREAFTER ACQUIRED BY DEBTOR, AND ALL PROCEEDS (CASH OR NON-CASH) FROM SUCH INVENTORY, EQUIPMENT, ACCOUNTS AND OTHER RIGHTS TO PAYMENTS, AND GENERAL INTANGIBLES.

RECORD FEE 11.00
POSTAGE .50
#279170 0040 R04 T07:21
02/23/89

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)

TECHTRON ASSOCIATES, INC

BY: [Signature]
(Signature of Debtor)

HARRY E O'HAVER, PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BAY NATIONAL BANK

[Signature]
(Signature of Secured Party)

BAY NATIONAL BANK
PAUL R O'CONNELL VICE PRESIDENT
Type or Print Above Signature on Above Line

11.50

FINANCING STATEMENT

MARBLE DEPT 910,252.00
Not subject to recordation tax

1. Name of Debtor(s): Robert Sauls, 2nd
Address: 107 Wallace Manor Road
Edgewater, Maryland 21037

2. Name of Secured Party: The Annapolis Banking and Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

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

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

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:

11.00
73.50
84.50

RECORD FEE 11.00
RECORD TAX 73.50
#491590 0040 R01 T15:30
02/23/89



Debtor(s):

Secured Party:

Robert L. Sauls, 2nd

The Annapolis Banking and Trust Co.
(Type Name of Dealership)

[Handwritten signature of Robert L. Sauls]

By *John Paul Koehler, Vice President*
(Authorized Signature)

John Paul Koehler
(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.)

SCHEDULE A

<u>PART NUMBER</u>	<u>DESCRIPTION</u>
300E9210	Changer, 115V N-W-880-OPT
360-S	CHGR, 3 Tube 117 Vac Multi-Accessory
09378	CBA2 BILL ACCEPTOR 50680J1
R2747	HARNRSS, 18-Led-Bill-9 Pin Cash
DN368VFA	Dixie-Narco 388, Very Fine, W/BA 5111 , 2869 , 2846 ,
DN368VFX	Dixie-Narco 368 Very Fine 3047 , 2972 ,
AP66321XG	APC6600 Snack Vend 32-sel, I/C 27144
CA9300L	Coinco 9300 L Controller Mech,1 0589000298

John A. Kichler

R. J. [Signature]



FINANCING STATEMENT

TAXABLE DEBT: 12519.91
Not subject to recordation tax

R.M. JOE
1. Name of Debtor(s): MacSorey & Associates, Inc.
Address: 326 1st St., Suite 100B
Annapolis, Md. 21403

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

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

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

ALL EQUIPMENT AND FIXED ASSETS, NOW OR HEREAFTER CREATED

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

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

RECORD FEE 11.00
RECORD TAX 91.00
POSTAGE .50

#491600 0040 R01 T15#30

02/23/89



*11.00
91.00
.50

102.50*

Debtor(s):
JOE R.M.
..... MacSorey & Associates, Inc.

Richard P. Mander
.....
.....

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

By *John Paul Kocher, VICE PRESIDENT*
(Authorized Signature)

John Paul Kocher, 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.)

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at A.A. Cty
- 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): J. Warren Walker & Sons, Inc Address(es): 8210 Edwin Raynor Blvd. Pasadena, MD 21122

6. Secured Party: Maryland National Bank Address: Department: _____ **RECORD FEE 11.00**
 Post Office Box 987, Mailstop _____
 Attention: _____ Baltimore, Maryland 21203 **POSTAGE .50**
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.) **#493770 0040 R01 T14#17**

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: Patricia A. Walker, Secty-Treas
 By: Patricia A. Walker (Seal)
 Type name and title, if any
Secretary Treasurer (Seal)
 By: _____ (Seal)
 Type name and title, if any

Secured Party: Maryland National Bank
 By: C. Ann Abruzzo (Seal)
 C. Ann Abruzzo, AVP
 Type name and title

Handwritten initials "KW"

02/24/89
26

Schedule A

Power Washer SPD6-5000 33 H.P. Diesel s/n P1188-5021
1 single axle trailer w/tool box s/n 1L9FS1217J1041138

276435

BOOK 538 PAGE 221

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): ACTION-AD OF TIDEWATER, INC. 1209 Baker Road, Suite 403 Virginia Beach, VA 23455 James Reynolds, President	(2) Secured Party(ies) (Name(s) And Address(es): NISSAN MOTOR ACCEPTANCE CORPORATION 990 W. 190th Street Torrance, CA 90502 Attn: Rene Ramirez	
(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):	RECORD FEE 11.00 POSTAGE .50 For Filing Officer #493820 0040 R01 T14#21 02/24/89

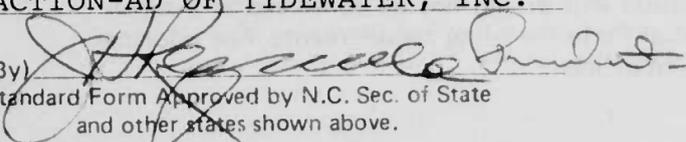
(5) This Financing Statement Covers the Following types [or items] of property.

See Exhibit A attached.

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

ACTION-AD OF TIDEWATER, INC.

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

(1) Filing Officer Copy - Numerical

115-

Secured Party(ies) [or Assignees]

NISSAN MOTOR ACCEPTANCE CORPORATION

(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

All new and used motor vehicles financed by Secured Party and owned by Debtor whether now or hereafter existing or acquired, whether or not inventory and whether or not in Debtor's possession including all attachments, accessories and accessions thereto, whether now or hereafter installed thereon, and all cash or non-cash proceeds thereof (hereinafter the "Property") all monies or credits relating to the Property due or to become due to debtor from, and all claims against, any manufacturer, dealer or distributor of the Property without limitation, all leases of the Property entered into by Debtor or W.N.D. Rent A Car, Inc., all rentals due or to become due under any lease of any item of the Property, all other rentals, proceeds of sale, exchange or other disposition of any item of the Property (whether or not such sale, exchange or other disposition is authorized under the Agreement between Debtor and Secured Party) and the proceeds of any insurance covering the Property or any part thereof and all accounts receivable, chattel paper, security agreements, instruments, contract rights, policies and certificates of insurance, manufacturer's certificates or statements of origin, or certificates of title or ownership relating to vehicles or bills of sale, receipts, journals, records, files, book and ledger sheets, documents and general intangibles now held or hereafter acquired by Debtor, including all monies and credits now due or to become due to Debtor from, and all claims against, manufacturers or distributors of inventory or other lending institutions, and the proceeds of all of the foregoing.

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):
W.N.D. RENT A CAR, INC.
1209 Baker Road, Suite 403
Virginia Beach, VA 23455

James Reynolds, President

(2) Secured Party(ies) (Name(s) And Address(es):
NISSAN MOTOR ACCEPTANCE CORPORATION
990 W. 190th Street
Torrance, CA 90502
Attn: Rene Ramirez

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

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

RECORD FEE 11.00

POSTAGE .50

For Filing Officer

#493830 C040 R01 T14121

02/24/89

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

See Exhibit A attached.



Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

W.N.D. RENT A CAR, INC.

(By)

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

(1) Filing Officer Copy - Numerical

11/50

Secured Party(ies) [or Assignees]

NISSAN MOTOR ACCEPTANCE CORPORATION

(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

All new and used motor vehicles financed by Secured Party and owned by Debtor whether now or hereafter existing or acquired, whether or not inventory and whether or not in Debtor's possession including all attachments, accessories and accessions thereto, whether now or hereafter installed thereon, and all cash or non-cash proceeds thereof (hereinafter the "Property") all monies or credits relating to the Property due or to become due to debtor from, and all claims against, any manufacturer, dealer or distributor of the Property without limitation, all leases of the Property entered into by Debtor or W.N.D. Rent A Car, Inc., all rentals due or to become due under any lease of any item of the Property, all other rentals, proceeds of sale, exchange or other disposition of any item of the Property (whether or not such sale, exchange or other disposition is authorized under the Agreement between Debtor and Secured Party) and the proceeds of any insurance covering the Property or any part thereof and all accounts receivable, chattel paper, security agreements, instruments, contract rights, policies and certificates of insurance, manufacturer's certificates or statements of origin, or certificates of title or ownership relating to vehicles or bills of sale, receipts, journals, records, files, book and ledger sheets, documents and general intangibles now held or hereafter acquired by Debtor, including all monies and credits now due or to become due to Debtor from, and all claims against, manufacturers or distributors of inventory or other lending institutions, and the proceeds of all of the foregoing.

TO BE RECORDED IN:

- Land Records of Anne Arundel County
- ✓ Financing Statements of Anne Arundel County
- State Department of Assessments and Taxation of Maryland

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493 Page No. 162
 Identification No. 259794 Dated 12/31/85

Properties, Inc.

1. Debtor(s) { McCormick Properties, Inc. (n/k/a Rouse-Teachers /
 Name or Names—Print or Type
 c/o The Rouse Company, Office of the General Counsel
 10275 Little Patuxent Parkway, Columbia, MD 21044
 Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
 Name or Names—Print or Type
 25 S. Charles St., Baltimore, MD 21202
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00

POSTAGE .50

#494130 0040 R01 T15733

02/24/89

<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 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>



LAWRENCE TITLE INSURANCE CORP.
 114 E. ALEXINGTON STREET
 THIRD FLOOR
 BALTIMORE, MARYLAND 21202

The following real property is deleted from the "Land," as described in the original financing statement:

Lots 6 and 7 and Reserved Parcel #4 for S.W.M., as shown and described on the Plat entitled, "International Trade Center, Plat Two of Four," which Plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 108, folio 44.

Dated: February 22, 1989 FIRST NATIONAL BANK OF MARYLAND
 Name of Secured Party

By: [Signature] VP
 Signature of Secured Party

Type or Print (Include Title if Company)

15.8

TO BE RECORDED IN:

Land Records of Anne Arundel County
State Department of Assessments and Taxation of Maryland
✓ Financing Statements of Anne Arundel County

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493 Page No. 168
Identification No. 269795 Dated 12/31/85

1. Debtor(s) { Anne Arundel County, Maryland
Name or Names—Print or Type Maryland 2140
Arundel Center, Calvert & Northwest Sts., Annapolis, /
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
25 S. Charles St., Baltimore, MD 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00

POSTAGE .50

#494150 0040 R01 T15:34

<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>

02/24/89



The following real property has been released from the operation and effect of the Second Deed of Trust described in the original financing statement:

Lots 6 and 7 and Reserved Parcel #4 for S.W.M., as shown and described on the Plat entitled, "International Trade Center, Plat Two of Four," which Plat is recorded among the Land Records of Anne Arundel County, Maryland, in PlatBook 108, folio 44.

LAWYERS TITLE INSURANCE CORP.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

Dated: February 22, 1989 FIRST NATIONAL BANK OF MARYLAND
Name of Secured Party

by: [Signature]
Signature of Secured Party

Type or Print (Include Title if Company)

15.8

Land Records of Anne Arundel County
✓ Financing Statements of Anne Arundel County
State Department of Assessments and Taxation of Maryland

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493

Page No. 170

Identification No. 259796

Dated 12/31/85

Properties, Inc.

1. Debtor(s) { McCormick Properties, Inc. (n/k/a Rouse-Teachers /
Name or Names—Print or Type
c/o The Rouse Company, Office of the General Counsel
10275 Little Patuxent Parkway, Columbia, MD 21044
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
25 S. Charles St., Baltimore, MD 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: 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>

LAWYERS TITLE INSURANCE CORP
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

The following real property is deleted from the "Land," as described in the original financing statement:

Lots 6 and 7 and Reserved Parcel #4 for S.W.M., as shown and described on the Plat entitled, "International Trade Center, Plat Two of Four," which Plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 108, folio 44.

RECORD FEE 10.00

POSTAGE .50

RECORDED 0040 R01 T15:34

02/24/89



Dated: February 22, 1989

FIRST NATIONAL BANK OF MARYLAND
Name of Secured Party

By: [Signature] VP
Signature of Secured Party

Type or Print (Include Title if Company)

1052

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

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

United Propane, Inc.
205 Najoles Road
Millersville, MD 21108
(Ann Arundel County)

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

Chemi-Trol Chemical Co.
2776 C.R. 69 Route #1
Gibsonburg, Ohio 43431
(Sandusky County)

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 Storage Tanks:

5-1000 Gal.: 327663, 327664, 327666, 327668, and 327669.

Book 486 page 65

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

NOTE NO. 959

11.50 RECORD FEE 12.00

POSTAGE .50

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

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

Filed with: **County Recorder**
#494610 C777 R01 T10:36

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 02/25/89

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.

Date Jan 31 19 89

By: *[Signature]*
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

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)

(3) Filing Officer Copy-Acknowledgement

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276433

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

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

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

This financing statement Dated November 28, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Homewood Hospital Center

Address 3100 Wyman Park Drive, Baltimore, MD 21211

2. SECURED PARTY

Name GE Medical Systems

Address 7455T New Ridge Road, Hanover, MD 21076

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

3. Maturity date of obligation (if any)

RECORD FEE 11.00

#494420 0777 R01 T10:32

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

02/25/89

1 - GE RT3600 Ultrasound System and related equipment per GE Leaseline Lease dated November 28, 1988

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)

Homewood Hospital Center

Sandy Allen Dir. Matls Mgmt.
(Signature of Debtor)

SANDY ALLEN, DIRECTOR MATLS. MGMT.

Type or Print Above Name on Above Line

Yolanda Woods
(Signature of Debtor)

YOLANDA WOODS

Type or Print Above Signature on Above Line

GE Medical Systems

Kennedy J. Collins
(Signature of Secured Party)

Type or Print Above Signature on Above Line

110

- Not subject to recordation tax
- Subject to recordation tax in the amount of \$ _____
- To be recorded in Land Records
- To be recorded in Chattel/Financing Records.
- To be recorded in Dept. of Assessment & Taxation

FINANCING STATEMENT

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

1. DEBTOR: Scalley's Grill, Inc.
 (Name or Names - Last Name First)
Bay Bridge Market Place, Store D,
591 Reville Highway, Annapolis, Maryland 21401
 (Address)

2. SECURED PARTY: **MADISON BANK OF MARYLAND**
 8677 Georgia Avenue
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property in which Debtor grants a security interest to the Secured Party (check the lines which apply):

Equipment. The Debtor's equipment of the following Description:

RECORD FEE 11.00
 POSTAGE .50

#494640 0777 R01 T10:33
 02/25/89

and all increases, substitutions, replacements, additions and accessions thereto, and all proceeds of the foregoing of every type.

Inventory. 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.

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

Furniture, Fixtures, Equipment and Supplies. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds, and insurance proceeds.

Other.

See Exhibit "A" ~~XXXXXXXXXXXXXXXXXXXX~~

- 4. Proceeds of collateral are covered hereunder: YES NO
- 5. Products of collateral are covered hereunder: YES NO
- 6. Filed with: Anne Arundel County

7. RETURN TO: **MADISON BANK OF MARYLAND**

Dated this 26th day of January, 1989.

DEBTOR: Scalley's Grill, Inc.

SECURED PARTY:

BY: *T. J. Scalley*
 (Name)
Thomas J. Scalley
President
 (Title)

MADISON BANK OF MARYLAND
 BY: *Dorothy S. McClay*
 (Name)
Dorothy S. McClay
Vice President
 (Title)

1/26

Exhibit "A"
(Collateral)

[Check the appropriate boxes or describe items of Collateral, and any prior liens, etc., and the amounts due thereon. If items are crops or goods affixed or to be affixed to real estate, describe the real estate and state the name and address of the owner of record of such real estate.]

Equipment Collateral. The Maker's equipment of the following Description:

and all increases, substitutions, replacements, additions and accessions thereto, and all proceeds of the foregoing of every type (collectively, "Equipment").

Inventory Collateral. All of the Maker's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Maker 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 Maker'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 (collectively, "Inventory").

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

Furniture, Fixtures, Equipment and Supplies Collateral. All of the Maker's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Maker's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds, and insurance proceeds (collectively, "Furniture and Fixtures").

(Check if appropriate):

further description of collateral:

~~See Exhibit XXIX attached~~

description of additional collateral:

Leasehold Improvements and Landlord's Waiver of Scalley's Grill, Inc., Bay Bridge Market Place, Store D, 591 Revelle Highway, Annapolis, Maryland, 21401

Said Collateral also includes, but is not limited to, (a) all property, goods and chattels of the same classes as those referenced above, acquired by the Maker subsequent to the execution of the foregoing document and prior to its termination; (b) all cash and non-cash proceeds (including insurance proceeds) thereof, if any; and (c) all increases, substitutions, replacements, additions and accessions thereto.

276410

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name ~~Sogelease Corporation~~ SOCIETE GENERALE FINANCIAL CORP
Address 50 Rockefeller Plaza
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)

To secure assignment to Sogelease Corporation of certain lease payments under certain True Lease Assignment dated October 21, 1988 Schedule # 01, dated 10/21/88 between Assignor as Lessor and LEASE ACCOUNT # 891018 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 November 9, 1988 between Assignor and Assignee:

(3) Three Multi-Wire Flatteners, S/N 790753-T, S/N 790752-T, S/N 790751-T

CHECK 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) #424730 1777 R01 T10437
02/25/89

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

TransFinancial Leasing Corp.
Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

1964
Sogelease Corporation

IKR Adams
(Signature of Secured Party)

IKR ADAMS
Type or Print Above Name on Above Line

11.50

Filed in Anne Arundel County

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 492 Page No. 213
Identification No. 259440 Dated Sept. 17, 1985

1. Debtor(s) { United Propane, Inc.
Name or Names—Print or Type
205 Najoles Road, Millersville, Maryland 21108
Address—Street No., City - County State Zip Code

2. Secured Party { The Harbor Bank of Maryland
Name or Names—Print or Type
21 West Fayette Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement: _____

RECORD FEE 10.00

POSTAGE .50

#494750 0777 R01 T10-38

02/25/89

<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>



Please Return To: The Harbor Bank
21 W. Fayette St.
Balto. Md. 21201

Dated: February 15, 1989

The Harbor Bank of Maryland

Name of Secured Party

Louise H. Evans
Signature of Secured Party

Louise H. Evans, Loan Porcessor
Type or Print (Include Title if Company)

1/5/89

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 2/3/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MICHAEL HILL T/A M&H LANDSCAPING

Address 18507 CENTRAL AVE MITCHELLVILLE, MD 20716

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.

Address 41 DEFENSE HWY

ANNAPOLIS, MD 21401

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

3. Maturity date of obligation (if any)

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

- 1 NEW KUBOTA TRACTOR MN# F2000 SN# 12725
1 NEW KUBOTA MOWER MN# RC72-F24 SN# 20056

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

KUBOTA CONTRACT # 13400-816565

RECORD FEE 12.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

#494770 0777 R01 T10:39

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

02/25/89

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

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

Signature of Debtor

MICHAEL HILL T/A M&H LANDSCAPING
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

Handwritten initials



410
1050

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269519

RECORDED IN LIBER 517 FOLIO 240 ON Sept. 3, 1987 (DATE)

1. DEBTOR

Name Global Consulting Inc.

Address 13-J Aquahart Road Glen Burnie, MD 21061

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION

Address 1900 SULPHUR SPRING ROAD

BALTIMORE MARYLAND 21227

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

PLEASE AMEND SECURED PARTY NAME TO READ: RECORD FEE 10.00

TRANSAMERICA COMMERCIAL FINANCE CORPORATION POSTAGE .50

Please amend Secured Party's address to read: #494800 0777 R01 T10:40

5740 Executive Drive 07/25/89

P.O. Box 3296

Baltimore, MD 21228 (M)

The name of Borg Warner Acceptance Corporation has been changed to Transamerica Commercial Finance Corporation

Dated July 9 1988

(Signature of Secured Party)

X Wayne Hamby
SIGNATURE OF DEBTOR

D.R. Williams, Jr. Branch Operations Manager
Type or Print Above Name and Title

1050

PLEASE SIGN AND DATE

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265498

RECORDED IN LIBER 506 FOLIO 565 ON January 5, 1987 (DATE)

1. DEBTOR

Name Fitforu, Inc. t/a Fitness Concepts

Address 564-H Governor Ritchie Highway Severna Park, MD 21146

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION

Address 1900 SULPHUR SPRING ROAD

BALTIMORE MARYLAND 21227

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

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

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

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

PLEASE AMEND SECURED PARTY NAME TO READ:

TRANSAMERICA COMMERCIAL FINANCE CORPORATION

The name of Borg Warner Acceptance Corporation has been changed to Transamerica Commercial Finance Corporation

Please amend Secured Party's address to read: 5740 Executive Dr. P.O. Box 3296 Baltimore, MD 21228

RECORD FEE 10.00
POSTAGE .50

#494810 DT77 R01 T10:40

02/25/89



Date 7/10/88

X John Warner SIGNATURE OF DEBTOR PLEASE SIGN AND DATE

(Signature of Secured Party)

D.R. Williams, Jr. Branch Operations Manager

10.5

STATE OF MARYLAND

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258253

RECORDED IN LIBER 489 FOLIO 163 ON 9/3/85 (DATE)

1. DEBTOR

Name R&D Equipment Sales, Inc.

Address 510 Ridge Road, Annapolis, Maryland 21041

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc. F/K/A Credit Alliance Corporation and/or Leasing Service Corporation

Address P.O. Box 1680, Glen Burnie, Maryland 21061

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) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</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>

Partial Release only of the following: All goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture and fixtures, except the following:
One (1) Used JLG 15 Ton Crane, 8700-198 on GMC, Year-1978
S/N TJ1908U583123

RECORD FEE 10.00

POSTAGE .50

#495550 5777 R01 T11#31

02/25/89



First Interstate Credit Alliance, Inc. F/K/A
Credit Alliance Corporation and/or Leasing
Service Corporation

Dated February 14, 1989

(Signature of Secured Party)

Larry F. Kimmel, Vice President
Type or Print Above Name on Above Line

153

STATE OF MARYLAND

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273844

RECORDED IN LIBER 489 FOLIO 529 ON 7/19/88 (DATE)

1. DEBTOR

Name R&D Equipment Sales, Inc.

Address 510 Ridge Road Annapolis, Maryland 21041

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 1680, 500 DiGiulian Blvd, Glen Burnie, MD. 21061

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) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</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>Partial Release only of the following: All goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture and fixtures, except the following: One (1) Champion Electric Material Hoist Model MHT-50-40E S/N 679386-Y979 One (1) Champion Material Personnel Hoist, Model US-60-1R S/N 1280885-12/80</p>	

RECORD FEE 10.00
POSTAGE .50
#493560 0777 R01 T11#31
02/25/89



First Interstate Credit Alliance, Inc.

Dated February 14, 1989

[Signature]
(Signature of Secured Party)

Larry F. Kimmel, Vice President
Type or Print Above Name on Above Line

1030

BOOK 538 PAGE 239

276412

FINANCING STATEMENT

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

Check below if goods are or are to become fixtures.

TO BE RECORDED IN THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MD
~~LAND RECORDS~~

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No. Street City State

Troutman and Company

6045 Wilson Boulevard, Suite 301, Arlington, VA 22205

Name of Secured Party or assignee

No. Street City State

FIRST WOMEN'S BANK OF MARYLAND 1800 ROCKVILLE PIKE ROCKVILLE MARYLAND 20852

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

The collateral is described on Exhibit A attached hereto. The real estate in which the collateral is located is described in Exhibit B attached hereto. The record owner of the real estate is Debtor.

RECORD FEE 13.00
POSTAGE .50
#390900 C237 R02 T14:28
02/27/89



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

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

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

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

TROUTMAN AND COMPANY _____ (Seal)

(Corporate, Trade or Firm Name)

By: Robert B. Troutman
Robert B. Troutman, President

Signature of Secured Party or Assignee

(Type or print name under signature)

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

1303

EXHIBIT A

This Financing Statement covers the following types of property:

A. All of Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used in connection with any present or future operation of the Land or the Improvements, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantels, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be erected in or upon the Land; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Land in any manner; all except for any right, title or interest therein held by any tenant under a lease or any property owned by a general contractor; and

B. All of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

C. All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, and awards or payments as a result of the exercise of eminent domain or alteration of the grade of any street; and

D. All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral arising from the operation of the premises hereinafter described.

The aforesaid items are included as security in a certain Deed of Trust and Security Agreement and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by Debtor to Secured Party in the amount of \$415,000.00. All capitalized terms used herein shall have the same meaning as in such Deed of Trust and Security Agreement, unless otherwise defined herein.

The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to or are used in connection with, or will affect, be affixed or be appurtenant to or are used in connection with, property of which the Debtor is the owner of a fee simple estate, as more fully described in EXHIBIT B attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement hereinabove referenced, together with the Improvements thereon erected.

EXHIBIT B

All that Land situate in Anne Arundel County, Maryland and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Number 18, Section C, in a Subdivision known as "BELVOIR", as shown on the plat recorded among the Land Records of Anne Arundel County, State of Maryland in Plat Book 103, pages 27 through 29.

FINANCING STATEMENT

276443

BOOK 538 PAGE 242

- 1. _____ To Be Recorded in the Land Records.
- 2. _____ To Be Recorded among the Financing Statement Record.
- 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 Clerk of the Circuit Court of _____.

Handwritten initials and marks on the left margin.

- 5. Debtor(s) Name(s) Address
OAK GROVE LANDING, INC. 2840 Solomons Island Road
Edgewater, MD 21037
- 6. Secured Party Address
John T. Christo 2348 Solomons Island Road
Martha E. Christo Edgewater, MD 21037

7. This Financing Statement covers and Debtor hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

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

RECORD FEE 77.00
POSTAGE .50

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

#391290 C055 R02 16:13

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

02/27/89

D. General Intangibles. All of the general intangibles of Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), alcoholic beverage license both now owned and

Handwritten initials and marks on the left margin.

hereafter acquired, together with all cash and non-cash proceeds and products thereof. The Debtor shall not transfer, assign, sell, or encumber said alcoholic beverage license without the express written consent of creditors.

E. Chattel Paper. All of the chattel paper of 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 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 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.

H. Other. All of the property of 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 upon the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:
OAK GROVE LANDING, INC.
BY: B. G. Dezes
President - Basil G. Dezes

SECURED PARTY:
John T. Christo
John T. Christo
Martha E. Christo
Martha E. Christo

Address where Collateral will be located:
2840 Solomons Island Road
Edgewater, Maryland 21037

Handwritten notes:
2/11/80
1/22/80

SCHEDULE A

BOOK 538 PAGE 244

LIST OF PERSONAL PROPERTY

SOLD TO OAK GROVE LANDING, INC.

BY JOHN T. CHRISTO & MARTHA E. CHRISTO

DATE: February 16, 1989

JP
mer
JTC

| | | |

ENTRANCE FOYER -

2 - LARGE FRAMED PRINTS (glass) (Botanical)

LIBER - 493 PAGE 506

~~1 - ARTISTIC FRAME BAMBOO BENCH~~

1 - CHANDELIER (Mod. Antique)

RECEPTION ROOM -

2 - LARGE FRAMED PRINTS (glass)

2 - HIGH BACK UPHOLSTERED CHAIRS

1 - HOSTESS TABLE (Skirted)

1 - ARTISTIC FRAME SIDE CHAIR

~~1 - ANTIQUE BRANDY BOARD 52 1/4" x 19" (Tradition House)~~

1 - ORIENTAL TABLE LAMP w/SHADE

CLOAK ROOM -

1 - FILE CABINET w/LOCK SAFE

- HANGERS & SHELVES (Coat & Hat)

[rrw/jr]

LOUNGE -

BOOK 4003 PAGE

7

BOOK 538 PAGE 247

- 3 - PLASTER WALL SCONCES
- 2 - BRASS WALL SCONCES
- 3 - LARGE FRAMED PRINTS (glass)
- 1 - BEVELED MIRROR 46" x 75"
- 7 - COCKTAIL TABLES 24" x 24"
- 15 - CHAIRS w/ UPHOLSTERED CUSHIONS
- 3 - BANQUETTES - 2 corners / 1 straight
- 3 - CARPETED LOUNGE BOOTHS
- 2 - CEILING PADDLE FANS
- 6 - LOW ROUND COCKTAIL TABLES 24"
- 18 - UPHOLSTERED ARM CHAIRS (Captain Type, Swivel)
- ~~TILE FLOOR - 12" x 33" Center Carpet~~ *Dark Floor*

BIANO

30' TILE DINING AREA OFF BAR LOUNGE -

- 2 - TABLES 36" x 36"
- 8 - DINING CHAIRS w/ UPHOLSTERED CUSHIONS
- 1 - GLASS FRAME & PRINT
- 1 - PLASTER SCONCE

[rrw/jr]

- 1 - 26' CUSTOM LAMINATE BAR TOP
- 1 - 22' STARFIRE FLEX TUBING & TRANSFORMER
- 1 - 18' x 38" BACK BAR MIRROR
- 1 - 17' BACK BAR SHELVE
- 7 - 5 SLOT 18" OVERHEAD BAR-GLASS RACKS
- 3 - FRAMED PRINTS (glass)
- 1 - 3 COMPARTMENT SINK 60"
- 1 - COCKTAIL ICE & BOTTLE HOLDER
- 1 - HAND SINK
- 1 - 3 COMPARTMENT SINK 36"
- 1 - STANDING ICE BIN 20" x 36"
- 1 - DOUBLE DOOR WINE & COCKTAIL COOLER 36" high x 46"
- 1 - DOUBLE DOOR 2 SPIGOT BEER COOLER
- 2 - PADDED TABLES 36" x 36"
- ~~1 - N.E.C. CASH REGISTER # 9150-5-189 (NEW) 2 Drawer / Standard Program 105~~

1 SANYO CASH REGISTER
SANYO

DIAS AREA - 18' x 22' (Completely Carpeted)

LIBER - 493 PAGE 509

- 1 - BANQUETTE 20' (2 corner/2 center sections)
- 4 - ROUND DINING TABLES 42"
- 4 - SQUARE DINING TABLES 30"
- 2 - RECTANGULAR TABLES 48" x 30"
- 26 - CHAIRS w/ UPHOLSTERED CUSHIONS
- 1 - STARFIRE CHANDELIER 32"
- 1 - 20' LIGHTED ETCHED GLASS / 5 PANELS / 33" high
- ENCLOSED BALISTRADA / 3 SIDES

[rrw/jr]

DINING ROOM (off kitchen) 36' x 48' - Completely Carpeted

LIBER - 493 PAGE 510

- 3 - 36" ROUND PADDED DINING TABLES
- 1 - 36" x 36" PADDED DINING TABLE
- 2 - 30" x 30" PADDED DINING TABLES
- 1 - 30" x 48" FORMICA TOP
- 1 - LARGE FRAMED PRINT (glass)
- 1 - PLASTER SCONCE
- 1 - 30" x 60" ETCHED BACK LIGHTED MIRROR
- 19 - REST. CHAIRS w/UPHOLSTERED CUSHIONS
- 3 - 50" BANQUETTES
- 2 - LARGE, SQUARE STONE BANDED PLANTERS
- 7 - POTTED PLANTS IN GREY PLASTIC POTS w/ GRO-LIGHTING

- 2 - 8' CUSTOM TORCHIERES
- 1 - ETCHED, LIGHTED GLASS BALUSTRADE
- 4 - 32" x 38" PANELS
- 1 - 36" x 38" PANEL

[rrw/jr]

R A W B A R (off kitchen in dining area)

BOOK 4003 PAGE 11

LIBER - 493 PAGE 511

- 1 - CURVED BAR 7' x 9', L-SHAPED w/ FOOT-REST
- 1 - 18" x 60" COPPER ICE TRAY w/ SLANT TOP (BAIN MARIE)
- 1 - SAVOR FINISHING OVEN -Broiler Type on Legs
- 1 - 36" x 45" DOUBLE DOOR REFRIGERATOR w/ 3 SHELVES. STAINLESS STEEL
- ~~2 - N.C.R. CASH REGISTERS. TYPE 9150-5-189 (STANDARD PROGRAM 103)~~
- 1 - 8' BACK BAR w/under counter florescent lights
- 1 - HAND SINK
- 1 - 3 COMPARTMENT SINK
- 1 - COCKTAIL ICE HOLDER - FLOOR MODEL 28" high
(18" x 21" with Bottle Holder)

LIQUOR & STORAGE ROOM (off bar)

~~1 - ICE MAKER - 60018 CAPACITY~~ ⁽³⁾ ~~LEA 800~~

1 - 5 SHELVE METAL RACK 25" wide

- 20' x 24" 5 TIER SHELVES

[rrw/jr]

WATER FRONT DINING ROOM 22' x 80'

BOOK 4003 PAGE 12

- SEATING CAPACITY 92 *Plus*
- 3 SIDES GLASS / 1 EMERGENCY EXIT
- ALL GLASS COVERED BY OUTSIDE CANOPY

2 - 40" x 72" CUSTOM DINING TABLES (LAMINATE)

BOOK 538 PAGE 252

4 - 36" ROUND DINING TABLES

2 - 48" ROUND DINING TABLES

8 - 48" x 30" RECTANGULAR DINING TABLES

5 - 36" x 36" SQUARE DINING TABLES

1 - 30" x 30" SQUARE DINING TABLE

4 - FRAMED PRINTS (glass)

2 - LARGE 6' POTTED PALM TREES (in White Ceramic Rooled Rim Planters)

4 - POTTED LILLIES (in Grey Plastic Pots)

2 - ETCHED MIRRORS 57" x 60"

1 - WINE RACK, BUILT IN 6' x 26" w/ 7 SHELVES - 35 BOTTLE CAPACITY

1 - ANTIQUE SIDE BOARD 6' x 22" w/ - 1 large drawer
 - 2 side compartments w/shelves & tray
 - Brass Metal work w/candle holder

- CENTER BEAM TRACK LIGHTING aprox. 96" w/ 14 Spotlights
 (8 waterside / 6 inside)

70 - DINING CHAIRS w/ UPHOLSTERED SEATS

22 - DINING CHAIRS w/ LEATHERETTE SEATS

[rrw/jr]

MENS ROOM (off bar)

- 1 - WATER COMMODES
- 1 - CHROME CEILING FIXTURE
- 2 - 4 BULB SIDE FIXTURES FOR MIRROR
- 1 - LARGE MIRROR IN STAINLESS STEEL FRAME
- 1 - 2 DOOR VANITY w/ CERAMIC SINK
- 1 - TOWEL RACK & WASTE BASKET (Stainless Steel, Built in wall)
- SOAP DISPENSERS
- 1 - STAINLESS STEEL ASH TRAY (Wall Mounted)
- OLD FASHIONED DOUBLE SWINGING DOORS (Lattice Type)

LADIES ROOM

- 1 - LARGE GOLD FRAMED MIRROR
- 1 - VANITY CABINET w/ 2 SINKS
- 2 - SOAP DISPENSERS
- 1 - STAINLESS STEEL ASH TRAY (Wall Mounted)
- 1 - TOWEL RACK & WASTE BASKET (Wall Mounted)

- 1 - BRASS CHANDELIER w/ GLOBES

[rrw/jr]

OFFICE - 2 ROOMS 8' x 8' & 13' x 7' (Tile Floor - Panel Walls)

BOOK 4003 PAGE 14

FIRST ROOM
=====

- 1 - DIEBOLD SAFE
- 2 - UPHOLSTERED ARM CHAIRS
- 1 - BLACK LEATHERETTE ARM CHAIR
- 1 - BURGLER ALARM CONTROL (SYSTEM)
- MOOSE PRODUCTS - MP1 50 SECURITY CONTROL (SYSTEM)

BOOK 538 PAGE 254

SECOND ROOM
=====

- 3 - METAL FILING CABINETS w/ 3 DRAWERS
- 1 - WALL CABINET w/ DIVIDER 36" x 20"
- 3 - BLACK LEATHERETTE ARM CHAIRS
- 1 - 8' x 30" BUILT IN DESK TOP
- 2 - 36" FLORESCENT DESK LAMPS
- 1 - 46" x 34" BULLETIN BOARD
- 2 - ONE WAY GLASS VIEW MIRRORS OF KITCHEN
- MISC. LAMP REPLACEMENT BULBS

ATTN *Phone*

[rrw/jr]

KITCHEN - TILE WALLS - FLORESCENT LIGHTING

*** PAGE ONE ***

LIBER - 493 PAGE 515

- 1 - STAINLESS STEEL BUS CART - 21" x 35" - 3 SHELVES
- 1 - 6' x 22" 2 DOOR STAINLESS STEEL REFRIGERATOR W/ SALAD TABLE
- SALAD TABLE HAS 2 - 5' STAINLESS STEEL SHELVES 10" WIDE

538 PAGE 255

- 1 - 30" x 36" STAINLESS STEEL WORK TABLE
- 1 - 12 1/2' x 46" KITCHEN WORK LINE STAINLESS STEEL TABLE

TABLE HAS:

- 2 - 4' TWO SHELF CABINETS (chef side)
- 1 - 4' SHELF, CHEF SIDE (UNDER STEAM TABLE)
- 3 COMPARTMENT STEAM TABLE WITH WATER & DRAIN (gas fired)
- 8' x 48" CUTTING BOARD
- 2 - 12' x 12" SHELVES /TOP HAS 3 MERCO FOOD WARMERS, @ 4' LONG
- 2 - 4' FOOD ORDER SPRING BOARDS
- 15" WAITRESS SIDE PICK-UP (Part of the 46" overall width)
- 2 - 5' TWO SHELF CABINETS UNDER TABLE (waitress side)
- 1 - 60" x 24" TWO SHELF WORK TABLE - STAINLESS STEEL TOP
- 1 - 6' x 30" WORK TABLE w/ - 2 SHELVES - STAINLESS STEEL TOP
- 1 CAN OPENER ATTACHED
- 1 - STAINLESS STEEL WORK TABLE - 2 SHELVES w/ DRAWER
- 1 - 3 COMPARTMENT SINK, STAINLESS STEEL w/ DRAIN BOARD
- 2 - 30" x 12" FOUR SHELF RACK GREEN
- 3 - 36" x 12" FOUR SHELF RACK GREEN
- 1 - HAND SINK
- 1 - 14' x 12' STAINLESS STEEL WALL SHELF
- 1 - 53" x 12" STAINLESS STEEL WALL SHELF

*China that were glassware
pots pads etc*

[rrw/jr]

K I T C H E N - TILE WALLS - FLORESCENT LIGHTING

*** PAGE TWO ***

LIBER - 493 PAGE 516

- 1 - 48" x 24" FIVE SHELF RACK w/ STAINLESS STEEL POSTS
- 1 - 48" x 24" FOUR SHELF RACK w/ STAINLESS STEEL POSTS
- 1 - 48" x 24" THREE SHELF RACK w/ STAINLESS STEEL POSTS
- 1 - 5' x 33" DIRTY DISH TABLE - L-SHAPED, STAINLESS STEEL
- WITH: - 5' x 21" OVERHEAD SHELF
- 32" x 22" LOWER SHELF
- 1 - 28" x 60" CLEAN DISH TABLE - L-SHAPED, STAINLESS STEEL
- 2 - 6' x 12" WALL SHELVES, STAINLESS STEEL
- 1 - STAINLESS STEEL HAND SINK
- 1 - 30" x 48" STAINLESS STEEL WORK TABLE w/ TWO SHELVES
- 1 - 3 COMPARTMENT SINK w/ DRAIN BOARDS, STAINLESS STEEL
- 1 - STAINLESS STEEL TOASTMASTER BUN WARMER w/ 4 DRAWERS
- 1 - 7" DOUBLE TIER WALL RACK w/ POT HOOKS, (21 DOUBLE HOOKS)
- 1 - LITTON MICROWAVE OVEN, 1 cubic foot
- 1 - STAINLESS STEEL MICROWAVE OVEN TABLE w/ 2 DRAWERS
- 1 - DOUBLE BLODGETT CONVECTION OVEN - 2 DOORS EACH
- 1 - VULCAN BROILER BOTTOM OVEN w/ TOP OVEN
- 1 - VULCAN DEEP FAT FRYER
- 1 - VULCAN FLAT TOP RANGE / OVEN
- 1 - VULCAN 4 BURNER TOP / OVEN
- 1 - GARLAND 6 BURNER TOP / OVEN
- 1 - 3 DOOR RAETONE FREEZER - STAINLESS STEEL
- 2 - 2 DOOR RAETONE REFRIGERATOR
- 1 - 15 1/2' x 5' HOOD w/ - FILTERS - 2 EXHAUST BLOWERS - LIGHTS -
- KIDDE FIRE CONTROL SYSTEM

[rrw/jr]

K I T C H E N - TILE WALLS - FLOURESCENT LIGHTING

*** PAGE THREE ***
BOOK 535 PAGE 257

- 2 - FRESH AIR INTAKE BLOWERS
- 1 - TIME CLOCK
- 1 - 12 SHELF WHEELED 20" x 28" TRAY RACK
- 76 - 17" x 25" ALUMINUM TRAYS
- 4 - 48" x 24" FOUR SHELF, WALK-IN REFRIGERATOR RACK, WHEELED
- 1 - 59" x 24" FOUR SHELF, WALK-IN RACK, WHEELED, w/ LOCK GRILL FRONT
- 1 - 9 1/2' x 11' STAINLESS STEEL WALK-IN BOX
- 1 - NINE SHELF 20" x 26" WIRE RACK - SLANTED w/ WHEELS
- 1 - PANTRY w/ WOODEN SHELVING ENTRANCE (to waterfront dining room)

LIBER - 493 PAGE 517

M O P R O O M

- 1 - MOP SINK
- 1 - WATER COMMODE
- 1 - HAND SINK

[rrw/jr]

BASEMENT

*** PAGE ONE ***

BOOK 538 PAGE 258

LIBER - 493 PAGE 518

- 7 - 24" ROUND TABLE TOPS
- 1 - 42" ROUND PADDED TABLE TOP
- 1 - 40" ROUND PADDED TABLE TOP
- 4 - 42" x 30" PADDED TABLE TOPS
- 1 - 30" X 30" PADDED TABLE TOP
- 6 - 24" x 24" PADDED TABLE TOPS
- 2 - 36" x 36" PADDED TABLE TOPS

N O

B A S E S

- 1 - 24" x 24" PADDED TABLE
- 3 - 30" x 30" PADDED TABLES
- 5 - 36" x 36" PADDED TABLES
- 3 - 24" x 24" COCKTAIL TABLES
- 2 - 26" x 26" TABLES
- 10 - 44" x 28" TABLES
- 2 - 30" x 30" TABLES
- 4 - 42" x 30" TABLES
- 9 - 36" x 36" TABLES
- 1 - ROUND OAK TABLE, 4' x 48" TOP
- 13 - 5' FLYWOOD TABLE TOPS
- 1 - OVAL TABLE 42" x 50"
- 3 - TABLE BASES
- 1 - OFFICE CHAIR w/ CASTERS
- 3 - BLACK LEATHERETTE ARM CHAIRS (Captain Type)
- 3 - HAND TRUCKS (DOLLY)
- 1 - SILVERWARE CABINET 45" x 36" tall, 2 Door (WAITRESS STATION)
- 5 - DOUBLE DOOR CABINET, 5'

rw/jr]

BASEMENT

BOOK 4003 PAGE 19

*** PAGE TWO ***
~~~~~

LIBER - 493 PAGE 519

BOOK 538 PAGE 259

- 1 - BAND STAND 10' x 6'
- 1 - FOUNTAIN BASE w/ CERAMIC TUB
- 2 - ANTIQUE ~~SILVER~~ MIRRORS 54" x 70"
- 1 - 14' x 7' L-SHAPED BAR
- ~~1 - FIAND, WHITE~~
- 2 - 4" WHISKEY RACK (2 TIERS)
- 1 - 6' x 3" WOODEN WHISKEY RACK (3 TIER)
- 1 - ICE COMPARTMENT (CIN)
- 2 - 3 COMPARTMENT SINK w/ DRAIN BOARDS
- ~~1 - N.C.R. CASH REGISTER (CLASS 52)~~
- 1 - FOLDING TABLE 30" x 8'
- 1 - BRASS FOOT REST (BAR)

FURNACE & STORAGE ROOM (off furnace room)

- 4 - 2' x 4' FOUR SHELVE RACK w/ STAINLESS STEEL POSTS
- 1 - 2' x 3' FOUR SHELVE RACK w/ STAINLESS STEEL POSTS
- 1 - 2' x 4' FIVE SHELVE RACK
- 1 - 2' x 5' FOUR SHELVE RACK
- 15 - RACKS OF VARIOUS GLASSWARE
- OTHER MISC. RACKS
- 1 - PROJECTION SCREEN (MOVIE)

[rrw/jr]

----- M E N S -----

- 1 - WATER COMMODOE
- 1 - WALL LAMP
- 1 - TOWEL DISPENSER & WASTE BASKET (IN WALL)
- 1 - AMERICAN NOVA HAND DRYER (MODEL 1200)
- 1 - STAINLESS STEEL WALL ASH TRAY

----- L A D I E S -----

- 4 - MIRRORS
- 1 - TOWEL DISPENSER & WASTE BASKET (IN WALL)
- WALL LAMP

STORAGE ROOM (off bar & dining room)

- Misc
- WOODEN STORAGE SHELF (deep) 3'x 4'
  - WHITE DISHES - CUPS - SAUCERS
  - BREAD BASKETS
  - HOT ALUMINUM OVEN DISH w/
  - SALT & PEPPER SHAKERS
  - ASH TRAYS
  - MISC. POTS & PANS

Mail to Hyatt & Chap

[rrw/jr]

538-261

# not used

2-28-89

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/89

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. 268715 recorded in  
Liber 515 Folio 37 on July 21, 1987 (Date).

1. DEBTOR(S):  
Name(s) Robert W. Childs  
Address(es) 214 Oak Court, Severna Park, Maryland 21146

2. SECURED PARTY:  
Name Second National Federal Savings Bank  
Address P.O. Box 2558, Salisbury, Maryland 21801

Rebecca A. Einsig, c/o Blumenthal, Wayson, Downs & Offutt,  
Person and Address to whom Statement is to be returned if different from above.  
121 Cathedral Street, Annapolis, Maryland 21401

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. **RECORD FEE 10.00**

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. **MISTAKE .50**

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. **#497630 0345 R01 T14:56 02/28/89**

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

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

Second National Federal Savings Bank  
By *Joy J. Custis*  
Joy J. Custis -- Asst. 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.

150

BOOK 538 PAGE 263

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. 256709 recorded in Liber 485, Folio 288 on 5-10-85 at ANNAPOLIS, MD.

RECORD FEE 10.00  
POSTAGE .50  
#392170 0237 R02 T14:45  
02/29/89

1. DEBTOR(S): THE CRATE CAFE  
 ADDRESS(ES): 49 WEST STREET  
ANNAPOLIS, MD. 21401

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: T. TRAINOR  
 ADDRESS: MAILSTOP: 500501; 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. \_\_\_\_\_

GW

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

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

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

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

SECURED PARTY: Maryland National Bank  
BY: \_\_\_\_\_ (SEAL)

X Debra L. Phipps AWP  
(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.

YAN...  
202-15...  
ANNAPOLIS, MARYLAND 21403

207-126 REV 4 86

1 10<sup>00</sup> 50

STATE OF MARYLAND

276413

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

1. DEBTOR

Name Shree Corporation t/a Crate Cafe  
Address 295 Overleaf Court, Arnold, Maryland 21401

2. SECURED PARTY

Name Farmer's National Bank of Maryland  
Address 5 Church Circle  
Annapolis, Maryland 21401

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

Bay Title Company, 222 Severn Avenue, P.O. Box 3323, Annapolis, Md. 21403  
February 10, 1992

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

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

All inventory, equipment, accounts receivable, furniture, fixtures, leasehold improvements and Debtor's \$25,000.00 Farmer's National Bank Certificate of Deposit.

RECORD FEE 12.00  
POSTAGE .50  
#392230 0237 R02 T14:49  
02/28/89

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)

SHREE CORPORATION

By: *Kiran S. Amin*  
(Signature of Debtor)

Kiran S. Amin, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FARMERS NATIONAL BANK OF MARYLAND

*Russell R. Till*  
(Signature of Secured Party) VICE PRESIDENT

Type or Print Above Signature on Above Line

RETURN TO:  
BAY TITLE COMPANY  
P. O. Box 3323  
222 Severn Avenue  
Annapolis, Maryland 21403  
T4898

12/20

FINANCING STATEMENT

Taxable debt \$5,000  
~~Not subject to recordation tax~~

4750 PAID TO N.A. (with  
check of the acct

1. Name of Debtor(s): Claude F. Schrift  
Address: Carol J. Schrift  
118 Claiborne Road  
Edgewater, Maryland 21037

2. Name of Secured Party: The Annapolis Banking and Trust Company  
Address: P.O. Box 311  
Annapolis, Maryland 21404

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

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

All accounts receivable and equipment now or hereafter created

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

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

RECORD FEE 12.00  
RECORD TAX 35.00  
POSTAGE GK .50

#497730 C345 R01 T15+31

02/28/89

Debtor(s):

*Claude F. Schrift*  
.....  
*Carol J. Schrift*  
.....  
.....

Secured Party:

The Annapolis Banking and Trust Co.  
(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.)

12  
35-  
4

STATEMENT OF TERMINATION OF FINANCING

The record reference, file number, and date of filing of the original Financing Statement to which this Statement of Termination of Financing shall apply are:

Record:  Land } Liber 375 Folio 45 File No. 211772  
 Financing Statement } Date of Financing Statement August 16, 1977

DEBTOR (OR ASSIGNOR)

| Name              | Address                                              |
|-------------------|------------------------------------------------------|
| James E. Thompson | 211 Duke of Gloucester Street<br>Annapolis, MD 21401 |

RECORD FEE 10.00  
POSTAGE .50  
#498250 0345 R01 T11:48  
03/01/89



SECURED PARTY (OR ASSIGNEE)

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE FARMERS NATIONAL  
BANK OF ANNAPOLIS

Dated: November 3, 1988 By *Patricia A. Hall*  
Secured Party (or Assignee)  
Patricia A. Hall Asst. Vice President

Mail to: The Farmers National Bank of Annapolis  
5 Church Circle  
Annapolis, Maryland

*James E. Thompson*  
211 Duke of Gloucester St.  
Annapolis, Md. 21401

FINANCING STATEMENT

TO BE RECORDED AMONG  
THE Financing RECORDS OF  
Anne Arundel County

276417

538 267

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

1. NAME AND ADDRESS OF DEBTOR: CLOVERLEAF II LIMITED PARTNERSHIP  
7779 New York Lane  
Glen Burnie, Maryland 21061  
Attn: Leonard J. Attman

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 Debtor 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 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 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

CK  
RECORD FEE 26.00  
STAMP .50  
#276417 C777 R03 T13:56  
03/01/89

2650

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 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 of even date hereof (the "Deed of Trust") executed by the Debtor 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 Deed 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.

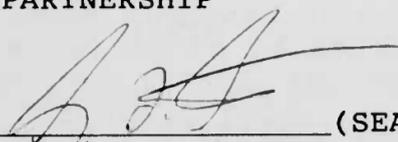
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor 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 Debtor.

DEBTOR:

CLOVERLEAF II  
LIMITED PARTNERSHIP

By:  (SEAL)

GARY D. ATMAN,  
GENERAL PARTNER

Filing Officer: After recordation, please return this Financing Statement to:

Diane Hewes  
Hogan & Hartson  
111 South Calvert Street  
Baltimore, Maryland 21202

EXHIBIT "A"PARCEL NO. 1

13.5542 ACRES  
THIRD (3RD) DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point on the easterly side of Glen Burnie by-pass (Maryland Route 3) at the beginning of the North 44 degrees 35 minutes 46 seconds East 491.11 foot line as shown on a plat of subdivision entitled "Cloverleaf II" dated June 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115 at Page 7 as Plat No. 6031; thence running with and binding on the outline of same (1) North 44 degrees 35 minutes 46 seconds East 491.11 feet to a point; thence (2) North 44 degrees 27 minutes 49 seconds East, 133.38 feet to a point; thence (3) North 48 degrees 34 minutes 45 seconds East, 400.22 feet to a point; thence (4) South 27 degrees 57 minutes 32 seconds East, 379.41 feet to a point; thence (5) North 87 degrees 30 minutes 38 seconds East, 360.97 feet to a point; thence (6) South 6 degrees 09 minutes 53 seconds West, 140.32 feet to a point; thence (7) 349.13 feet along the arc of a curve deflecting to the left having a radius of 2000.00 feet and a chord bearing and distance of South 1 degree 09 minutes 50 seconds West 348.69 feet to a point; thence (8) South 84 degrees 51 minutes 30 seconds West, 240.09 feet to a point; thence (9) North 5 degrees 08 minutes 30 seconds West, 40.00 feet to a point; thence (10) South 84 degrees 51 minutes 30 seconds West, 400.00 feet to a point; thence (11) South 5 degrees 08 minutes 30 seconds East, 40.00 feet to a point; thence (12) South 84 degrees 51 minutes 30 seconds West, 264.32 feet to a point; thence (13) North 23 degrees 21 minutes 37 seconds West, 391.27 feet to a point; thence (14) South 44 degrees 35 minutes 46 seconds West, 252.55 feet to a point; thence (15) South 88 degrees 53 minutes 37 seconds West, 21.49 feet to the point of beginning, containing 590,418 square feet or 13.5542 acres of land more or less.

RESERVING the right to discharge stormwater at a point located North 84 degrees 51 minutes 20 seconds East 240.00 feet from the beginning of the Fourth or North 84 degrees 51 minutes 20 seconds East 400.00 foot line as aforementioned.

SUBJECT to a reciprocal access easement area 24 feet wide and 40 feet long contained within an area binding reversely 100 feet from the end of the 9th or South 84 degrees 51 minutes 20 seconds West 890.63 foot line as aforementioned, thence measured northerly at right angles 40 feet to intersect the 2nd or North 84 degrees 51 minutes 20 seconds East 264.32 foot line as aforementioned.

CONTAINING 960 square feet of land, more or less.

PARCEL NO. 2

BEING KNOWN AND DESIGNATED as Lot No. 1 as shown on the plat entitled "Minor Subdivision Plat Showing Northway Liquors", which plat is recorded among the Land Records of Anne Arundel County as Plat No. 4544, in Plat Book 87, Folio 19; and also as Lot No. 1 as shown on the plat entitled "Minor Subdivision Administrative Plat Lot Line Change Between Residue Lot of Northway Liquors & Northway Shopping Center", which plat is recorded as aforesaid in Plat Book No. 3924, folio 63. Containing .9852 of an acre, more or less.

TOGETHER WITH the Cross Easement Agreement by and between Jerome Steller and Rae Sylvia Steller, his wife, and Paul Kalin and Doris B. Kalin, his wife; and Operating Engineers Local #37 Pension Fund, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3966 at Folio 601, reserving, however, unto Cloverleaf II Limited Partnership, a Maryland Limited Partnership, its successors and assigns, the right to the use and benefit of the said Cross Easement in common with Operating Engineers Local #37 Pension Fund, its successors and assigns.

PARCEL NO. 360 FOOT RIGHT OF WAY  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at a point North 41 degrees 14 minutes 44 seconds West, 59.05 feet from the north boundary line of Baltimore Gas & Electric Company property as described in Liber 1082, Folio 352 and as now surveyed; said point of beginning also being North 87 degrees 30 minutes 38 seconds East, 289.53 feet from the east right of way of the Glen Burnie By-Pass (Maryland Route 3); thence (1) North 41 degrees 14 minutes 44 seconds West, 283.01 feet to a point; thence (2) 25.74 feet along the arc of a curve deflecting to the left having a radius of 202.90 feet and a chord bearing and distance of North 44 degrees 52 minutes 47 seconds West 25.72 feet to a point; thence (3) North 48 degrees 30 minutes 49 seconds West, 56.17 feet to a point; thence (4) North 88 degrees 11 minutes 52 seconds West, 38.46 feet to a point on the south side of a private use in common right of way; thence binding on said right of way (5) 110.17 feet along the arc of a curve deflecting to the left having a radius of 230.00 feet and a chord bearing and distance of North 41 degrees 29 minutes 11 seconds East 109.12 feet to the point; thence (6) South 8 degrees 49 minutes 47 seconds East, 38.46 feet to a point; thence (7) South 48 degrees 30 minutes 49 seconds East, 56.17 feet to a point; thence (8) 33.35 feet along the arc of a curve deflecting to the right having a radius of 262.90 feet and a chord bearing and distance of South 44 degrees 52 minutes 47 seconds East 33.33 feet to a point; thence (9) South 41

degrees 14 minutes 44 seconds East, 337.70 feet to a point; thence (10) South 87 degrees 30 minutes 38 seconds West, 76.94 feet to the point of beginning.

BEING part of Lots 2, 3, and 4 of Cloverleaf Warehouse and Business Park subdivision recorded in Plat Book 96, Page 31, Plat Number 5006.

TOGETHER WITH the right to use a sixty foot (60') private use in common right-of-way as shown on Plat entitled "Revised CLOVERLEAF WAREHOUSE AND BUSINESS PARK", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 96, Page 31 for ingress, egress and regress to and from Maryland Route 3.

TOGETHER WITH the rights and responsibilities contained in a Sewer Line Easement dated February \_\_\_\_, 1989 by and between Cloverleaf Warehouse and Business Park Limited Partnership and Cloverleaf II Limited Partnership.

TOGETHER WITH the right of passage over the Baltimore Gas and Electric parcel as set out, described and granted in a Deed dated November 13, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1082, Folio 352.

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

BOOK 538 PAGE 273

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

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

This Statement refers to original Financing Statement, Identifying File No. 267026 recorded in  
Liber 510, Folio 483 on April 9, 1987 (Date).

1. DEBTOR(S):

Name(s) CLOVERLEAF WAREHOUSE AND BUSINESS PARK LIMITED PARTNERSHIP  
Address(es) 7779 New York Lane, Glen Burnie, Maryland 21061

2. SECURED PARTY:

SECOND NATIONAL FEDERAL SAVINGS BANK, formerly known as  
Name SECOND NATIONAL BUILDING & LOAN, INC.  
Address P.O. Box 2558, Salisbury, Maryland 21801

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, as it applies to the portion of the property secured thereby described in Exhibit A attached hereto.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. \_\_\_\_\_

RECORD FEE 13.00  
POSTAGE .50  
#298910 0777 R03 T13:58

03/01/89

9. SIGNATURES.

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

SECURED PARTY

SECOND NATIONAL FEDERAL SAVINGS BANK

By

*[Signature]*

MARION J. MINKER, JR., Executive 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.

138

BOOK 538 PAGE 274

EXHIBIT "A"

ALL THAT LOT OF GROUND indicated as Reserved Parcel shown on a subdivision plat numbered 5006, entitled, "REVISED CLOVERLEAF WAREHOUSE AND BUSINESS PARK", recorded among the Plat Book records of the Land Records of Anne Arundel County, Maryland, in Plat Book 96 at Page 31.

BOOK 538 PAGE 275

60 FOOT RIGHT OF WAY  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at a point North 41 degrees 14 minutes 44 seconds West, 59.05 feet from the north boundary line of Baltimore Gas & Electric Company property as described in Liber 1082, Folio 352 and as now surveyed; said point of beginning also being North 87 degrees 30 minutes 38 seconds East, 289.53 feet from the east right of way of the Glen Burnie By-Pass (Maryland Route 3); thence (1) North 41 degrees 14 minutes 44 seconds West, 283.01 feet to a point; thence (2) 25.74 feet along the arc of a curve deflecting to the left having a radius of 202.90 feet and a chord bearing and distance of North 44 degrees 52 minutes 47 seconds West 25.72 feet to a point; thence (3) North 48 degrees 30 minutes 49 seconds West, 56.17 feet to a point; thence (4) North 88 degrees 11 minutes 52 seconds West, 38.46 feet to a point on the south side of a private use in common right of way; thence binding on said right of way (5) 110.17 feet along the arc of a curve deflecting to the left having a radius of 230.00 feet and a chord bearing and distance of North 41 degrees 29 minutes 11 seconds East 109.12 feet to the point; thence (6) South 8 degrees 49 minutes 47 seconds East, 38.46 feet to a point; thence (7) South 48 degrees 30 minutes 49 seconds East, 56.17 feet to a point; thence (8) 33.35 feet along the arc of a curve deflecting to the right having a radius of 262.90 feet and a chord bearing and distance of South 44 degrees 52 minutes 47 seconds East 33.33 feet to a point; thence (9) South 41 degrees 14 minutes 44 seconds East, 337.70 feet to a point; thence (10) South 87 degrees 30 minutes 38 seconds West, 76.94 feet to the point of beginning.

BEING part of Lots 2, 3, and 4 of Cloverleaf Warehouse and Business Park subdivision recorded in Plat Book 96, Page 31, Plat Number 5006.

TOGETHER WITH the right to use a sixty foot (60') private use in common right-of-way as shown on Plat entitled "Revised CLOVERLEAF WAREHOUSE AND BUSINESS PARK", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 96, Page 31 for ingress, egress and regress to and from Maryland Route 3.

## FINANCING STATEMENT

Check below if goods are  
or are to become fixtures

For Filing Officer Use

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

Date & Hour \_\_\_\_\_

[X] TO BE RECORDED IN THE

- [ ] MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
 [X] A CHATTEL RECORDS, ANNE ARUNDEL COUNTY  
 [ ] LAND RECORDS, ANNE ARUNDEL COUNTY

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

RECORD FEE 18.00

POSTAGE .50

#393200 0055 R02 T14:53

03/01/89

Maturity date (if any)

| <u>Name(s) of Debtor(s) or Assignor(s)</u>                                | <u>No.</u>           | <u>Street</u>             | <u>City</u>         | <u>State</u> |
|---------------------------------------------------------------------------|----------------------|---------------------------|---------------------|--------------|
| Urby Drive Associates Limited Partnership, a Maryland limited partnership | c/o A. John Briscuso | 2440 Solomons Island Road | Annapolis, Maryland | 21401        |

CK

| <u>Name of Secured Party or assignee</u> | <u>No.</u>          | <u>Street</u>    | <u>City</u> | <u>State</u> |
|------------------------------------------|---------------------|------------------|-------------|--------------|
| Madison National Bank                    | 1730 M Street, N.W. | Washington, D.C. | 20036       |              |

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

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

CHECK [X] 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. [X] If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty--state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference. SEE EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN.
4. [X] Proceeds of collateral are also covered:  
 [X] 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 Title 12, Tax Property Article, Annotated Code of Maryland, as amended.

DEBTOR:

URBY DRIVE ASSOCIATES LIMITED  
 PARTNERSHIP

By: Urby Drive, Inc., a Maryland corporation

By: A. John Briscuso  
 A. John Briscuso

SECURED PARTY:

MADISON NATIONAL BANK

By: Juanita M. Kelly  
 Juanita M. Kelly

DATED: February 24, 1989

DATED: February 24, 1989

RETURN TO: Marshall S. Ruben, Esq., Brownstein Zeidman and Schomer  
 1401 New York Avenue, N.W., Suite 900, Washington, D.C. 20005-2102

0382A

18.50

EXHIBIT A

This Financing Statement covers the following types of Property:

A. All of Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used in connection with any present or future operation of the Land or the Improvements, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantels, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be erected in or upon the Land; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Land in any manner; and

B. All of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

C. All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, and awards or payments as a result of the exercise of eminent domain or alteration of the grade of any street; and

D. All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral arising from the operation of the premises hereinafter described.

The aforesaid items are included as security in a certain Deed of Trust and Security Agreement and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by Debtor to Secured Party in the amount of \$6,175,000.00. All capitalized terms used herein shall have the same meaning as in such Deed of Trust and Security Agreement, unless otherwise defined herein.

The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to or are used in connection with, or will affect, be affixed or be appurtenant to or are used in connection with, property of which the Debtor is the owner of a fee simple estate, as more fully described in EXHIBIT B attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement hereinabove referenced, together with the Improvements thereon erected.

EXHIBIT B

Description of Property  
56.2851 Acre Parcel  
Situating in the 2nd Tax District  
of  
Anne Arundel County, Maryland

Being part of the lands conveyed by the Crofton Corporation, Debtor-in possession, A Maryland Corporation, to Urby Drive Associates Limited Partnership by deed dated May 10, 1985 and recorded among the Land Records of Anne Arundel County in Liber 3886, Folio 685; being described as follows;

Beginning for the same at a point on the easterly right-of-way line of Robert Crain Highway - Maryland Route 3 at a point at the end of the nineteenth or N 88° 41' 20" W, 270.00 foot line of the described first parcel of land in a deed dated May 10, 1968 and recorded among the aforementioned Land Records in Liber 2330 Folio 544; thence binding reversely with said nineteenth line

- 1) S 88° 41' 20" E, 270.00 feet; thence reversely with the eighteenth line
- 2) S 57° 41' 20" E, 290.00 feet; thence reversely with the seventeenth line
- 3) S 11° 36' 17" W, 162.31 feet; thence binding reversely with the sixteenth line of said first parcel and the seventh line of the described second parcel of the aforementioned deed
- 4) S 34° 40' 48" E, 365.00 feet; thence reversely with the sixth line of said second parcel
- 5) S 52° 10' 48" E, 211.24 feet; thence reversely with the fifth line of said second parcel
- 6) S 27° 55' 56" E, 253.66 to a point shown as the common rear corner of Lots 1114 and 1115 on a plat of subdivision entitled "Crofton Park", Section Eight, Plat Eighteen. Said plat being record in Plat Book 36, Folio 35 of the aforementioned Land Records; thence running with said plat
- 7) S 22° 04' 04" W, 49.98 feet; thence
- 8) S 10° 53' 08" W, 264.76 feet; thence S 03° 10' 47" E 192.11 feet to a point shown as point number 83 on the aforementioned plat and along the same bearing, a distance of 258.58 feet from a common point shown as point number 12 on a plat of subdivision entitled "Crofton Park" Section Eight, Plat Nineteen a total bearing and distance of
- 9) S 03° 10' 47" E, 450.69 feet; thence reversely with the aforementioned plat nineteen
- 10) S 12° 20' 21" W, 163.78 feet; thence

- 11) S 53° 04' 42" E, 104.40 feet to a point on the Westerly right-of-way line of URBY DRIVE at a point located at the end of the ninth line or as described as a chord bearing and distance N 58° 28' 44" E, 310.91 feet in a Description of 0.8288 acres plus or minus, recorded in Liber 3655 Folio 461 of the aforementioned Land Records; thence binding reversely with said ninth line
- 12) Along the arc of a circle curving to the right having a radius of 420.00 feet, a chord bearing and distance of S 58° 28' 44" W, 310.91 feet; respectively an arc distance of 318.49 feet; thence continuing reversely with said deed
- 13) S 80° 22' 11" W, 275.85 feet; thence
- 14) Along the arc of a circle curving to the right, having a radius 3170.00 feet, a chord bearing and distance of S 06° 19' 15" E, 425.89 feet; respectively, an arc distance 426.21 feet; thence
- 15) S 02° 28' 09" W, 200.00 feet to a point on the northerly right-of-way line of Defense Highway - Maryland Route 450 (S.H.A. Plat Number 15441); thence binding on said right-of-way line
- 16) S 88° 20' 50" W, 10.00 feet; thence
- 17) N 02° 28' 09" W, 110.00; thence
- 18) S 87° 31' 30" W, 509.47 feet; thence
- 19) Along the arc of a circle curving to the left, having a radius of 1548.39 feet, a chord bearing and distance of S 86° 13' 40" W 70.11; respectively, an arc distance of 70.12 feet to a point; thence leaving said right-of-way line and bounding on the easterly and northerly outline of a parcel of Land recorded among the aforementioned Land Records in Liber 3028, Folio 217 by deed dated October 21, 1977 the following courses
- 20) N 24° 21' 50" E, 500.65 feet; thence
- 21) S 87° 28' 36" W, 633.35 feet to a point on the easterly right-of-way line of Robert Crain Highway - Maryland Route 30 (S.H.A. Plat No.'s 15441 and 15442); thence binding on said right-of-way line
- 22) Along the arc of a circle curving to the left having a radius of 6736.05 feet, a chord bearing and distance of N 15° 24' 19" E, 1174.11 feet; respectively, an arc distance of 1175.60 feet; thence
- 23) N 10° 24' 20" E, 1159.58 to the point of beginning

Containing 56.2851 acres of land, more or less.

"Said acreage has been subdivided into separate buildable lots and to be recorded among the Plat Records of Anne Arundel County in two (2) sections. Section One of said property consisting of eighty-one (81) building lots, more or less, has been approved and recorded and is shown on plats entitled "SECTION ONE, CROFTON WOODS FORMERLY (WOODBIDGE AT CROFTON)" consisting of five plats numbered Plat 1 of 5, Plat 2 of 5, Plat 3 of 5, Plat 4 of 5 and Plat 5 of 5, all recorded among the Plat Records of Anne Arundel County at Plat Book 115, Pages 20, 21, 22, 23, and 24.

Section Two has not been recorded, but consists of five plats to be numbered Plat 1 of 5, Plat 2 of 5, Plat 3 of 5, Plat 4 of 5 and Plat 5 of 5. The description for Section Two is the remainder of the property not within the boundaries as shown in Section One above."

276450

FINANCING STATEMENTS

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

To be recorded in the: (1) Financing Statements Records of the Maryland Department of Assessments and Taxation (2) Financing Statement Records of Anne Arundel County, MD X

1. NAME AND ADDRESS OF DEBTOR: Munao, Inc. 8101 Ritchie Highway Pasadena, Maryland 21122

2. NAME AND ADDRESS OF SECURED PARTY: FARMERS NATIONAL BANK OF MARYLAND 5 Church Circle Annapolis, Maryland 21401

RECORD FEE 25.00 RECORD TAX 350.00 POSTAGE .50

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

#777010-0345-001 0126 03/02/89

A. INVENTORY. All of the Debtor's inventory both now and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. ACCOUNTS. All of the Debtor's accounts without limitation, all notes, notes receivable, drafts acceptances, and similar instruments and documents, both now owned and hereafter aquired, together with (i) all proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease

MICHAEL R. ROBLER, P.A. ATTORNEY AND COUNSELOR AT LAW 7 WILLOW STREET ANNAPOLIS, MD 21401

Handwritten notes: 25, 350, se

of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

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

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

E. ALL EQUIPMENT AND FIXTURES. All of the Debtor's gas station equipment, tables, chairs, stoves, refrigerators, both now owned and hereafter acquired, including, but not exclusively, all the equipment and fixtures described in Exhibit A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefore, and (iii) all cash and non-cash proceeds and products thereof. All such equipment or fixtures that are or will be located at or are to be attached to the property located at 8101 Ritchie Highway, Pasadena, Maryland.

F. MOTOR VEHICLES. Each of the Pledgors' motor vehicles described in Exhibit B attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessories now hereafter affixed thereto and/or used in connection therewith, and (ii) all cash and non-cash proceeds thereof.

SUBJECT TO RECORDATION TAX ON THE PRINCIPAL AMOUNT OF

\$50,000.00, WHICH RECORDATION TAX HAS BEEN PAID TO ANNE  
ARUNDEL COUNTY, MARYLAND.

DATE: 3/1/89

DEBTOR:

ATTEST:

MUNAO, INC.

Judith K. Munroe

BY: [Signature] (SEAL)  
President

| EQUIPMENT                          | VALUES            |
|------------------------------------|-------------------|
| 1 PORTABLE SAFE & 1 WALL SAFE      | 750.00            |
| 1#7300 NORTON BALANCER             | 4,000.00          |
| 1 4040 TIRE CHANGER                | 1,500.00          |
| 1 EXHAUST BENDER                   | 3,500.00          |
| 1 FRONT END MACHINE HUNTER         | 7,000.00          |
| 1 20 TON PRESS                     | 500.00            |
| 1 10 TON PRESS                     | 200.00            |
| 2 TABLE GRINDERS                   | 300.00            |
| 2 VAT MACHINES                     | 1,500.00          |
| 1 TRANS. JACK & STAND              | 275.00            |
| 1 SUN SCOPE                        | 1,500.00          |
| 3 BATTERY CHARGERS                 | 675.00            |
| STATE INSPECTION EQUIP.            | 4,200.00          |
| 1 TIRE TUB                         | 60.00             |
| 1 MIG WELDER SNAP-ON               | 2,000.00          |
| 1 PRESSURE WASHER                  | 2,500.00          |
| 1 TOOL BOX TOP & BOTTOM            | 1,800.00          |
| 1 A/C CHARGE STATION               | 750.00            |
| 1 A/C BEEP TESTER                  | 400.00            |
| <del>1 50LB. ICE MACHINE</del>     | 4,500.00          |
| 1 ICE BOX VENDER                   | 600.00            |
| 1 HEAD LIGHT TESTER                | 800.00            |
| 1 FIRST AID CABINET                | 60.00             |
| 3 OFFICE CHAIRS                    | 90.00             |
| 6 FILE CABINETS                    | 240.00            |
| 3 FIRE EXTINGUISHERS               | 75.00             |
| 2 IMPACT GUNS                      | 180.00            |
| 1 OIL DRAIN                        | 250.00            |
| 1 BT7 BATTERY TESTER               | 100.00            |
| 2 VISES                            | 175.00            |
| 1 WORK BENCH                       | 200.00            |
| 1 AAMCO BRAKE LATHE                | 4,500.00          |
| 1 GEAR DISPENSER                   | 300.00            |
| 3 FLOOR JACKS                      | 1,000.00          |
| 1 TIRE REPAIR CABINET              | 80.00             |
| 1 BUBBLE BALANCER                  | 150.00            |
| 2 WATER BUCKETS                    | 60.00             |
| 1 TORCH W/BOTTLES                  | 400.00            |
| 6 AIR HOSES W/FITTINGS             | 250.00            |
| 3 TIER TIRE RACKS                  | 600.00            |
| 1 PRICE SIGN W/NUMBERS             | 250.00            |
| 2 STATE INSPECTION CABINETS        | 300.00            |
| 1 FAN SERVICE AREA                 | 250.00            |
| 1 KEROSENE PUMP & TANK             | 4,000.00          |
| 1 PORTABLE OFFICE W/ A/C & HEAT    | 3,500.00          |
| MISC. OFFICE EQUIPMENT             | 1,000.00          |
| 2 CURB SIDE SIGNS                  | 200.00            |
| 1 PARTS CLEANER                    | 300.00            |
| 1 COIL SPRING COMPRESSOR           | 275.00            |
| 3 BUSINESS PHONES SETS W/PA SYSTEM | 3,500.00          |
| 1 PORTABLE HEADLIGHT TESTER        | 250.00            |
| 1 PORTABLE CAR LIFT INSTALLED      | 3,500.00          |
| 1 PACKER, GREASE GUN, TIRE TOOLS   | 600.00            |
| 1 3M COPY MACHINE                  | 1,200.00          |
| 1 ALLEN BUSINESS COMPUTER          | 14,000.00         |
| SERVICE STATION EQUIPMENT          | APPROX. 31,145.00 |

EXHIBIT B

79 CHEV TK  
Vehicle I.D. Number - CCL339B165781

84 CHEV TK  
Vehicle I.D. Number - 2GCHK34W8E1170633

83 MERZ DS  
Vehicle I.D. Number - WDAB23AIDB377055

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the provisions of the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

Marketing Management Services, Inc.  
619 Severn Avenue, Suite 101  
Annapolis, Maryland 21403

2. NAME AND ADDRESS OF SECURED PARTIES:

FARMERS NATIONAL BANK OF MARYLAND  
5 Church Circle  
Annapolis, Maryland 21401

3. This Financing Statement covers all:

a. Inventory and supplies now owned or hereafter acquired by the Debtor, and all proceeds thereof.

b. Accounts receivable now existent or hereafter created by the Debtor, and all proceeds thereof.

4. This transaction is exempt from the recordation tax.

Principal amount of this debt is \$50,000.00 creditor.

DEBTORS:

MARKETING MANAGEMENT SERVICES,  
INC., a Maryland corporation

BY *Kenneth G. Jones*  
KENNETH G. JONES, President

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

BY *Twaun D. Oakes*  
TWAUN D. OAKES, Vice President

AFTER RECORDATION return to:

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

RECORD FEE 11.00  
POSTAGE CK .50

#499210 C345 R01 T11:54

03/03/89

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
PO BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263 8855

FN001.444

11  
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**Financing Statement**

Perpetual Savings Bank, F.S.B.



THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE. NO  YES

NAME OF RECORD OWNER: \_\_\_\_\_

Subject to recordation tax; principal amount is \$ \_\_\_\_\_

1. Name of Debtor: Harvey L. Blonder      2. Name of Secured Party: Perpetual Savings Bank, F.S.B.  
 Address: 325 Cape St. Johns Road      2034 Eisenhower Avenue  
Annapolis, Maryland 21401      Alexandria, Virginia 22314

3. This financing statement covers the following property of the Debtor, all whether now owned or hereafter acquired (hereafter "Collateral"). Check  one or more boxes applicable:

- (A) *Receivables.*  
 (1) All accounts, contract rights, instruments, documents, chattel paper, and general intangibles (including, but not limited to, choses in action, tax refunds and insurance proceeds); (2) any other amounts, obligations or indebtedness owed to the Debtor from whatever source, irrespective of whether such amounts, obligations, or indebtedness have been specifically assigned to the Secured Party; (3) all rights to receive any payment in money or in kind; (4) all goods, services, or other property represented by or securing any of the items referred to in (1) above, including, but not limited to, all goods that may be reclaimed or repossessed from or returned by any account debtor; (5) all of the Debtor's rights as an unpaid seller, including, but not limited to, stoppage in transit, detinue, reclamation, and resale; (6) all guarantees, other agreements or property securing or relating to any of the items referred to in (1) above, or acquired for the purpose of securing and enforcing any of such items;
- (B) *Inventory.*  
 All inventory including, without limitation, all goods, merchandise and other personal property held for sale or lease by the Debtor, furnished or to be furnished under any contract of service by the Debtor, raw materials, work in-process, supplies, materials or finished goods used or consumed or to be used or to be consumed in Debtor's business;
- (C) *Equipment.*  
 All machinery, equipment, furniture and fixtures;
- (D) *Other:* All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (E) All computer programs, tapes, discs, records and files and any other material or documents relating to the foregoing items;
- (F) All substitutions, additions, accessories, accessions, replacements, parts, exchanges, increases, tools, manuals, warranties, warranty claims, insurance policies and proceeds, together with all cash and noncash proceeds, including, but not limited to, insurance proceeds, and products of the foregoing.
- (G) If Collateral is goods which are or are to become fixtures, the above described goods are affixed or to be affixed to (legal description of property): \_\_\_\_\_

RECORD FEE 11.00  
 POSTAGE .50  
 #299670 C777 R03 T08:25  
 03/03/89

4. Number of continuation sheets presented: 0

Debtor:   
Harvey L. Blonder

Secured Party: PERPETUAL SAVINGS BANK, F.S.B.

By:

Name: Janet K. Moore

(Type or print name and title of each signatory.)

Title: Loan Officer

Please return to the Secured Party at the address stated above.

Filing Officer Copy - Alphabetical

115 .50

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 \$ 10,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

BOOK 538 PAGE 288 276453

Anne Arundel County

5. Debtor(s) Name(s) Address(es)  
 Lawnscares Etc., Inc. 2411 Crofton Lane #21  
 Crofton, MD 21114-9960

6. Secured Party Address  
 First Annapolis Savings Bank, FSB 1832 George Avenue  
 Attention: Sandra Cowsill Annapolis, MD 21401  
 (Type name & Title)

RECORD FEE 11.00  
 RECORD TAX 70.00  
 POSTAGE .50  
 #299690 CT77 R03 108:27  
 03/03/89

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 Lawnscares Etc., Inc.

By: Randall K. Johnson (Seal)  
 Randall K. Johnson, President (Seal)

By: Ronald E. Johnson (Seal)  
 Ronald E. Johnson, Treasurer (Seal)  
 By: Stephen J. McClay (Seal)  
 Stephen J. McClay, Secretary (Seal)

Mr. Clerk: Please return to First Annapolis Savings Bank, FSB, to the officer and at the address set forth in paragraph 6 above.  
 2-2820 (1/88)

70.50

 **First Annapolis Bank** SAVINGS FSB

SCHEDULE A

Debtor: Lawnscares Etc., Inc.  
2411 Crofton Lane #21  
Crofton, MD 21114-9960

Secured Party: First Annapolis Savings Bank, FSB  
1832 George Avenue  
Annapolis, MD 21401

Loan Amount: \$10,000.00

Collateral: 1 Loop 286 AT computer & Keyboard  
Serial #747312  
1 Flat white page Loop Monitor  
Serial #mtj198446  
1 Okidata 320 Printer  
Serial #809a0060403  
1 Okidata cut sheet feeder  
Serial #802a012802  
1 Tripplite automatic voltage regulator  
Serial #8005

WRITER'S DIRECT DIAL NUMBER

MAIN OFFICE 2024 WEST STREET ANNAPOLIS MARYLAND 21401  
ANNAPOLIS 266-6100 BALTIMORE 641-6700 WASHINGTON (301) 261-8600

• OPERATIONS CENTER 1832 GEORGE AVENUE ANNAPOLIS MARYLAND 21401  
ANNAPOLIS 263-7771 BALTIMORE 269-1108 WASHINGTON (301) 261-2453

(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. 206903 recorded in Liber 365, Folio 439 on 1/3/77 at Anne Arundel County, Maryland  
Date Location

1. DEBTOR(S): Gates Marina, Inc.  
 ADDRESS(ES): Shady Oaks Manor, Rt. 1, West River, Md. 20881

2. SECURED PARTY: The Savings Bank of Baltimore ATTENTION: \_\_\_\_\_  
 ADDRESS: Baltimore and Charles Streets, Baltimore, Maryland 21203

2a. Person and address to whom Statement is to be mailed:  
Maryland National Bank, Attention: A. Singh, Mailstop: 090159,  
7178 Columbia Gateway Drive, Columbia, Maryland 21045

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

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

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

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

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

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

RECORD FEE 10.00  
 POSTAGE .50  
 MD01970 C055 R04 710736  
 03/03/97

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

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

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

SECURED PARTY: The Savings Bank of Baltimore

BY: [Signature] (SEAL)  
 \_\_\_\_\_  
(Type Name and Title)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

CDF/01-26-89  
 9915X (0515X)  
 SSA-SFC(B)(4)

276454

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

Not subject to recordation  
 tax  
 Principal amount is  
 \$ 300,000.00

RECORD FEE 13.00  
 POSTAGE .50  
 #394940 C237 R02 T15:4  
 03/03/8

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:                                                                                                          | Mailing Address of Debtor:                                      |
| <u>John F. Pilli &amp; Sons, Inc.</u>                                                                               | <u>P.O. Box 88</u><br><u>Millersville, MD 21108</u>             |
|                                                                                                                     |                                                                 |
| 2. Secured Party:                                                                                                   | Address of Secured Party:                                       |
| STERLING BANK & TRUST CO.,<br>a bank and trust company<br>tion organized and existing<br>under the law of Maryland, | Suite 201<br>111 East Water Street<br>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.



CDF/01-26-89  
9915X (0515X)  
SSA-SFC(B)(4)

BOOK 538 PAGE 293

FINANCING STATEMENT

by

John F. Pilli & Sons, Inc., 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:

BEING known and designated as Lot No. 14, as shown on the  
plat entitled "STAFFORD ESTATES", which Plat is recorded among  
the Land Records of Anne Arundel County in Plat Book 103, folio 17,

United Title Inc.  
523 Benfield Rd.  
Severna Park, MD 21146

276455

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                      |                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 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)<br>CROFTON TOOL & EQUIPMENT RENTAL COMPANY<br>1041 ROUTE 3 NORTH<br>GAMBRILLS, MD 21054                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2. Secured Party(ies) and address(es)<br><br>Textron Financial Corporation<br>P.O. Box 9354<br>Minneapolis, MN 55440 | For Filing Officer (Date, Time, Number, and Filing Office)<br><br>RECORD FEE 11.00<br>#301660 0777 R03 T14:04<br>03/03/89<br>GK |
| 4. This financing statement covers the following types (or items) of property: #40048<br><br>All goods (including equipment and inventory) wherever located, in which the Customer now or hereafter has rights and which are manufactured and/or distributed by Homelite Division of Textron, Inc., (the "Vendor") and/or bearing the Homelite or Jacobsen trademark, including but not limited to chain saws, lawn and garden equipment, and construction equipment and spare parts therefore, together with all present and future, attachments and accessories thereto and replacements and proceeds thereof, including amounts payable under any insurance policy and all instruments, accounts and chattel paper (including without limitation leases and conditional sale contracts) arising therefrom and proceeds of all the foregoing. |                                                                                                                      | 5. Assignee(s) of Secured Party and Address(es)                                                                                 |
| This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)<br><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.<br><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                      | Filed with: ANNE ARUNDEL COUNTY<br>CLERK OF THE CIRCUIT COURT                                                                   |
| Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                      |                                                                                                                                 |

CROFTON TOOL & EQUIPMENT RENTAL COMPANY

Textron Financial Corporation

By: Carl E. Hubel President  
Signature(s) of Debtor(s)

By: Julie Hunter AGENT  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

71 STANDARD FORM - FORM UCC-1.

276456

BOOK 538 PAGE 295

IMPORTANT -

filling out form

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

No. of Additional Sheets Presented:

3.  The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):  
Mountainstraw, Inc.  
4 Mountain Road  
Glanburnie, MD 21061

2. Secured Party(ies) Name(s) and Address(es)  
A & E Stores, Inc.  
1125 Pleasant View Terrace  
Ridgefield, NJ 97657

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

5. This Financing Statement covers the following types (or items) of property:  
Merchandise inventory, furniture, fixtures and other miscellaneous personal property of the debtor

6. Assignee(s) of Secured Party and Address(es)  
Not Subject to Recording Tax

RECORD FEE 11.00

POSTAGE .50

#301670 C177 R03 T14:05

7.  The described crops are growing or to be grown

The described goods are or are to be affixed to:

The lumber to be cut or minerals or the like (including oil and gas) is on \*

\*(Describe Real Estate Below)

Products of the Collateral are also covered.

8. Describe Real Estate Here:

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

9. Name of a Record Owner

No. & Street                      Town or City                      County                      Section                      Block                      Lot

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

- under a security agreement signed by debtor authorizing secured party to file this statement, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the debtor, or  as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
- when the collateral was brought into the state, or  when the debtor's location was changed to this state.

MOUNTAINSTRAW, INC.

A & E STORES, INC.

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

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

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

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

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)  
Potomac Airgas, Inc.  
5192 Raynor Road  
Linthicum, MD 21090

2. Secured Party(ies) and address(es)  
NCNB National Bank of  
North Carolina, as Agent  
One NCNB Plaza  
Charlotte, NC 28255

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

RECORD FEE 10.00  
POSTAGE .50  
#301680 0777 R03 T14:06  
03/03/89

4. This statement refers to original Financing Statement bearing File No. 024270 516-381  
Filed with Anne Arundel Co., MD Date Filed August 20 19 87

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

BL  
CLERK

No. of additional Sheets presented:

NCNB National Bank of North Carolina,  
as Agent

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

By: M. [Signature] AVP 1-6-89  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

276457

16.50

UCC

FINANCING STATEMENT

- 1. To Be Recorded among Financing Records.
- 2. The underlying transaction is not subject to Recordation Tax as it relates to a security interest taken or retained by the seller of collateral to secure all or part of the sale price; Annotated Code of Maryland, Tax-Property, Section 12-108 (K) (4).

3. Debtor Address  
 RICHARD L. BOWEN and SUN VIDEO, INC. 130 COTTAGE GROVE DR PASADENA MD 21122

4. Secured Parties Addresses  
 THEODORE P. OAKES JUDY R. OAKES 27 Truckhouse Road Severna Park, Md. 21146.

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

- a. All those items listed on Schedule "A" RECORD FEE 14.00  
POSTAGE .50  
#301690 0717 R03 T14:07  
05/03/89
- b. All equipment and machinery, including power driven machinery and equipment, furniture and fixtures now owned or hereafter acquired, together with all replacements thereof, all attachments accessories, part and tools belonging thereto or for use in connection therewith.
- c. All inventory, raw materials work in process and supplies now owned or hereafter acquired.

DEBTOR:  
 SUN VIDEO, INC.  
Richard L. Bowen  
 BY: RICHARD L. BOWEN, PRES.  
Richard L. Bowen  
 RICHARD L. BOWEN

SECURED PARTY:  
Theodore P. Oakes  
 THEODORE P. OAKES  
Judy R. Oakes  
 JUDY R. OAKES

AFTER RECORDATION RETURN TO: JOHN E. HAISLIP, JR.  
 413 Crain Hwy. SE  
 Glen Burnie MD 21061

14.50

JOHN E. HAISLIP, JR.  
 ATTORNEY AT LAW  
 413 CRAIN HWY., S.E.  
 GLEN BURNIE, MD 21061  
 (301) 760-6677

EQUIPMENT LIST

6 STATION CAROSEL  
7 HYDRAULIC CHAIRS  
1 HYDRAULIC/RECLINING CHAIR  
3 SHAMPOO BOWLS  
3 SHAMPOO CHAIRS  
2 WALL STYLING STATIONS  
2 MANICURE TABLES  
2 MANICURS CHAIRS  
2 GLASS RETAIL COUNTERS  
1 RECEPTION DESK  
1 CHAIR FOR RECEPTION DESK  
6 HAIR DRYERS AND CHAIRS  
1 ~~XXXXXXXXXX~~ SET OF SKIN DYNAMICS EQUIPMENT  
1 WASHING MACHINE  
1 DRYER  
2 HOT WATER HEATERS  
1 TABLE WITH 3 CHAIRS  
2 TWO DRAWER CHEST  
1 COFFEE POT  
2 TOWEL BINS  
6 BLACK TRASH CONTAINERS  
2 GERMICIDE CONTAINERS WET STERILZER  
1 DRY STERILZER  
ALL BRUSHES AND COMBS FOR SALON USE  
ALL PERM RODS  
ALL SUPPLIES ON HAND AT SETTELMENT  
1 ADDING MACHINE

1 CASH REGISTER  
2 MAGAZINE RACKS  
6 CHROME STAND ASHTRAYS  
ALL HAIRSTYLE PICTURES  
3 ARM CHAIRS  
4 BROWN CHAIRS  
SHELVES FOR SUPPLIES  
ALL MIRROR TILES IN SALON  
6 MIRRORS AROUND CAROSEL  
1 MAKE UP CABINET WITH BUILT IN STORAGE  
3 OVERHEAD SHAMPOO CABINETS FOR TOWELS  
2 CHILD'S SEATS  
TOWELS AND SHAMPOO CAPES  
1 DRESSING GOWN  
2 LIVE PLANTS  
1 NEON SIGN (OPEN)  
2 TANNING BEDS  
2 STEREOS  
2 SIDE TABLES  
1 RECLINING CHAIR  
2 FANS  
1 HEAD PHONE SET

Statement for Reg. of Deeds or Secy. of State — Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es)  
Manfred Meyer & Associates, Inc.  
809-M Barkwood Ct.  
Linthicum Hieghts, Maryland  
21090

2 Secured Party of Record and Address  
American National Bank and  
Trust Company of Chicago  
33 North La Salle Street  
Chicago, Illinois 60690

3 No. of Additional Sheets Presented:

For Filing Officer

RECORD FEE 10.00  
POSTAGE .50  
#301710 0777 R03 T14:08  
03/03/89

BL  
CLERK

483-87

4 This statement refers to original Financing Statement filed on 3/4/85

File No. 255808\*  Sec. State — OR —  Reg. Deeds for Anne Arundel County (MD)

- 5  Continuation — The Financing Statement is still effective.
- 6  Amendment — Financing Statement amended as set forth in Item 11. Signature of Debtor required at Item 12 unless amendment only changes name or address of either party.
- 7  Release — Secured Party releases only the collateral described in Item 11.
- 8  Termination — Secured Party no longer claims a security interest under the Financing Statement.
- 9  Partial Assignment — Some of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11. A description of the collateral subject to the assignment is also set forth in Item 11.
- 10  Full Assignment — All of Secured Party's rights under the Financing Statements have been assigned to the assignee whose name and address are set forth in Item 11.

11 \*Liber 483/Page 87

12 Necessary Only For Amendment. See Item 6.

SIGNATURE OF DEBTOR \_\_\_\_\_ TITLE \_\_\_\_\_  
SIGNATURE OF DEBTOR \_\_\_\_\_ TITLE \_\_\_\_\_

13 Not valid until signed by Secured Party  
AMERICAN NATIONAL BANK AND TRUST COMPANY  
OF CHICAGO

By: *James P. Shea*  
SIGNATURE OF SECURED PARTY OF RECORD — TITLE OR ITS REPRESENTATIVE

(1) FILING OFFICER COPY—ALPHABETICAL

Statement for Reg. of Deeds or Secy. of State — Uniform Commercial Code

For Filing Officer

|                                                                                                                                           |                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1 Debtor(s) (Last Name First) and Address(es)</b><br>Manfred Meyer & Associates<br>809-M Barkwood Court<br>Linthicum Heights, MD 21090 | <b>2 Secured Party of Record and Address</b><br>American National Bank & Trust<br>Company of Chicago<br>33 North LaSalle Street<br>Chicago, IL 60690 |
| <b>3 No. of Additional Sheets Presented:</b>                                                                                              |                                                                                                                                                      |

RECORD FEE 10.0  
 POSTAGE .5  
 #301720 0777 R03 T14  
 03/03



**4** This statement refers to original Financing Statement filed on 2/25/85;  
 File No. 255638\*  Sec. State — OR —  Reg. Deeds for Anne Arundel County  
 (MD)

- 5**  Continuation — The Financing Statement is still effective.
- 6**  Amendment — Financing Statement amended as set forth in Item 11. Signature of Debtor required at Item 12 unless amendment only changes name or address of either party.
- 7**  Release — Secured Party releases only the collateral described in Item 11.
- 8**  Termination — Secured Party no longer claims a security interest under the Financing Statement.
- 9**  Partial Assignment — Some of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11. A description of the collateral subject to the assignment is also set forth in Item 11.
- 10**  Full Assignment — All of Secured Party's rights under the Financing Statements have been assigned to the assignee whose name and address are set forth in Item 11.

**11** \*Liber 482/Page 472

**12** Necessary Only For Amendment. See Item 6.

|                              |                |
|------------------------------|----------------|
| _____<br>SIGNATURE OF DEBTOR | _____<br>TITLE |
| _____<br>SIGNATURE OF DEBTOR | _____<br>TITLE |

**13** Not valid until signed by Secured Party  
 AMERICAN NATIONAL BANK & TRUST COMPANY  
 OF CHICAGO  
 TYPE OR PRINT NAME OF SECURED PARTY OF RECORD  
 By: James P. Shen  
 SIGNATURE OF SECURED PARTY OF RECORD — TITLE  
 OR ITS REPRESENTATIVE

538 302

Anne Arundel Co. 10 MD

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271503

RECORDED IN LIBER 522 FOLIO 566 ON 2/4/88 (DATE)

1. DEBTOR

Name Total Contract Services, Inc  
Address 8219 Cloverleaf Dr. Millersville, MD 21109

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above RECORD FEE 10.00  
#301730 0777 R03 F14:09  
03/03/89

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

CHECK  FORM OF STATEMENT

|                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/><br/>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"/><br/>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input checked="" type="checkbox"/> XXXX<br/>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"/><br/>(Indicate whether amendment, termination, etc.)</p>                                                                                                  |

ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept  
1234 Market Street  
Philadelphia, PA 19107-3796  
(ph: 215-636-6291)

please send validated financing statements to:  
K. Bastian  
c/o Lesser & Kaplin, PC  
640 Six Sentry Parkway  
Blue Bell, PA 19422  
(ph: 215-828-2900)



Dated 8/29/88

B. Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

150

Anne Arundel Co, MD

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265252

RECORDED IN LIBER 506 FOLIO 255 ON 12/22/86 (DATE) 538 PAGE 303

1. DEBTOR

Name John H. Frank t/a J & J Printing Service

Address 26 Bowline Road, Severna Park, Md. 21146

2. SECURED PARTY

Name HOPKINS LEASING CORP.

Address 200 Hilton Plaza Baltimore, MD 21200 (ph: 301-484-8777)

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

3. Maturity date of obligation (if any)

CELE COPY OF STATEMENT

|                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/><br/>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"/><br/>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input checked="" type="checkbox"/> <b>X</b><br/>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"/><br/>(Indicate whether amendment, termination, etc.)</p>                                                                                                  |

Assigned To: Meritor Savings Bank - Commercial Leasing Department  
1234 Market Street  
9th Floor  
Philadelphia, PA 19107  
(215) 636-6281

RECORD FEE 10.00  
#301740 C777 R03 T14:09  
03/03/89



Dated 8/29/88

G. M. Stegman  
(Signature of Secured Party)

G. Stegman  
Type or Print Above Name on Above Line

1500

Arne Arundel Co.  
710  
10

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263776

RECORDED IN LIBER 502 FOLIO 548 ON 9/17/86 (DATE)

1. DEBTOR

Name TRAVELWORLD  
Address 53 McKensy Road, Silvern Park MD

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

RECORD FEE 10.00  
#301750 C777 R03 T14:10  
03/03/89

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

3. Maturity date of obligation (if any)

BL  
CLERK

CHECK  FORM OF STATEMENT

|                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>A. Continuation</b> <input type="checkbox"/><br/>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>                                                                                                                             | <p><b>B. Partial Release</b> <input type="checkbox"/><br/>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p><b>C. Assignment</b> <input checked="" type="checkbox"/> XXXX<br/>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>             | <p><b>D. Other:</b> <input type="checkbox"/><br/>(Indicate whether amendment, termination, etc.)</p>                                                                                                  |
| <p>ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept<br/>1234 Market Street<br/>Philadelphia, PA 19107-3796<br/>(ph: 215-636-6291)</p> <p>please, send validated financing statements to:<br/>K. Bastian<br/>c/o Lesser &amp; Kaplin, PC<br/>640 Six Sentry Parkway<br/>Blue Bell, PA 19422<br/>(ph: 215-828-2900)</p> |                                                                                                                                                                                                       |

Dated 8/29/88

B. Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

1500

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

538 PAGE 305 Anne Arundel Co. MD

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258624

RECORDED IN LIBER 490 FOLIO 154 ON 9/27/85 (DATE)

1. DEBTOR

Name Free State Press, Inc.  
Address 79 West Street Annapolis, Md. 21401

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

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

3. Maturity date of obligation (if any)

CHOOSE FORM OF STATEMENT

|                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/><br/>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"/><br/>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input checked="" type="checkbox"/><br/>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"/><br/>(Indicate whether amendment, termination, etc.)</p>                                                                                                  |

RECORD FEE 10.00  
#301760 C777 R03 T14:10  
03/03/89



Assigned To: Meritor Savings Bank - Commercial Leasing Department  
1234 Market Street  
9th Floor  
Philadelphia, PA 19107  
(215) 636-6281

Dated 8/29/88

L.M. Stegman  
(Signature of Secured Party)

G. Stegman  
Type or Print Above Name on Assignment Line

1500

# FINANCING STATEMENT

276458

BOOK 538 PAGE 306

|                                                                     |          |
|---------------------------------------------------------------------|----------|
| <input type="checkbox"/> TO BE RECORDED IN LANDS RECORDS (FIXTURES) | XXXXXXXX |
| <input type="checkbox"/> NOT SUBJECT TO REC. TAX                    | XXXXXXXX |
| <input type="checkbox"/> SUBJECT TO RECORDATION TAX                 | _____    |

LOAN AMOUNT \$ 1,300,000.00

DATE OF LOAN Feb 23, 1989

DEBTOR (S):  
HEB Equipment Company, Inc.

ADDRESS:  
449 N. Potomac Street

Hagerstown, MD 21740

TERMS:

FACE AMOUNT OF LOAN \_\_\_\_\_ DOLLARS  
( \$ \_\_\_\_\_ ) PAYABLE IN \_\_\_\_\_ CONSECUTIVE MONTHLY INSTALLMENTS OF \$ \_\_\_\_\_ EACH, THE FIRST OF WHICH IS DUE \_\_\_\_\_, 19\_\_\_\_.

SECURED PARTY (OR ASSIGNEE)

HAGERSTOWN TRUST COMPANY - ADDRESS: 83 WEST WASHINGTON STREET, HAGERSTOWN, MARYLAND

1. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY (THE COLLATERAL):  
SEE ATTACHED STATEMENTS

| YEAR | MAKE | MODEL | SERIAL NUMBER |
|------|------|-------|---------------|
|------|------|-------|---------------|

2. THE COLLATERAL PROPERTY IS AFFIXED OR TO BE AFFIXED TO 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)

HEB EQUIPMENT COMPANY, INC.

G. JEFFREY KERNS, PRESIDENT

SECURED PARTY (OR ASSIGNEE)

HAGERSTOWN TRUST COMPANY

BY Kevin L. Jacob

TYPE OR PRINT NAMES UNDER SIGNATURES

Hagerstown Trust Company  
P.O. Box 189  
Hagerstown, Maryland 21741-0189

11/80

RECORD FEE 11.00  
POSTAGE .50  
#301770 C777 R03 714:16  
03/03/89

HEB EQUIPMENT COMPANY, INC.  
JANUARY 31, 1989

538 PAGE 307

| RENTAL FLEET | MAKE     | MODEL      | SERIAL  |
|--------------|----------|------------|---------|
| P            | JLG      | YARD CRANE | 14ML    |
| P            | GROVE    | AMZ66      | 18125   |
| P            | GROVE    | SM2658     | 2650    |
| CH           | GROVE    | SM2658     | 2687    |
| P            | GROVE    | SM2658     | 2734    |
| CH           | GROVE    | SM2658     | 3182    |
| P            | GROVE    | SM2658     | 3183    |
| CH           | GROVE    | SM2658     | 3401    |
| P            | GROVE    | SM2658     | 13993   |
| P            | GROVE    | SM2634     | 14025   |
| CH           | GROVE    | SM2634     | 14026   |
| CH           | GROVE    | SM2634     | 14027   |
| CH           | GROVE    | SM2658     | 14028   |
| F            | GROVE    | SM2634     | 14104   |
| CH           | GROVE    | MSM25      | 711409  |
| CV           | SNORKEL  | TS-A60R    | 085382  |
| CV           | SNORKEL  | 50         | 86253   |
| CV           | HYSTER   | 18V        | 7420    |
| CV           | HYSTER   | V30        | PERINI  |
| CV           | HYSTER   | A66A       | 1708    |
| P            | HYSTER   | A66A       | 1710    |
| CV           | HYSTER   | V24        | 2544    |
| P            | HYSTER   | V30        | 3643    |
| CH           | HYSTER   | V30        | 3687    |
| P            | HYSTER   | 18V        | 7401    |
| P            | HYSTER   | 18V        | 7520    |
| P            | HYSTER   | 18V        | 7874    |
| CV           | PACCRAFT | 219SPEP    | 3800444 |
| P            | PACCRAFT | 220TM      | 4100230 |
| P            | SNORKEL  | UND33E     | 5090588 |
| CV           | SNORKEL  | UND41G     | 5090688 |
| P            | SNORKEL  | UND41E     | 5100688 |
| CV           | SNORKEL  | UND33G     | 5110688 |
| CH           | MAYVILLE | HH 24DC    | 7500376 |
| CV           | MAYVILLE | HH 24DC    | 7500377 |
| CV           | MAYVILLE | HH 24DC    | 7500379 |
| CV           | MAYVILLE | HH 24DC    | 7500380 |
| P            | MAYVILLE | HH 24DC    | 7500381 |
| CV           | MAYVILLE | HH 24DC    | 7500382 |
| CH           | MAYVILLE | HH 24DC    | 7500383 |
| CV           | MAYVILLE | HH 24DC    | 7500384 |
| F            | MAYVILLE | HH 24DC    | 7500433 |
| F            | MAYVILLE | HH 24DC    | 7500493 |
| F            | MAYVILLE | HH 24DC    | 7500494 |
| CV           | MAYVILLE | HH 24DC    | 7500495 |
| P            | GROVE    | 46A        | 13258   |
| CV           | PACCRAFT | 219AM      | 3900529 |
| P            | PACCRAFT | 219AM      | 3900530 |
| P            | PACCRAFT | 220TMII    | 4100581 |
| CH           | PACCRAFT | 220TMII    | 4100582 |
| CV           | PACCRAFT | 024DC      | 4400274 |
| P            | GROVE    | SM42RT     | 2200    |

| RENTAL FLEET | MAKE     | MODEL    | SERIAL  |
|--------------|----------|----------|---------|
| CV           | GROVE    | SM42RT   | 2207    |
| CV           | GROVE    | SM42RT   | 2691    |
| CV           | GROVE    | SM3270DF | 15140   |
| CV           | GROVE    | SM3270DF | 15276   |
| CV           | GROVE    | SM31RT   | 17913   |
| P            | GROVE    | SM31RT   | 17914   |
| CV           | GROVE    | SM31RT   | 17915   |
| CH           | GROVE    | SM31RT   | 17916   |
| P            | GROVE    | SM42RT   | 18100   |
| P            | GROVE    | SM42RT   | 18101   |
| F            | GROVE    | SM42B    | 306100  |
| F            | GROVE    | SM42RT   | 310031  |
| CH           | GROVE    | SM42RT   | 310053  |
| CV           | GROVE    | SM42RT   | 310054  |
| CH           | GROVE    | SM42RT   | 310061  |
| CV           | GROVE    | MZ36     | 807158  |
| P            | GROVE    | MZ36     | 807159  |
| CV           | GROVE    | MZ36     | 807162  |
| P            | GROVE    | MZ40     | 810240  |
| P            | GROVE    | MZ40     | 810262  |
| P            | PACCRAFT | 219AM    | 3900510 |
| P            | PACCRAFT | 219AM    | 3900511 |
| P            | PACCRAFT | 219AM    | 3900512 |
| CH           | PACCRAFT | 219AM    | 3900513 |
| CV           | PACCRAFT | 219AM    | 3900531 |
| F            | PACCRAFT | 219AM    | 3900532 |
| P            | PACCRAFT | 024DC    | 4400346 |
| CV           | PACCRAFT | 024DC    | 4400347 |
| CH           | PACCRAFT | 024DC    | 4400348 |
| P            | HYSTER   | V24      | 2576R   |
| CV           | HYSTER   | V30      | 3779R   |

TOTAL RENTAL FLEET

OTHER EQUIPMENT

- 1985 TRAIL KING 45' FLATBED TRAILER  
S/N 1TFA04822FM126811
- 1986 GMC TRACTOR T69F064  
S/N 160TFF4076V535265
- 1985 GMC T38C048  
S/N 16M08C1Y3FV629257
- 1986 FORD E350 PICKUP  
S/N 1FD0E37H50H881507
- 1986 FORD RANGER 4x4  
S/N 1FTCR15T16P859517
- 1986 FORD E350 VAN  
S/N 1FD0E37H10H872216
- 1986 FORD AEROSTAR VAN  
S/N 1FTDA140D0V2624777
- 1986 FORD AEROSTAR VAN  
S/N 1FTDA140D0V2828909
- TELEPHONE & FIRE ALARM SYSTEM  
TELEPHONE - INATSU OMEGA IV EX-224171646  
S/N 4184888 & 4184787
- FIRE ALARM SYSTEM - NAFCO FIRE ALARM SYST  
S/N 850-000-545 WITH ACCESS AND ATTACHMENT
- 1985 MERCURY LYNX  
S/N 1ME8P8525FT600226
- ROLLBACK TRUCK  
HTC HAS INFO ON EQUIPMENT
- COMPUTER EQUIPMENT  
HTC HAS INFO ON EQUIPMENT
- 1986 CHEVY S-10 PICKUP  
16CCS14B2D2100283
- 1985 FORD F-150 TRUCK  
1FTDF15YNA17566

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240806

RECORDED IN LIBER 444 FOLIO 575 ON December 14, 1981 (DATE)

1. DEBTOR

Name Paul C. & Lynne P. Evans  
Address 327 Beach Drive, Annapolis Md 21403

2. SECURED PARTY

Name First Pennsylvania Bank, N.A.  
Attn: CLDU-1500 Chestnut Street, Centre Square West Concourse  
Address P.O. Box 7558, Philadelphia, Pa. 19101-7558

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

3. Maturity date of obligation (if any)

|                                                             |                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                          |
|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT | <p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>                                                                                                 | <p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
|                                                             | <p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>                                                                                                  |
|                                                             | <p>RECORD FEE 10.00<br/>POSTAGE .50<br/>#301780 CTT R03 T14:17<br/>03/03/89</p>                                                                                                                                                                                                                         |                                                                                                                                                                                                          |
|                                                             | <p>BL<br/>CLERK</p>                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                          |

Dated FEB 2 1989

First Pennsylvania Bank, N.A.  
*James Jackson*  
(Signature of Secured Party)  
James Jackson, ADMO  
Type or Print Above Name on Above Line

1989 FEB -6 P 8:52

158

276459

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)

Smith, Thomas L.  
Smith, Margaret L.  
6 Peabody Ct. Apt. F  
Baltimore, Md. 21234

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

First National Bank of Everett Pa.  
140 E. Main St.  
Everett, Pa. 15537

3.  The Debtor is a transmitting utility

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

RECORD FEE 12.00

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

Zenith TV Serial No. 89116490059  
Receiver Serial No. 85008311

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

POSTAGE CK .50  
#301800 C777 R03 T14:18  
03/03/89

Products of the Collateral are also covered.

8. Describe Real Estate Here:

Not Subject to Recordation Tax

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

9. Name of a Record Owner

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

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction.  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State.

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

By *Thomas L. Smith*  
Thomas L. Smith  
Signature(s) of Debtor

First National Bank of Everett, Pa.

By *Donald Stewart*  
Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

(1) FILING OFFICE COPY - NUMERICAL (5-83)

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

276460

538 310

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

1. Debtor(s) (Last Name First) and address(es) Lessee  
Mercantile Safe Deposit & Trust Company  
742 Old Hammonds Ferry Road  
Linthicum, MD 21090

2. Secured Party(ies) and address(es) Lessor  
Comdisco, Inc.  
611 North River Road  
Rosemont, IL 60018  
SL34551

3. Maturity date (if any):

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

RECORD FEE 11.00  
POSTAGE .50  
#301810 0777 R03 114:18  
CK 03/03/89

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

Comdisco, Inc. is Lessor and Mercantile Safe Deposit & Trust Company is Lessee subject to the terms and conditions of the Master Lease Agreement dated 3/7/83 and Equipment Schedule No. 22 dated 8/3/88 for the following equipment: See attached Equipment List.

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

This filing for notice purposes only to evidence a true lease.  
No recordation tax is applicable.

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

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered.

Filed with: Anne Arundel County Clerk - MD

No. of additional Sheets presented:

Mercantile Safe Deposit & Trust Company

By: *Kenneth E. Lumphin* 9/7/88  
Signature(s) of Debtor(s) Lessee  
KENNETH E. LUMPHIN V.P.

Comdisco, Inc.

By: *Cheryl Bowen*  
Signature(s) of Secured Party(ies) Lessor  
Manufacturing Administrator

1. FILING OFFICER COPY—ALPHABETICAL

STANDARD FORM - FORM UCC-1  
1750

EXHIBIT A

EQUIPMENT SCHEDULE NO. 22 DATED AS OF August 3, 1988  
 TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")

LESSEE: Mercantile Safe Deposit & Trust Company  
 Address for Legal Notices:  
 742 Old Hammonds Ferry Road  
 Linthicum, MD 21090

LESSOR: COMDISCO, INC.  
 Address for All Notices:  
 6111 North River Road  
 Rosemont, Illinois 60018  
 Attn.: Operations Lease Administrator

Attn.: Ken Lumpkin

Address for Other Correspondence:  
 Same as above

Attn.:

Location of Equipment:  
 Same as above

Initial Term/  
 Months: 48 months

EQUIPMENT (as defined below):

| Item No. | Qty. | Machine/Feature                                                           | Description                                                                                                                                                           | Serial Number | Monthly Rent  |
|----------|------|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|
| 1.       | 1    | 3090-300E<br>1590<br>5128<br>3850<br>7330<br>6851<br>6852<br>6853<br>9902 | Processor<br>Console Table<br>First 128 MB Exp. Stor<br>Chnl. Group, 1st Add'l 8<br>Expansion Frame<br>PR/SM Feature<br>PR/SM Feature<br>PR/SM Feature<br>3480 Attach | 71236         |               |
| 2.       | 1    | 3092-001                                                                  | Processor Controller                                                                                                                                                  | 71191         |               |
| 3.       | 1    | 3097-001                                                                  | Power & Coolant Dist.<br>Unit                                                                                                                                         | 71236         |               |
| 4.       | 2    | 3370 A02                                                                  | DASD                                                                                                                                                                  | P2605, P2684  |               |
| 5.       | 1    | 3864-2<br>5801                                                            | Modem<br>Auto-call unit feature                                                                                                                                       | 72092         |               |
| 6.       | 2    | 3180-145                                                                  | Display Station                                                                                                                                                       | EF877, EF887  |               |
|          |      |                                                                           |                                                                                                                                                                       |               | \$ 118,700.00 |

- Feature 1590 for 3090 #71236 has been deleted from Schedule 22, the 3097/001 #71236 has been amended to 3097/002 #71236, and (1) feature 8150 has been added to each 3370/A02.

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 \$40,000.00

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 SAFETY CHECK, INC. T/A SCI AUTO PARTS III  
Name \_\_\_\_\_  
Address 7563 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY TWO "G"EES, INC. T/A PENNWAY AUTO PARTS  
Name \_\_\_\_\_  
Address 12607 Millstream Drive, Bowie, Maryland 20715

JERRY S. SOPHER, ESQUIRE, 913 SOUTH CHARLES STREET, BALTIMORE, MD. 21201  
Person And Address To Whom Statement Is To Be Returned If Different From Above

February 21, 1994

RECORD FEE 14.00  
RECORD TAX 280.00  
#301820 C777 R03 T14:19  
03/03/89

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

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

See Schedule "A" (Sheets 1 and 2) attached hereto and made apart hereof.

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SAFETY CHECK, INC. T/A SCI AUTO PARTS III

BY: William Emmart  
(Signature of Debtor)

William Emmart, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TWO "G"EES, INC. T/A PENNWAY AUTO PARTS

BY: Charles J. Garner  
(Signature of Secured Party)

Charles J. Garner, President

Type or Print Above Name on Above Line

14.00  
280.00

## SCHEDULE "A"

Sheet 1 of 2

All fixtures, furniture, licenses, machinery, equipment, permits, now owned, together with all replacements thereof, all attachments, accessories, parts equipment and all tools belonging thereto or for use in connection therewith. All inventory, raw materials, works in progress and supplies now owned or hereafter acquired. All accounts receivable, contract rights, chattel paper and general intangibles now or hereafter owned, existing, created and acquired, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give use to an account or the chattel paper, all of the aforementioned being located or to be located at 7563 Ritchie Highway, Glen Burnie, Maryland, 21061, and known as Pennway Auto Parts.

JSS:av/1848V

## SCHEDULE "A"

Sheet 2 of 2

3 Freestanding Gondolas with shelving, double sided (2-15 ft., 1-9 ft.).

5 Gondola End Caps.

22 8 x 4 Wall Pegboard Units, with bottom shelf, illuminated.

12 ft. Counter with steel shelves (stationary).

4' x 3' x 2' Counter (moveable).

Sanyo Electronic Cash Register.

NCR Mechanical Cash Register

12 ft. glass enclosed display cabinet with shelves and enclosed storage area.

4 ft. illuminated catalog rack.

Std. 3 ft. catalog rack.

All Steel Shelving behind counter and in storage areas including shelving and pipe hanging racks in garage area.

Approx. 8' x 5' double faced, illuminated sign hanging on a steel pole adjacent to the parking lot. (Pole belongs to the Landlord)

Keystone Air Compressor.

Blackhawk Air Jack - 1-1/2 Ton.

Big Four Tire Changer.

Bubble Balancer.

9 ft. Wood Work Bench with Vise.

Wooden Desk.

All Display Racks in use or otherwise.

JSS:av/1849V

276462

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)<br>WAINO EMIL ARVO<br>96B MARYLOU DRIVE<br>LOTHIAN, MARYLAND 20711                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | 2 Secured Party(ies) Name(s) and Address(es)<br>ACCENT MOBILE HOMES<br>7401 MOORE ROAD<br>BRANDYWINE, MARYLAND 20613                                                                                                      |  | 3 <input type="checkbox"/> The Debtor is a transmitting utility                                                                                                                                                                                                                                             |  |
| 5 This Financing Statement covers the following types (or items) of property:<br>1979 70 X 14 TORCH<br>To include all furniture, fixtures, appliances, and appurtenances therein and thereto including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement.                                                                                                                                                                                                                                                                                                                                                 |  | 6 Assignee(s) of Secured Party and Address(es)<br>Crescent Financial, Inc.<br>1623 Forest Drive Suite 201<br>Annapolis, MD 21401 03/03/89                                                                                 |  | 4 For Filing Officer Date Time No Filing Office<br>RECORD FEE 11.00<br>POSTAGE <i>OK</i> .50<br>#301230 0777 R03 T14:20                                                                                                                                                                                     |  |
| 8 Describe Real Estate Here                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | 9 Name of a Record Owner                                                                                                                                                                                                  |  | 7 <input type="checkbox"/> The described crops are growing or to be grown on *<br><input type="checkbox"/> The described goods are or are to be affixed to *<br><input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on *<br>*(Describe Real Estate in Item 8.) |  |
| 10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)<br><input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or<br><input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or<br><input type="checkbox"/> as to which the filing has lapsed, or<br>already subject to a security interest in another jurisdiction:<br><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:<br><input type="checkbox"/> Consignee(s) and Consignor(s), or<br><input type="checkbox"/> Lessee(s) and Lessor(s). |  |                                                                                                                                                                                                                                                                                                             |  |

WAINO EMIL ARVO *X Waino Emil Arvo* Crescent Financial, Inc.  
By \_\_\_\_\_ Signature(s) of Debtor(s) By *Rebra L Naughee* Signature(s) of Secured Party(ies)  
(1) Filing Officer Copy - Numerical (Required only if Item 10 is checked.)  
STANDARD FORM--FORM UCC-1--Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14928

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1526.41

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

This financing statement Dated 2-22-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CLAY D. STEWART
Address 468 glemmar rd. A 3 GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997
GLEN BURNIE, MD. 21061

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50

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

#301840 C777 R03 714:20
03/03/89

3. Maturity date of obligation (if any)

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

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY,
4 pc. BEDROOM SET, 1 COCKTAIL TABLE

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK THE LINES WHICH APPLY

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

Signature of Debtor

CLAY D. STEWART
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

GINA JORDAN ADMIN. ASST.
Type or Print Above Signature on Above Line

14.50

This STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code:

|                                                                                                                                                      |                                                                                                                           |                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Debtor(s) (Last Name First) and address(es)<br><b>Gould Inc.<br/>Defense Electronics Division<br/>6711 Baymeadow Drive<br/>Glen Burnie, MD 21061</b> | Secured Party(ies) and address(es)<br><b>First National Bank of Cicero<br/>6000 West Cermak Road<br/>Cicero, IL 60650</b> | For Filing Officer (Date, Time, Number, and Filing Office)<br><b>RECORD FEE 10.00<br/>#301850 0777 R03 T14:21<br/>03/03/89</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|



This Statement refers to original Financing Statement No. 264445 Book 504 Page 353

Date filed: Nov. 3, 19 86 Filed with County Recorder, Anne Arundel  
County, ~~XXXXXX~~ Maryland

- A.  CONTINUATION . . . . . The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B.  PARTIAL RELEASE . . . . . From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C.  ASSIGNMENT . . . . . The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.
- D.  TERMINATION . . . . . The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E.  AMENDMENT . . . . . The financing statement bearing the above file number is amended.
  - To show the Secured Party's new address as indicated below;
  - To show the Debtor's new address as indicated below;
  - As set forth below;

Gould, Inc. (Signature of Debtor if required) (Debtor) First National Bank of Cicero (Secured Party)  
 Dated: December 14, 19 88 By: Thomas W. Harazin (Signature of Secured Party)  
Thomas W. Harazin, Comm'l Loan Officer

Filing Officer Copy - Alphabetical

# Butler Leasing Company

BOOK: 538 PAGE 318

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

This Statement Refers To Original Statement, Identifying File No. 248063

Recorded in Libre 463 Folio 386 On 7/11/83

LESSEE/OBLIGOR: Belair International Inc.  
1320 Defense Highway  
Gambrills, Md. 21054

LESSOR/SECURED PARTY: Butler and Company, Inc.  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

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

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

C.        PARTIAL RELEASE: (See Below)

D. XXX TERMINATION

RECORD FEE 10.00  
POSTAGE .50  
#301860 C777 R03 T14:22  
03/03/89

CK

LESSEE/OBLIGOR

LESSOR/SECURED PARTY

Butler and Company, Inc.

BY:

BY:

Deborah Scherr

PRINT NAME & TITLE:

Deborah Scherr - Credit Manager

FILING OFFICER: Please record and return to:

American Urethane  
1320 Defense Highway  
Gambrills, Md. 21054

D-13-01 REV. 11/88

1550  
41 - February 1, 1989:

# Butler Leasing Company

BOOK 538 PAGE 319

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

This Statement Refers To Original Statement, Identifying File No. 250 296

Recorded in Libre 469 Folio 74 On 1/5/84

LESSEE/OBLIGOR: Belair International Inc.  
1320 Defense Highway  
Gambrills, Md. 21054

LESSOR/SECURED PARTY: Butler and Company, Inc.  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

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

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

C.      PARTIAL RELEASE: (See Below)

D. XXX TERMINATION

RECORD FEE 10.00  
POSTAGE .50  
#301870 0777 R03 T14:22  
03/03/89

CK

LESSEE/OBLIGOR

LESSOR/SECURED PARTY

Butler and Company, Inc.

BY:

BY:

Deborah Scherr

PRINT NAME & TITLE:

Deborah Scherr - Credit Manager

FILING OFFICER: Please record and return to:

American Urethane  
1320 Defense Highway  
Gambrills, Md. 21054

D-13-01 REV. 11/88

41 - February 1, 1989:  
185

# Butler Leasing Company

BOOK: 538 PAGE: 320

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

This Statement Refers To Original Statement, Identifying File No. 253257

Recorded in Libre 476 Folio 299 On 8/10/84

LESSEE/OBLIGOR: Belair International Inc.  
1320 Defense Highway  
Gambrills, Md. 21054

LESSOR/SECURED PARTY: Butler and Company, Inc.  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

- A.        ASSIGNMENT: The Secured Party certifies that it has assigned to the Assignee whose name and address is shown below Secured Party's rights under the Financing Statement whose file number is shown above and the property covered by it.
- B.        AMENDMENT: The Financing Statement bearing the file number shown above is amended as follows: (See Below)
- C.        PARTIAL RELEASE: (See Below)
- D. XXX TERMINATION

RECORD FEE 10.00  
POSTAGE .50  
#301990 0777 R03 T14:22  
03/03/89

LESSEE/OBLIGOR

LESSOR/SECURED PARTY

Butler and Company, Inc.

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

BY: Deborah Scherr

PRINT NAME & TITLE: \_\_\_\_\_

Deborah Scherr - Credit Manager

FILING OFFICER: Please record and return to:

American Urethane  
1320 Defense Highway  
Gambrills, Md. 21054

D-13-01 REV. 11/88

155-41 - February 1, 1989:

# Butler Leasing Company

BOOK 538 PAGE 321

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

This Statement Refers To Original Statement, Identifying File No. 245012

Recorded in Libre 456 Folio 61 On 11/15/82

LESSEE/OBLIGOR: Belair International Inc.  
1320 Defense Highway  
Gambrills, Md. 21054

LESSOR/SECURED PARTY: Butler and Company, Inc.  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

- A. \_\_\_\_\_ ASSIGNMENT: The Secured Party certifies that it has assigned to the Assignee whose name and address is shown below Secured Party's rights under the Financing Statement whose file number is shown above and the property covered by it.
- B. \_\_\_\_\_ AMENDMENT: The Financing Statement bearing the file number shown above is amended as follows: (See Below)
- C. \_\_\_\_\_ PARTIAL RELEASE: (See Below)
- D. XXX TERMINATION

RECORD FEE 10.00  
POSTAGE .50  
#301890 C777 R03 T14:22  
03/03/89

LESSEE/OBLIGOR

LESSOR/SECURED PARTY

Butler and Company, Inc.

BY:

BY:

Deborah Scherr

PRINT NAME & TITLE:

Deborah Scherr - Credit Manager

FILING OFFICER: Please record and return to:

American Urethane  
1320 Defense Highway  
Gambrills, Md. 21054

D-13-01 REV. 11/88

41 - February 1, 1989:

158

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274484

RECORDED IN LIBER 532 FOLIO 53 ON 9-9-88 (DATE)

1. DEBTOR

Name Cherry Hill Construction  
Address 8170 Mission Road, Jessup, MD 20794 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. of Secorp National, Inc.  
Address 1400 Joh Avenue, Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above  
RECORD FEE 1.00  
RECORD FEE  9.00  
POSTAGE .50  
#301900 C777 R03 T14+23  
03/03/89

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

|                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>A. Continuation</b> <input type="checkbox"/><br/>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>                                                                                                 | <p><b>B. Partial Release</b> <input type="checkbox"/><br/>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p><b>C. Assignment</b> <input type="checkbox"/><br/>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p><b>D. Other:</b> <input checked="" type="checkbox"/><br/>(Indicate whether amendment, termination, etc.)<br/><b>Termination</b></p>                                                                |
| <p>ONE (1) L/A A922 Rubber Tired Excavator SN 2155</p>                                                                                                                                                                                                                                               |                                                                                                                                                                                                       |

155

Dated February 22, 1989

State Eq., Div. Secorp Natioal, Inc.

Joan M. Pressimone  
(Signature of Secured Party)

Joan M. Pressimone, Br. Sec.

Type or Print Above Name on Above Line

FINANCING STATEMENT

FORM UCC-1

Identifying File No.

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

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

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

This financing statement Dated 2/3/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dr. Anthony Boyd DDS
Address 914 Bay Ridge Rd. Ste 131

2. SECURED PARTY

Name Banc One Leasing
Address 600 Parsippany Rd.
Parsippany, NJ 07054

RECORD FEE GK 13.00
#301910 C777 R03 T14:24
03/03/89

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 Catellini Area 4-A Dental Unit SN 8 HBN
"This is a true lease"

Name and address of Assignee

"Par#8 Lessee authorizes HCL to insert in this lease and in any filings. The serial #'s of the equipment and to sign lessee's name in any filings"

C# 79875

L#92810

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dr. Anthony Boyd DDS

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Banc One Leasing

(Signature of Secured Party)

Type or Print Above Signature

13

# LEASE APPLICATION AND AGREEMENT

BOOK: 538 PAGE 324

|                                                                              |                                                                                                   |   |                                               |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---|-----------------------------------------------|
| <b>Lessee</b><br>Name<br>Address<br>(Include County<br>& Zip Code)<br>Attn.: | [ Dr. Anthony Boyd D.D.S.<br>914 Bay Ridge Rd. Suite 131<br>Annapolis, MD. 21403<br>Att: Dr. Boyd | [ | [ Deliver to (if other than Lessee's address) |
| <b>Lessor</b><br>Name<br>Address<br>Tel. No.                                 | [ ALPINE CAPITAL GROUP<br>325 Elmwood Avenue<br>East Orange, New Jersey 07018                     | [ | [ SAME                                        |

| Quantity | Description: Model No., Catalog No., or other identification, including Serial No. |
|----------|------------------------------------------------------------------------------------|
| 1        | Castellini AREA 4-A Dental Unit                      S/N 8HBN                      |

| Minimum Term  | Payments until Termination or Annual Renewal | Annual Renewal Payment                                                                                                                     | Security Deposit                        |
|---------------|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| No. of Months | Amt. of each Payment                         | When Payable                                                                                                                               |                                         |
| A    60       | B    \$ 628.70 + tax                         | When <input checked="" type="checkbox"/> Monthly<br>Payable <input type="checkbox"/> Quarterly<br>Check One <input type="checkbox"/> Other | C    \$                      \$ 2500.00 |

For additional provisions see annexed addendum (check box if applicable  and attached addendum).

The undersigned Lessee applies to Lessor for a lease of the above described items ("equipment") for commercial purposes only. For good and valuable consideration, including processing this application, Lessee will not cancel this application. If Lessor accepts, Lessee agrees to hire from Lessor, and Lessor agrees to lease to Lessee, the equipment, on all the terms hereof, including the Terms and Conditions set forth below Lessee's signature and/or on the reverse side hereof. It is understood and agreed that Lessor does not warrant merchantability or fitness for any particular use of equipment and disclaims any other warranty, express, implied or statutory.

Alpine Capital Group  
 Lessor  
 By [Signature]  
 Authorized Signature  
1-18-89  
 Date

Dr. Anthony Boyd D.D.S.  
 Lessee  
 By X [Signature]  
 Name                      Title  
[Signature]                      1-18-89  
 Date / Witness

(See Reverse Side For Terms and Conditions)

## TERMS AND CONDITIONS

1. It is understood and agreed that the Lessor intends to assign and transfer this lease and/or the ownership of the equipment covered hereby and that Lessee in accordance with the terms of this lease shall pay the Assignee all rents, charges and other amounts due under the lease as and when due without deduction or offset as directed by Assignor or Assignee notwithstanding any claim Lessee may have against Lessor or with respect to the equipment or the lease. In the event of any such assignment the Assignee shall have all the rights of Lessor hereunder. Lessee further authorizes the Lessor and Assignee to investigate Lessee's credit capacity, credit-worthiness and history. Lessee also acknowledges and agrees that Lessor and its representatives are not agents of the Assignee and that Lessor's representatives cannot waive, vary or alter the Terms and Conditions of this lease or Lessee's duty to pay the Assignee. Lessee further acknowledges that (a) Lessee has selected the equipment contemplated to be leased hereunder, (b) Lessee leases the equipment as-is, (c) Lessor makes no representation or warranty of any kind, express or implied, with respect to the equipment, its merchantability or fitness for any particular purpose or use, and (d) lease payments will be due despite dissatisfaction with equipment for any reason.
2. This lease will commence upon delivery of at least one half the equipment to Lessee and will continue for the minimum number of months specified in "A" above, and month to month thereafter. The rent is specified in "B" above. Effective any time after the minimum term, either party may terminate by thirty (30) days prior written notice to the other, and Lessee may extend the term for one year for the rental specified in "C" above. In order to terminate or renew, Lessee must mail written notice thereof to Lessor at least thirty (30) days prior to its effective date. Upon termination for any reason, Lessee must immediately return the equipment to Lessor at Lessee's expense.
3. Time is of the essence for payments due hereunder. Lessee will make all payments on the first day of each period of payment specified. Lessee will pay the lesser of \$10.00 or 3% of the amount overdue as a late charge for any payment more than ten (10) days overdue, plus interest from the due date at the highest legal contract rate or 18% per annum, whichever is less. Lessee will pay all charges for packing, delivery and, when Lessor is entitled to possession, redelivery to Lessor including costs of set-up and dismantlement. Lessee will obtain and maintain at its expense all required, customary or appropriate licenses, titles, registrations and permits reflecting Lessor or Lessor's Assignee as owner. If Lessor or its Assignee pays for such items, Lessee will reimburse Lessor or its Assignee, as appropriate.
4. Lessee will promptly pay to the taxing authority, when due, or promptly pay Lessor as additional rent, if Lessor pays, all Federal, State and local taxes including excise, sales, use and personal property taxes, assessments, fees and penalties arising from the acquisition, use, ownership or leasing of the equipment.
5. Lessee acknowledges that the equipment was selected and will be maintained solely by Lessee or its contractors, and that Lessor, unless expressly provided otherwise, has made no representation as to age or condition of the equipment. If, within five (5) business days after delivery of the equipment, Lessee has not given Lessor written notice of objection thereto, Lessee shall be deemed to have accepted the equipment as satisfactory in all respects. Lessor will not be liable for any loss, cost or damage to Lessee or others arising from defects, negligence, delays, failure of delivery or non-performance of the equipment. Any undertaking by the manufacturer or vendors, which is assignable, is herewith assigned to Lessee by Lessor without recourse. Such undertaking will not release Lessee from its obligations to Lessor or its Assignee to make payment and to keep, maintain, and surrender the equipment in good condition.
6. Lessee will keep the equipment at the above Delivery Address in Lessee's sole and absolute control, or such other location consented to in advance in writing by Lessor, free and clear of any liens, levies and encumbrances, other than in favor of any financial institutions which from time to time provide financing of the price to Lessor or as otherwise set forth herein. If the equipment consists of movables, the Lessee's obligation hereunder is satisfied if the equipment is principally garaged, hangared or docked at the Delivery Address and is operated solely within the Continental United States or its territorial waters. Lessee will keep and maintain the equipment in a careful, proper manner, in good order, condition and appearance, reasonable wear and tear excepted and shall permit the equipment to be used only by Lessee, its employees or in the case of passenger vehicles, members of their household, who are fit and properly licensed operators of such equipment and not for the transport of hazardous materials or contraband. Lessee will not modify the equipment unless in accordance with a recommendation by the manufacturer, without the prior consent of Lessor. If Lessor is notified by the manufacturer that any part of the equipment contains a possible defect or other possible unsafe condition, Lessor will pass on the initial notification to Lessee at the Delivery Address shown above. Lessee waives the giving of any further notifications by Lessor with respect thereto. If Federal, State or local law, rule or regulation requires installation of additional accessories or requires any other modification of the equipment, Lessee will purchase such accessories and make such modification or installation at its expense. They will become part of the equipment, subject to all the terms hereof.
7. Prior to delivery of any part of the equipment, Lessee will purchase at full coverage, not co-insurance, primary and not excess and maintain in full force and effect at its expense, on standard forms of policies for the same, insurance against fire, theft and other casualties customarily covered by owners of like property, which in the case of vehicles will include full comprehensive and collision, and insurance against liability for injury, loss or damage to persons or property arising out of ownership, possession or use of the equipment, to limits customarily maintained by owners of like property including no fault coverage where applicable. The following minimum insurances will be maintained against personal injury including death and property damage for (a) Truck, tractor, trailer or other heavy equipment \$1,000,000 single limit; (b) Passenger cars, \$500,000 each person and \$1,000,000 each accident for bodily injury or death and \$100,000 for property damage; (c) Aircraft, \$10,000,000 single limit. Insurance may be subject to customary deductible amounts not in excess of \$100 per incident. Prior to delivery, Lessee will provide to Lessor, certificates of such insurance from carriers reasonably satisfactory to Lessor, naming Lessor and its Assignee and/or any institution financing the purchase as insureds, non-cancellable except on thirty days prior written notice to Lessor and its Assignee. If not provided, Lessor may purchase such insurances as it deems appropriate, premiums to be added to the rent, or charge as additional rent. Its standard fees for assumption of any such insurance risk.
8. Lessee will indemnify, defend by counsel approved by Lessor, and hold Lessor, its affiliates and Assignees, their officers, agents and employees harmless from and against all loss, liability and expense, including reasonable attorney's fees (including costs of a successful defense) for claims for bodily injury, including death, or property damage, or for any alleged violation of any law, ordinance, rule, regulation or decree, arising from the purchase, delivery, installation, operation, ownership, maintenance, use, malfunction or interruption in service of the equipment. Lessee will also indemnify, defend and hold Lessee's Assignee harmless from and against all such loss liability and expense for any alleged violation of rights of others, including contract, patent or industrial property rights. Lessor may participate in such litigation or proceeding through its own attorneys, at its own expense.
9. Lessee's rights and obligations under this lease are personal and non-assignable. Each Lessee named herein shall be jointly and severally liable. The equipment may not be used by others, under sublease or otherwise. Lessee acknowledges that its interest in the equipment is subordinate to the ownership of Lessor. Lessee will affix on the equipment appropriate plates or labels identifying the equipment as the property of Lessor, maintain the identification at all times, and replace it in kind, if it becomes defaced or destroyed. Lessee will not assign, transfer, pledge or mortgage this lease or any part of the equipment. Lessor may sell, assign, transfer, pledge or mortgage as security its rights under this lease and its ownership in the equipment. Lessor will have the right to enter Lessee's premises at reasonable times in the presence of Lessee to inspect the equipment. Lessee authorizes Lessor, its successors, assigns, and lenders to Lessor, to file a copy of this lease as a financing statement for the equipment and will execute other documents for filing or recordal as requested, and pay the fees therefor. Such filings are not intended to imply that this lease is not a true lease, but are done solely to make moot any claim that this agreement is something other than a true lease. The equipment is, and at all times will remain personal property, even if affixed to any land or building. Lessee authorizes Lessor to insert in this lease, and in any filings, the serial number(s) of the equipment and to sign Lessee's name in any filings as its attorney-in-fact.
10. The rent provided for herein for the minimum term, including arrears, shall at Lessor's option become immediately due and payable and Lessor may immediately terminate Lessee's right to possession, enter upon its premises and retake the equipment upon any of the following occurrences: Lessee's failure to make any overdue payment within seven (7) days after written demand from Lessor, failure to cure any other default within thirty (30) days of notice and demand to cure, any attempt to attach, take, levy upon or detain Lessee's property or the equipment, commencement of any insolvency action by or against Lessee such as a general assignment for the benefit of creditors, petition under a bankruptcy law or the appointment of a receiver or trustee. Expenses of retaking and collection including court costs and reasonable attorney's fees will constitute additional rent. The right to retake peaceably and by process is in addition to any other rights or remedies available to Lessor and shall not be deemed to be an election of rights or remedies. In the event of the filing of a petition under a bankruptcy law by or against Lessee any payments made by Lessee within forty-five (45) days prior to the date thereof will, at Lessor's option, be deemed applied to unpaid lease charges accruing within such time period.
11. This is the entire Agreement between the parties and may not be amended, discharged or terminated except in writing by the party to be bound.
12. Notices to Lessor, or following the assignment, to Lessee's Assignee shall be mailed First Class Postage Prepaid, in care of the Vice President to the Lessee's or Assignee's address, as appropriate, and to the Lessee at the Delivery Address, unless changed by notice given to the other party in the manner herein provided.
13. Lessor may apply the security deposited to any overdue sum at any time, and on termination of this lease and fulfillment of all terms and conditions thereof by Lessee, Lessor will return the unapplied balance thereof to the Lessee.
14. Under no circumstances should Lessor be liable for Lessee's indirect, special or consequential damages arising directly or indirectly out of this lease, the equipment covered hereby or the assignment.

(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 Aerosol Monitoring & Analysis, Inc. (Name or Names) 1341 Ashton Road - Suite A - Hanover, Maryland 21076 (Address) CFSL 3247

LESSEE (Name or Names) (Address)

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

3. ASSIGNEE (if any) of LESSOR Chesapeake Federal Savings and Loan Association 2001 E. Joppa Road (Name or Names) Baltimore, Maryland 21234 (Address)

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

- (1) BD-8510 Toshiba Copier
(1) TF-111 Facsimile

RECORD FEE 11.00
POSTAGE .50
#301920 C777 R03 T14:25
03/03/89

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

LESSEE Aerosol Monitoring & Analysis, Inc.
By: Nash O. Thompson, Jr., Ph.D., GEN MGR. (Title) General Mgr.
(Type or print name of person signing)
By: (Title)
(Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly, Manager (Title)
Brian G. Connelly
(Type or print name of person signing)
Return to:
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

Handwritten initials 'N.S.'

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)

Ferrell S Edward  
Ferrell Lee  
41 St. Andrews Road  
Severna Park MD 21146

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

Jordan Kitts Music  
9520 Baltimore Blvd.  
College Park, MD 20740

3. Maturity date (if any):

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

RECORD FEE 12.00  
#301930 0777 R03 T14:26  
03/03/89

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

One new grand piano and bench.  
Kawai Model GS 60 Ebony Satin  
Serial # 1778862

This financing statement is not subject to the recordation of taxes. This financing statement secures a/an installment purchase or secured party seller.

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

Chrysler First Fin. Svcs.  
12500 Fair Lks Cr, #250  
Fairfax, VA 22033

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 Clerk of the Circuit Court

By: Mr. S Edward Ferrell  
Mrs. Lee Ferrell  
Signature(s) of Debtor(s)

CHRYSLER FIRST FINANCIAL SERVICES CORP.  
By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

FINANCING STATEMENT

FORM FCC-1

538

PAGE 328

Identifying File No.

276467

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

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

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

This financing statement Dated ~~XXXXXX~~ 9/14/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Watts Electrical Services, Inc.

Address 8375 Jumpers Hole Rd., Millersville, MD 21108

2. SECURED PARTY

Name The Riggs National Bank of Maryland

Address 5515 Security Lane

Rockville, MD 20852

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

3. Maturity date of obligation (if any)

RECORD FEE 11.00

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

POSTAGE .50

#301980 0777 R03 714:29

03/03/89

SEE ATTACHED

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Watts Electrical Services, Inc.

*Paul A. Watts*  
(Signature of Debtor)

Paul A. Watts, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Shirley Mascaro*  
(Signature of Secured Party)

Shirley Mascaro, A.V.P.

Type or Print Above Signature on Above Line

11/8

ATTACHMENT

WATTS ELECTRICAL SERVICES, INC.

All rights I have now or may have in the future to the payment of money including, but not limited to:

(a) Payment for goods sold or leased for for services rendered, whether or not I have earned such payment by performance; and

(b) Rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.

The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

STATEMENT OF TERMINATION OF FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the financing statement records of Anne Arundel County, Maryland, Identifying File No. 244046, in liber 453, folio 396, on August 31, 1982.

1. NAME AND ADDRESS OF DEBTOR:

HAIR FLIGHT/BECKMAN, HENRY  
2179 DEFENSE HIGHWAY  
CROFTON, MARYLAND 21114

2. SECURED PARTY:

BALTIMORE BEAUTY AND BARBER SUPPLIES, INC.  
105 N. LANGLEY ROAD  
GLEN BURNIE, MARYLAND 21061

3. The Secured Party of record no longer claims a security interest under the original Financing Statement referred to above.

SECURED PARTY:

BALTIMORE BEAUTY AND BARBER SUPPLIES, INC.

BY: *Paul Cook*

RECORD FEE 10.00  
#301990 C777 R03 T14:29  
03/03/89

PLEASE RETURN TO:

DEBORAH S. COOK, P.C.  
170 Jennifer Road, Suite 316  
Annapolis, Maryland 21401



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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 Secured Party(ies) Name(s) and Address(es)                                                   | 4 For Filing Officer Date, Time, No. Filing Office                                                                                                                                                                                                                                                                                                                                                          |
| CHARTERS, JR EDWARD V.<br>285B ELLAWELCH WAY<br>LOTHIAN MD 20711                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CHESAPEAKE MH OF LAUREL, MD<br>10039 N. SECOND AVENUE<br>LAUREL, MD 20707                      | RECORD FEE 11.00<br>POSTAGE 50<br>#302000 C177 R03 T14:30<br>03/03/89                                                                                                                                                                                                                                                                                                                                       |
| 5 This Financing Statement covers the following types (or items) of property                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                | 6 Assignee(s) of Secured Party and Address(es)                                                                                                                                                                                                                                                                                                                                                              |
| 1989 IMPERIAL REGAL 24 X 60<br>SERIAL # 892858A/B AND INCLUDING ALL FURNITURE, FIXTURES,<br>APPLIANCES AND APPURTENANCES THEREIN AND THERETO;<br>INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S<br>INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT<br><input type="checkbox"/> Products of the Collateral are also covered                                                                                                                                                                                                      |                                                                                                | GREEN TREE ACCEPTANCE INC.<br>2200 OPITZ BOULEVARD SUITE 245<br>WOODBIDGE, VA 22194<br><input type="checkbox"/> The described crops are growing or to be grown on *<br><input checked="" type="checkbox"/> The described goods are or are to be affixed to *<br><input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on *<br>*(Describe Real Estate in Item 8.) |
| 8 Describe Real Estate Here                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input checked="" 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                                                                                                                                                                                                                                                                                                                                                                                                      |
| 10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                | 11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:                                                                                                                                                                                                                                                                                                       |
| <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or<br><input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or<br><input type="checkbox"/> as to which the filing has lapsed, or<br><input type="checkbox"/> already subject to a security interest in another jurisdiction<br><input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State |                                                                                                | <input type="checkbox"/> Consignee(s) and Consignor(s), or<br><input type="checkbox"/> Lessee(s) and Lessor(s).                                                                                                                                                                                                                                                                                             |
| CHARTERS, JR EDWARD V.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <i>Edward V. Charters, Jr.</i>                                                                 | CHESAPEAKE MH OF LAUREL, MD                                                                                                                                                                                                                                                                                                                                                                                 |
| By <i>Edward V. Charters, Jr.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Signature(s) of Debtor(s)                                                                      | Signature(s) of Secured Party(ies)<br>(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

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)  
HASSAN DANIEL P.

2 Secured Party(ies) Name(s) and Address(es)  
CHESAPEAKE MOBILE HOMES, INC.  
P.O. BOX 288  
MILLERSVILLE, MD 21108

3  The Debtor is a transmitting utility

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

RECORD FEE 1.10  
RECORD FEE 9.90

#302010 0777 R03 T14:34  
03/03/89

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

1984 LIBERTY SERIAL # 70153  
-0- 14 X 56  
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 241  
WOODBRIDGE, VA 22194

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

The described 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)

HASSAN DANIEL P.

By *Daniel P. Hassan*  
Signature(s) of Debtor(s)

By *Conrad Anger*  
Signature(s) of Secured Party(ies)

(3/83)

(1) Filing Officer Copy - Number

(Required only if Item 10 is checked)

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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                      | No. of Additional Sheets Presented                                                                                                                                                                                                                                                                         | 3 <input type="checkbox"/> The Debtor is a transmitting utility |
| 1 Debtor(s) (Last Name First) and Address(es)<br>CLARK MLEE R.<br><br>PARKWAY VILLAGE MHP<br>LAUREL MD 20707                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2 Secured Party(ies) Name(s) and Address(es)<br><br>EASTERN HOMES, INC.<br>8291 WASHINGTON BLVD.<br>JESSUP, MD 20794 | 4 For Filing Officer Date, Time No Filing Office<br><br>RECORD FEE 11.00<br>#302020 0777 R03 T14:35<br>03/03/89                                                                                                                                                                                            |                                                                 |
| 5 This Financing Statement covers the following types (or items) of property<br>1989 OCILLA KEMBERLY VEGA 24 X 44<br>SERIAL # 1344GA-AB AND INCLUDING ALL FURNITURE, FIXTURES,<br>APPLIANCES AND APPURTENANCES THEREIN AND THERETO;<br>INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S<br>INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.                                                                                                                                                                                                                                                                                                 |                                                                                                                      | 6 Assignee(s) of Secured Party and Address(es)<br>GREEN TREE ACCEPTANCE INC.<br>2200 OPITZ BOULEVARD SUITE 245<br>WOODBIDGE, VA 22194                                                                                                                                                                      |                                                                 |
| <input checked="" type="checkbox"/> Products of the Collateral are also covered                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                      | 7 <input type="checkbox"/> The described crops are growing or to be grown on *<br><input type="checkbox"/> The described goods are or are to be affixed to *<br><input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on *<br>*(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)<br><input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or<br><input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or<br><input type="checkbox"/> as to which the filing has lapsed, or<br>already subject to a security interest in another jurisdiction.<br><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:<br><input type="checkbox"/> Consignee(s) and Consignor(s), or<br><input type="checkbox"/> Lessee(s) and Lessor(s).                                                                                   |                                                                 |
| CLARK MLEE R.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                      | EASTERN HOMES, INC.                                                                                                                                                                                                                                                                                        |                                                                 |
| By <u>Clark Mlee R.</u><br>Signature(s) of Debtor(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                      | By <u>[Signature]</u><br>Signature(s) of Secured Party(ies)<br>(Required only if Item 10 is checked.)                                                                                                                                                                                                      |                                                                 |
| (3/83)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                      | (1) Filing Officer Copy -- Numerical                                                                                                                                                                                                                                                                       |                                                                 |

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented (If Any)

3. Maturity Date (if any)

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

Rhode River Marina, Inc.  
3832 Germantown Road  
Edgewater, MD 21037

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

The Annapolis Banking & Trust Co.  
1324 George Avenue  
Annapolis, MD 21401

RECORD FEE 10.00  
POSTAGE .50  
#302030 0777 R03 T14:36  
03/03/89



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

This statement refers to original Financing Statement No. 263434

Date Filed August 29 19 86  
Liber 502 Folio 125

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

Rhode River Marina, Inc.

By: [Signature]  
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)

(1) Filing Officer Copy - Alphabetical

GMAC UCC-3 12/82

The Annapolis Banking & Trust Company

By: [Signature]  
SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

1050

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

DEBTOR  
The Desktop Printer, Inc.  
 \_\_\_\_\_  
 (Name)  
402 Tee Court  
 \_\_\_\_\_  
 (Address)  
Arnold, Maryland 21012

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Stephanie Yancy  
 \_\_\_\_\_  
 (Name of Loan Officer)  
18 West Street  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401

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

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to ) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

RECORD FEE 11.00  
 POSTAGE .50  
 0777 003 114:36  
 03/03/89  
 CK

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

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

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

DEBTOR (OR ASSIGNOR)  
The Desktop Printer, Inc. (Seal)  
Michael H. Trubow (Seal)  
 \_\_\_\_\_  
 (Signature)  
Michael H. Trubow, President  
 \_\_\_\_\_  
 (Print or Type Name)

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

1750

BOOK 538 PAGE 336

276472

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 \_\_\_\_\_ in presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rogette Shifflet and Terry J. Shifflett

Address 7744 West St. Glen Burnie, MD 21061

2. SECURED PARTY

Name Second Federal Funding Corp

Address P.O. Box 4112

Buffalo, NY 14240

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

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

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

24' x 12' Kayak Award Winning Pool

RECORD FEE - 12.00  
POSTAGE .50  
#302050 C777 R03 T14:36  
03/03/89

CK

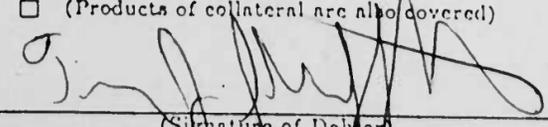
CHECK  THE LINES WHICH APPLY

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

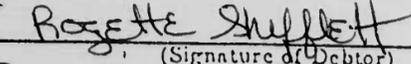
(If collateral in goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

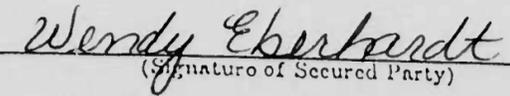
(Products of collateral are also covered)

X   
(Signature of Debtor)

TERRY J. SHIFFLETT  
Type or Print Above Signature on Above Line

X   
(Signature of Debtor)

ROGETTE P. SHIFFLETT  
Type or Print Above Signature on Above Line

  
(Signature of Secured Party)

Wendy Eberhardt  
Type or Print Above Name on Above Line

12.50

FINANCING STATEMENT

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

1. Name of Debtor(s): Odenton Office Supplies, Inc.  
Address: P.O. Box 580  
Odenton, MD 21113

276473

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Galesville Road  
Silver Spring, Maryland 20910  
2001 Davidsonville Road  
Crofton, MD 21114

3. This Financing Statement covers the following types (or items) of property: **ACCOUNTS:** All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever. **INVENTORY:** All of the inventory of the Debtor, of every type and description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

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

RECORD FEE 11.00  
POSTAGE .50  
#302060 C777 R03 T14:37  
03/03/89

(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): Odenton Office Supplies, Inc.

*Donna Salisbury Pres*  
.....  
Donna Salisbury, President  
.....  
.....

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By *Jeffrey S. Amiger*  
.....  
Jeffrey S. Amiger, Asst. 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)

115.50

276474

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)<br>MR. ALAN G MARTINEZ<br>MS. DAWNE L MARTINEZ<br>1405 TIEMAN DRIVE<br>GLEN BURNIE, MD, 21061 | 2. Secured Party(ies) and address(es)<br>ENVIRONMENTAL WATER CONTROL, INC.<br>511-C EASTERN BOULEVARD<br>ESSEX, MARYLAND 21221 | For Filing Officer (Date, Time, Number<br>and Filing Office)<br>SECURED FEE 12.00<br>#302080 0777 R03 T14:37<br>03/03/89<br>CK |
|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| 4. This financing statement covers the following types (or items) of property:<br>(SECURED PARTY IS SELLER)<br>Installed, one United Standard Complete Water<br>Treatment System Model #1054 (COND. SALES CONTRACT NOT SUBJECT<br>TO TAX LOCATED AT 1405 TIEMAN DR GLEN BURNIE, MD, 21061)<br>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX<br>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX<br>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX<br>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | 5. Assignee(s) of Secured Party and<br>Address(es)<br>Security Pacific<br>Suite 126<br>901 Dulaney Valley Road<br>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: A.A. COUNTY

*Alan G Martinez*  
 ALAN G MARTINEZ  
 By: *Dawne Lee Martinez*  
 DAWNE LEE MARTINEZ Debtor(s)  
 12.00

Environmental Water Control, Inc.  
 By: *Joseph B Antonelli*  
 JOSEPH B ANTONELLI Signatory of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) 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)

Inter Coastal SE, Inc.  
2246 Bay Ridge Ave.  
Annapolis, MD 21403

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

L-J LEASING COMPANY  
P.O. Box 21472  
Balto., MD 21208-0472

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#302090 0777 R03 T14:38  
03/03/89

4. This statement refers to original Financing Statement bearing File No. 272136

Filed with Anne Arundel Co. Date Filed 3/23 1988

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

10.

10.50

No. of additional Sheets presented:

L-J LEASING COMPANY

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

By: *Heuse Schultz*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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) Willow Leasing Corp Address(es) 325 Roesler Rd, Glen Burnie, Md 21061

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

RECORD FEE  11.00  
 POSTAGE .50

#03110 C777 R03 714:39  
 03/03/89

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 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.
- I 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.

11.00  
 .50

Willow Leasing Corp (Seal)  
Larry Wilner - Pres (Seal)  
Larry Wilner (Seal)

Secured Party  
Willow Enterprises, Inc (Seal)  
Louis Wilner - Sec Treas  
 Assignee - Firestone Financial Corp  
 38 Glen Ave, Newton Center, Mass  
 02159

SCHEDULE A

This Schedule A is attached to and made a part of a  
installment contract dated Feb 16, 1989 between Willow Leasing Corp (buyer  
and Willow Enterprises, Inc (seller)

- 3 Taito Operation Wolf-9321-9379-9395
- 3 Data East Bad Dudes-290404-290641-290655
- 2 Data East Robo Cop 292960-292975
- 2 Taito HQ Chase- 1876-1899
- 2 Sega Power Drift. 279069-279046

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: February 17, 1989

(X) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): Ocean Systems Research  
580 C Bellerive Drive  
ADDRESS: Suite 5C  
Annapolis, Maryland 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

| QTY | DESCRIPTION                      | RECORD FEE              |          |
|-----|----------------------------------|-------------------------|----------|
| 2   | Compaq Deskpro 40M               | 11.00                   |          |
| 2   | Compaq VGA Color Monitors        | POSTAGE .50             |          |
| 2   | VGA Adapters                     | #302120 C777 R03 T14:39 | 03/03/89 |
|     | HP Sketchpro 11x11 with Stylus   |                         |          |
|     | HP Draftpro DxL 7575 A&D Plotter |                         |          |
|     | Compaq DOS 3.3                   |                         |          |
|     | Autocad Version 10               |                         |          |
|     | Compaq Parallel/Serial Bond      |                         |          |
|     | Software Transfer                |                         |          |

11.00  
50

DEBTOR(S): Ocean Systems Research  
(Company Name)

BY: James Klunderson

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

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

SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert E. Mann  
(Authorized Signature)

Robert E. Mann  
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.)

276477

FINANCING STATEMENT FORM UCC-1

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

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

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

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

This financing statement Dated Feb. 6, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

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

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

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

To secure assignment to Irvington Federal Savings & Loan Association of certain <sup>RECORD FEE 11.00</sup> ~~lease payments~~ under certain True Lease Assignment dated 11/30/88, Schedule # 02, dated 11/30/88 ~~11/30/88~~ between Assignor as Lessor and LEASE ACCOUNT # 311880 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 Feb. 6, 1989 between Assignor and Assignee:

PER ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

*Frank J. 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

11.00  
50

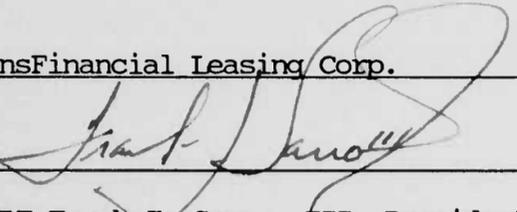
Filed with Anne Arundel County

1487

EQUIPMENT LIST

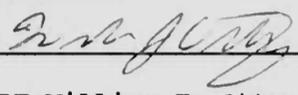
- (1) One LDI LB05860A Waveform Monitor S/N 5010417
- (1) One LDI LVS5850B Vectorscope S/N 5110476
- (1) One SIG PDA100A Pulse DA S/N 1860004
- (1) One SIG VDA100A Video DA S/N 1860078
- (1) One LDI LR2400AI Rackmount
- (3) Three JVC CR850U Umatic Recorder S/N 14010167, 07110464, 07110503
- (1) One Gemini DAC2 PCB Board 54001003 N/V
- (1) One PLX Gemini Digial Effects Unit S/N 1133
- (1) One PAN BTS1300N 13" Color Monitor S/N FJ5560187
- (1) One PAN CT1330M 13" Color Monitor S/N EH4643405
- (4) Four AUD 9VM967 9" B&W Monitor S/N 85460346, 85460244, 85460355, 85460167
- (2) Two AUD 9967 RMD Audio Rackmount
- (3) Three JVC RK850 Rackmount Kit
- (1) One CHY VP2 Char. Generator S/N 21A1686386
- (2) Two EVI Sentry 100EL Audio Monitor S/N 1700150075, 1700150081
- (1) One Midwest Audio Patch Panels with RCA Plug
- (1) One Midwest Video Patch Panels with BNC Plug
- (6) Six ADC RJ82 Patch Cord
- (1) One APX VPR80AA01 1" VTR with TBC 6
- (1) One DYT 10511522 Patch Panel
- (24) Twenty-Four DYT 22B Cojak Jack
- (4) Four DYT 1050572 Patch Cord
- (1) One 999 Kaypro PC Dual 768k
- (1) One 998 Kaypro PC 20 768k
- (1) One Paltex ES-ID/3 Edit Star Controller S/N 237 including cables

TransFinancial Leasing Corp.

BY: 

TITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan Association

BY: 

TITLE: William J. Ottey, President

276478

BOOK 538 PAGE 345

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)  
Arinc Research Corp.  
2551 Riva Road  
Annapolis, Md 21401  
Anne Arundel county  
4144-94780

2. Secured Party(ies) and address(es)  
Hewlett Packard Company  
Finance & Remarketing Division  
331 East Evelyn Avenue  
Mountain View, CA 94041

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

RECORD FEE 17.00  
POSTAGE .50  
#302140 0777 R03 T14:40  
CR 03/03/89

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

Hewlett Packard Equipment per the Attached Equipment Schedule  
\*\*Debtor has Authorized Secured Party to File  
Proceeds of Collateral Are Covered

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

Equipment location  
39 North Navy Blvd.  
Pensacola, Fl 32508

No documentation Stamp required

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

Filed with:

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

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

Arinc Research Corp.  
By Hewlett Packard Company, Its Attorney In Fact

MARIA A. COLLINS  
Hewlett Packard Company

By:

Maria J. Collins

Signature(s) of Debtor(s)

MARIA A COLLINS

By:

Maria J. Collins

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

116 STANDARD FORM - FORM UCC-1.

# HEWLETT-PACKARD

FORM 538 FEB 1946

## U.S. GOVERNMENT CONTRACTOR LEASE AGREEMENT

Lease Agreement # 4144-94780

This Lease is a: (check one)  Lease to Ownership Plan (LTOP)  
 Rental

GSK87AGS6076C132-10  
GSK88AGS5902A132-6A  
GSK87AGS6076C132-10

This lease is subject to the terms and conditions of Hewlett-Packard's GSA Contract # GS-00F-93444J596-75A with the following modifications:

### 1. Definitions

- a. The terms "Contractor" and "Lessee", as used herein, are synonymous.
- b. The term "Prime Contract" refers to the Government Contract which this Lease is in furtherance of.
- c. The term "Equipment" shall mean and refer to the personal property, together with all the attachments, replacements, parts, substitutions, additions, repairs, right to use licenses, and accessories incorporated therein and/or affixed thereto, described in the attached Schedule A.

### 2. Prices

Prices shall be current GSA list prices, if available on GSA, less marketing discounts equal to GSA discount rates, and shall be valid for ninety (90) days from the quote date, or the expiration of the above referenced GSA contract, whichever occurs first. If items are not available on a GSA schedule, prices shall be current U.S. list prices less marketing discounts. Those items classified as "accessories" or "supplies" do not receive marketing discounts.

### 3. Inapplicable GSA Provisions

The following provisions of the above GSA contract are inapplicable to this Lease and all references thereto are hereby deleted: (a) "Price Reduction" clause; (b) "Liquidated Damages"; (c) "Maximum Ordering Limits"; (d) "Invoice Requirements".

### 4. Title

So long as this Lease is in furtherance of the Prime Contract (unless otherwise provided for in writing) and provided all of the terms and conditions of this Lease have been fulfilled, title to the Equipment shall pass directly to the Government as follows:

LTOP - Upon receipt of the last monthly payment  
RENTAL - Upon exercise of the purchase option

### 5. Termination of Prime Contract

If the Government cancels the Prime Contract, this Lease may be terminated or the Equipment purchased per Paragraph 8. In the event of such termination, Lessor shall be compensated in accordance with Federal Acquisition Regulation 52.249-1 or -2, whichever is applicable. This Lease is otherwise non-cancellable. If Lessee elects to continue this Lease after the Government has terminated the Prime Contract, the right to terminate as provided for in this paragraph shall cease and this Lease shall become noncancellable. Should Lessee assume absolute liability for performance of the obligations under this Lease subsequent to the Government's termination of the Prime Contract, and provided all other terms and conditions of this Lease have been fulfilled, title to the Equipment shall pass to Lessee as follows:

LTOP - Upon receipt of the final payment  
RENTAL - Upon exercise of the purchase option

### 6. Expiration of the Prime Contract

Lessor will permit Lessee to enter into a lease term that extends beyond the expiration date of the Prime Contract provided that, in the event of such expiration, Lessee shall assume absolute liability for performance of all obligations for the remaining term of the lease. Under no circumstances shall Lessee be entitled to termination rights as provided for in Paragraph 5 once the Prime Contract has expired.

### 7. Monthly Payments

Lessee shall pay the monthly payment set forth on the reverse side of this document. The first payment shall be due thirty (30) days following delivery and acceptance of the Equipment and thereafter on the same day of each and every month during the Lease term. Monthly payments shall accrue whether or not Lessee has received any notice that such payment is due. All payments due under this Lease shall be paid to Lessor at its address on the reverse side of this document, or as otherwise directed by Lessor on its monthly invoices. To the extent permitted by law, Lessee shall pay on demand, as a late charge, an amount equal to one and one-half percent (1½%) per month of any payment which remains overdue for more than ten (10) days.

### 8. Early Buy-Out

Lessee or the Government may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. The purchase price shall be determined from the appropriate Early Buy Out Schedule issued by Lessor. Unless the Government has terminated the Prime Contract and Lessee has assumed absolute liability for performance of the obligations under this Lease (or unless otherwise agreed to in writing), title to any equipment so purchased shall pass directly to the Government upon receipt of the purchase price. If the Prime Contract has been cancelled and Lessee has assumed absolute liability for performance of all obligations hereunder, title to any equipment so purchased shall pass directly to Lessee upon receipt of the purchase price.

### 9. Loss or Damage

Lessor and its insurers, if any, relieve the Government and Lessee from all risks of loss or damage to the Equipment during periods of transportation, installation and during the entire time the Equipment is in possession of Lessee and/or the Government, except for physical loss or damage due to or caused by nuclear reaction, nuclear radiation, radioactive contamination, war, insurrection, rebellion or weapons of war, or for loss or damage for which the Government would be otherwise legally responsible. Lessor shall not be responsible for loss or damage during de-installation, transportation and re-installation, if the Equipment is relocated by Lessee without Lessor's prior consent. Risk of loss or damage to the Equipment purchased shall be on Lessee or the Government (depending upon which entity takes title to the Equipment) effective as of the date of the purchase.

### 10. End of Term Options

If this Lease is a Rental, refer to the attached PURCHASE, RENEWAL, RETURN OPTIONS RIDER. There are no end of term options for an LTOP, as title to the Equipment passes to the Government/Lessee upon receipt of the last payment.

### 11. Return of Equipment

If this Lease is terminated for any reason whatever (including the Government's termination of the Prime Contract), or if Lessee chooses not to exercise a purchase or renewal option at the end of a Rental agreement, Lessee at its own risk and expense shall have the Equipment packed for shipment in accordance with manufacturer's specifications and shall immediately return the Equipment to Lessor's equipment remarketing facility in Santa Clara County, California.

### 12. Standard of Performance

If a Standard of Performance option is provided for in the above referenced GSA Contract, it may be ordered; however, the one percent (1%) charge may not be financed and shall be due thirty (30) days following delivery and acceptance of the Equipment.

13. Maintenance and Repairs

Unless otherwise provided for elsewhere in this agreement, Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order. If Lessee elects to enter into Hewlett-Packard's Customer Support Service Agreement, the requirements of this paragraph shall be satisfied.

14. Assignment by Lessor

Lessee acknowledges that Lessor may sell and/or assign its interest in the payment stream generated under this Lease to its wholly owned subsidiary, Hewlett-Packard Finance Company.

15. Equipment Upgrade/Add-On

At its option but subject to Lessor's prior written consent, Lessee may lease additional equipment and/or upgraded equipment for those items covered under this Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new lease agreement.

16. Financing Statements

LESSEE HEREBY NOMINATES AND APPOINTS LESSOR AS ITS ATTORNEY-IN-FACT FOR THE SOLE PURPOSE OF EXECUTING ON LESSEE'S BEHALF FINANCING STATEMENTS (AND ANY APPROPRIATE AMENDMENTS THERETO) UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, FOR PROTECTIVE PURPOSES, RELATIVE TO THIS AGREEMENT.

17. Miscellaneous

This Agreement, together with the above referenced GSA Contract and any referenced attachments shall constitute the entire understanding between the parties. No change or modifications of any of the terms or conditions herein shall be valid or binding on either party unless made in writing and signed by an authorized representative of each party. The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof.

Equipment to be leased: The attached "Schedule A" represents the entire list of equipment being leased under this order.

LEASE TERM: 6 (months)

MONTHLY RATE FACTOR: 5.5%\*

\*Includes maintenance

TOTAL EQUIPMENT COST: \$58,640.18 (Amount to finance)

MONTHLY PAYMENT: \$ 3,225.21 (Monthly rate to finance)

331 E. Evelyn Ave  
Mountain View, CA 94041

Arinc Research Corp.

39 North Navy Blvd.

Pensacola, FL 32508

LESSEE:

Arinc Research Corp.

(Name of Contractor)

2551 Riva Road

(Street Address)

Arinc, Pensacola, FL 32508

(City)

(County)

(State)

(Zip)

On behalf of: X US AIR FORCE

(U.S. Department or Agency)

Government Contract #

X F09603-86-G-0026

Contract Expiration Date:

Lessee certifies that this lease is in furtherance of the above-referenced government contract.

LESSOR:

HEWLETT-PACKARD COMPANY

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

NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_

LESSEE:

Arinc Research Corp.

BY: X William A Kiehl

NAME: X William A. Kiehl

TITLE: X Manager - Purchasing - Contracts

DATE: X 1/20/89



EQUIPMENT SCHEDULE :

LEASE #: 4144-94780

| QTY | MODEL   | DESCRIPTION         | ITEM LIST PRICE(\$) | ITEM DISC | ITEM NET PRICE(\$) | EXTENDED NET PRICE(\$) | MONTHLY RENTAL PRICE |
|-----|---------|---------------------|---------------------|-----------|--------------------|------------------------|----------------------|
| 2   | 98562A  | HP9000 MODEL 330    | 10950.00            | 24.00%    | 8322.00            | 16644.00               | 915.42               |
| 1   | GPT 017 | ADDS THINLAN I/F    | 0.00                |           | 0.00               | 0.00                   | 0.00                 |
| 2   | 46021A  | US HP-HIL KEYBOARD  | 225.00              | 33.00%    | 150.75             | 301.50                 | 16.58                |
| 2   | 46081A  | 2.4M EXTENSION      | 220.00              | 24.00%    | 167.20             | 334.40                 | 18.39                |
| 2   | 46084A  | HP-HIL ID MODULE    | 195.00              | 33.00%    | 130.65             | 261.30                 | 14.37                |
| 2   | 46087B  | ANSI A/ISO DIGITZR  | 850.00              | 24.00%    | 646.00             | 1292.00                | 71.06                |
| 2   | 98547A  | COLOR VIDEO BOARD   | 4645.00             | 24.00%    | 3530.20            | 7060.40                | 388.32               |
| 2   | 98751A  | 19" COLOR DISPLAY   | 6650.00             | 24.00%    | 5054.00            | 10108.00               | 555.94               |
| 2   | 9153C   | HARD DISC DRIVE     | 0.00                |           | 0.00               | 0.00                   | 0.00                 |
| 2   | OPT 040 | 40MEG 3-1/2" DRIVE  | 3640.00             | 33.00%    | 2438.80            | 4877.60                | 268.27               |
| 1   | 7595A   | DRAFTMASTR I PLOTTR | 8495.00             | 24.00%    | 6456.20            | 6456.20                | 355.09               |
| 1   | 10833B  | HP-IB CABLE         | 90.00               | 5.80%     | 84.78              | 84.78                  | 4.66                 |
| 2   | 98305R* | ENGNRG GRPHICS SYST | 9350.00             | 40.00%    | 5610.00            | 11220.00               | 617.10               |

TOTAL MONTHLY RENTAL 3225.21

|                           |          |
|---------------------------|----------|
| NET PRICE-HARDWARE        | 47420.18 |
| NET PRICE-SOFTWARE        | 11220.00 |
|                           | -----    |
| TOTAL NET PRICE EQUIPMENT | 58640.18 |
| OTHER COSTS               | 0.00     |
| LESS DOWN PAYMENT         | 0.00     |
|                           | =====    |
| AMOUNT TO FINANCE         | 58640.18 |

\* Indicates software item

FF 11. -  
REC 28.48  
39.48

11641

BOOK 538 PAGE 349

276479

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. \$4,068.96

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 Calvary Temple of Glen Burnie, Inc.

Address 651 Old Mill Rd., Millersville, MD 21146

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)

A 26199

12/88

Sharp 8500 Copier

RECORDATION FEE \$28.48

RECORD FEE 11.00  
RECORD TAX 31.50  
POSTAGE .50  
#302150 0777 R03 T14:41  
03/03/89

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.

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Calvary Temple of Glen Burnie, Inc.

*[Signature]*

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

*Doris F. Heckman OS.*

(Signature of Secured Party)

DORIS F. HECKMAN OS.

Type or Print Above Signature on Above Line

11.00  
31.50  
-----  
42.50

276480

BOOK 538 PAGE 350

11641

11641

17. -

Anne A. Co.

82.43

~~94.43~~

94.43

FINANCING STATEMENT FORM UCC-1

Identifying File No. 94.43

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$11776.05

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 John Huber DBA Huber's Auto Service

Address 10 Fifth Ave SE, Glen Burnie, MD 21061

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)

A26006 1/89

1 - Ben Pearson MC59 Bender w/120 Die Package

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.

RECORDATION FEE FILED IN ANNE ARUNDEL COUNTY \$82.43.

CHECK  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 12.00  
RECORD TAX 84.00  
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)

#302160 0777 R03 T14:41  
03/03/89

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John Huber DBA Huber's Auto Service

*John O. Huber*  
(Signature of Debtor)

AEL Leasing Co., Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

*Doris F. Heckman OS*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

*DORIS F. HECKMAN OS*  
Type or Print Above Signature on Above Line

12.00  
84.00  
.50  
96.50

FINANCING STATEMENT FORM UCC-1

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

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

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

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

This financing statement Dated Dec 27, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carl J. Duncan Jr D/B/A American Coffee Co  
Address 259 Ullman Rd, Pasadena MD 21122

2. SECURED PARTY

Name Newco Enterprises, Inc.  
Address P.O. Box 852  
St. Charles, MO 63302

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

RECORDING FEE 12.00  
POSTAGE .50  
#302170 C777 R03 T14:42  
03/03/89

3. Maturity date of obligation (if any) 1/10/91

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

Loan 9553F  
27 Newco Coffee Machines  
Serial No.'s 97926-97952

Name and address of Assignee  
Firestone Financial Corp  
P.O. Box 789  
Newton Centre, MA 02159

CHECK  THE LINES WHICH APPLY

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

12.50

*Carl J. Duncan Jr*  
(Signature of Debtor)

Carl J. Duncan Jr.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Carl J Duncan Jr.  
Type or Print Above Signature on Above Line

*Mary Freeman*  
(Signature of Secured Party)  
Newco Enterprises Inc  
Mary Freeman  
Type or Print Above Signature on Above Line

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)  
Pasadena Hardware Village, Inc. dba  
Ace Hardware & Home Center  
7936 Crain Hwy.  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)  
Transamerica Commercial Finance Corp.  
P. O. Box 2288  
515 W. Ireland Road  
South Bend, IN. 46680

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

RECORD FEE 12.00  
POSTAGE .50  
#302180 C777 R03 T14:42  
03/03/89

4. This financing statement covers the following types (or items) of property:  
All Inventory, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise). As financed by Transamerica Commercial Finance Corp.

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

12.00  
1.50  
13.50

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:  
Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:  
Ann Arundel County

Pasadena Hardware Village, Inc. /  
Ace Hdwe & Home Ctr.  
By: *[Signature]*  
Signature(s) of Debtor(s)

Transamerica Commercial Finance Corp.  
By: *[Signature]*  
Signature(s) of Secured Party(ies)



MARYLAND FINANCING STATEMENT

(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: Severna Park Plumbing & Heating, Inc.  
(Name or Names)  
8232 Baltimore & Annapolis Blvd., Severna Park, MD 21146  
(Address)

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

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

3. ASSIGNEE (if any)  
of LESSOR: HYSTER CREDIT COMPANY.  
111 S.W. FIFTH, SUITE 2700, PORTLAND, OREGON 97204

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

( 1 ) Hyster Model H50XL  
Serial Number A177B06010D

RECORD FEE 1.10  
RECORD FEE <sup>CK</sup> 9.90  
POSTAGE .50  
#302200 0777 R03 T14:48  
03/03/89

11.50

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

LESSEE

LESSOR

Severna Park Plumbing & Heating, Inc. MCCALL HANDLING CO.

By: Preston G. Moore, Jr. Pres.  
(Title)

By: Anet L. Kuhn Sec. Treas.  
(Title)

Preston G. Moore, Jr. Pres.  
(Type or print name of person signing)

ANET L. KUHN  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)

(Type or print name of person signing)

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

AA  
\$11.50 ✓

276485

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): Kemp Balloons, Inc. Address(es): 180 H Penrod Court  
Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank Address: Department: LDRU  
Attention: R. Riley Post Office Box 987, Mailstop 022801  
Baltimore, Maryland 21203  
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

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

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

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

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

RECORD FEE **OK** 11.00  
POSTAGE .50  
#302210 0777-R03 T14:49  
03/03/89

Debtor: Kemp Balloons, Inc.

Secured Party: Maryland National Bank

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

By: [Signature] (Seal)  
Type name and title Michael A. McIntyre, Assist. Vice President

MARYLAND NATIONAL BANK

1150

RETURN TO:  
MARYLAND NATIONAL BANK  
ATTN: LEGAL DOCUMENTATION  
REVIEW UNIT  
P.O. BOX 17372  
BALTIMORE, MARYLAND 21203

2262236 - 1000 - 161232

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 BARRY MARTIN T/A ACADIA LANDSCAPING

Address 7254 RIDGE RD HANOVER, MD 21076

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.

Address 41 DEFENSE HWY ANNAPOLIS, MD 21401

RECORD FEE 12.00  
POSTAGE .50  
#302250 C777 R03 T15:03  
03/03/89

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 NEW KUBOTA TRACTOR MN# F2000 SN# 12737
- 1 NEW KUBOTA MOWER MN# RC60-F20 SN# 10531

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

KUBOTA CONTRACT # 13400-816693

CHECK  THE LINES WHICH APPLY

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

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

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

12.50

*Barry Martin*  
(Signature of Debtor)

BARRY MARTIN T/A ACADIA LANDSCAPING  
Type or Print Above Name on Above Line

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

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

*[Signature]*  
(Signature of Secured Party)

BALDWIN SERVICE CENTER, INC.  
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 02/16/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EJS MANAGEMENT CORPORATION
Address 305 EAST FURNACE BRANCH ROAD GLEN BURNIE, MD 21061

2. SECURED PARTY

Name EB INDUSTRIAL LEASING CORPORATION
Address 898 AIRPORT PARK ROAD SUITE 100 GLEN BURNIE, MD 21061

RECORD FEE 11.00
POSTAGE .50
#302260 C777 R03 T15:03
03/03/89

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) Secretary Desk-main Sec, (1) Secretary Desk-Right Ret, (1) Bookcase, (2) Lateral File, (1) 36X72 Table Desk, (1)36X72 Desk, (1) Wood Conference Table, (1) Double top Unit Bookcase, (1) Oval cocktail Table, (6) Conference Chair, (1) BE Sofa Sleeper, (4) 6'Ficus tree, (12) Guest Chair, (2)Gooseneck Exec Chair, (2) Gooseneck Exec Chair, (1) 36X72 Desk, (1) Credenza, (1) 36X72 Secretary Desk LH Ret, (1) 36X72 secretary desk Main, (2) Mat Ramped Edge Deluxe 60", (2) AST 120 20M, (1) AST 140 40M, (1) AST 123 20M, (1) TTL White Mont, (3) Color Mont, (1) ALQ24e ALPS, (1) Allegro 1000, (1) KXP1592 Panasonic, (1) KXP4450 Panasonic, (3) Math Plan, (1) Word Perfect, (1)time Line, (1) Fast Back, (1) Learning DOS, (1) CRT Float Arm, (2) Key Board Draw, (2) Printer Rack, (2) Rolling Racks, (1) Tower Stands, (3) Battery Backup, (1) Battery Backup, (4) Printer Cables, (1) Mont EXT, (1) KeyBoard EXT, (4) Covers, (1) Disk 96 TPA HD, (49) Disk 96 TPI HD, (4)File Boxes,(1)Cleaner Kit CHECK THE LINES WHICH APPLY (4)Paper, (12) Ribbons

Name and address of Assignee

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

(If 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
50

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

Frank James Scott, Jr.
(Signature of Debtor)

FRANK J. SCOTT/EJS Management Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

EB INDUSTRIAL LEASING CORPORATION
Type or Print Above Signature on Above Line

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

3. Maturity date (if any):

|                                                                     |                                                                                                  |                                                                        |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| 1. Debtor(s) (Last Name First) and address(es)                      | 2. Secured Party(ies) and address(es)                                                            | For Filing Officer (Date, Time and Filing Office)                      |
| STRATUS ACQUISITION CORP.<br>600 THIRD AVENUE<br>NEW YORK, NY 10016 | THE CHASE MANHATTAN BANK, N.A.<br>1 CHASE MANHATTAN PLAZA - 18<br>NEW YORK, NY 10081<br>(#03441) | RECORD FEE 10.00<br>POSTAGE .50<br>#302270 C777 R03 115:04<br>03/03/89 |

4. This statement refers to original Financing Statement bearing File No. 275885 BK536 P2131  
Filed with ANN ARUNDEL, MD Date Filed DECEMBER 29 19 88

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.  
1) DEBTOR'S NAME AND ADDRESS ARE HEREBY AMENDED TO READ:  
STRATUS PETROLEUM CORPORATION  
8800 ROSWELL ROAD  
SUITE 200  
ATLANTA, GA 30338

2) SECURED PARTY NAME IS AMENDED TO READ:  
THE CHASE MANHATTAN BANK, N.A.  
AS AGENT FOR ITSELF AND VARIOUS  
LENDERS

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST.  
ALBANY, N.Y. 12207

No. of additional Sheets presented: 2805F493

STRATUS ACQUISITION CORP. THE CHASE MANHATTAN BANK, N.A.

By: Thomas Shiah (Pres) By: Peter Gallbraith VP

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature(s) of Secured Party(ies)

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

STATE OF MARYLAND

BOOK 538 PAGE 359

Filed with AnneArundel Co, MD

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249203

RECORDED IN LIBER 466 FOLIO 209 ON 9/30/83 (DATE)

1. DEBTOR

Name Genderson Chevrolet, Inc. dba Genderson BMW  
Address 138 Revell Highway, Annapolis, MD

2. SECURED PARTY

Name BMW of North America, Inc.  
Address 1 BMW Plaza  
Montvale, NJ 07645

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

RECORD FEE 10.00  
POSTAGE .50  
#002280 0777 R03 T15:05  
03/03/89

3. Maturity date of obligation (if any)

|                                                             |                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                          |
|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT | <p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>                                                                                                 | <p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
|                                                             | <p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>                                                                                       |
|                                                             | <p>Amend to change secured party address to read: BMW of North America, Inc.<br/>300 Chesnut Ridge Road<br/>Woodcliff Lake, NJ 07675</p>                                                                                                                                                                |                                                                                                                                                                                                          |
|                                                             | <p> </p>                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                          |

BL  
CLERK

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST.  
ALBANY, N.Y. 12207

*Anne Arundel*  
Co. MD

Dated 10/5/83 *[Signature]*  
*[Signature]*  
(Signature of Secured Party)  
BMW of North America, Inc.  
Type or Print Above Name on Above Line

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

3. Maturity date (if any):

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

Universal T.V. Rental, Inc.  
7770 Beechmont Ave.  
Cincinnati, Ohio 45230

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

General Electric Capital  
Corporation  
260 Long Ridge Road  
Stamford, CT 06902

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#302290 C777 R03 115:06  
03/03/89



4. This statement refers to original Financing Statement bearing File No. 274296  
Filed with Anne Arundel Co.-Maryland Filed Aug. 25, 1988 Liber HES531 Folio 257

- 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.

Please amend Debtor's Address as appearing in block 1 of the original statement to:

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST.  
ALBANY, N.Y. 12207

1101 Lake Cook Road  
Deerfield, Illinois 60015

No. of additional Sheets presented:

Universal T.V. Rental, Inc.

General Electric Capital Corporation

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

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

Raymond. Lee Roby & Rose Marie Roby

Name \_\_\_\_\_

Address Tracy's  
2 Tracy Lane Landing, MD 20779

2. SECURED PARTY

Name KAYAK Mfg Corp

Address 325 Harlem Rd

West Seneca, NY 14224

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

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

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

20 x 12 30 x 16 Kayak Pool

RECORD FEE  12.00  
POSTAGE .50  
#302300 0737 R03 T15:06  
03/03/89

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Raymond Roby  
(Signature of Debtor)

RAYMOND LEE ROBY  
Type or Print Above Signature on Above Line

Rose Marie Roby  
(Signature of Debtor)

ROSE MARIE ROBY  
Type or Print Above Signature on Above Line

Kayak Mfg.  
(Signature of Secured Party)

Debra Peluso Mfg Supervisor  
Type or Print Above Name of Above Line

*Handwritten initials: RR 50*

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                        |                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        | 3. Maturity date (if any):                                                                                                                         |
| 1. Debtor(s) (Last Name First) and address(es)<br>Roby, Raymond Lee<br>Roby, Rose Marie<br>2 Tracy Lane<br>Tracy's Landing, MD 20779                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2. Secured Party(ies) and address(es)<br>KAYAK Mfg. Corp.<br>325 Harlem Rd<br>West Seneca, NY<br>14224 | For Filing Officer (Date, Time and Filing Office)<br><br>RECORD FEE 10.00<br>POSTAGE .50<br>#302310-C777 R03 115:07<br>03/03/89<br><br>BL<br>CLERK |
| 4. This statement refers to original Financing Statement bearing File No. <u>538-361</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                        |                                                                                                                                                    |
| Filed with _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Date Filed _____                                                                                       | 19 _____                                                                                                                                           |
| 5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.<br>6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.<br>7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.<br>8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.<br>9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. |                                                                                                        |                                                                                                                                                    |
| 10.<br>Second Federal Funding<br>PO Box 4112<br>Buffalo, New York<br>14240                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                        |                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                        | No. of additional Sheets presented: _____                                                                                                          |
| By: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                        | By: <u>KAYAK Mfg. Corp.</u><br><u>Lisa Baunester</u>                                                                                               |
| Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        | Signature(s) of Secured Party(ies)                                                                                                                 |
| (1) Filing Officer Copy—Alphabetical                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                        | STANDARD FORM - FORM UCC-3                                                                                                                         |

276489

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 20794-0160
- 2. The name and address of the Secured Party (or Assignee) is:  
**First Virginia Commercial Corporation**  
6400 Arlington Boulevard  
Falls Church, VA 22046
- 3. The maturity date of the obligation (if any) is: \_\_\_\_\_

4. This Financing Statement covers the following types (or items) of property: (Describe)  
**One (1) New Caterpillar Wheel Loader Model 936E SN 33Z03770  
 Engine SN 07Z22794 One (1) New Caterpillar Tool Carrier, Model  
 IT28B, SN 1HF01168 Engine SN 45V78569 Complete with all present  
 and future attachments, accessories, replacement parts, repairs,  
 additions and all proceeds thereof.**

- 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.

RECORD FEE 11.00  
 TOTAL 11.00  
 #302320 0777 R03 T15:08  
 #302330 0777 R03 T15:08  
 03/03/89  
 .50  
 03/03/89

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.**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Secured Party:  
**First Virginia  
 Commercial Corporation**  
 \_\_\_\_\_  
 By: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)  
**Barold V. Dellinger, II**  
**Vice President**  
 (TYPE NAME AND TITLE)



Please return to the Secured Party at the address shown in number 2 above.  
 All Information Must Be Typewritten or Printed in Ink

1150

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

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

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

This financing statement Dated 1/15/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A & L Carpentry Contractors

Address 302 Rambling Ridge Court, Pasadena, Maryland 21122

2. SECURED PARTY

Name Valley Supply & Equipment Company, Inc.

Address P. O. Box 420, Funkstown, Maryland 21734

Attention: Howard J. Klein, President

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

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

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

(1) Model D4P60 Dynalift Rough Terrain Forklift, Serial No. 1135040467

RECORD FEE 11.00  
#302340 C777 R03 715:08  
03/03/89

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)

A & L Carpentry Contractors  
Type or Print Above Name on Above Line

(Signature of Debtor)

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

(Signature of Secured Party)

*[Signature]*  
Valley Supply & Equipment Company, Inc.  
Type or Print Above Signature on Above Line

11

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 L. B. Smith, Inc.

Address P.O. Box 8658 Montevideo Road Jessup, MD 20794

2. SECURED PARTY

Name Smithco Leasing, Inc.

Address 2001 State Road Camp Hill, PA 17011

RECORD FEE 11.00  
#302350 0777 R03 115:09  
CK 03/03/89

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) IBM PS/2 model 30-021 personal computer, S/N 14772 complete with 12" IBM color CRT and IBM proprinter II

Name and address of Assignee

To record a lease only with title to be retained by Smithco Leasing, Inc.

CHECK  THE LINES WHICH APPLY

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

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

L. B. Smith, 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)

Smithco Leasing, Inc.

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

11

AMENDMENT OF FINANCING STATEMENT

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

|                                                                                                                                                                                                    |                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. DEBTOR and Address (Last Name First)<br/>                 Bignell &amp; Watkins Architects, P.A.<br/>                 2661 Riva Road, Suite 320<br/>                 Annapolis, MD 21401</p> | <p>2. SECURED PARTY and Address<br/>                 Signet Bank/Maryland<br/>                 Baltimore &amp; St. Paul Streets<br/>                 Baltimore, Maryland 21202<br/>                 ATTN: Commercial Loan Dept (T669)</p> |
| <p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>                                                                                                         | <p>4. RETURN TO:<br/>                 Signet Bank/Maryland<br/> <del>UNION TRUST COMPANY</del><br/>                 BALTIMORE AND ST. PAUL STREETS<br/>                 BALTIMORE, MARYLAND<br/>                 21203</p>                |

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 270236 Date October 19, 1987  
 Record Reference Book 519 Pages 98 and 99

6. Item No. 5 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

This transaction is not exempt from the recordation tax (MD). Principal amount of debt initially incurred was \$150,000. Recordation tax of \$77.00 was paid on October 19, 1987. The principal amount of debt associated with this amendment is \$250,000. (See Recordation Tax Calculation attached)

RECORD FEE 10.00  
 RECORD TAX 406.00  
 POSTAGE .50  
 #302360 0777 R03 715:10  
 03/03/89

GW

Dated this 22<sup>ND</sup> day of FEBRUARY, 19 89

DEBTOR:

SECURED PARTY:

Bignell & Watkins Architects, P.A.

Signet Bank/Maryland

By: [Signature]  
 Michael A. Bignell, President (Title)

By: [Signature] J.P.  
 Steven E. Zelenak, Vice President (Title)

[Signature]  
 Francis X. Watkins, Vice President

16  
 406.00  
 .50

RECEIVED

FEB 22 1989

RECORDATION TAX CALCULATION

TO: Clerk of the Circuit Court of Anne Arundel County

BOOK 538 PAGE 367

Value of equipment, other non-exempt  
property----- \$ 222,568

----- X \$ 250,000 = \$ 68,890.

Total Value of all  
collateral----- \$ 807,699.

Amount not exempt from tax = \$ 68,890.00

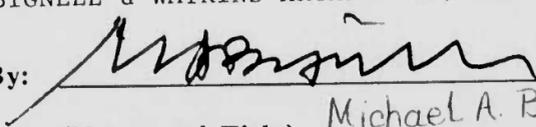
Total Recordation Tax Due \$ 483.00

Tax Previously Paid \$ 77.00

Tax Paid with this Amendment \$ 406.00 + 10.50 = \$ 416.50  
Filing Fee

BIGNELL & WATKINS ARCHITECTS, P.A.

Date: 2-22-89

By: 

(Name and Title) Michael A. Bignell, Pres.

538 368

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented (If Any)

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

Rhode River Marina, Inc.  
3932 Germantown Road  
Edgewater, MD 21037

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

ITT Commercial Finance Corp.  
PO Box 489  
Columbia, MD 21045

This statement refers to original Financing Statement No. 259339

Date Filed August 27 19 87

Liber 516 Folic 592

RECEIVED FEB 14 1989

RECORD FEE 10.00

POSTAGE .50

#302370 C777 R03 T15:11

03/03/89



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

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

Rhode River Marina, Inc.

By:

*Burt A. Conder*

SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)

(1) Filing Officer Copy - Alphabetical

GMAC UCC-3 12/82

1050

ITT Commercial Finance Corporation

By:

*[Signature]*

SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

276492

BOOK 538 PAGE 369

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)  
Asher, Virgil 214261022  
Gambrills Rd. P.O. Box 252  
Gambrills Md 21054

2. Secured Party(ies) and address(es)  
John Deere Company  
P.O. Box 65090  
West Des Moines IA 50265-0090  
DCSIF

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

RECORD FEE 11.00  
RECORD TAX 21.00  
POSTAGE GK .50  
#302380 C777 R03 T15:11  
03/03/89

4. This financing statement covers the following types (or items) of property:  
1989 EVINRUDE OUTBOARD MOTOR MODEL E30ECE  
SERIAL # 08213283

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

Maximum principal indebtedness for <sup>Md</sup> tax purposes is  
\$2515.80

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

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

Filed with:

By: Virgil Asher  
Signature(s) of Debtor(s)

By: John Deere Co.  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

John Anderson

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)  
Bio Gro Systems Inc.  
P. O. Box 209  
Annapolis, Maryland 21404

2. Secured Party(ies) and address(es)  
California Pellet Mill Company  
P. O. Box 482  
Phillipsburg, New Jersey 08865  
Attn: Pam Willever

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

RECORD FEE 11.00  
POSTAGE .50  
#502390 0777 R03 115:12  
OK 03/03/89

4. This financing statement covers the following types (or items) of property:  
1- CALIFORNIA Model CL-Type 3 Laboratory Pellet Mill, complete with pelleting unit, vibrating feeder, feed hopper and high speed screw injector, table mounted with complete totally enclosed electrical for 3 phase, 60 cycle. 230/460 volt operation, including 2 HP main drive motor, sheaves and V-belts for four die speeds, fractional horsepower gearhead injector drive motor, starters, ammeter, pushbuttons, and controls but less die. All contact parts of 302 - 304 stainless steel except those parts to be hardened of 410 stainless steel or hard chrome plated.

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

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

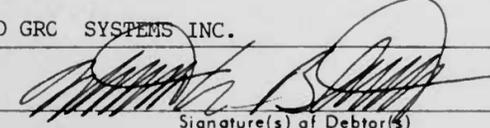
Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

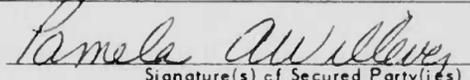
Filed with: Anne Arundel County

11.50

BIO GRC SYSTEMS INC.

CALIFORNIA PELLET MILL COMPANY

By:   
Signature(s) of Debtor(s)

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

William K. Blanchet, VP

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - 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 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 Allen R. Robinson  
Address 1215 Wilson Rd., Glen Burnie, MD 21061

2. SECURED PARTY

Name N.J. Richardson & Sons, Inc.  
Address 6400 Windsor Mill Rd., Baltimore, MD 21287

Person And Address To Whom Statement Is To Be Returned If Different From Above. RECORD FEE 11.00  
#302400 C777 R03 T15:12  
03/03/89  
CK

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

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

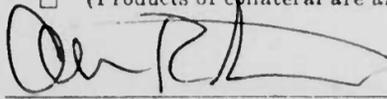
Name and address of Assignee  
KUBOTA CREDIT CORPORATION  
P.O. Box 105598  
Atlanta, GA 30348-5598

1 Kubota G4200H Tractor

54900-816748

CHECK  THE LINES WHICH APPLY

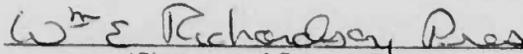
- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)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

  
(Signature of Debtor)

Allen R. Robinson  
Type or Print Above Name on Above Line

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

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

  
(Signature of Secured Party)

W.E. Richardson  
Type or Print Above Signature on Above Line

*Handwritten initials*

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271233

RECORDED IN LIBER 521 FOLIO 591 ON Jan 11, 1988 (DATE)

1. DEBTOR

Name Total Rentals, Inc. dba Colortyme

Address 10304 East Freeway #300 Houston, Texas 77029

2. SECURED PARTY

Name Borg-Warner Acceptance Corp.

Address 13760 Noel Rd. #918 Dallas, Texas 75240

RECORD FEE 10.00  
POSTAGE .50  
#302410 0777 R03 T15:13  
03/03/89

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



3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

|                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>A. Continuation</b> <input type="checkbox"/><br/>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>                                                                                                 | <p><b>B. Partial Release</b> <input type="checkbox"/><br/>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p><b>C. Assignment</b> <input type="checkbox"/><br/>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p><b>D. Other:</b> <input type="checkbox"/><br/>(Indicate whether amendment, termination, etc.)<br/><br/>Amendment</p>                                                                               |
| <p>Amend Debtor's Name to Read as Follows:      Amend Secured Party Name to Read as Follows:</p> <p>Total Rentals dba Econ-O-Rent                      Transamerica Commercial Finance Corp.</p>                                                                                                     |                                                                                                                                                                                                       |

Dated \_\_\_\_\_

*Robert Hamilton*  
(Signature of Secured Party)

ROBERT HAMILTON  
Type or Print Above Name on Above Line

105

STATE OF MARYLAND

BOOK 538 PAGE 373

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271232

RECORDED IN LIBER 521 FOLIO 587 ON 1-11-88 (DATE)

1. DEBTOR

Name Seajay Investment Group, Inc.

Address 10304 East Freeway #300, Houston, Tx 77029

2. SECURED PARTY

Name Borg-Warner Acceptance Corp.

Address 13760 Noel Rd. #918, Dallas, Tx 75240

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

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

RECORD FEE 10.00  
 POSTAGE .50  
 BL CLERK #302420 C777 R03 T15:13  
 03/03/89

Dated \_\_\_\_\_

Transamerica Commercial Finance Corp.  
formerly Borg-Warner Acceptance Corp.

(Signature of Secured Party)

Type or Print Above Name on Above Line

162

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

3 MATURITY DATE  
(If Any) 09MAY98

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)  
FILA LAWN & GARDEN SERVICE  
RT 2 BOX 531 BOX 531  
STEVENSVILLE MD 21666  
150021870 AB

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

FOR FILING OFFICER (Date Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 261 75 EBK498FG22

Filed with ANNE ARUNDEL MD Date Filed 09MAY86

- 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  
#302430 C777 R03 115:14  
03/03/89



10  
  
Number of Additional Sheets Presented 21FEB89

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

DEERE CREDIT SERVICES INC.

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

By: *[Signature]* \_\_\_\_\_  
Signature(s) of Secured Party(ies) Manager, Processing  
John Deere Company

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC-3

538-375

# not used  
Sh. be Land

3-3-89

BOOK 538 PAGE 376 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 276495

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

If transaction or transactions wholly or partially subject to 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 C.A. Ramsey & Marjorie P. Ramsey  
Address 4842 Riverside Drive, Galesville, MD. 20765

2. SECURED PARTY

Name Signet Bank/Maryland  
Address 7 St. Paul Street  
Baltimore, MD 21201

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

3. Maturity date of obligation (if any) March 1, 1990

RECORD FEE 12.00  
#302450 0277 R03 T15:14

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

CK 03/03/89

Name and address of Assignee

SEE ATTACHED EXHIBIT A

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

x C.A. Ramsey  
(Signature of Debtor)

C.A. RAMSEY  
Type or Print Above Name on Above Line

x Marjorie P. Ramsey  
(Signature of Debtor)

MARJORIE P. RAMSEY  
Type or Print Above Signature on Above Line

Thomas A. Reymann VP  
(Signature of Secured Party)

THOMAS A. REYMANN  
Type or Print Above Signature on Above Line

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EXHIBIT A

All right, title and interest in the personal property of the Debtor now owned or hereinafter acquired.

This Financing Statement also covers (a) all "Proceeds" of the personal property, as such term is defined in the Virginia Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the personal property, substitutions therefor, and renewals and replacements thereof.

0582W

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 538 PAGE 378

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 272187 recorded in Liber 524, Folio 569 on March 28, 1988 (date).

1. DEBTOR(S):  
 Name(s): Linens for Less, Inc.  
 Address(es): 8143 Ritchie Highway  
Pasadena, Maryland 21122

2. SECURED PARTY:  
 Name: Equitable Bank, National Association  
 Address: 100 S. Charles Street  
Baltimore, Maryland 21201

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

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

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

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

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

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

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

RECORD FEE 10.00  
 POSTAGE .00  
 #302460 CT77 R03 T15+15  
 03/03/89  
 POSTAGE .50  
 #302470 CT77 R03 T15+15  
 03/03/89



9. DEBTOR:  
Linens For Less, Inc.  
 By: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SECURED PARTY:  
**EQUITABLE BANK, National Association**  
 By: George Cramer VP  
George Cramer, Vice President  
 (Type Name and Title)

156

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276496

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

Inventory/Equipment

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

1. DEBTOR

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178 Annapolis, MD 21401

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address 500 DiGiulian Blvd. 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."

RECORD FEE 17.00  
POSTAGE .50  
#302490 CTTT R03 T15:17  
03/03/89

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)

Baldwin Service Center, Inc.

x [Signature] Sony-Tecas.  
(Signature of Debtor)

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

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

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

First Interstate Credit Alliance, Inc.

[Signature] Patrick White  
(Signature of Secured Party)

PATRICK WHITE, ASST. SEC.  
Type or Print Above Signature on Above Line

1750

INITIAL  
HEI

First Interstate Credit Alliance, Inc.  
**CREDIT ALLIANCE CORPORATION**  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021  
BOOK 538 PAGE 380

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 20th day of February, 1989 by and between  
Baldwin Service Center, Inc., having its principal place of business at  
Defense Hwy. 450 & 178 Annapolis, MD 21401

"Mortgagor" and First Interstate Credit Alliance, Inc. "Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, true being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend for or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, in matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/2% of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary or more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and CA Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree in the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the surplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

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:

Baldwin Service Center, Inc. (Seal)  
Mortgagor

By *Phyllis J. ...* Secretary, Treas. (Title)

Secretary

STATE OF Maryland  
COUNTY OF Anne Arundel

} ss

Else Fink

being duly sworn, deposes and says

She is ~~1~~ the Secretary and Treasurer of Baldwin Service Center, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me, this

day of \_\_\_\_\_, 19\_\_\_\_

*Phyllis J. ...*

NOTARY PUBLIC

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of Baldwin Service Center, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument; that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the true, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC  
CAL 6777

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated February 20, 19 89 between the undersigned.

| QUANTITY                                                                                                                                                                                                                                              | DESCRIPTION OF EQUIPMENT<br>(Indicate whether "New" or "Used")  | YEAR & MODEL | SERIAL NO. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------|------------|
| One (1)                                                                                                                                                                                                                                               | International Harvester Crawler Loader with multipurpose bucket | 125E         | 6239       |
| <p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p> |                                                                 |              |            |

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

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

Purchaser, Mortgagor or Lessee:

Baldwin Service Center, Inc.

By: Shada L. Baldwin, Clerk

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 276497

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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  
Inventory/Equipment

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

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

1. DEBTOR

Name Baldwin Service Center, Inc.  
Address Defense Hwy. 450 & 178 Annapolis, MD 21401

2. SECURED PARTY

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

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

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

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

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

RECORD FEE 17.00  
POSTAGE .50  
#302500 0777 R03 T15:17  
03/03/89  
CK

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)

Baldwin Service Center, Inc.

[Signature]  
(Signature of Debtor)

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

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

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

First Interstate Credit Alliance, Inc.

[Signature]

(Signature of Secured Party)

PATRICK WHITE, ASST. SEC.

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

1750



First Interstate Credit Alliance, Inc.

CREDIT ALLIANCE CORPORATION  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10019

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 20th day of February, 1989 by and between  
Baldwin Service Center, Inc., having its principal place of business at  
Defense Hwy. 4504178 Annapolis, MD 21401

"Mortgagor", and First Interstate Credit Alliance, Inc. "Mortgagee".

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage, Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Gliner, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale, Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or execution laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .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 an equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Baldwin Service Center, Inc. (Seal)  
Mortgagor

By *F. Gregory Baldwin* (Title)

Secretary

STATE OF Maryland  
COUNTY OF Anne Arundel

} ss

F. Gregory Baldwin being duly sworn, deposes and says:

- 1. He is the President of Baldwin Service Center, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

*F. Gregory Baldwin*

NOTARY PUBLIC

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS: I, \_\_\_\_\_, a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.
(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.
(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of Baldwin Service Center, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the true, free, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC  
CAL 87-77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated February 20, 19 89 between the under-  
signed.

| QUANTITY | DESCRIPTION OF EQUIPMENT<br>(Indicate whether "New" or "Used") | YEAR & MODEL | SERIAL NO. |
|----------|----------------------------------------------------------------|--------------|------------|
| One (1)  | Benati Crawler Loader                                          | 7.16         | 716165     |

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:

Baldwin Service Center, Inc.

By: F. Gregory Baldwin Pres.

538 387

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

No. of Additional Sheets Presented:

70-14-019927

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

DALCO MEDICAL OXYGEN  
1321 M MERCEDES DRIVE  
P.O. BOX 21 HARMANS MD 21077-0021

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

U S CYLINDERS  
DIV OF WERCO, INC.

RECORD FEE 1.00  
RECORD FEE 9.00  
POSTAGE .50  
3652210 0777 R03 T15:18  
03/03/89

3. (a) This statement refers to original Financing Statement bearing File No. 10377  
Filed with ANNE ARUNDEL CO Date Filed 2--28 1984  
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.  
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

For Filing Officer

EL  
CLERK  
471-84

- 4.  Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5.  Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6.  Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
- 7.  Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.
- 8.  Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. 300 model HP-244 high pressure cylinders GTO06622 THRU BTO06821  
ASSIGNEE: NCNB, POBOX 120, CHARLOTTE, NC 28285

10.50

10. Signatures:

1/3/89 NCPB

By \_\_\_\_\_ Debtor(s) (necessary only if item 7 is applicable)

By *Donna C. Metcalfe* Secured Party(ies)

FINANCING STATEMENT CHANGE

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

(1) Filing Officer Copy - Numerical

UCC-3



STATE OF MARYLAND

BOOK 538 PAGE 389

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249012

RECORDED IN LIBER 465 FOLIO 533 ON 9/13/83 (DATE)

1. DEBTOR

Name International Motors of Annapolis, Ltd.

Address 211 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name NCNB National Bank of North Carolina

Address 2120 Pinecroft Road, Greensboro, NC 27407

RECORD FEE 10.00  
POSTAGE .50  
#302530 C777 R03 115:19  
03/03/89

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

BL  
CLERK

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

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

Dated 2/27/89

*Thomas P Norris*  
(Signature of Secured Party)

Thomas P Norris  
Type or Print Above Name on Above Line

105

538 390

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                  |                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 1. Debtor(s) (Last Name First) and address(es)<br>GOLDMAN, RICKY S. & DEBORAH<br>9604 Wadsworth Drive<br>Bethesda, MD. 20817                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 2. Secured Party(ies) and address(es)<br>Society for Savings<br>1290 Silas Deane Hwy.<br>Wethersfield, CT. 06109 | For Filing Officer (Date, Time and Filing Office)<br><br>RECORD FEE 10.00<br>POSTAGE .50<br>#302540 0777 R03 T15:19<br>03/03/89 |
| 4. This statement refers to original Financing Statement bearing File No. 268528 B514 P363<br>Filed with Anne Arundel Co., MD Date Filed 7/10/87 19                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                  | BL<br>CLERK                                                                                                                     |
| 5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.<br>6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.<br>7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.<br>8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.<br>9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 224-11<br>10. |                                                                                                                  |                                                                                                                                 |

No. of additional Sheets presented:

By: \_\_\_\_\_ By: David Moulton  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). SOCIETY FOR SAVINGS/DAVID MOULTON  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

SECURITY AGREEMENT

THIS AGREEMENT, Made this 23rd day of March, 1988, between ELECTRONIC CONCEPTS, INC., a Maryland corporation (hereinafter called "Debtor"), and ALBERT B. SYZDLOWSKI (hereinafter called "Creditor"), their personal representatives and assigns.

WHEREAS, Debtor has executed and delivered to Creditor its note of even date in the amount of SIXTY-SEVEN THOUSAND NINE HUNDRED and 00/100 (\$67,900.00) DOLLARS, to be paid on demand, (the "Note"); and

RECORD FEE 12.00  
POSTAGE .50  
#302570 0777 R03 115:21  
03/03/89  
CK

WHEREAS, Debtor desires to grant and to confirm to Creditor a security interest in certain collateral pursuant to the Uniform Commercial Code of Maryland.

NOW, THEREFORE, in consideration of the loan evidenced by the Note, the Debtor grants to Creditors a security interest in all that property located at 1221 W. Pratt Street, Suite A7 and A8, Baltimore, Maryland 21223, which property is now used in sales, service and repair of video/electronic products and accessories in Baltimore City, Maryland, and any additional property now owned or hereafter acquired of the kind and character described hereabove which may be placed in or around and used in connection with the operation of the said video sales, repair, service and rental business, and any property which may be substituted or exchanged for the property listed hereabove (all such property being hereinafter called the "Collateral").

The Collateral shall secure (1) the repayment to Creditor of the principal of the Note; (2) all costs incident to the collection of the Note and to the enforcement of Creditor's rights hereunder; (3) future advances which may be made by Creditor for protection of the Collateral or otherwise; and (4) interest on any such funds.

Debtor warrants that it has power to grant a security interest in the Collateral and agrees: (1) to maintain the Collateral in good condition during the life of this arrangement; (2) to execute and pay the costs of filing this instrument and any financing statements, amended financing statement and continuation statement necessary to perfect and to maintain the security interest granted hereby; (3) to keep the Collateral insured against loss by fire, theft and other casualties

for the benefit of and as required by Creditor, in such amounts and by insurance carriers satisfactory to Creditor; (4) not to sell or dispose of any part of the Collateral in any way without the written consent of Creditor; (5) to keep the Collateral free from all other such interests, liens, encumbrances or bonds of any nature whatsoever; (6) not to remove or permit removal of the Collateral from the County/Baltimore City in which the business is located; (7) to allow Creditor to enter the Project or other premises of Debtor to inspect the condition of the Collateral and inspect all books and ledgers of Debtor relevant to the maintenance, disposition or proceeds of the Collateral; and (8) to pay promptly when due all taxes and assessments upon the Collateral.

Debtor agrees that in the event of default in the payment of principal of the Note, or upon breach of any of the covenants or conditions herein on the part of Debtor to be kept, observed or performed, if the default is not cured within the applicable grace period, if any, the Note, and all other indebtedness secured hereby shall immediately become due and payable, in full, without notice or demand, at the election of the Creditor, and Creditor shall have, in addition to the rights hereunder, all the rights, remedies and privileges with respect to repossession, retention and sale of the Collateral, and disposition of the proceeds thereof, as are accorded by the Uniform Commercial Code of Maryland. No delay on the part of Creditor in the exercise of any right or remedy shall operate as a waiver thereof. No single or partial exercise by Creditor of any right or remedy shall preclude other or further exercise, thereof or the exercise of any other right or remedy.

This Agreement shall inure to and be binding upon the personal representatives, successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed and their seals affixed hereto.

ATTEST:

ELECTRONIC CONCEPTS, INC.

 *William J. Hendon*

*Richard R. Connelly* (SEAL)  
BY: Richard R. Connelly, President (Debtor)

*Albert B. Syzdlowski* (SEAL)  
Albert B. Syzdlowski, (Creditor)

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 LAND BUILDERS INCORPORATED
Address 1400 Best Plaza, Richmond, Virginia 23227

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)

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

RECORD FEE 13.00

Name and address of Agent: POSTAGE .50
#302840 CT77 R03 T16:12
03/03/89

See Schedule I attached hereto and made a part hereof.

Filed with: Anne Arundel County Clerk of Circuit Court

Principle amt. of debt is \$640,000. Recordation tax in amt of \$2112.00 being paid today. MD S/S. ucc's are also being filed in MD S/S + Baltimore City, MD.

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)

Kevin Penn, V.P.
M.S.P.
(Signature of Debtor)

LAND BUILDERS INCORPORATED
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

193

OFF 1511-7823

Andrew Gordon, A.V.P.

(Signature of Secured Party)

MANUFACTURERS HANOVER TRUST COMPANY, as Agent

Type or Print Above Signature on Above Line

13.50

Schedule I to UCC-1

Debtor: Land Builders Incorporated  
1400 Best Plaza  
Richmond, Virginia 23227

Secured Party: Manufacturers Hanover Trust Company,  
as Agent  
270 Park Avenue  
New York, New York 10017

This Financing Statement covers all of the Debtor's right, title and interest in, to and under the following, whether now existing or hereafter acquired (all of which being hereinafter collectively called the "Collateral"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Documents;
- (iv) all Equipment;
- (v) all General Intangibles;
- (vi) all Instruments;
- (vii) all Patents;
- (viii) all Patent Licenses;
- (ix) all Trademarks;
- (x) all Trademark Licenses; and
- (xi) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

As used herein the following terms shall have the following meanings:

"Accounts" means all "accounts", as such term is defined in the Code.

"Chattel Paper" means any and all "chattel paper", as such term is defined in the Code.

"Code" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Documents" means any and all "documents" and "instruments", as such terms are defined in the Code.

"Equipment" means all "equipment", as such term is defined in the Code.

"General Intangibles" means all "general intangibles", as such term is defined in the Code (including, without limitation, any interest rate, foreign currency or similar agreements).

"Instruments" shall mean all "instruments", as such term is defined in the Code.

"Patent License" means all agreements, whether written or oral, providing for the grant by the Debtor of any right to manufacture, use or sell any invention covered by a Patent.

"Patents" means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, and (b) all applications for letters patent of the United States and all continuations and continuations-in-part thereof or any other country.

"Proceeds" shall mean "proceeds", as such term is defined in the Code.

"Trademark License" means any agreement, written or oral, providing for the grant by the Debtor of any right to use any Trademark.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and (b) all renewals thereof.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276501

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

If transaction or transactions wholly or partially subject to 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 BXP, INC.

Address 1400 BEST PLAZA, RICHMOND, VIRGINIA 23227

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 13.00

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

POSTAGE .50

See Schedule I attached hereto and made a part hereof.

#302820 C777 R03 T16:11

Name and address of Assignee

CK 03/03/89

Filed with: Anne Arundel County Clerk of Circuit Court

Principle amount of debt is \$640,000; Recordation tax in the amount of \$2,112.00 being pd today @ MD SF. ucc's are also being filed today in MD SF.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kevin Penn, V.P.  
A.S.P.

(Signature of Debtor)

BXP, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

1350

22F1511-7823

154

Andrew Gordon  
A.V.P.

(Signature of Secured Party)

MANUFACTURERS HANOVER TRUST COMPANY,  
Type or Print Above Signature on Above Line as Agent

RETURN TO: NATIONAL ACKNOWLEDGEMENTS TO ALBANY, N.Y. 12207

Baltimore city MD.

Schedule I to UCC-1

Debtor: Best Tel Aviv Diamonds Co., Inc.  
1400 Best Plaza  
Richmond, Virginia 23227

Secured Party: Manufacturers Hanover Trust Company,  
as Agent  
270 Park Avenue  
New York, New York 10017

This Financing Statement covers all of the Debtor's right, title and interest in, to and under the following, whether now existing or hereafter acquired (all of which being hereinafter collectively called the "Collateral"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Documents;
- (iv) all Equipment;
- (v) all General Intangibles;
- (vi) all Instruments;
- (vii) all Patents;
- (viii) all Patent Licenses;
- (ix) all Trademarks;
- (x) all Trademark Licenses; and
- (xi) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

As used herein the following terms shall have the following meanings:

"Accounts" means all "accounts", as such term is defined in the Code.

"Chattel Paper" means any and all "chattel paper", as such term is defined in the Code.

"Code" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Documents" means any and all "documents" and "instruments", as such terms are defined in the Code.

"Equipment" means all "equipment", as such term is defined in the Code.

"General Intangibles" means all "general intangibles", as such term is defined in the Code (including, without limitation, any interest rate, foreign currency or similar agreements).

"Instruments" shall mean all "instruments", as such term is defined in the Code.

"Patent License" means all agreements, whether written or oral, providing for the grant by the Debtor of any right to manufacture, use or sell any invention covered by a Patent.

"Patents" means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, and (b) all applications for letters patent of the United States and all continuations and continuations-in-part thereof or any other country.

"Proceeds" shall mean "proceeds", as such term is defined in the Code.

"Trademark License" means any agreement, written or oral, providing for the grant by the Debtor of any right to use any Trademark.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and (b) all renewals thereof.

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 FIRST LAND & DEVELOPMENT, INC.
Address 1400 BEST PLAZA, RICHMOND, VIRGINIA 23227

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)

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

See Schedule I attached hereto and made a part hereof.

RECORD FEE 13.00
POSTAGE .50
#302830 6777 R03 T16:11
CKI 03/03/89

Name and address of Assignee

Filed with: Anne Arundel County Clerk of Circuit Court

Principle amt of debt is \$640,000; Recordation taxes in the amt of \$2,112.00 are being filed today in MD S/S; ucc's are also being filed today in Baltimore City + MD S/S. CHECK THE LINES WHICH APPLY (120) OR F1511-7823

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

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

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

RETURN ACKNOWLEDGEMENTS TO NATIONWIDE INFORMATION 52 JAMES ST. ALBANY, N.Y. 12207

Kevin Penn, V.P.
(Signature of Debtor)

FIRST LAND & DEVELOPMENT, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Andrew Gordon, A.V.P.
(Signature of Secured Party)

MANUFACTURERS HANOVER TRUST COMPANY,
Type or Print Above Signature on Above Line as Agent

1750

Schedule I to UCC-1

Debtor: BXP, Inc.  
1400 Best Plaza  
Richmond, Virginia 23227

Secured Party: Manufacturers Hanover Trust Company,  
as Agent  
270 Park Avenue  
New York, New York 10017

This Financing Statement covers all of the Debtor's right, title and interest in, to and under the following, whether now existing or hereafter acquired (all of which being hereinafter collectively called the "Collateral"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Documents;
- (iv) all Equipment;
- (v) all General Intangibles;
- (vi) all Instruments;
- (vii) all Patents;
- (viii) all Patent Licenses;
- (ix) all Trademarks;
- (x) all Trademark Licenses; and
- (xi) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

As used herein the following terms shall have the following meanings:

"Accounts" means all "accounts", as such term is defined in the Code.

"Chattel Paper" means any and all "chattel paper", as such term is defined in the Code.

"Code" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Documents" means any and all "documents" and "instruments", as such terms are defined in the Code.

"Equipment" means all "equipment", as such term is defined in the Code.

"General Intangibles" means all "general intangibles", as such term is defined in the Code (including, without limitation, any interest rate, foreign currency or similar agreements).

"Instruments" shall mean all "instruments", as such term is defined in the Code.

"Patent License" means all agreements, whether written or oral, providing for the grant by the Debtor of any right to manufacture, use or sell any invention covered by a Patent.

"Patents" means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, and (b) all applications for letters patent of the United States and all continuations and continuations-in-part thereof or any other country.

"Proceeds" shall mean "proceeds", as such term is defined in the Code.

"Trademark License" means any agreement, written or oral, providing for the grant by the Debtor of any right to use any Trademark.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and (b) all renewals thereof.

276503

FINANCING STATEMENT FORM UCC-1

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

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Union Chelsea National Bank  
Address 609 5th Avenue  
New York, NY 10017

RECORD FEE 11.00  
POSTAGE .50  
# 276503 CT77 R03 108:21  
03/06/89

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 Union Chelsea National Bank of certain lease payments under certain True Lease Assignment dated July 21, 1988, Schedule # 03 (R), dated 11/17/88 between Assignor as Lessor and LEASE ACCOUNT # 821708 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated February 14, 1989 between Assignor and Assignee:

- (1) One LaBounty MSD 220 Mobile Shear S/N 220450

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.  
Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

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

Type or Print Above Signature on Above Line

Union Chelsea National Bank

Peter M. Coll  
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1180

276505

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)<br>Lilly Brothers Yacht Yard, Inc. d/b/a Lilly Sport Boats<br>2830 Solomons Island Road<br>Edgewater, MD 21037 | 2. Secured Party(ies) and address(es)<br>Transamerica Commercial Finance Corp.<br>1943 Hoffmeyer Road<br>Florence, SC 29501 | For Filing Officer (Date, Time, Number, and Filing Office) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|

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

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

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

RECORD FEE 12.00  
 CK POSTAGE .50  
 #501570 C345 R01 T1142  
 03/06/89

Not Subject to Recordation Tax., as Secured Party holds an inventory security 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:

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

Filed with: Anne Arundel County, MD

Lilly Brothers Yacht Yard, Inc. d/b/a Lilly Sport Boats      Transamerica Commercial Finance Corp.

By: Arthur Lilly - Pres.  
 Signature(s) of Debtor(s)

By: D. Murnane - Branch Admin.  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

12/1

STATE OF MARYLAND

FINANCING STATEMENT FORM OCC-538 PAGE 404 Identifying File No. 276506

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 20 June 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Apple Signs, Inc.  
Address 914 C Bestgate Road, Annapolis, Maryland 21401

2. SECURED PARTY

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

Person And Address To Whom Statement Is To Be Returned If Different From Above FEE 11.00  
POSTAGE .50

3. Maturity date of obligation (if any)

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

#501360 C345 R01 T10:50

CK 03/06/89

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

CHECK  THE LINES WHICH APPLY

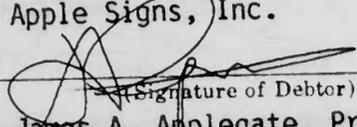
5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

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

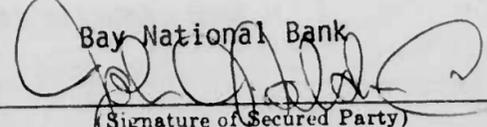
(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Apple Signs, Inc.

  
(Signature of Debtor)  
James A. Applegate, President  
Type or Print Above Name on Above Line

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

Bay National Bank  
  
(Signature of Secured Party)  
John J. Feldman III Vice President  
Type or Print Above Signature on Above Line

\* not filed with Clerk of the Court

STATE OF MARYLAND  
FINANCING STATEMENT FORM 538 PAGE 405

Identifying File No. 276507

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

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

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

This financing statement Dated 2/27/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Roomfinders Inc.

Address 66 Maryland Avenue, 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

RECORD FEE 11.00

3. Maturity date of obligation (if any) POSTAGE .50

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)

CK

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

#501350 C345 R01 T10#50

03/06/89

Proceeds of collateral are also covered

(Products of collateral are also covered)

Roomfinders Inc.

BY: (Signature of Debtor)

Louise Ramsay, President  
Type or Print Above Name on Above Line

BY: (Signature of Debtor)

Randall Landis, Secretary  
Type or Print Above Signature on Above Line

BAY NATIONAL BANK

X (Signature of Secured Party)

Paul R. O'Connell, Vice President  
Type or Print Above Signature on Above Line

AMENDED AND RESTATED FINANCING STATEMENT

(AMENDS ORIGINAL FINANCING STATEMENT RECORDED AMONG  
FINANCING RECORDS, CIRCUIT COURT OF ANNE ARUNDEL COUNTY  
MARYLAND; RECORDING INFORMATION: \_\_\_\_\_)

-----  
NOT SUBJECT TO RECORDATION TAX

The appropriate amount of recordation taxes has been paid in connection with the recording of a Consolidation and Modification Agreement among the land records of the jurisdiction in which the land herein described is located and given as security for the loan herein described.

-----  
THIS FINANCING STATEMENT, dated as of the 1st day of March 1989, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

BROCKMONT LIMITED PARTNERSHIP  
c/o The Rappaport Companies, *8081 Wolftrap Rd.*  
Suite 210  
Vienna, Virginia ~~22180~~ *22182*

RECORD FEE 18.00  
POSTAGE .50  
#501460 C345 R01 T11#32  
03/06/89

2. Secured Party's name and address:

THE NATIONAL BANK OF WASHINGTON  
Real Estate Department  
4340 Connecticut Avenue, N.W.  
Washington, D.C. 20008

3. This Financing Statement covers the following property to be utilized in or realized from the construction, use and occupancy of improvements on the land described in that certain deed of trust dated December 24, 1987, from the Debtor to Howard G. Dymond and Constance Britt, Trustees, for the benefit of the Secured Party, and recorded among the land records of Anne Arundel County, Maryland, in Liber 4526 at folio 287, as the same has been modified by that certain consolidation and modification agreement of even date herewith to be recorded among the aforesaid land records simultaneously with the recording hereof (the deed of trust, as modified, being hereinafter referred to as the "Deed of Trust"):

- A. all of the surveys, permits, licenses, plans and specifications, contracts for architectural, engineering and construction services, fixtures, equipment, appliances and building materials now or hereafter delivered to, installed in, affixed to, placed upon or used in connection with the land and premises described on Exhibit "A" attached hereto, including, but not limited to, the following: electrical equipment, heating, cooling, ventilating, air conditioning, lighting, incinerating and plumbing apparatus, compressors, utility meters, venetian blinds, shades, drapery and curtain rods, brackets, gas

RETURN TO:  
COMMERCIAL SETTLEMENTS, INC.  
1413 K STREET, N.W.  
SUITE 1200  
WASHINGTON, D.C. 20005

*12*

and electrical equipment, fire prevention and extinguishing apparatus, plumbing fixtures, floor covering, and equipment, screens, screen doors, awnings, blinds, refrigerators, ranges and ovens, garbage disposals, dishwashers, and any and all such property which is at any time hereafter installed in, affixed to, placed upon or used in connection with the land and premises described on Exhibit "A" attached hereto, and all replacements thereof, additions thereto and substitutions therefor, except that the foregoing shall not apply to personal property owned by any tenant or customer of any tenant;

- B. all of the Debtor's other personal property now or hereafter located on the premises described on Exhibit "A" attached hereto and necessary for the construction, use and occupancy thereof;
  - C. all awards and other payments in respect of any taking (as described in section 9 of the Deed of Trust) and all insurance proceeds (as described in section 11.3 of the Deed of Trust) in respect of any of the foregoing, together with all amounts received by the Trustees, or the Secured Party, or expended by the Trustees or the Secured Party pursuant to the Deed of Trust;
  - D. all of the Debtor's interest as landlord in all leases of the land and premises described on Exhibit "A" attached hereto and the rents and security deposits payable thereunder; and
  - E. all of the issues, proceeds and profits of the property described above and on Exhibit "A" attached hereto.
- 4. Said Deed of Trust secures an obligation of the Debtor to the Secured Party in the principal sum of \$2,400,000, which obligation has a maturity date of December 8, 1989, unless extended in accordance with the terms of the promissory note evidencing the obligation.
  - 5. Proceeds of the collateral are also covered.
  - 6. The real property covered by the aforesaid Deed of Trust is owned by the Debtor and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

DEBTOR:

BROCKMONT LIMITED PARTNERSHIP

By: Gary D. Rappaport (SEAL)  
Gary D. Rappaport  
General Partner

SECURED PARTY:

THE NATIONAL BANK OF WASHINGTON

By: Richard C. Jacobs (SEAL)  
Its Vice President Richard C. Jacobs

Being all of the property acquired by Brockbridge Joint Venture, a Maryland general partnership, from Pikol Corporation B.V., a Dutch corporation, as to an undivided 40% interest, Efendi Corporation, a Dutch corporation, as to an undivided 40% interest, and Duroca Investments, Inc., a Netherlands Antilles corporation, as to an undivided 20% interest, by deed dated September 29, 1981 and recorded among the Land Records of Anne Arundel County in Liber 3452 at Folio 400, said property being also part of Parcels A and B and all of Parcels C and D, as shown on a plat of subdivision entitled "Plat 1 of 1, Brockbridge Shopping Center" and recorded among the aforesaid Land Records in Plat Book 83 at Page No. 9 as Plat No. 4334.

Beginning for the same at a monument found in the rear line of Lot 11, as shown on a plat of subdivision entitled "Section 1, Maryland City" and recorded among the aforesaid Land Records in Plat Book 31 at Page No. 83, said monument being also the most easterly north corner of Lot 17, as shown on said plat, said monument being also the most easterly south corner of the hereindescribed property; and running thence with the northerly lines of Lots 17, 18 and 19, as shown on said plat

1. South  $84^{\circ} 05' 46''$  West 400.00 feet; thence running with the easterly line of Parcel C, as shown on a plat of subdivision entitled "Brock Bridge Road Apartments" and recorded among the aforesaid Land Records in Plat Book 35 at Page No. 32
2. North  $05^{\circ} 54' 14''$  West 734.82 feet; thence running with the southerly right-of-way line of Laurel-Fort Meade Road (Maryland State Route 198), as shown on State Roads Commission Plat No. 47084
3. 400.48 feet along the arc of a curve deflecting to the right, having a radius of 5198.89 feet and having a chord bearing and distance of North  $86^{\circ} 36' 30''$  East 400.38 feet; thence running with the rear lines of Lots 1 through 11, as shown on the aforesaid plat of "Section 1, Maryland City"
4. South  $05^{\circ} 54' 14''$  East 717.27 feet to the point of beginning; containing 291,447 square feet or 6.6907 acres of land more or less.

FINANCING STATEMENT

Anne Arundel County

(Continuation - Termination - Assignment - Partial Release)

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

Record:  Land  Financing Statement } Liber 452 Page 17 File No. 243440

Date of Financing Statement 7/22/82

1. Debtor(s) (or assignor(s)) No. Street City State
Baltimore Chris-Craft Sales, Inc. 5816 N. Ritchie Highway Baltimore, Maryland 21225

2. Secured Party (or assignee)
Provident Bank of Maryland 114 East Lexington Street Baltimore, Maryland

CHECK THE LINES WHICH APPLY

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

RECORD FEE 10.00
POSTAGE .50
#303170 C777 R03 T11:00
CK 03/06/89

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

10.50

Secured Party:

Dated: February 13, 1989

Provident Bank of Maryland
By: Richard C. Nettles
Type Name Richard C. NETTLES
Title Vice President

RETURN TO: Sovran Bank/MD
6610 Rockledge Dr.
Bethesda, MD 20817

**STATEMENT OF**

Continuation  Termination  Assignment  Partial Release

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

|                                             |                                                         |           |          |                 |
|---------------------------------------------|---------------------------------------------------------|-----------|----------|-----------------|
| Record:                                     | <input type="checkbox"/> Land                           | Liber 400 | Folio 56 | File No. 223841 |
|                                             | <input checked="" type="checkbox"/> Financing Statement |           |          |                 |
| Filing Date of Financing Statement (If Any) |                                                         |           |          | March 28, 1979  |

| NAME                              | ADDRESS                                     |
|-----------------------------------|---------------------------------------------|
| 1. Debtor(s)                      | No. Street City State                       |
| Baltimore Chris Craft Sales, Inc. | 5816 N. Ritchie Highway Baltimore, MD 21225 |

2. Secured Party (or assignee)  
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

CHECK  THE LINES WHICH APPLY

- 3.  A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

RECORD FEE 10.00  
 POSTAGE .50  
 #303160 C777 R03 T11:00  
 03/06/89

GK

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

10.50

Dated: February 10, 1989

Secured Party:  
 First American Bank of Maryland  
 By: [Signature]  
 Type Name Jack L. Ortt  
 Title Vice President

Mr. Clerk: After recordation, please mail this statement to:  
~~First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.~~

RETURN TO: Sovran Bank/MD  
6610 Rockledge Dr.  
Bethesda, MD 20817

276510

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

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

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Tire Merchants International, Inc.  
Baltimore Washington Industrial Park  
Address 8332 Bristol Court, Box 1037, Jessup, MD 20794

2. SECURED PARTY

Name The Uniroyal Goodrich Tire Company  
Address 600 South Main Street  
Akron, OH 44397-0001

RECORD FEE 11.00  
POSTAGE .50  
#303120 C777 R03 110:53  
03/06/89

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)  
Debtor hereby grants The Uniroyal Goodrich Tire Company a continuing security interest in all inventory and equipment, manufactured, sold by, distributed by, or bearing the brand name of The Uniroyal Goodrich Tire Company, or any other names or marks used, sold or distributed by The Uniroyal Goodrich Tire Company wherever located, now owned or hereafter acquired by Debtor, all proceeds therefrom (including insurance proceeds or insurance premium refund) without limitations, all accounts, instruments, general intangibles, and other rights to payment of every kind, and Debtor's books and records concerning the foregoing; to secure the payment and performance of all of Debtor's indebtedness and obligations owed to The Uniroyal Goodrich Tire Company, arising at any time under the Security Agreement between the Secured Party and Debtor dated 1-20-89 or otherwise, together with interest thereon and any renewals or extensions thereof.

Inventory also located at: 8351 Bristol Court, Jessup, MD 20794

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas J. Popovich  
(Signature of Debtor)

THOMAS J. POPOVICH

Type or Print Above Name on Above Line

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

Type or Print Above Signature on Above Line

D. E. Rafn  
(Signature of Secured Party)

D. E. Rafn Regional Cr. Mgr.

Type or Print Above Signature on Above Line

11.00  
00

BOOK 538 PAGE 413

ASSIGNMENT OF FINANCING STATEMENT

DEBTOR: Anne Arundel County, Maryland  
Arundel Center  
Northwest & Calvert Streets  
Annapolis, Maryland 21401

ORIGINAL  
SECURED PARTY: Bank of Oklahoma, N.A.  
Bank of Oklahoma Tower  
One Williams Center  
Tulsa, Oklahoma 74192

ASSIGNEE OF  
SECURED PARTY: Bank One Trust Company, N.A.  
100 East Broad Street  
Columbus, Ohio 43271

Bank of Oklahoma, N.A., certifies that it has assigned to Bank One Trust Company, N.A., all of its rights under original Financing Statement No. 241015, filed January 4, 1982, and recorded in Book 445 at Page 374, of the records of the Circuit Clerk of Anne Arundel County, Maryland, covering the property described on Exhibit "A" attached hereto and made a part hereof.

Dated this 12<sup>th</sup> day of January, 1989.

BANK OF OKLAHOMA, N.A.

By: Richard A. Horton  
Richard A. Horton  
Senior Vice-President

RECORD FEE 10.00  
POSTAGE CK .50  
#303310 C777 R03 111:19  
03/06/89

1050

241015

TO BE FILED WITH THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF 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 \$ \_\_\_\_\_

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

This financing statement Dated December 1, 1981 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anne Arundel County, Maryland  
Address Arundel Center, Northwest & Calvert Streets, Annapolis, Maryland 21401

2. SECURED PARTY

Name Bank of the Southwest National Association, Houston  
Address 910 Travis Street, Houston, Texas 77002

Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60613 Attn: E. Vaughan  
Mailed 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)

All of the rights and interest of the Debtor in and to that certain Loan Agreement dated as of December 1, 1981 between the Debtor, as lender, and Ace Hardware Corporation, as borrower, including, but not limited to the Promissory Note or Notes of Ace Hardware Corporation issued under said Loan Agreement and all other revenues derived pursuant to Section 4.2(a) of said Loan Agreement, except for the rights of Debtor under Sections 4.2(c), 5.3 and 6.3 of the said Loan Agreement. The Security Agreement is that certain Indenture of Trust dated as of December 1, 1981 between the Debtor and the Secured Party.

RECORD FEE 4.00  
POSTAGE .50  
NO2126 C040 R01 T09:51

CHECK  THE LINES WHICH APPLY

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

JAN 4 82

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

(Proceeds of collateral are also covered) but without power of sale

(Products of collateral are also covered)

ANNE ARUNDEL COUNTY, MARYLAND

*[Signature]*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, AS TRUSTEE

by *[Signature]*  
(Signature of Secured Party)

J. CHRIS MATTHEWS

Type or Print Above Name on Above Line



1982 JAN -4 AM 9:53

140 B

Exhibit A

Page 1 of 1

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 231900  
RECORDED IN LIBER 423 FOLIO 576 ON March 31, 1980 (DATE)

1. DEBTOR

Name Glen Burnie T.V., Inc.  
Address 107 East Furnace Branch Road Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Whirlpool Acceptance Corporation  
Address 8220 Wellmoor Court Savage, MD 20763

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

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

CHECK  FORM OF STATEMENT

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

RECORD FEE 10.00  
POSTAGE .50  
#303320 0777 R03 111:23  
03/06/89

Please amend collateral as follows:

All inventory now owned or hereafter acquired, wherever located, including all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing.

BL  
CLERK

Glen Burnie T.V., Inc.

By W.A. Hickey  
signature of debtor  
W.A. Hickey - V. President

Dated 2/2/89

WHIRLPOOL ACCEPTANCE CORPORATION

By J.J. Giannattasio 2/2/89  
(Signature of Secured Party)

J.J. Giannattasio - Branch Manager  
Type or Print Above Name on Above Line

10.50

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

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

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

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

1. ~~LESSOR~~

Name UNIVERSAL TRAVEL, INC. PCC-Y7H0

Address 130 Holiday Ct Annapolis, MD 21401

2. ~~SECURED PARTY~~

Name AMERICAN AIRLINES, INC. RECORD FEE 12.00

SABRE Contracts/MD 4390 #303390 C777 R03 T11:26

Address P.O. Box 619616 03/06/89

DFW Airport, TX 752619616

Person And Address To Whom Statement Is To Be Returned 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 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.

Name and address of Assignee

*American Airlines Data processing 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)

Type or Print Above Name on Above Line

UNIVERSAL TRAVEL, INC. BY AMERICAN AIRLINES, INC. IT'S AGENTS BY  
 (Signature of Debtor) *[Handwritten Signature]*  
 Type or Print Above Signature on Above Line

*[Handwritten Signature]*  
 (Signature of Secured Party) *[Handwritten Signature]*

AMERICAN AIRLINES, INC.  
 Type or Print Above Signature on Above Line

1200

FINANCING STATEMENT FORM UCC-1

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

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

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

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

NOT SUBJECT TO RECORDATION TAX

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

1. DEBTOR

24-70

Name Oceana, Limited

Address 1811 Virginia Ave., Annapolis, MD. 21403

2. SECURED PARTY

Name Caterpillar Financial Services Corporation

Address 10630 Little Patuxent Parkway

Columbia, MD. 21044

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

RECORD FEE 11.00

POSTAGE .50

#303590 C777 R03 T11:45

03/06/89

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

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

One Caterpillar T25 Lift Truck, S/N 11X02184  
And substitutions, replacements, additions and  
accessions thereto, now owned or hereafter  
acquired and proceeds thereof.

Name and address of Assignee

Secured Party is seller of equipment not subject to recordation tax.

#21015

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Oceana, Limited

Signature

Ivon Paulin Title: PRES.  
(Signature of Debtor)

Ivon Paulin, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Martin L. Emrath  
(Signature of Secured Party)

Martin L. Emrath, Asst. Credit & Operations Mgr.  
Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT FORM UCC-1

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

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Melvin E. Turner 217-30-4198  
Address 2166 Old Dairy Farm Road, Gambrills, Anne Arundel,  
Maryland 21054-0675

2. SECURED PARTY

Name John Deere Company  
Address P. O. Box 65090  
West Des Moines, Iowa 50265

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

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

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

- 1 - N - JD 950 Tractor, S/N CHO9505031129, W/MFWD
- 1 - N - JD 45 Rear Blade 6', S/N W00045X020572
- 1 - N - DEMCO RM55R Sprayer

RECORD FEE 11.00  
POSTAGE .50  
#303640 C777 R03 11:49  
CK 03/06/89

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)

Melvin E. Turner  
(Signature of Debtor)

John Deere Company  
P. O. Box 65090  
West Des Moines, IA.  
50265

Melvin E. Turner  
Type or Print Above Name on Above Line

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

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

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

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

178

MARYLAND FINANCING STATEMENT

UCC-1

Not Subject to Recordation Tax - Conditional Sales Contract  
 Recordation Tax of \$\_\_\_\_\_ on \_\_\_\_\_  
 Principal Amount of \$\_\_\_\_\_ is enclosed/  
 has been paid (strike inapplicable phrase).

|                        |       |
|------------------------|-------|
| For Filing Officer     |       |
| File No.:              | _____ |
| Record Reference:      | _____ |
| Date & Hour of Filing: | _____ |

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

1. DEBTOR: D.F. Smith Masonry, Inc.  
 (Name or Names)  
204 Caswell Avenue Glen Burnie, Maryland 21061  
 (Address)

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

2. SECURED PARTY: Valley Supply and Equipment Company, Inc.  
 (Name or Names)  
1415 Clarkview Avenue Baltimore, Maryland 21209  
 (Address)

3. ASSIGNEE (if any)  
 of SECURED PARTY: Signet Bank/Maryland  
 (Name or Names)  
P.O. Box 22497 Baltimore, Maryland 21203  
 (Address)

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

One (1) 1987 Koehring Model 522 Skytrak Forklift, S/N #7C5252

RECORD FEE 11.00  
 POSTAGE .50  
 #303680 C777 R03 11:51  
 03/06/89

CK

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

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):  
D.F. SMITH MASONRY, INC.  
 By: [Signature]  
 (Title)  
Deane G. Smith Pres  
 (Type or print name of person signing)

SECURED PARTY:  
VALLEY SUPPLY AND EQUIPMENT COMPANY, INC.  
 By: [Signature]  
Howard S. Klen Pres  
 (Type or print name of person signing)

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

Return To: Signet Bank/Maryland  
P.O. Box 22497 Baltimore, Maryland 21203



MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

| For Filing Officer     |       |
|------------------------|-------|
| File No.:              | _____ |
| Record Reference:      | _____ |
| Date & Hour of Filing: | _____ |

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

1. DEBTOR: Signal Science, Inc.  
 7223 Parkway Drive, Suite <sup>(Name or Names)</sup> 105, Hanover, MD 21076  
 (Address)
- DEBTOR: \_\_\_\_\_  
 (Name or Names)  
 \_\_\_\_\_  
 (Address)
2. SECURED PARTY: COMMERCIAL CAPITAL, INC.  
 (Name or Names)  
 11350 McCormick Rd., Executive Plaza I, Hunt Valley, MD 21031  
 (Address)
3. ASSIGNEE (if any)  
 of SECURED PARTY: Harbor Federal Savings & Loan  
 (Name or Names)  
 3200 Eastern Ave., Baltimore, Md. 21224  
 (Address)

4. This Financing Statement covers the following types (or items) of property:
- (1) USC-26 Radio Frequency Shielded Enclosure which consists of rigid modular wall, floor and ceiling panels in an integral framing system with nominal dimensions of 11 ft x 14 ft x 8 ft high (L-shaped). The enclosure includes the following:
- A. An RF shielded personnel door with clear opening 3'x7'
  - B. Type RCM-154 shield door - recessed finger stock.
  - C. Polyvinyl and masonite underlayment.
  - D. RF air vents.
  - E. Brass ground stud.
  - F. One removable co-axial connector panel - 12" x 12".
  - G. Three 100 amp UL power filters.
  - H. Two 3 x 25 amp power filters.
  - I. One 6" x 6" RF air vent.
  - J. Six brass pipe penetrations for the AC system. Sizes - 2  
 - 1/4", 2 - 5/8", 2 - 1/2".

RECORD FEE 11.00  
 POSTAGE .50  
 #303730 C777 R03 T11:55  
 GK 03/06/89

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): Signal Science, Inc. SECURED PARTY: COMMERCIAL CAPITAL, INC.  
 (Company, if applicable)

By: John P. King Vice President By: John H. Scally  
 (Type or print name of person signing) (Type or print name of person signing)

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

Return To: \_\_\_\_\_

1150

276518

538 PAGE 422

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)<br><b>Quantitative Medicine Incorporated</b><br>1835 Forest Drive, Suite H<br>Annapolis, MD 21401<br>4144-94772 mo                                                                                                                                                                    | 2. Secured Party(ies) and address(es)<br><b>Hewlett Packard Company</b><br><b>Finance &amp; Remarketing Division</b><br>331 East Evelyn Avenue<br>Mountain View, CA 94041 | 3. Maturity date (if any):<br>For Filing Officer (Date, Time, Number, and Filing Office)<br><br>RECORD FEE 17.00<br>POSTAGE .50<br>#303330 C177 R03 T11:24<br>03/06/89<br>CK |
| 4. This financing statement covers the following types (or items) of property:<br><b>Hewlett Packard Equipment per the Attached Equipment Schedule</b><br><b>**Debtor has Authorized Secured Party to File Proceeds of Collateral Are Covered</b><br><br><i>This equipment is not subject to Recordation tax</i><br><del>17.50</del> |                                                                                                                                                                           | 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: \_\_\_\_\_

By: Maria A Collins Signature(s) of Debtor(s) **Quantitative Medicine Incorporated**  
**By Hewlett Packard Company, Its Attorney In Fact**

By: Maria A Collins Signature(s) of Secured Party(ies) **Hewlett Packard Company**

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

# HEWLETT-PACKARD

## PAYMENT PLAN AGREEMENT EQUIPMENT SCHEDULE

HEWLETT-PACKARD COMPANY  
Finance and Remarketing Division  
331 E. Evelyn Ave.  
Mountain View, CA 94041

Payment Plan Agreement # 4144-94772  
Ref: Master Payment Plan Agreement # 4144-94772

HP TAX I.D. #: 94-1081436

CUSTOMER: Quantitative Medicine Incorporated  
(Full Legal Name)  
1835 Forest Drive, Suite H  
(Street Address)  
Annapolis, Anne Arundel, Maryland 21401  
(City) (County) (State) (Zip)  
Gerald Woodard  
(Contact Name and Phone Number)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF CUSTOMER:

Street \_\_\_\_\_  
City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement:

- Master Payment Plan Agreement # 4144-94772  HP Product Warranty, Form # 5954-1617(D), Rev. 06-88  
 Purchase Discount Agreement # \_\_\_\_\_  HP Software Terms, Form # 5954-1618(D), Rev. 06-88  
 \_\_\_\_\_  \_\_\_\_\_

The following Exhibits checked below are attached hereto and made a part of this Agreement:

- Early Buyout Schedule dated 09/01/88  \_\_\_\_\_  
 \_\_\_\_\_  \_\_\_\_\_

### Terms and Conditions:

1. Non-Cancellable Agreement: THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.
2. Term: The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date HP executes the same and shall expire 48 months following the "Payment Commencement Date" as defined in paragraph 2 of the above-referenced Master Agreement. However, if Customer has executed this Schedule and the Equipment ordered has been delivered prior to HP's execution thereof, the term of this Schedule shall be effective on the date of execution by Customer.
3. Payments: As payment for the Equipment acquired hereunder throughout the term hereof, Customer agrees to pay HP, its successors or assigns the sum of \$ 477.32 per month, exclusive of applicable use taxes. Payment shall begin to accrue upon delivery and acceptance of the Equipment as defined in the above referenced Master Payment Plan Agreement.
4. Amount Financed: The total amount financed under this Equipment Schedule, after deducting all applicable credits and discounts is \$ 17,958.00
5. Continuation, Return Options: Provided that no event of default has occurred or is continuing to occur at the end of 42 months, Customer shall have the option to exercise the following options by providing HP with sixty (60) days prior written notice of its intention to:
  - (i) Continue payments on all of the Equipment covered by this Agreement for 6 months, at the beginning of which period title to the Equipment shall pass to Customer;
  - (ii) return in accordance with the above referenced Master Payment Plan Agreement any Equipment covered by this Schedule that is not continued.
6. Early Buyout Option: At its option beginning with the thirteenth (13th) month following the Payment Commencement Date, Customer may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. The purchase price shall be determined from the above-referenced Early Buyout Schedule.
7. Equipment Upgrade/Add-On: At its option but subject to HP's prior written consent, Customer may acquire additional equipment and/or upgraded equipment for those items covered under this Schedule on a then currently marketed HP upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule.
8. Upgrade Credit: If this Equipment Schedule reflects an upgrade credit for equipment to be returned by Customer to HP, Customer agrees to return such equipment to HP within thirty (30) days of delivery and acceptance of the new Equipment acquired hereunder.
9. Financing Statement: CUSTOMER HEREBY NOMINATES AND APPOINTS HP AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF EXECUTING ON ITS BEHALF FINANCING STATEMENTS (AND ANY APPROPRIATE AMENDMENTS THERETO) UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, FOR PROTECTIVE PURPOSES, RELATIVE TO THIS AGREEMENT AND THE EQUIPMENT ACQUIRED HEREUNDER.

Equipment Schedule:

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

See the attached equipment schedule.

|                             |             |
|-----------------------------|-------------|
| NET PRICE — HARDWARE        | \$17,568.00 |
| NET PRICE — SOFTWARE        | 390.00      |
| TOTAL NET PRICE — EQUIPMENT | 17,958.00   |
| OTHER COSTS                 | 0.00        |
| LESS: DOWN PAYMENT/CREDITS  | 0.00        |
| AMOUNT TO FINANCE           | 17,958.00   |

By execution hereof, the signer hereby certifies that he/she has read this Agreement and the attached Exhibits and that he/she is duly authorized to execute this Agreement on behalf of Customer.

HEWLETT-PACKARD COMPANY ("HP") \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signature

NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CUSTOMER: Quantitative Medicine Incorporated

BY: [Signature]  
Authorized Signature

NAME/TITLE: MARK STEGA, President

DATE: 12-28-88



EQUIPMENT SCHEDULE :  
Quantitative Medicine

LEASE #: 4144-94772

| QTY | MODEL    | DESCRIPTION          | ITEM LIST PRICE (\$) | ITEM DISC | ITEM NET PRICE (\$) | EXTENDED NET PRICE (\$) |
|-----|----------|----------------------|----------------------|-----------|---------------------|-------------------------|
| 2   | D1404A   | Vectra PC            | 5495.00              | 40.00%    | 3297.00             | 6594.00                 |
| 2   | Opt. ABA | Keyboard/Kit         | 0.00                 | 0.00%     | 0.00                | 0.00                    |
| 2   | D1542A   | Memory Expansion     | 5195.00              | 40.00%    | 3117.00             | 6234.00                 |
| 2   | 46060A   | Mouse                | 155.00               | 40.00%    | 93.00               | 186.00                  |
| 2   | *D1302A  | MS/OS2               | 325.00               | 40.00%    | 195.00              | 390.00                  |
| 2   | Opt. ABA | System disks.        | 0.00                 | 0.00%     | 0.00                | 0.00                    |
| 1   | 33440A   | LaserJet II printer  | 2695.00              | 40.00%    | 1617.00             | 1617.00                 |
| 2   | 92286Z   | Microsoft font cart. | 330.00               | 40.00%    | 198.00              | 396.00                  |
| 1   | 33443B   | Memory expansion     | 595.00               | 40.00%    | 357.00              | 357.00                  |
| 1   | 9190A    | ScanJet Scanner      | 1495.00              | 40.00%    | 897.00              | 897.00                  |
| 1   | 88290A   | Interface/Scanjet    | 595.00               | 40.00%    | 357.00              | 357.00                  |
| 1   | D1183A   | Touchscreen          | 530.00               | 40.00%    | 318.00              | 318.00                  |
| 1   | 45813A   | Vectra disk drive    | 325.00               | 40.00%    | 195.00              | 195.00                  |
| 1   | D1182A   | VGA color display    | 695.00               | 40.00%    | 417.00              | 417.00                  |

The discounts quoted are contingent upon a fully approved and executed Demonstration Development Agreement.

|                           |          |
|---------------------------|----------|
| NET PRICE-HARDWARE        | 17568.00 |
| NET PRICE-SOFTWARE        | 390.00   |
|                           | -----    |
| TOTAL NET PRICE EQUIPMENT | 17958.00 |
| OTHER COSTS               | 0.00     |
| LESS DOWN PAYMENT         | 0.00     |
|                           | =====    |
| AMOUNT TO FINANCE         | 17958.00 |

\* Indicates software item

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519

Page 565

Identification No. 270536

Dated November 9, 1987

1. Debtor(s) Chandler Point Corporation  
 Name or Names-Print or Type

900 Ritchie Highway, Suite 201, Severna Park, MD 21146  
 Address-Street No. City-County State Zip Code

2. Secured Party Provident Bank of Maryland  
 Name or Names-Print or Type

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

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

|                                                                                                                                                                                                                                                                     |                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Continuation.....( )<br>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.                                                                                                | B. Partial Release.....(X)<br>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: |
| C. Assignment.....( )<br>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured party's right under the financing statement bearing the file number, shown above in the following property: | D. Other:.....( )<br>(Indicate whether amendment, termination, etc.)                                                                                                  |

RECORD FEE 10.00  
 POSTAGE .50  
 #282390 0055 004 T13/24  
 03/06/87

Lot Number 56 as shown on the Plat entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 43 inclusive.

Dated January 23, 1988

PROVIDENT BANK OF MARYLAND

By: Alex J. Guggenheim  
(Signature of Secured Party)

Alex J. Guggenheim, Vice President  
Type or Print Above Name on Above Line

MAIL TO

FOURTH FLOOR  
 1000 ...  
 BALTIMORE, MD 21202

BOOK 538 PAGE 427

276522



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)  
Mark Andrew Walp  
1207 West  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
Chevron U.S.A.  
P. O. Box R  
Concord, CA 94524

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

4. This financing statement covers the following types (or items) of property:  
  
SERVICE STATION EQUIPMENT FINANCED ON PURCHASE AND SALE  
SECURITY AGREEMENT FOR USE AT SERVICE STATION FACILITY  
121883

RECORD FEE 11.00  
POSTAGE .50  
4500470 0345 R01 T13:01  
5. Assignee(s) of Secured Party and Address(es)  
03/07/89  
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:

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

Filed with:

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.

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS  
OF ANNE ARUNDEL COUNTY

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

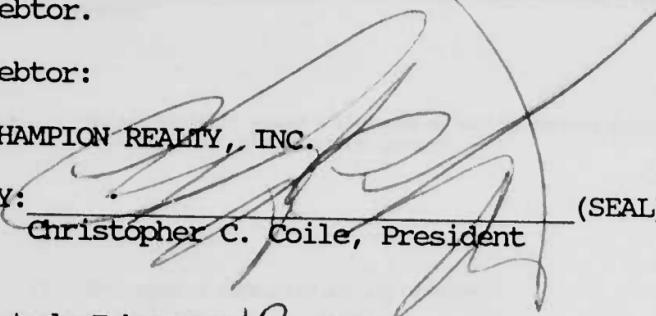
1. Debtor: Address:  
 CHAMPION REALTY, INC. 541-B Baltimore Annapolis Boulevard  
Severna Park, Maryland 21146
2. Secured Party: Address:  
 SECOND NATIONAL FEDERAL P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.  
 SAVINGS BANK
3. This Financing Statement covers:

All accounts receivable and earned commissions related to Debtor's real estate brokerage business now outstanding and which in the future may come into existence and all the Debtor's rights to payment in connection with or relating to the accounts receivables and earned commissions and all proceeds thereof, including after-acquired property.

4. The aforesaid items covered by this Financing Statement constitutes security for repayment of new indebtedness evidenced by a Revolving Line Promissory Note in the amount of \$350,000.00 of even date herewith, and as additional security for a prior Promissory Note of Christopher C. Coile, George R. Savani, Jr., Patricia M. Savani, Michael J. Lyons, Dixie A. MacMurray, Rodger L. Weese and Carol M. Ross in the amount of \$1,000,000.00 dated May 11, 1988, and modified by the Promissory Note Extension and Modification Agreement of even date herewith, which loan is guaranteed by the Debtor.

Debtor:

CHAMPION REALTY, INC.

BY:  (SEAL)  
 Christopher C. Coile, President

Dated: February 17, 1989

RECORD FEE 11.00

OK POSTAGE .50

#502740 C345 R01 T13#42

03/07/89

MR. CLERK, please return to:

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

*Handwritten initials*

538 SALE 429

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

276528

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 NUMBER ONE SUPPLY CORPORATION

Address 7700 SHIPLEY AVE., HARMANS, M. 21077

2. SECURED PARTY

Name MAI BASIC FOUR, INC.

Address P.O. BOX C-11921, FUSTIN, CA. 92711

RECORD FEE 11.00  
POSTAGE .50  
#304270 0777 R03 T11:06  
03/08/89

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

CK

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

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

Name and address of Assignee

(1) 3000 CCA, 160MB FXD DISK, (PROMO) (10 MEMORY BOARD, 4MB RAM (3000 PRMO) (1) HD DSK, 160MB 5 1/4" W/CABLE, 2ND, 3000 (1) CONTR, 8-WAY (2500/3000/4000) (1) TAPE PKG, INTERNAL 120MB MCS (3000 PROMO) (2) PTR,PT-4214 DUAL INTERFACE CENT PAR/IND STD SER (8) TERMIANL,D T-4313 US ENG (3000 PROMO) (1) PTR,PT-4222 40UCPS MATRIC (3000 RPKMO) (4) TERMINAL, DT-4313 US ENG; MFG.AND SOLD BY MAI BASIC FOUR, INC. PROCEEDS OF COLLATEAL ARE COVERED. WA5777 CUST#032085001 SHPD 2/24/89 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)

Type or Print Above Name on Above Line

NUMBER ONE SUPPLY CORP. (Signature of Debtor)  
DEBORAH BURGER, ATTORNEY IN FACT

Type or Print Above Signature on Above Line

Jenan Wilhelm (Signature of Secured Party)

MAI BASIC FOUR, INC. JENAN WILHELM

CREDIT & COLLECTION (Type of Party) Above Signature on Above Line

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

|                                                                                                                                                                                     |                                                                                                                                       |                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Debtor(s) (Last Name First) and address(es)</b><br>Correll, Mary<br>13 Lincoln Parkway<br>Annapolis, Md 21401                                                                 | <b>2. Secured Party(ies) and address(es)</b><br>U.S. Energy Conservation Corp.<br>6911 Richmond Highway<br>Alexandria, Virginia 22306 | <b>For Filing Officer (Date, Time, Number, and Filing Office)</b><br>RECORD FEE 11.00<br>POSTAGE .50<br>#2716 0777 R01 109:27<br>APR 1 87 |
| <b>4. This financing statement covers the following types (or items) of property:</b><br>538 B.E. 430<br><br>18 replacement windows<br><br>CONDITIONAL SALES CONTRACT<br>TAX EXEMPT |                                                                                                                                       | <b>5. Assignee(s) of Secured Party and Address(es)</b><br>Barclays American/Fin.<br>424 Maple Avenue East<br>Vienna, Virginia 22180       |

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

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.

Date FEB 28 19 89

*John M. Shore, Asst. Mgr.*  
 By: *Kim M. GAOVE*  
 (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 acknowledgment.

BOOK 510 PAGE 106

RECORD FEE 246.795 10.00  
 POSTAGE .50  
 #304280 0777 R03 T11:07  
 03/09/89

1550

OK

MAIL TO:

BARCLAYS AMERICAN/FIN.  
 PO BOX 10009  
 ROCKVILLE, MD 20850

538 431

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)<br>Baldwin Service Center, Inc.<br>41 Defense Highway<br>Annapolis, Md 21401                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2. Secured Party(ies) and address(es)<br>Bush Hog, Agri. Imp. Div.<br>Allied Prod. Corp.<br>2501 Griffin Ave.<br>Selma, AL 36701 | 3. Maturity date (if any):<br>For Filing Officer (Date, Time and Filing Office)<br><br>RECORD FEE 10.00<br>POSTAGE .50<br>#304390 0777 R03 T11:17<br>03/08/89 |
| 4. This statement refers to original Financing Statement bearing File No. 252045<br>Filed with _____ county Date Filed May 17, 19 84                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                  |                                                                                                                                                               |
| 5. <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.<br>6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.<br>7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.<br>8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.<br>9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.<br>10. |                                                                                                                                  |                                                                                                                                                               |
| No. of additional Sheets presented:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                  |                                                                                                                                                               |
| Bush Hog, Agri. Imp. Div. Allied Prod. Corp.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                  |                                                                                                                                                               |
| By: _____<br>Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).<br>(1) Filing Officer Copy - Alphabetical                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | By: <i>Betty Smithman</i><br>Signature(s) of Secured Party(ies)                                                                  |                                                                                                                                                               |

STANDARD FORM - FORM UCC-3



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

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

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

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

1. DEBTOR

Name Corman Construction, Inc.
Address 8111 Annapolis Junction Road, Jessup, MD 20794 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.
Address 1400 Joh Avenue, Baltimore, Maryland 21227

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

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

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

ONE (1) Dresser Model TD 20G SN 35043

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .50
#304410 C777 R03 T11-18
03/08/89
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)

na

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

na

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

Corman Construction, Inc.

Signature of Debtor

ROY DANIELS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Signature of Secured Party

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

Handwritten marks: 11/5

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257554

RECORDED IN LIBER 487 FOLIO 234 ON 7/24/85 (DATE)

1. DEBTOR

Name Jon Perdew & Terry Cummings dba Sdenic Lawn's Landscaping  
 Address P.O. Box 3056, Crofton, MD 21114

2. SECURED PARTY

Name J.I. Case Credit Corp.  
 Address 5790 Widewaters Pky., Dewitt, NY 13214

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

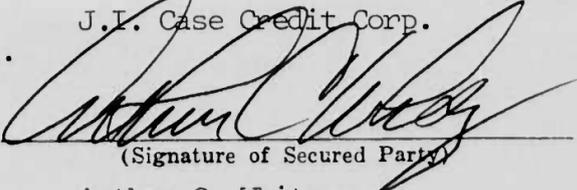
3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/><br/>                 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"/><br/>                 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"/><br/>                 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"/><br/>                 (Indicate whether amendment, termination, etc.)<br/>                 Termination</p>                                                      |
| <p style="text-align: right;">RECORD FEE 10.00<br/>                 POSTAGE .50<br/>                 #304420 CT77 R03 T11:18<br/>                 03/08/89</p>                                                                                                                                                 |                                                                                                                                                                                                                 |

Anne Arundel Co. **CK** 4733

Dated Feb. 23, 1989

J.I. Case Credit Corp.  
  
 (Signature of Secured Party)  
Arthur C. Whitney  
 Type or Print Above Name on Above Line

150

#57041

2-28-89

STATE OF FLORIDA

Seminole Form UCC-1

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981

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

DEBTOR (Last Name First if a Person)  
 NAME **Del-Mar Va Exterminating Service, Inc.**

1A  
 MAILING ADDRESS **1629 Forest Drive**

CITY **Annapolis** STATE **MD** 21407

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)  
 NAME

1B  
 MAILING ADDRESS

CITY STATE

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)  
 NAME

1C  
 MAILING ADDRESS

CITY STATE

SECURED PARTY (Last Name First if a Person)  
 NAME **Denrich Leasing, Inc.**

2A  
 MAILING ADDRESS **8325 N.W. 53rd Street**

CITY **Miami** STATE **FL** 33166

MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)  
 NAME

2B  
 MAILING ADDRESS

CITY STATE

ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)  
 NAME

3  
 MAILING ADDRESS

CITY STATE

THIS SPACE FOR USE OF FILING OFFICER  
 Date, Time, Number & Filing Office

**538** **434**

**276532**

RECORD FEE 11.00  
 POSTAGE .50  
 #304460 CT77 R03 T11:21  
 03/08/89

CK

AUDIT UPDATE

VALIDATION INFORMATION

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11"

See Schedule "A"

THE FOREGOING EQUIPMENT IS ON LEASE TO THE ABOVE NAMED LESSEE. FILING IS INTENDED FOR INFORMATIONAL PURPOSES ONLY.

5. Proceeds of collateral are covered as provided in Sections 679 203 and 679 306, F.S.

6. Filled with: **Maryland Sec of State**

7. No of additional Sheets presented: **1**

8. (Check ) All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201 22, F.S., have been paid.  
 Florida Documentary Stamp Tax is not required.

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.  
 as to which the filing has lapsed.  
 acquired after a change of name, identity, or corporate structure of the debtor or secured party.

10. (Check  if so)  
 Debtor is a transmitting utility  
 Products of collateral are covered

11. SIGNATURE(S) OF DEBTOR(S)  
**William Schlotzhauer - President**  
*William D. Schlotzhauer*

12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE  
*[Signature]*  
**AD**

13. Return copy to:  
 NAME **Denrich Leasing, Inc.**  
 ADDRESS **8325 NW 53 St**  
 CITY **Miami**  
 STATE **FL** ZIP CODE **33166**

1150

NAME AND ADDRESS OF PREPARER

SCHEDULE "A"

- |   |                                                      |      |
|---|------------------------------------------------------|------|
| 1 | Acer 900: 80MB Disk                                  | S/N: |
| 1 | Acer Color Monitor                                   | S/N: |
| 3 | Acer 710 Computers w/KEYBOARDS                       | S/N: |
| . | S/N:                                                 | S/N: |
| 3 | Acer Monochrome Monitors                             | S/N: |
| . | S/N:                                                 | S/N: |
| 1 | Novell ELS Netware                                   |      |
| 4 | Network Cards                                        |      |
| 1 | 60MB Tape Back-up w/5 TAPES                          |      |
| 1 | Nicholas Data Routeman Multi-user Software           |      |
| 1 | Accounts Payable, General Ledger, Payroll, Last Word |      |

RECORD FEE 11.00  
 POSTAGE .50  
 #304460 0777 R03 T11:21  
 03/08/89

This Schedule "A" is attached to and a part of Denrich Leasing, Inc. Lease No. 57041 and constitutes a true and accurate description of the equipment.

DATE: 2-14-84

Del-MarVa Exterminating Service, Inc.

BY: William H. Schlottzhauser  
 William Schlottzhauser

TITLE: Pres  
 President

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 5,700.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR  
Gable Sign & Graphics, Inc.  
 \_\_\_\_\_  
 (Name)  
7946 Fort Smallwood Road  
 \_\_\_\_\_  
 (Address)  
Baltimore, Maryland 21226  
 \_\_\_\_\_

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Jennifer Austin  
 \_\_\_\_\_  
 (Name of Loan Officer)  
18 West Street  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401  
 \_\_\_\_\_

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)
- See attached schedule "A"

RECORD FEE 11.00  
 RECORD TAX 42.00  
 POSTAGE .50  
 #304500 C777 R03 T11:24  
 03/08/89

GK

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

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

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

DEBTOR (OR ASSIGNOR)  
Gable Signs & Graphics, Inc. (Seal)  
*Paul P. Gable* (Seal)  
 \_\_\_\_\_  
 (Signature)  
Paul P. Gable, President  
 \_\_\_\_\_  
 (Print or Type Name)

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

11-  
42-  
-50

SCHEDULE "A"

Roper Whitney "Connecticut" Mo. 816 Straight Brake s/n 374-10-88

Ruoff Automatic Power Notcher No. 1 s/n 2685B

Roper Whitney "Connecticut" Model U-416 Universal Brake s/n 1336289

Roper Whitney Model 455 Combination Bender/Shear/Notcher with Stand  
s/n 688

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                     |                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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)<br>ROBERTA M. NELSON<br>LYONS CREEK MHP, LOT 244<br>LOTHIAN, MD. 20711                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2 Secured Party(ies) Name(s) and Address(es)<br>JOYE REAL ESTATE<br>6500 OLD BRANCH AVE.<br>TEMPLE HILLS, MD. 20748 | 4 For Filing Officer Date, Time, No Filing Office<br><br>RECORD FEE 11.00<br>POSTAGE .50<br>#304560 0777 R03 T11:34<br>03/08/89                                                                                          |                                                                                                                                                                                                                                                                                                            |
| 5 This Financing Statement covers the following types (or items) of property<br>1974 12705216<br>70 X 12 NORRIS Rooms<br>To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufactures invoice and/or purchase agreement and/or retail security agreement.<br><input checked="" type="checkbox"/> Products of the Collateral are also covered                                                                                                                                                                                                                                             |                                                                                                                     | 6 Assignee(s) of Secured Party and Address(es)<br>Crescent Financial, Inc.<br>1623 Forest Drive Suite 201<br>Annapolis, MD 21401                                                                                         |                                                                                                                                                                                                                                                                                                            |
| 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                                                                                                                                                                                                 | 7 <input type="checkbox"/> The described crops are growing or to be grown on.*<br><input type="checkbox"/> The described goods are or are to be affixed to.*<br><input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on.*<br>*(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)<br><input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or<br><input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or<br><input type="checkbox"/> as to which the filing has lapsed, or<br>already subject to a security interest in another jurisdiction.<br><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:<br><input type="checkbox"/> Consignee(s) and Consignor(s), or<br><input type="checkbox"/> Lessee(s) and Lessor(s). |                                                                                                                                                                                                                                                                                                            |
| ROBERTA M. NELSON<br>By <u>Roberta M. Nelson</u><br>Signature(s) of Debtor(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                     | Crescent Financial, Inc.<br>By <u>Ronda J. Jorgensen</u><br>Signature(s) of Secured Party(ies)<br>(Required only if Item 10 is checked)                                                                                  |                                                                                                                                                                                                                                                                                                            |
| (1) Filing Officer Copy - Numerical<br>STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania<br>(3/83)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                     |                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                            |

276535

BOOK 538 PAGE 439

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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)<br>AMBURGEY CONNIE S.<br>AMBURGEY CURTIS W.<br>E 19 HOLIDAY MOBILE HOME ESTATES<br>JESSUP MD 20794                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2 Secured Party(ies) Name(s) and Address(es)<br>GREEN TREE ACCEPTANCE, INC.<br>P.O. BOX 4488<br>WOODBRIE, VA 22194 |                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 4 For Filing Officer Date, Time No Filing Office<br>RECORD FEE 12.00<br>#304570 C777 R03 11:35<br>CK 03/08/89                                                                                                           |
| 5 This Financing Statement covers the following types (or items) of property<br>1976 DE ROSE ROSEMONT 14 X 70<br>SERIAL # C18518 AND INCLUDING ALL FURNITURE, FIXTURES,<br>APPLIANCES AND APPURTENANCES THEREIN AND THERETO;<br>INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S<br>INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT<br><input type="checkbox"/> Products of the Collateral are also covered                                                                                                                                                                                                                                |                                                                                                                    | 6 Assignee(s) of Secured Party and Address(es):<br>GREEN TREE ACCEPTANCE INC.<br>2200 OPITZ BOULEVARD SUITE 245<br>WOODBRIE, VA 22194<br><input type="checkbox"/> The described crops are growing or to be grown on *<br><input type="checkbox"/> The described goods are or are to be affixed to *<br><input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on *<br>*(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)<br><input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or<br><input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or<br><input type="checkbox"/> as to which the filing has lapsed, or<br>already subject to a security interest in another jurisdiction<br><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:<br><input type="checkbox"/> Consignee(s) and Consignor(s), or<br><input type="checkbox"/> Lessee(s) and Lessor(s) |
| AMBURGEY CONNIE S. AMBURGEY CURTIS W.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                    | GREEN TREE ACCEPTANCE, INC.                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                         |
| By <u>Connie S. Amburgey</u> Signature(s) of Debtor(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                    | By <u>[Signature]</u> Signature(s) of Secured Party(ies)<br>(Required only if Item 10 is checked)                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                         |
| (3/83) 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                    | (1) Filing Officer Copy - Numerical                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                         |
| STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                         |

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 \$ 13,500.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of Court, Anne Arundel County

5. Debtor(s) Name(s) Address(es)  
 Environmental Testing Lab Inc 1993 Moreland Parkway #203  
 Annapolis, Md. 21401

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Karl Maevers Baltimore, Md. 21202  
(Type name & title)

RECORD FEE 11.00  
 RECORD TAX 94.50  
 POSTAGE CK .50  
 #304590 C777 R03 T11:37  
 03/08/89

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  
 Environmental Testing Lab Inc (Seal)  
 By: Daniel J Brunster U.P. (Seal)

Equitable Bank, N.A.  
 By: Virginia Vranas (Seal)  
 Virginia Vranas (Seal)

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

JK  
 94.50  
 .50

SCHEDULE A

BOOK 538 PAGE 441

Comtex 286 12MHZ 640k ram(Server)

- A. 60 MB Hardisk
  - B. 60 MB Tape Backup
  - C. 1.2 meg floppy
- KEYBOARD, AMBER MONITOR

Novel workstations with Ethernet Interface

EGA 20MEG 512K RAM 10MHz XT WORKSTATION

NetWare/Arcnet Interface cards (2)  
Novell Operating System

PANASONIC 1124 with cable

3 T connectors

Coax RG-62 per foot

DBASE /// PLUS 1.1

|               |            |
|---------------|------------|
| 1 D45TLA5000K | MOSTAR     |
| 1 B665        | CONTROL    |
| 1 B305        | MULTI-SYS  |
| 1 699         | CALL ALERT |
| 1 TDF6311     | YAGI       |
| 1 TX          |            |
| 3 D45TLA5000K | MOSTAR     |
| 3 B305        | MULTI-SYS  |
| 3 B18         | SPEAKERS   |
| 3 B687        | DECODE     |
| 3 B81         | LOCK MT    |
| 3 B945        | SCAN       |

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

DEBTOR  
424 Associates, Inc.  
T/A 424 Wine & Spirits  
 (Name)  
2046 Davidsonville Road  
 (Address)  
Crofton, Maryland 21146

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: Stephanie P. Yancy  
 (Name of Loan Officer)  
25 S. Charles Street  
 (Address)  
Baltimore, Maryland 21201  
~~Commercial Finance 101-508~~

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.

RECORD FEE 12.00  
 POSTAGE **CK** .50  
 #304610 C777 R03 T11:38  
 03/08/89

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

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

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

DEBTOR (OR ASSIGNOR)  
424 Associates, Inc. T/A 424 Wine & Spirits (Seal)  
 (Signature) (Seal)  
 \_\_\_\_\_  
 (Print or Type Name)

~~SECURED PARTY (OR ASSIGNEE)~~  
Richard J. Ray (Seal)  
Elizabeth A. Ray (Seal)  
 \_\_\_\_\_  
 (Print or Type Name)

*Handwritten initials/signature*

"INSTALLMENT PLAN BUYING NOT SUBJECT TO RECORDATION TAX

276538

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

1. DEBTOR Hoffman, Jeffrey, dba  
ANNAPOLIS EMPORIUM  
Name \_\_\_\_\_  
Address 124 Dock St., Annapolis MD

2. SECURED PARTY Midlantic Commercial Leasing  
Name \_\_\_\_\_  
Address 225 W. 34th St., New York, NY 10122

Person And Address To Whom Statement Is To Be Returned 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) 10" Mitre Saw /Kennedy Studios #MN010-89099  
SMC Model MN-10...With:  
FRL  
Spray Mist  
AG-8 With V-Stop
- Two (2) S010-CT-Saw Blade -10"x80Tx5°

RECORD FEE 12.00  
POSTAGE .50  
#304670 0777 R03 T11:42  
03/08/89

SECURED PARTY IS THE SELLER

CHECK  THE LINES WHICH APPLY

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

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

Jeffrey Hoffman, Owner  
Type or Print Above Name on Above Line

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

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

[Signature]  
(Signature of Secured Party)

Midlantic Commercial Leasing Corp.  
BANKS  
Type or Print Above Signature on Above Line

1250

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)  
KENNETH R. KENNEDY  
995 ALMAS WAY  
LOTHIAN, MD. 20711

2 Secured Party(ies) Name(s) and Address(es)  
JOYE REAL ESTATE  
6500 OLD BRANCH AVE.  
TEMPLE HILLS, MD. 20748

3  The Debtor is a transmitting utility

4 For Filing Officer: Date, Time No Filing Office  
RECORD FEE 11.00  
POSTAGE GK .50

5 This Financing Statement covers the following types (or items) of property  
1968 65 X 12 ~~KKK~~ PARKWOOD  
601210728 Rooms

6 Assignee(s) of Secured Party and Address(es)  
Crescent Financial, Inc.  
1623 Forest Drive Suite 201  
Annapolis, MD 21401 R03 T11:43

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)

By *Kenneth R. Kennedy*  
KENNETH R. KENNEDY

By *Hinda Jaggar*  
Crescent Financial, Inc.  
Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked.)

Approved by *KW*  
Secretary of Commonwealth of Pennsylvania

(3/83)

BOOK 538 PAGE 445

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 \$ 201,200.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessments and Taxation

5. Debtor(s) Name(s): Eastern Petroleum Corporation Address(es): 33 Hudson Street  
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit  
Post Office Box 987, Mailstop 500-270  
Attention: Maria-Luisa Yen 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 equipment schedule

Debtor: Eastern Petroleum Corporation

Secured Party: Maryland National Bank

By: [Signature] (Seal)  
Type name and title, if any Thomas C. Ellis, Vice President and General Manager

By: [Signature] (Seal)  
Robert G. Jones  
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 13.00  
POSTAGE GK .50  
#004170 0345 R01 T11:57  
03/08/89



EASTERN PETROLEUM CORPORATION

33 HUDSON STREET  
ANNAPOLIS, MARYLAND 21401  
266-5222

MOUNTAIN & SOLLEY ROADS  
PASADENA, MARYLAND 21122  
766-2360

EQUIPMENT SCHEDULE

1/19/89

WEST PASADENA AMOCO  
8355 RITCHIE HIGHWAY  
PASADENA, MD 21122

VENDOR & DESCRIPTION

AMOUNT

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| ALGER ELECTRIC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 45,475.00 |
| Install 3-8000 gallon gas tanks, 2 new islands, 2 MPD dispensers and self-serv equipment that is supplied by owner. Remove 4-4000 gallon gas tanks and dispose of tanks. Install concrete pad over tank area, 2 canopy footings and new islands. Re-pour concrete where piping will be done and patch blacktop to existing concrete. Wire all the above equipment and install new electric panel. Install phase one vapor recovery at tank. Wire 6-400 watt canopy fixtures and intercom system. |              |
| JCV INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2,715.00     |
| 3 Red Jacket 3/4 hp submersible pumps for 96" diameter tank with PLD leak detector, control box and 24" x 24" manhole @ \$905.00/each.                                                                                                                                                                                                                                                                                                                                                           |              |
| BUFFALO TANK CORP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 17,013.60    |
| 3-8000 gallon Buffhide tanks @ \$5,304.00/each.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |              |
| JCV INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 20,366.00    |
| 2 Gilbarco MPD-1 six hose multi-product dispensers with painted canopy; OPW 11A nozzles; Safety breaks; 3/4" x 3/4" swivel and shear valve @ \$10,183.00/each.                                                                                                                                                                                                                                                                                                                                   |              |
| JCV INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2,812.00     |
| 1 Gilbarco Transac 12G six positions console.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |              |
| JCV INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 701.40       |
| Islands & Curbs: 2 Dogbone islands with 1-9" high end and 1-24" high 9' long (F.O.B. Factory) and 2 MPD-1 anchor boxes (F.O.B. Factory).                                                                                                                                                                                                                                                                                                                                                         |              |
| JCV INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 10,500.00    |
| Canopy & Lights: 24' x 34' two column canopy with 15' centers; 30 psf live load; 100 mph wind load; 14'6" height; 36" flat fascia; Amoco black; anchor bolts; construction and permit drawings; 6-400 watt super metal halide canopy fixtures; freight included.<br>Canopy Erection: Erect canopy on footers provided by others; Hang but not wire 6 canopy lights, Amoco striping installed but furnished by Eastern Petroleum.                                                                 |              |
| COLBERT ENGINEERING, INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2,912.00     |
| Engineering work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |

FUEL OILS • GASOLINES • DIESEL FUEL • HEATING • AIR CONDITIONING

\$ 102,495.00

TCE  
2/22/89



EASTERN PETROLEUM CORPORATION

33 HUDSON STREET  
ANNAPOLIS, MARYLAND 21401  
266-5222

MOUNTAIN & SOLLEY ROADS  
PASADENA, MARYLAND 21122  
766-2360

EQUIPMENT SCHEDULE

1/19/89

EASTERN PETROLEUM BULK PLANT  
33 HUDSON STREET  
ANNAPOLIS, MD 21401

PETRO TECH, INC. - DESCRIPTION OF WORK: Engineering, Installation and Commissioning of an Impressed Current Cathodic Protection System for all UST Systems and Conduit at Eastern Petroleum Bulk Plant located at 33 Hudson Street, Annapolis, MD 21401.

MATERIALS

|                                      |             |
|--------------------------------------|-------------|
| 25 I C Anodes @ \$115.00/each        | \$ 2,875.00 |
| 800' #4 AWG CP Cable @ .90/foot      | 720.00      |
| 37 YC4B-YC8B Connectors @ 1.00/each  | 37.00       |
| 37 Splice Kits 3M80B5 @ \$21.00/each | 777.00      |
| 1250 lbs. Coke Breeze @ .80/each     | 1,000.00    |
| 1 80V22A Rectifier                   | 1,590.00    |
| 14 2" Ground Clamps @ \$12.00/each   | 168.00      |
| Misc. Electrical Conduit & Wiring    | 150.00      |

INSTALLATION EQUIPMENT

|             |        |
|-------------|--------|
| Trencher    | 200.00 |
| Earth Auger | 600.00 |

OTHER CHARGES

|                         |        |
|-------------------------|--------|
| Engineering & Check Out | 825.00 |
|-------------------------|--------|

LABOR

|                                       |          |
|---------------------------------------|----------|
| CP Technician 40 hours @ \$35.00/hour | 1,400.00 |
| Helper 40 hours @ \$25.00/hour        | 1,000.00 |

\$ 11,342.00

*JCC*  
*2/22/89*

538 448 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 276541

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 71,250.00

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

This financing statement Dated 2/28/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ECKERT LITHOGRAPH, INC.  
Address 611 H & J Hammonds Ferry Road, Linthicum, MD 21090

2. SECURED PARTY

Name SIGNAL CAPITAL CORPORATION  
Address Liberty Lane #09763-01  
Hampton, NH 03842

RECORD FEE 13.00  
RECORD TAX 500.50  
POSTAGE .50  
#397360 C237 R02 T12:05  
CK 03/08/89

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)

See attached Schedule A with all standard and accessory equipment, and all additions, accessions, modifications, improvements, replacements, substitutions, and accessories, thereto and therefor, whether now owned or hereafter acquired, and the proceeds, products, and income of any of the foregoing.

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)

1300  
2050  
50

*[Signature]*  
(Signature of Debtor)

ECKERT LITHOGRAPH, 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)  
SIGNAL CAPITAL CORPORATION

Type or Print Above Signature on Above Line



Signal Capital Corporation

Schedule A Equipment

re: UCC-1

with ECKERT LITHOGRAPH, INC. - #09763-01

| Qty.                                                 | Manufacturer and Description                                                                                                                           | Model No. | Serial No. | Equipment Location |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|--------------------|
| 1                                                    | Used McCain Speedbinder 1 Saddle Binder with four (4) left hand E-20 signature feeders, with all standard and accessory equipment. (manufactured 1967) |           | SFL505867  | *                  |
| * 611 H & J Hammonds Ferry Road, Linthicum, MD 21090 |                                                                                                                                                        |           |            |                    |

SIGNAL CAPITAL CORPORATION

By: Sheila Sewall  
Title: Sr. Credit Analyst  
Equipment Finance Division

ECKERT LITHOGRAPH, INC

By: [Signature]  
Title: [Signature]



Signal Capital Corporation

Security Agreement

The undersigned, ECKERT LITHOGRAPH, INC., whose principal place of business is located at 611 H & J Hammond Ferry Rd, Linthicum, MD, for valuable consideration, receipt whereof is hereby acknowledged, hereby grants and pledges to SIGNAL CAPITAL CORPORATION, ("SCC") as additional security, a continuing general lien and security interest in the following described collateral:

One (1) 1979 Muller-Martini hand fed 18 station perfect binder, s/n with all standard and accessory equipment. (s/n 232)

including all accessories, replacements, and substitutions now owned or hereafter acquired, including all proceeds thereof and therefrom, including all insurance proceeds. The continuing lien and security interest granted hereby is to secure payment of all obligations under a n Equipment Lease No. 09763-01, dated January 6, 1989, by and between the undersigned and SCC (the "Agreement") and also any and all other liabilities and obligations of the undersigned to SCC.

All representations, warranties, and covenants made by the undersigned in Agreement are hereby incorporated by reference and made a part of this agreement as if they were fully set forth herein.

All of the terms and provisions of the Agreement are hereby incorporated by reference and made a part of this agreement as if they had been fully set forth herein.

The obligations of the undersigned under this agreement shall continue until all obligations and liabilities of the undersigned hereby secured have been performed or paid in full.

Dated: January 6, 19 89

ECKERT LITHOGRAPH, INC.

By: [Signature]

Title: [Signature]

538 451

ATP  
133902

Identifying File Number  
of Termination Statement: \_\_\_\_\_

TERMINATION STATEMENT

Identifying File Number of  
Financing Statement hereby  
terminated 274992

Record Reference of  
Financing Statement hereby  
terminated 533/345

BALTIMORE GAS AND ELECTRIC COMPANY, the Secured Party under the Financing  
Statement identified above by identifying file number and record reference,  
no longer claims a security interest with respect to the property of

DEBTOR: Kusick & Harrington & Harrington Inc  
(Full Names of All Debtors in Financing Statement)

Address 5622 Belle Grove Rd RECORD FEE 10.00  
(Number and Street)  
(Anne Arundel County) POSTAGE .50  
Baltimore MD 21225  
(City and State)

REC-4500 0345 R01 T15:30  
BL  
CLERK  
03/09/89

covered under said Financing Statement.

Date: 10-19-88

BALTIMORE GAS AND ELECTRIC COMPANY  
By K. J. Basta  
K. J. Basta, Supervisor  
Commercial & Industrial Credit  
(Title)

10.50

Instructions to Filing Officer: On presentation of this Termination  
Statement and upon receipt of payment of the uniform fee for filing,  
indexing and furnishing receipt for same, you are authorized to deliver  
the said Termination Statement to the Agent for the above-named Secured  
Party, K.J. Basta, Supervisor, Rm 406 , Gas and Electric Building,  
Baltimore, Maryland 21203.

Date and Hour of Filing: \_\_\_\_\_

(LM-1851)-X

12.00  
30

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

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274806,  
RECORDED IN LIBER 533 FOLIO 37 ON 10-05-88 (DATE).

|                                                                                                                                            |                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <p>2. Name and address of Debtor(s)<br/>First Interstate Credit Alliance Corporation<br/>500 DiGiulian Blvd.<br/>Glen Burnie, MD 21061</p> | <p>3. Name and address of Secured Party<br/>Didde Graphic Systems Corporation<br/>1200 Graphic Arts Road<br/>Emporia, KS 66801</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|

4. After recording, this statement is to be returned to ~~XXXXXX~~ at

5. Maturity date of obligation (if any):

6. CHECK  FORM OF STATEMENT

- A.  CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B.  PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C.  ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D.  TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E.  OTHER - \_\_\_\_\_ (State whether amendment, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#305170 0777 R03 T15:50  
03/08/89



Filed: Clerk of Cir. Ct.-Anne Arundel Co.-Annapolis, MD 21404

7. Name and Address of Assignee:

8. Description of Collateral:  
(1) S225N ML Didde Press, S/N 136-1893 along with All Didde Graphic Systems Corporation parts, attachments and accessories.

Dated February 28, 1989

  
\_\_\_\_\_  
Thomas E. Lippert, Credit & Collection Manager  
Didde Graphic Systems Corporation  
\_\_\_\_\_  
(Type or Print Name of Secured Party on Above Line)

115.50

STATE OF MARYLAND  
EDUC. 535 PAGE 453  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 276542  
14858

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3262.57

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

This financing statement Dated 1-31-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GENE S. SPANGLER

Address 111 MAGNOLIA AVE. PASADENA, MD. 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

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

3. Maturity date of obligation (if any)

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

RECORD FEE 11.00

RECORD TAX 24.50

Name and address of Assignee  
POSTAGE CK .50  
#305190 C777 R03 T15:50  
01/08/89

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CAMPING EQP VCR  
FIREARMS  
TV

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)

*Gene Spangler*  
(Signature of Debtor)

GENE S. SPANGLER

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- 2450, 50

FINANCING STATEMENT FORM UCC-1

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

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1663.67

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

This financing statement Dated 1-17-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

#14823

1. DEBTOR

Name SHARON AND HAROLD JOHNSON
Address 200 S CAROLINA AVE PASADENA, MD 21122

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)

RECORD FEE 12.00

RECORD TAX 14.00

POSTAGE GK .50

#305190 C777 R03 T15:51

Name and address of Assignee

03/08/89

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK [X] THE LINES WHICH APPLY

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

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

[ ] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

[X] Sharon Johnson (Signature of Debtor)

SHARON JOHNSON

Type or Print Above Name on Above Line

[X] Harold Johnson (Signature of Debtor)

HAROLD JOHNSON

Type or Print Above Signature on Above Line

Monica D. Zenittini (Signature of Secured Party)

MONICA D ZENITTINI

Type or Print Above Signature on Above Line

12- 14- .50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276544

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1332.37

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

This financing statement Dated 1-25-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LYNN M. & BRIAN FRIEDRICH

Address 1727 RIDGELY RD. EDGEWATER, MD. 21037

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BUNRIE, MD. 21061

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

RECORD FEE 12.00  
RECORD TAX 10.50  
POSTAGE .50  
#305200 C777 R03 115:51

CK 03/09/89

3. Maturity date of obligation (if any) 2-4-91

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"

- DP GYM PAC  
TRACTOR  
TRIMMER  
RCA TV  
VCR

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Lynn M. Friedrich*  
(Signature of Debtor)

LYNN M. FRIEDRICH  
Type or Print Above Name on Above Line

*Brian M. Friedrich*  
(Signature of Debtor)

BRINA FRIEDRICH  
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

10.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14788

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1479.00

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

This financing statement Dated 12-28-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Denise M Hughes & Mark A Hughes
Address 1723 Carriage Ct Severn Md. 21144

2. SECURED PARTY

Name Avco Financial Services
Address P O Box 997 Glen Burnie, Md 21061

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

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

RECORD FEE 12.00
RECORD TAX 10.50
POSTAGE GK .50
#305210 C777 R03 T15:52

Name and address of Assignee 08/08/89

CAMERA
STEREO EQUIP
TV
VCR
3 PC LIVINGROOM

CHECK THE LINES WHICH APPLY

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

Denise Hughes
(Signature of Debtor)

Denise M Hughes
Type or Print Above Name on Above Line

Mark A Hughes
(Signature of Debtor)

Mark A Hughes
Type or Print Above Signature on Above Line

Mary K Bryant
(Signature of Secured Party)

MARY K BRYANT
Type or Print Above Signature on Above Line

12.50
10.50

FINANCING STATEMENT FORM UCC-1

276546

Identifying File No. 14890

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2463.61

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

This financing statement Dated 2-06-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MICHELLE R. WALLACE & NORMA J. WALLACE

Address 7756 SOLLEY RD. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

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

RECORD FEE 12.00

RECORD TAX 17.50

POSTAGE CK .50

#305220 C777 R03 T15:53

03/08/89

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROEPRTY"

STEREO EQP  
TV (2)  
VCR

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Michelle Wallace*  
(Signature of Debtor)

MICHELLE R. WALLACE  
Type or Print Above Name on Above Line

*Norma Jean Wallace*  
(Signature of Debtor)

NORMA J. WALLACE  
Type or Print Above Signature on Above Line

*Monica D. Zenittini*  
(Signature of Secured Party)

MONICA ZENITTINI  
Type or Print Above Signature on Above Line

17508

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. \$ 1626.62

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

This financing statement Dated 2-09-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

#14892

Name LONNIE W. LUEDTKE

Address 908 EDGERLY RD. GLEN BURNIE, MD, 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

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

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

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

Name and address of Assignee

RECORD FEE 11.00

RECORD TAX 14.00

POSTAGE CK .50

#305230 0777 R03 T15453

03/08/89

"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)

*Lonnie W. Luedtke*  
(Signature of Debtor)

LONNIE W. LUEDTKE  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

14-50

*Monica D. Zenittini*  
(Signature of Secured Party)

MONICA D. ZENITTINI ADMIN. ASST.

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14847

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3180.30

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

This financing statement Dated 1-27-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PAMELA WILSON/STANFORD SPENCER

Address 1706 bangers rd GAMBRIILLS,MD. 21054

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P O BOX 997, GLEN BURNIE, MD. 21061

RECORD FEE 12.00
RECORD TAX 24.50
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above #305240 0777 R03 T15:53

3. Maturity date of obligation (if any) GK 03/09/89

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

2 BICYCLES, ENTERTAINMENT CENTER, 2 COLOR TVS, VCR

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

12.00
24.50
12.50

(Signature of Debtor)

PAMELA WILSON
Type or Print Above Name on Above Line

(Signature of Debtor)

STANFORD SPENCER
Type or Print Above Signature on Above Line

(Signature of Secured Party)

STEVE CAMPBELL
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC

Identifying File No. 14894

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2239.65

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

This financing statement Dated 2-09-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHANELL M. & ROBERT L. SCOTT

Address 3573 FT MEADE RD. #411 BALTIMORE, MD. 20707

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BXO 997

GLEN BURNIE, MD 21061

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

3. Maturity date of obligation (if any)

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

|                              |            |       |
|------------------------------|------------|-------|
| Name and address of Assignee | RECORD FEE | 12.00 |
|                              | RECORD TAX | 17.50 |
|                              | POSTAGE    | .50   |

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

STEREO EQP  
TV(2)  
VCR  
5-PC DINNETTE

#305260 0777 R03 115:55

GK

03/09/89

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)

Chanel M Scott

(Signature of Debtor)

CHANELL M. SCOTT

Type or Print Above Name on Above Line

Robert L Scott

(Signature of Debtor)

ROBERT L. SCOTT

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

12.00 | 17.50 .50

FINANCING STATEMENT FORM 5001

Identifying File No. 14934

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1068.36

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

This financing statement Dated 2-24-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HECTOR D. MONTERO

Address 7118-c DEFEANZO LOOP FT. MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee

RECORD FEE 11.00

RECORD TAX 10.50

POSTAGE CK .50

#305270 0777 R03 T15:55

03/08/89

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK [X] THE LINES WHICH APPLY

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

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

[ ] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

[Handwritten Signature]

(Signature of Debtor)

HECTOR D. MONTERO

Type or Print Above Name on Above Line

[Blank Signature Line]

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.

Type or Print Above Signature on Above Line

1050 SL

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255827

Anne Arundel County

RECORDED IN LIBER 483 ~~XXXX~~ Pg. 174 ON 3/8/85 (DATE)

1. DEBTOR

Name BALTIMORE CHRIS CRAFT SALES, INC.
Address 5816 N. Ritchie Hwy., Baltimore, MD 21225

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.
Address One Cherry Hill, P.O. Box 8408
Cherry Hill, NJ 08002
Individually and as agent for Yamaha Motor Corporation U.S.A. and Yamaha Parts Distributors, Inc.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)
RECORD FEE 10.00
POSTAGE .50

CHECK [X] FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and descriptive text for each option.

345 R01 T10:23
03/09/89
CK

RETURN TO: Sovran Bank/MD
6810 Rockledge Dr.
Bethesda, MD 20817

Dated 2/3/89

ITT COMMERCIAL FINANCE CORP.
(Signature of Secured Party)

Type or Print Above Name on Above Line

10.50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 521

Page No. 236

Identification No. 271009

Date 12-24-87

1. Debtor(s) { MCR CONSTRUCTION, INC.  
Name or Names—Print or Type  
709 MONMOUTH AVE, SEVERNA PARK, MARYLAND 21146  
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) \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50  
#398420 C237 R02 T16:28  
03/08/89

4. Check Applicable Statement:

|                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation .....<input type="checkbox"/><br/>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 .....<br/>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"/><br/>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"/><br/>(Indicate whether amendment, termination, etc.)<br/>TERMINATION</p>                                               |

BL  
CLERK

BEING KNOWN AND DESIGNATED AS Lots Nos., 1A, 1B, 2A, 2B, as Shown on a Plat entitled "Resubdivision of Parcel A, Plat 2, Resubdivision of Forrest 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 Lot 3 of Parcel A, Plat 2, Resubdivision of Forrest Hills Apartments, which Plat is Recorded among the Land Records of Anne Arundel County in Liber 4429, Folio 429.

Dated: February 1, 1989

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)

10050

Lucas Bros. Form T-1

MAIL TO

Fountainhead Title Group  
576-E Ritchie Hwy.  
Severna Park, MD 21146

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Ferguson Trenching Co., Inc.  
123 Revell Highway  
Annapolis, MD 21401

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL FEE 11.00
- TERMINATION POSTAGE .50

Name & address of Secured Party

McClung-Logan Equipment Company, Inc.  
4601 Washington Blvd.  
Baltimore, MD 21227

Name & address of Assignee

Associates Commercial Corp.  
8002 Discovery Drive #420  
Richmond, VA 23229

#305740 CITY REG 109753  
03/09/89

GK

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

Two (2) VME Model L90 Wheel Loaders SN/ 60351 and 60457 complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Ferguson Trenching Co., Inc.

McClung-Logan Equipment Company, Inc.

Signature of Debtor if applicable (Date)

X *Stanley R. Ferguson*  
Stanley R. Ferguson, Pres.

Signature of Secured Party if applicable (Date)

*Ton Logan*  
Ton Logan, Pres.

11.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276552

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Ray Sears & Sons, Inc.  
Address 2387 Rutland Road Davidsonville, MD 21035

2. SECURED PARTY

Name John C. Louis Company, Inc.  
Address 1805 Cherry Hill Road Baltimore, MD 21202

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, Maryland 21061

RECORD FEE 17.00  
POSTAGE  .50  
#305670 0777 R03 T09:51  
03/09/89

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)

Ray Sears & Sons, Inc.

Terri Ann Sears, Sec  
(Signature of Debtor)

Terri Ann Sears, Sec  
Type or Print Above Name on Above Line

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

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

John C. Louis Company, Inc.

George A. Chipelsky - Treas  
(Signature of Secured Party)

George A. Chipelsky  
Type or Print Above Signature on Above Line

1750

CONDITIONAL SALE CONTRACT NOTE

TO: John C. Louis Company, Inc. ("Seller") FROM: Ray Sears & Sons, Inc. ("Buyer")
1805 Cherry Hill Road Baltimore, MD 21202 2387 Rutland Road Davidsonville, MD 21035

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 terms. Includes items like 'One (1) Used Liebherr Model LR621 Crawler Loader' and terms like '(1) TIME SALES PRICE \$104,999.28'.

\*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: 2387 Rutland Road Davidsonville 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 Thirty nine thousand eight hundred ninety nine and 28/100 Dollars (\$ 39,899.28 ) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 24th day of February 19 89 and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 1,662.47 and the final installment being in the amount of \$ 1,662.47 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.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. 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: February 23, 19 89 BUYER(S)-MAKER(S):
Accepted: John C. Louis Company, Inc. (SEAL) Ray Sears & Sons, Inc. (SEAL)
By: [Signature] - Treas By: Terri Ann Sears, Sec (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
(Witness as to Buyer's and Co-Maker's Signature) By:

This instrument prepared by

3

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.**

\_\_\_\_\_  
 (Guarantor-Endorser) (L.S.) (Guarantor-Endorser) (L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable 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\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller  
 By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")  
 \_\_\_\_\_ (Witness)

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated February 23, 1989 between John C. Louis Company, Inc. as Seller/Lessor/Mortgagee and Ray Sears & Sons, Inc. 2387 Rutland Road Davidsonville, MD 21035 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 32,078.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 23rd day of February, 1989  
John C. Louis Company, Inc. (Seal)  
 (Seller/Lessor/Mortgagee)

By: Joseph A. Chappell - Treas

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

STATE OF MARYLAND

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268266

RECORDED IN LIBER 589 FOLIO 513 ON 6-25-87 (DATE)

1. DEBTOR

Name Ray Sears & Sons  
Address 2387 Rutland Road, Gambrills, Maryland 21054

2. SECURED PARTY

Name John C. Louis Company, Inc.  
Address 1805 Cherry Hill Road, Baltimore, Maryland 21230

First Interstate Credit Alliance, Inc. 500 DiGiulian Blvd Glen Burnie, Md  
Person And Address To Whom Statement Is To Be Returned If Different From Above. 21061

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

CHECK  FORM OF STATEMENT

|                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/><br/>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"/><br/>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input checked="" type="checkbox"/><br/>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"/><br/>(Indicate whether amendment, termination, etc.)</p>                                                                                                  |
| <p>One (1) Liebherr Model LR621B with One general purpose bucket,<br/>Serial No. 0540</p>                                                                                                                                                                                                                |                                                                                                                                                                                                |

RECORD FEE 10.00  
POSTAGE .50  
#305680 0777 R03 T09:51  
03/09/89



Dated February 28, 1989

John C. Louis Company, Inc.  
George [Signature]  
(Signature of Secured Party)

Type or Print Above Name on Above Line

1560

Inse Mendel

10.00

BOOK 538 PAGE 470

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260949

RECORDED IN LIBER 518 FOLIO 186 ON 9/25/87 (DATE)

1. DEBTOR

Name AAA Data Processing, Inc.  
Address 2411 Crofton Lane #23  
Crofton, MD 21114

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

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  
#305690 C777 R03 109:51  
03/09/89

CHECK  FORM OF STATEMENT

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

ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept  
1234 Market Street  
Philadelphia, PA 19107-3796  
(ph: 215-636-6291)

please send validated financing statements to:  
K. Bastian  
c/o Lesser & Kaplin, PC  
640 Six Sentry Parkway  
Blue Bell, PA 19422  
(ph: 215-828-2900)

CK

" NOT SUBJECT TO RECORDATION TAX "

"CMLBKG"

Dated 8/29/88

Bert Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

15

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 538 PAGE 471

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 261902 recorded in Liber 498, Folio 158 on May 19, 1986 (date).

1. DEBTOR(S):  
 Name(s): John W. Ritter Trucking, Inc.  
 Address(es): P.O. Box 244  
Millersville, Maryland 21108

2. SECURED PARTY:  
 Name: Union Trust Company of Maryland  
 Address: Baltimore & St. Paul Streets  
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 collateral described therein or such part thereof as is described in Item 8 below.

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

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00  
POSTAGE .50  
#305660 C777 R03 109:50  
03/09/89

BL  
CLERK

9. DEBTOR:  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY:  
Union Trust Company of Maryland  
By Norman A. Baxter  
Norman A. Baxter, Asst. Vice President  
(Type Name and Title)

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

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 538 PAGE 472

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 264951 recorded in Liber 505, Folio 490 on December 3, 1986 (date).

1. DEBTOR(S):

Name(s): John W. Ritter Trucking, Inc.

Address(es): P.O. Box 244  
Millersville, Maryland 21108

2. SECURED PARTY:

Name: Union Trust Company of Maryland

Address: Baltimore & St. Paul Streets  
Baltimore, Maryland 21203

RECORD FEE 10.00  
POSTAGE .50  
#305650 C777 R03 109:50  
03/09/89

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

BL  
CLERK

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

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

8.

9. DEBTOR

*[Handwritten Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY:

Union Trust Company of Maryland

By *Norman A. Baxter*  
\_\_\_\_\_

Norman A. Baxter, Asst. Vice President  
(Type Name and Title)

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

(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 Fawcett Boat Supplies, Inc.  
 (Name or Names)  
110 Compromise St. Annapolis MD 21401  
 (Address) HSA 3257

LESSEE Fawcett Boat Supplies, Inc.  
 (Name or Names)  
110 Compromise Street Annapolis, Md. 21401  
 (Address)

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

3. ASSIGNEE (if any) of LESSOR Heritage Savings Association  
 (Name or Names)  
1505 York Road Lutherville, Maryland 21093  
 (Address)

4. This financing Statement covers the following types (or items) of property:  
TOSHIBA TE-III FAX MACHINE

RECORD FEE  11.00  
 POSTAGE  .50  
 #305620 0777 R03 109:46  
 03/09/89

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

LESSEE Fawcett Boat Supplies, Inc.  
Fawcett Boat Supplies, Inc.  
 By: Gregory Kaufman Vice Pres.  
 (Title)  
 (Type or print name of person signing)

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

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

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

1150

FINANCING STATEMENT FORM UCC-1

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

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

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

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

This financing statement Dated Feb. 23, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James H. Hebron

Address 7232 Race Road, Hanover, MD 21076

2. SECURED PARTY

Name Tucker Equipment Company

Address P.O. Box 340, Aberdeen, MD 21001

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

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

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

One CASE 1835C Uni-Loader  
S/N JAF0036619

Name and address of Assignee  
Assignee(s) of Secured Party and Address(es)  
J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway, P.O. Box 601  
Syracuse, N.Y. 13214

RECORD FEE 11.00  
POSTAGE CK .50  
#305750 C777 R03 T09:54  
03/09/89

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)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

*James H. Hebron*  
(Signature of Debtor)

James H. Hebron

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Barclay D. Tucker II*  
(Signature of Secured Party)

Barclay D. Tucker II

Type or Print Above Signature on Above Line



PURCHASE MONEY

276556

BOOK 538 PAGE 476

**FINANCING STATEMENT**

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

1. Name of Debtor(s): American Interstate Commercial Development Corporation  
 Address: 7310 Ritchie Highway  
 Suite 810 Empire Towers  
 Glen Burnie, Maryland 21061

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

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

SEE ATTACHED SCHEDULE A

RECORD FEE 11.00  
 POSTAGE .50  
 #305800 0777 R03 T09:57  
 03/09/89

CK

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.

American Interstate Commercial Development Corporation  
 Debtor(s):

*Wilfred T. Azar, Jr.*  
 Wilfred T. Azar, Jr., President

Secured Party:  
 FIRST AMERICAN BANK OF MARYLAND

By: *Jeffrey S. Armiger*  
 Jeffrey S. Armiger-Assistant Vice President  
 (Type Name and Title)

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

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

Under penalty of perjury, we hereby certify that recordation taxes in the amount of \$89.10 was paid to the State of Maryland.

One (1) New Xerox 6040 Memorywriter, Serial Number 05c009037  
Screen Serial Number 0020581

One (1) New Richo Fax Model 20E Serial Number

AND

Furniture As Described Below

PURCHASE MONEY  
SECURITY INTEREST GRANTED BY:

*Wilfred T. Azar, Jr.*  
President  
American Interstate Commercial Furniture Corp.  
SALES TICKET NO. 37512

**BOYLES** furniture

SHOWROOMS  
727 & 781 N. MAIN STREET  
P. O. BOX 2084  
HIGH POINT, N.C. 27261  
919/889-4147

CORPORATE OFFICE & SHIPPING\*  
739 LENOIR ROAD  
P. O. DRAWER 9028  
HICKORY, N.C. 28603  
704/328-5180

STOMER NO. 119934 DATE July 19, 1987 SALESMAN NO. 12000  
LD TO AMERICAN INTERSTATE COMM. DEPT. CORP. SHIP TO SAME  
ADDRESS SUITE 810 EMPIRE TOWERS ADDRESS \_\_\_\_\_  
7310 RITCHIE HIGHWAY CITY \_\_\_\_\_  
GLEN BURNIE, MD 21061 CITY \_\_\_\_\_  
PHONE: HOME 301-827-7008 OFFICE 301-297-3600 PHONE: HOME SAME OFFICE SAME

METHOD OF SHIPMENT:  COMMON CARRIER  VAN LINES  CLASSIC  SHIPPED DIRECT FROM FACTORY  CUSTOMER PICK UP

| DEPT. NUMBER | VENDOR NUMBER | ITEM NUMBER | TYPE | QUAN. | ITEM AND DESCRIPTION                                         | WT. | UNIT PRICE | TOTAL PRICE |
|--------------|---------------|-------------|------|-------|--------------------------------------------------------------|-----|------------|-------------|
| 110          | 0333          |             |      | 1     | <i>Conradillo - #2001 Table w/ yellow</i>                    | 360 |            | 1518.00     |
| 130          | 0333          | 523 00      |      | 1     | <i>#93-32K/33K 132K Base</i>                                 | 310 |            | 2257.00     |
| 130          | 0333          | 521 00      |      | 1     | <i>#74-31/30/31/ Deck</i>                                    | 120 |            | 2020.00     |
| 130          | 0333          |             |      | 1     | <i>91-6042 R.G. Secretary Desk Right Return with Balling</i> | 280 |            | 3000.00     |
|              |               |             |      |       | <i>Apology</i>                                               | 87  |            |             |
| 150          | 1200          | 101 00      |      | 1     | <i>#10458 Mission</i>                                        | 50  |            | 578.00      |
| 130          | 0333          |             |      | 1     | <i>93-22K / 93-22K Double File</i>                           | 181 |            | 1645.00     |
|              |               |             |      |       | <i>Comer top &amp; Base</i>                                  |     |            |             |
|              |               |             |      |       | <i>Hancock &amp; Moor</i>                                    |     |            |             |
| 144          | 0803          |             |      | 600   | <i>8311ST Chair</i>                                          | 240 | 630.       | 3780.00     |
|              |               |             |      |       | <i>Seater Williamburg Cherry</i>                             |     |            |             |
| 144          | 0803          |             |      | 1     | <i>8520ST Secretary Chair</i>                                | 40  |            | 426.00      |
|              |               |             |      |       | <i>Seater Williamburg Cherry</i>                             |     |            |             |
| 144          | 0803          |             |      | 1     | <i>3818ST Secretary Williamburg Cherry</i>                   | 85  |            | 957.00      |
| 140          | 0803          |             |      | 1     | <i>8173 Sofa Williamburg Cherry</i>                          | 200 |            | 1860.00     |

ESTIMATED FREIGHT CHARGES

FOR OFFICE USE ONLY

*Freight \$594.00*  
*Shankyou*  
*Edna Merrill*

|                                                              |                    |
|--------------------------------------------------------------|--------------------|
| SUB TOTAL                                                    | 18,041.00          |
| 5% TAX                                                       | N/A                |
| TOTAL                                                        | 18,041.00          |
| LESS DEPOSIT                                                 |                    |
| <input type="checkbox"/> CHECK <input type="checkbox"/> CASH |                    |
| BALANCE                                                      | 18,041.00          |
| <i>paid 8/25/87</i>                                          | <i>-12,500.00</i>  |
| <i>Balance</i>                                               | <i>\$5,541.00</i>  |
| <i>ADD FOR 2-BAKER CHAIRS</i>                                | <i>6,999.00</i>    |
| <b>TOTAL DUE</b>                                             | <b>\$12,535.00</b> |

\*ORDER ENTRY, STATUS, CUSTOMER SERVICE, ACCOUNTS PAYABLE AND SHIPPING INFORMATION ARE HANDLED AT OUR CORPORATE OFFICE IN HICKORY, NORTH CAROLINA. 704/328-5180. THE TOLL FREE NUMBER AT BOYLES FURNITURE (SHOWROOMS), HIGH POINT, N.C. IS FOR SALES INQUIRIES OR PRICE QUOTATIONS ONLY.

*paid by CMA Per. Ch # 157*

276557

BOOK 538 PAGE 478

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)<br>JERRY P HINES<br>JANET C HINES<br>259 CONSTANT AVE<br>SEVERN, MD, 21144 | 2. Secured Party(ies) and address(es)<br>ENVIRONMENTAL WATER CONTROL INC<br>511 C EASTERN BLVD<br>ESSEX, MD, 21221 | 3. Maturity date (if any):<br>For Filing Officer (Date, Time, Number, and Filing Office)<br><br>RECORD FEE 12.00<br>#305910 0777 R03 T10:02<br>03/09/89<br>CK |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|

4. This financing statement covers the following types (or items) of property:  
(SECURED PARTY IS SELLER)  
INSTALLED ONE UNITED STANDARD COMPLETE WATER TREATMENT SYSTEM MODEL #1054 COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 259 CONSTANT AVE, SEVERN, MD, 21144

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: A.A. COUNTY

By: Jerry P Hines  
JERRY P HINES  
By: Janet C Hines  
JANET C HINES

By: Joseph B Antonelli  
ENVIRONMENTAL WATER CONTROL INC.  
JOSEPH B ANTONELLI

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

276558

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)

TOM DANZEY  
IRENE DANZEY  
7911 NEW FREETOWN RD  
PASADENA, MD, 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)

RECORD FEE 12.00  
#305900 0777 R03 710:01  
03/09/89

BK

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

(SELLER IS SECURED PARTY)

Installed, one United Standard complete water treatment system Model #1054 (COND. BALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 7911 NEW FREETOWN RD PASADENA, MD, 21122)  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

Tom R Danzey  
x TOM R DANZEY  
By: Irene A Danzey  
IRENE A DANZEY (Signature(s) of Debtors)

ENCIRONMENTAL WATER CONTROL INC  
J. B. Antonelli  
By: (Signature(s) of Secured Party(ies))  
JOSEPH B ANTONELLI

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

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

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

GEORGENE C PETTY  
7992 TELEGRAPH RD  
SEVERN, MD, 21144

2. Secured Party(ies) and address(es)  
ENVIRONMENTAL WATER CONTROL SYST  
511 C EASTERN BLVD  
ESSEX, MD, 21221

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

RECORD FEE 11.00  
#305890 C717 R03 T10:01  
03/09/89  
CK

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

(SELLER IS SECURED PARTY  
ONE UNITED STANDARD WATER SYSTEM INSTALLED MODEL # 1054  
(COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 7992  
TELEGRAPH RD SEVERN, MD, 21144

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: A A COUNTY

By: Georgene C. Petty  
Signature(s) of Debtor(s)  
GEORGENE C PETTY

ENVIRONMENTAL WATER CONTROL INC.

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

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

276560

FINANCING STATEMENT FORM UCC-1

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

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

If transaction or transactions wholly or partially subject to records-  
does 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 R & D Equipment Sales, Inc.

Address P.O. Box 227 Gambrills, MD 21054

RECORD FEE 17.00  
POSTAGE .50  
#305920 0777 R03 T10:02  
03/09/89

2. SECURED PARTY

Name Adams Co. & Son, Inc.

Address Northwood Industrial Park, P.O. Box 2631 Salisbury, MD 21801

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, Maryland 21061

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R & D Equipment Sales, Inc.

*[Handwritten Signature]*  
(Signature of Debtor)

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

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

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Adams Co. & Son, Inc.

*[Handwritten Signature]*  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

1750

CONDITIONAL SALE CONTRACT NOTE

TO: Adams Co. & Son, Inc. ("Seller") FROM: R & D Equipment Sales, Inc. ("Buyer")
Northwood Industrial Park, P.O. Box 2631 Salisbury, MD 21801 P.O. Box 227 Gambrills, MD 21054

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 terms. (1) TIME SALES PRICE \$96,294.91, (2) Less DOWN PAYMENT in Cash \$5,000.00, (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$0, (4) CONTRACT PRICE (Time Balance) \$88,827.48.

\*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:

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 Eighty eight thousand eight hundred twenty seven and 48/100 \*\*\*\*\* Dollars (\$88,827.48) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 1st day of April, 19 89, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$2,467.43 and the final installment being in the amount of \$2,467.43 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.

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: March 1, 19 89 BUYER(S)-MAKER(S):
Accepted: Adams Co. & Son, Inc. (SEAL) R & D Equipment Sales, Inc. (SEAL)
By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here) (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) By:

This instrument prepared by \_\_\_\_\_

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

BOOK 538 PAGE 483

**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-fiftieth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable 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 \_\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature) (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 March 1, 1989

between Adams Co. & Son, Inc. as Seller/Lessor/Mortgagee and R & D Equipment Sales, Inc. P.O. Box 227 Gambrills, MD 21054

(Name)

(Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 88,827.48

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1st day of March, 1989

Adams Co. & Son, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)



MARYLAND NATIONAL BANK

We want you to grow.™

MEMBER FDIC

BOOK 538 PAGE 485

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel Co.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 45,000.00. 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 Co

5. Debtor(s) Name(s) Address(es)  
 Wolford's Well & Pump Service, Inc 4429 Mountain Rd  
 Pasadena, MD 21122

RECORD FEE 11.00

RECORD TAX 315.00

POSTAGE .05

POSTAGE .45

6. Secured Party Address  
 Maryland National Bank 80 Mountain Rd  
 Attention: Richard F Bullis Glen Burnie, MD 21061 R03 110:04  
 03/09/89

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. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Wolford's Well & Pump Service, Inc

X Denton J Wolford Pres (Seal)  
 Denton J Wolford, Pres.  
 \_\_\_\_\_ (Seal)

Secured Party  
Maryland National Bank

✓ \_\_\_\_\_ (Seal)

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Richard F Bullis, Branch Officer/Manager  
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1/2  
315  
-50



MARYLAND NATIONAL BANK

Glen Burnie, Maryland 21061

SCHEDULE A

1989 Model 100 G  
Dresser Diesel Crawler Loader  
W/ROPS Canopy  
4-in-1 Loader Bucket  
Serial Number 5012

Wolford's Well & Pump Service, Inc.

x *Denton J Wolford* Pres.  
Denton J Wolford, Pres.

2-21-89  
Date

STATEMENT OF AMENDMENT

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

|                        |       |
|------------------------|-------|
| For Filing Officer Use |       |
| File No.....           | _____ |
| Date & Hour .....      | _____ |

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
 File Number of original Financing Statement #265025  
 Date of Filing December 8, 1986 Record Reference Liber 506, Folio 4,5  
 Maturity date (if any) November 7, 1989

|                                                          |             |                                       |                    |                 |
|----------------------------------------------------------|-------------|---------------------------------------|--------------------|-----------------|
| Name(s) of Debtor(s) or assignor(s)<br>(Last Name First) | No.         | Street                                | City               | State           |
| <u>Glen Burnie Deli, Inc.</u>                            | <u>6726</u> | <u>North Governor Ritchie Highway</u> | <u>Glen Burnie</u> | <u>Maryland</u> |
| <u>21061</u>                                             |             |                                       |                    |                 |

|                                   |             |                             |                  |                         |
|-----------------------------------|-------------|-----------------------------|------------------|-------------------------|
| Name of Secured Party or assignee | No.         | Street                      | City             | State                   |
| <u>PAG Leasing Corp., Trustee</u> | <u>4400</u> | <u>Jenifer Street, N.W.</u> | <u>Suite 380</u> | <u>Washington, D.C.</u> |
| <u>20015</u>                      |             |                             |                  |                         |

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

OTHER Amendment Please add the following new debtor to the above-referenced financing statement:

Jack's Famous Delis, Inc.  
c/o Mr. Jordan Fainberg  
1150 East Lombard Street  
Baltimore, Maryland 21202

RECORD FEE 10.00  
 CHIEF .50  
 #305960 0777 R03 T10:05  
 03/09/89

CK

RETURN TO: Morton A. Faller, Esquire  
 4400 Jenifer Street, N.W., Suite 380  
 Washington, D.C. 20015

Debtor(s) or assignor(s)  
JACK'S FAMOUS DELIS, INC.

By: Jordan Fainberg, President

(Type or print name under signature)

PAG LEASING CORP., TRUSTEE (Seal)  
 (Corporate, Trade or Firm Name)

By: Morton A. Faller, Vice President

(Owner, Partner or Officer and Title)  
 (Signatures must be in ink)

1050

276562

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)  
St. Paul Computer, Inc.  
300 Hospital Drive  
Glen Burnie, MD 21061

2 Secured Party(ies) and address(es)  
Unisys Finance Corporation  
1 Unisys Place  
Detroit, MI. 48232

3. Maturity date (if any):  
For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 13.00  
POSTAGE .50  
#306070 CT17 R03 T10:12  
03/09/89

4 This financing statement covers the following types (or items) of property: 3305-01  
Equipment listed on master agreement #3305, schedule 1, dated 9/29/88 attached hereto and made a part hereof and all accessor additions, and attachments now and hereafter attached thereto. This filing is solely for notice purposes and shall not be deemed to change the nature of the transaction to anything other than that of the true lease.

5. Assignee(s) of Secured Party and Address(es)

Not subject to Recordation Tax as per Section 12-108(k) (5) of the Annotated code of Maryland.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:  
Clerk of ~~EM~~ Circuit  
Court of Anne Arundel

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 2

Paul Computer, Inc

Unisys Finance Corporation

(s) of Debtor(s)

Controller  
Title

By

(Signature(s) of Secured Party(ies)

Title

-Alphabetical

STANDARD FORM - FORM UCC 1.

(For Use In Most States)

ZURROUGHS DEX 3500  
Equipment

P.S

YS

538 PAGE 489

Page 1 of 2  
3305-01

Location  
Paul Computer Center, Inc.  
Burnie, MD 21061

| Quantity | Description  | Unit purchase price | Original price | Inspection charge | Total purchase price |
|----------|--------------|---------------------|----------------|-------------------|----------------------|
| 1        | Card Reader  |                     |                |                   |                      |
| 1        | 900 LPM and  |                     |                |                   |                      |
| 1        | CTS-STD      |                     |                |                   |                      |
| 1        | CI-Modem     |                     |                |                   |                      |
| 1        | Print Cartri |                     |                |                   |                      |
| 1        | CTA-STD      |                     |                |                   |                      |
| 9        | Uniserv 30   |                     |                |                   |                      |
| 9        | Uniserv 36   |                     |                |                   |                      |
| 9        | Uniserv 36   |                     |                |                   |                      |
| 9        | Uniserv 30 C |                     |                |                   |                      |
| 1        | UTS w/Expans |                     |                |                   |                      |
| 1        | UTS w/Expans |                     |                |                   |                      |
| 1        | CI-Modem     |                     |                |                   |                      |
| 1        | UTS Display  |                     |                |                   |                      |
| 1        | UTS Display  |                     |                |                   |                      |
| 1        | Terminal Mul |                     |                |                   |                      |
| 1        | Program Cart |                     |                |                   |                      |
| 1        | Program Cart |                     |                |                   |                      |
| 1        | Expanded Key |                     |                |                   |                      |
| 1        | Expanded Key |                     |                |                   |                      |
| 1        | Line Driver  |                     |                |                   |                      |
| 1        | CTS-STD      |                     |                |                   |                      |
| 1        | CI-Modem     |                     |                |                   |                      |
| 1        | Print Cartri |                     |                |                   |                      |
| 1        | Expanded Cha |                     |                |                   |                      |

Debtor: St. Paul Computer, Inc.  
Secured Party: Unisys Finance Corporation

SYS

BURROUGHS DEX 3500  
Equipment

UNISYS FINANCE CORP. FUD

P. 6

538 PAGE 490

Page 2 of 2  
3305-01

at location

Paul Computer Center, Inc.

Baltimore, MD 21061

| Qty | Description  | Unit purchase price | Customer<br>Install<br>Chrg | Installation<br>Charge | Total purchase price |
|-----|--------------|---------------------|-----------------------------|------------------------|----------------------|
| 1   | CTA-STD      |                     |                             |                        |                      |
| 1   | CI-AIBD      |                     |                             |                        |                      |
| 1   | CI-AIBD      |                     |                             |                        |                      |
| 1   | OTA-STD      |                     |                             |                        |                      |
| 1   | CI-AIBD      |                     |                             |                        |                      |
| 1   | CTS-STD      |                     |                             |                        |                      |
| 1   | CTS-STD      |                     |                             |                        |                      |
| 1   | CTS-STD      |                     |                             |                        |                      |
| 1   | CI-Modem     |                     |                             |                        |                      |
| 1   | CI-Modem     |                     |                             |                        |                      |
| 1   | CI-Modem     |                     |                             |                        |                      |
| 1   | UTS Display  |                     |                             |                        |                      |
| 1   | Screen Bypas |                     |                             |                        |                      |
| 1   | Screen Bypas |                     |                             |                        |                      |
| 1   | Low Profile  |                     |                             |                        |                      |
| 1   | Low Profile  |                     |                             |                        |                      |
| 1   | CTS-STD      |                     |                             |                        |                      |
| 1   | CI-Modem     |                     |                             |                        |                      |
| 1   | CTS-Trans    |                     |                             |                        |                      |
| 1   | CI-Modem     |                     |                             |                        |                      |
| 1   | Screen Bypas |                     |                             |                        |                      |
| 1   | CTS-STD      |                     |                             |                        |                      |
| 1   | CTS-STD      |                     |                             |                        |                      |
| 1   | CI-Modem     |                     |                             |                        |                      |
| 1   | CI-Modem     |                     |                             |                        |                      |
| 1   | UTS w/Expans |                     |                             |                        |                      |
| 1   | CTA-STD      |                     |                             |                        |                      |
| 1   | CI-AIBD      |                     |                             |                        |                      |
| 1   | UTS Display  |                     |                             |                        |                      |

Debtor: St. Paul Computer, Inc.  
Secured Party: Unisys Finance Corporation

538 491

276563

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)  
LOUIS V WISE  
CYNTHIA A WISE  
317 ALEXIS DRIVE  
GLENBURNIE, MD, 21061

2. Secured Party(ies) and address(es)  
ENVIRONMENTAL WATER CONTROL INC  
511 C EASTERN BLVD  
ESSEX, MARYLAND 21221

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
#306080 0777 R03 T10:14  
CK 03/09/89

4. This financing statement covers the following types (or items) of property:  
(SECURED PARTY IS SELLER)  
INSTALLED ONE UNITED STANDARD WATER SYSTEM MODEL #1054  
(COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 317 ALEXIS  
DRIVE GLENBURNIE, MD, 21061)

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: AA CONTY

*Cynthia A. Wise*  
CYNTHIA A WISE  
*Louis V. Wise*  
LOUIS WISE  
Signature(s) of Debtor(s)

ENVIRONMENTAL WATER CONTROL INC  
*Joseph B. Antonelli*  
By: JOSEPH B ANTONELLI  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272858

RECORDED IN LIBER 527 FOLIO 56 ON May 17, 1988 (DATE)

1. DEBTOR

Name Trans-Financial Leasing Corp.

Address The Steffey Bldg., Ste.200-B, 401 Crain Highway, 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)

|                                                             |                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT | <p>A. Continuation <input type="checkbox"/><br/>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"/><br/>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"/><br/>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"/><br/>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>                                        |
|                                                             | <p>(1) One BTE Simulator S/N 83121911</p> <div style="text-align: right; margin-top: 20px;">  </div>                                                                                                     |                                                                                                                                                                                                |

RECORD FEE 10.00  
POSTAGE .50  
#306090 C777 R03 T10:14  
03/09/89



Dated February 16, 1989

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, President  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1989 FEB 21 A 9 11

158

276564

BOOK 538 PAGE 493

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)<br><b>Castrenze, Charles</b><br><b>1313 Winner'S Circle</b><br><b>Gambrills, MD 21054</b>                   | 2. Secured Party(ies) and address(es)<br><b>Fasig-Tipton Florida, Inc</b><br><b>2150 Newtown Pike</b><br><b>Lexington, KY 40511</b> | 3. Maturity date (if any):<br>For Filing Officer (Date, Time, Number, and Filing Office)<br><br>RECORD FEE 11.00<br>#306230 0777 R03 T10:25<br>CK 03/09/89 |
| 4. This financing statement covers the following types (or items) of property:<br><br><b>Hip No. 256 - 1987 b. c. by TSUNAMI SLEW o/o</b><br><b>BOLEEN</b> |                                                                                                                                     | 5. Assignee(s) of Secured Party and Address(es)                                                                                                            |

|                                                                                                                                                                                                                                                                                                                                                                                                                             |                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)<br><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.<br><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. | Filed with:<br><b>Anne Arundel County</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented.

|                                                                                                                                       |                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| By: <u>Charles Castrenze by Kim White</u><br><u>for Fasig-Tipton Florida, Inc. P.O.A.</u><br><small>Signature(s) of Debtor(s)</small> | <u>Fasig-Tipton Florida, Inc.</u><br>By: <u>Kim White</u><br><u>Kim White</u> <small>Signature(s) of Secured Party(ies)</small> <b>Asst. Sec.</b> |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

276565

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)<br><b>Mea Culpa Stables, Inc.</b><br>1631 Pleasant Plains Road<br>Annapolis, MD 21401                     | 2. Secured Party(ies) and address(es)<br><b>Fasig-Tipton Florida, Inc.</b><br>2150 Newtown Pike<br>Lexington, KY 40511 | 3. Maturity date (if any):<br>For Filing Officer (Date, Time, Number, and Filing Office)<br>RECORD FEE 11.00<br>#306240 C777 R03 T10:25<br>03/09/89<br>CK |
| 4. This financing statement covers the following types (or items) of property:<br>Hip No. 110 - ICE POWER, 1987 b. c. by ICECAPADE<br>o/o LYCABETTE (FR) |                                                                                                                        | 5. Assignee(s) of Secured Party and Address(es)                                                                                                           |

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: **Anne Arundel County**

By: Mea Culpa Stables, Inc. by Kim White Fasig-Tipton Florida, Inc.  
 Signature(s) of Debtor(s) Kim White Asst. Sec.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY  
 STATE CORPORATION COMMISSION  
 (Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
 FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

WILLIAMS, George M. T/A  
 Williams Bros. Paving CROSS INDEXING  
 2048 Horseshoe Circle REQUESTED  
 Jessup, MD 20794

PREVIOUS LOCATION :  
 Mountain Falls Rt. Box 161  
 Winchester, VA 22601

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Associates Commercial Corporation  
 8002 Discovery Drive #420  
 Richmond, VA 23288

Name & address of Assignee

RECORD FEE 12.00  
 POSTAGE CK .50  
 #306250 C777 R03 T10:26  
 03/09/89

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction

One Puckett Model PB510B Utility Grader S/N PBG82L334  
 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS, AND ALL PROCEEDS THEREOF  
 EXEMPT RECORDATION TAX - CONDITIONAL SALES CONTRACT

Describe Real Estate if applicable:

George M. Williams T/A Williams Bros. Paving

Signature of Debtor if applicable (Date)  
 Owner and Individual

Associates Commercial Corporation

Signature of Secured Party if applicable (Date)  
 3/2/89  
 C. H. White, Credit Analyst

1250

276567

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

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 *6629*

Name The Beanery, Inc.  
Address 1049 Dorsey Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Diversified Leasing, Inc.  
Address 133 Defense Highway, Suite #207, Annapolis, Maryland 21401

*a.a.b*

Person And Address To Whom Statement Is To Be Returned 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 #1 attached hereto and made a part hereof.

Name and address of Assignee  
RECORD FEE *CK* 11.00  
POSTAGE .50  
#306260 0777 R03 T10:26  
03/09/89

\*\*\*FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.

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)

*Daniel M Collins President*  
(Signature of Debtor)

DANIEL M. COLLINS, PRESIDENT  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*Thomas E. Myers*  
(Signature of Secured Party)

Thomas E. Myers, Treas  
Type or Print Above Signature on Above Line

*1150*

276568

538 PAGE 497

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| 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)<br>EVANS WILMA J.<br>BLEDSOE KAREN L.<br>LOT #163 CHESAPEAKE COURT<br>HANOVER MD 21076                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2 Secured Party(ies) Name(s) and Address(es)<br>CHESAPEAKE MOBILE HOMES, INC.<br>P.O. BOX 288<br>MILLERSVILLE, MD 21108 | 4 For Filing Officer Date, Time No Filing Office<br><br>RECORD FEE 12.00<br>POSTAGE .50<br>#306340 C777 R03 T10:33<br>03/09/89                                                                                                                                                                                                                                                                                                                       |                                                                 |
| 5 This Financing Statement covers the following types (or items) of property<br>1988 HOLLY PARK OVERLAND PARK 14 X 70<br>SERIAL # 19796 AND INCLUDING ALL FURNITURE, FIXTURES,<br>APPLIANCES AND APPURTENANCES THEREIN AND THERETO;<br>INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S<br>INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT<br><input type="checkbox"/> Products of the Collateral are also covered                                                                                                                                                                                                                          |                                                                                                                         | 6 Assignee(s) of Secured Party and Address(es)<br>GREEN TREE ACCEPTANCE INC.<br>2200 OPITZ BOULEVARD SUITE 245<br>WOODBIDGE, VA 22194<br><input type="checkbox"/> The described crops are growing or to be grown on *<br><input type="checkbox"/> The described goods are or are to be affixed to *<br><input type="checkbox"/> The lumber to be cut or minerals or the like<br>(including oil and gas) is on *<br>*(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)<br><input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or<br><input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or<br><input type="checkbox"/> as to which the filing has lapsed, or<br>already subject to a security interest in another jurisdiction.<br><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:<br><input type="checkbox"/> Consignee(s) and Consignor(s), or<br><input type="checkbox"/> Lessee(s) and Lessor(s).                                                                                                                                                                                                                             |                                                                 |
| EVANS WILMA J. BLEDSOE KAREN L.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                         | CHESAPEAKE MOBILE HOMES, INC.                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                 |
| By <i>Wilma J. Evans</i> • <i>Karen L. Bledsoe</i> Signature(s) of Debtor(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                         | By _____ Signature(s) of Secured Party(ies)<br>(Required only if Item 10 is checked.)                                                                                                                                                                                                                                                                                                                                                                |                                                                 |
| (3/83)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | (1) Filing Officer Copy - Numerical<br>STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania   |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                 |

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276569

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded  
in land records check here.

This financing statement Dated 3-1-89 is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name ARB Excavating

Address 1718 St. Margaret's Road, Annapolis, Maryland 24101

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address 41 Defense Highway

Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1- Used I-H Model TD7-C Buldozer Serial Number 1749

RECORD FEE 11.00  
POSTAGE .50  
#306350 0777 R03 T10:34  
CK 03/09/89

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)

Henry S. Anderson  
(Signature of Debtor)

Henry S. Anderson  
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

1750

276570

538 499

|                                                                                                                  |                                                                                                                                                                                                  |                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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)<br>Slatton, Garnett<br>2401 Huntwood Drive<br>Ganbrills, MD 21054 | 2. Secured Party(ies) and address(es)<br>Plan Administration Committee<br>Trustee Bain & Company<br>Deferred Compensation Plan<br>C/O Bain & Company, Inc.<br>2 Copley Place<br>Boston, MA 02116 | 3. For Filing Officer (Date, Time, Number, and Filing Office)<br><br>RECORD FEE 11.00<br>POSTAGE <b>CK</b> .50<br>#306380 0777 R03 T10:36<br>03/07/89 |

7. This financing statement covers the following types (or items) of property:

The Debtor's entire interest, whether now held or hereafter acquired, in the trust fund created under Bain & Company Deferred Compensation Plan.

Products of Collateral are also covered.

|                                                    |                                                                                                                                       |                                                      |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| Whichever is Applicable (See Instruction Number 9) | <br>.....<br>Signature(s) of Debtor (Or Assignor) | .....<br>Signature(s) of Secured Party (Or Assignee) |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|

538 PAGE 500

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276571

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Northward Corp. t/a Pasadena Rentals & Sales
Address 8004 Jupershole ~~XXXX~~ Road, Pasadena, MD 21122

2. SECURED PARTY

Name Reli Financial Corp.
Address P.O. Box 797
Northbrook, IL 60065

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CK

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 12.00
POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)

#306560 0777 R03 T10:54

Name and address of Assignee

03/09/89

SEE ATTACHED

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

REESE DIGGS JR. PRES

(Signature of Debtor)
Northward Corp. t/a Pasadena
Rentals & Sales
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

PAMELA BERG ACCOUNT ADMIN.
(Pamela Berg)
(Signature of Secured Party)

Reli Financial Corp.
Type or Print Above Signature on Above Line

1250

2836

DEBTOR:

Northward Corp. t/a  
Pasadena Rentals & Sales  
8004 Jupershole Road  
Pasadena, MD 21122

SECURED PARTY:

Reli Financial Corp.  
P.O. Box 797  
Northbrook, IL 60065

All Goods, inventory, equipment, vehicles, fixtures and accounts, including, without limitation, tools, appliances, vehicles, and construction, industrial, medical, party and office machinery and equipment, together with all accessions thereto (hereafter "Collateral"), heretofore owned and existing or from time to time hereafter acquired, together with all products and proceeds of the Collateral, including, without limitation proceeds of insurance policies insuring the Collateral.

Northward Corp. t/a Pasadena Rentals & Sales

*[Handwritten Signature]*

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name 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)

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.

RECORD FEE 11.00  
POSTAGE CK .50  
#306570 C777 R03 T10:59  
03/09/89

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)  
NATIONWIDE MUTUAL INSURANCE COMPANY  
Type or Print Above Name on Above Line

X *J Bauer*  
(Signature of Debtor)  
Jeffrey P. Bauer, Manager  
Type or Print Above Signature on Above Line

*Lawrence Duncan AVP*  
(Signature of Secured Party)  
Lawrence Duncan, Assistant Vice Pres.  
THE HUNTINGTON LEASING COMPANY  
Type or Print Above Signature on Above Line

115.00

6638

NATIONWIDE MUTUAL INSURANCE COMPANY

BOOK 538 PAGE 503

EXHIBIT "A"

Lease No. 89021      Schedule No. 16

| <u>BLDG CODE</u> | <u>INVENTORY</u><br><u>TAG #</u> | <u>CATEGORY</u><br><u>CODE</u> | <u>DESCRIPTION</u> | <u>COST</u> |
|------------------|----------------------------------|--------------------------------|--------------------|-------------|
| 9815             | 405237                           | TY01                           | TYPEWRITER         | \$ 892.52   |

EQUIPMENT LOCATION:  
2500 RIVA ROAD  
ANNAPOLIS (ANNE ARUNDEL) MARYLAND  
TAX DISTRICT 20 0002

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Anderson, Harry Walter  
Anderson, Nancy L.  
721 Whitehall Plains Road  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
Firemen's Insurance Company of  
Newark NJ  
c/o The Continental Insurance  
Companies  
180 Maiden Lane  
New York, NY 10038

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#306580 0777 R03 T11:01  
03/09/89  
OK

4. This statement refers to original Financing Statement bearing File No. 251238 Book 471 Page 401  
Filed with Anne Arundel County MD Date Filed 3-15 19 84

- 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. RE: VMS Tower Place Limited Partnership  
Please amend debtor address as follows: Rt. 5 Box 312  
Easton, MD 21601

Leslie Gesme, authorized signatory for  
VMS Realty Investment Ltd., attorney in  
fact for: Harry Walter & Nancy L. Anderson

By: Leslie Gesme  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

No. of additional Sheets presented:  
BY: Firemen's Insurance Company of  
Newark, NJ

By: Mary Schatz  
As Agent Assistant Vice President  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

5826

276573

538 505

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)</p> <p>Scheetz, Walter L. &amp;<br/>Scheetz, Jane<br/>554 Point Field<br/>Millersville, MD 21108</p>                                                                                                                                                                                                                                                                                                                 | <p>2. Secured Party(ies) and address(es)</p> <p>Firemen's Insurance Company<br/>of Newark New Jersey<br/>c/o The Continental Insurance<br/>Insurance Companies<br/>180 Maiden Lane<br/>New York, NY 10038</p> | <p>3. Maturity date (if any):</p> <p>For Filing Officer<br/>(Date, Time, Number, and Filing Office)</p> <p>RECORD FEE <sup>GK</sup> 11.00<br/>POSTAGE .50<br/>#306590 C777 R03 T11:01<br/>03/09/89</p> |
| <p>4. This financing statement covers the following types (or items) of property:<br/>Debtor's limited partnership interest in VMS/Tower Place Limited Partnership, a Georgia limited partnership, including all of Debtor's now owned and hereafter acquired interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.</p> <p>"General Intangibles not subject to recordation tax"</p> |                                                                                                                                                                                                               | <p>5. Assignee(s) of Secured Party and Address(es)</p>                                                                                                                                                 |

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County MD

Leslie Gesme, authorized signatory for  
 VMS Realty Investment Ltd., attorney in fact for: Walter L. Scheetz Jane Scheetz

BY: Firemen's Insurance Company of Newark New Jersey

Assistant Vice President

By: *Mary Schatz* As Agent  
Signature(s) of Secured Party(ies)

By: *Leslie Gesme*  
Signature(s) of Debtor(s)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY—ALPHABETICAL

115

5826

# Financing Statement

276574

To:

State Corporation Commission

Clerk of the \_\_\_\_\_ Court,

**RECORD**

~~FBI~~ in Land Records - Cross reference to Public Records

Please file this Financing Statement pursuant to the Uniform Commercial Code. Kindly send up a receipt as evidence of filing indicating the File Number thereon. Filing fee attached.

**SEARS, ROEBUCK AND CO.**

File No. \_\_\_\_\_

Subject to Recordation Tax:

Yes \_\_\_\_\_ No X

Name of Debtor James E. Dawson DeLores T. Dawson Complete Address of Debtor 21 Brook Terr. Rd. 21061

Secured Party **SEARS, ROEBUCK AND CO.**  
Unit address \_\_\_\_\_

This Financing Statement covers the following property: 21 Brook Terr. Rd. 21061  
Full description of merchandise and services: Sears Best Vinyl Siding.

RECORD FEE  13.00  
POSTAGE .30  
#306660 0777 R03 T11:07  
03/09/89

Total Cash price \$ \_\_\_\_\_  
Finance Charges \$ \_\_\_\_\_  
if any  
Total Secured Amount \$ \_\_\_\_\_

Proceeds and products of the above collateral and any returned or repossessed goods are also covered.

(If collateral is goods which are or are to become fixtures)

The above described goods are affixed or to be affixed to (describe real estate and give names of owners of record):

Name James E. Dawson Name DeLores T. Dawson  
BIK.# \_\_\_\_\_ LOT# \_\_\_\_\_ Address 21 Brook Terr. Rd. 21061

(If collateral is crops)

The above listed crops are growing or are to be grown on (describe real estate and give names of owners of record):

**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21207

|                                           |                                   |
|-------------------------------------------|-----------------------------------|
| Signature of Debtor                       | Signature of Secured Party        |
| 1. Signature <u>James E. Dawson</u>       | <b>SEARS, ROEBUCK AND CO.</b>     |
| print above name <u>James E. Dawson</u>   | By <u>[Signature]</u>             |
| 2. Signature <u>DeLores T. Dawson</u>     | Title <u>Credit Sales Manager</u> |
| print above name <u>DeLores T. Dawson</u> |                                   |

Top Copy - Office Second Copy - Office Third Copy - Customer (Original Signature on #1 and #2 Copy)

HA 4/10

UNIFORM COMMERCIAL CODE  
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 497 Page No. 86  
 Identification No. 261375 Dated April 21, 1986

1. Debtor(s) { Robert D. Davis and Barbara A. Davis  
 Name or Names—Print or Type  
4057 Saint Monica Drive Baltimore, Maryland 21122  
 Address—Street No., City - County State Zip Code

**MAIL TO:** { Sears, Roebuck and Company  
 Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 13.00  
 POSTAGE .50  
 #306760 0777 R03 T11:15  
 03/09/89

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/><br/>                 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"/><br/>                 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"/><br/>                 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"/><br/>                 (Indicate whether amendment, termination, etc.)<br/><br/>                 Termination</p>                                                 |

Dated: March 2, 1989 Sears, Roebuck and Company  
 Name of Secured Party  
[Signature]  
 Signature of Secured Party  
J.D. Althouse—Credit Central Oper. Mgr.  
 Type or Print (Include Title if Company)

1350

AA Co  
 13.50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 497 \_\_\_\_\_

Page No. 82 \_\_\_\_\_

Identification No. 261372 \_\_\_\_\_

Dated April 21, 1986 \_\_\_\_\_

1. Debtor(s) { Rebecca J Innes and Robert D. Innes, Jr.  
 Name or Names—Print or Type  
 { 2246 Dairy Farm Road Gambrills, Maryland 21054  
 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:

|                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation .....<input type="checkbox"/><br/>         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"/><br/>         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"/><br/>         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"/><br/>         (Indicate whether amendment, termination, etc.)<br/><br/>         Termination</p>                                                         |



RECORD FEE 13.00  
 POSTAGE .50  
 #306770 C777 R03 111:16  
 BL. 03/09/89

Dated: March 2, 1989 \_\_\_\_\_

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1350

HACO  
1350

A.A. Co. *CM09*  
\$11.50

STATE OF MARYLAND

FINANCING STATEMENT

FORM UCC-1

BOOK 538

PAGE 509

276573

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 J and R Bus Service, Inc.

Address 8131 Oakwood Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, MD 21201

RECORD FEE 11.00

POSTAGE .50

#308790 0777 R03 111:17

CK 03/09/89

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)

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

Name and address of Assignee

One (1) 1981 MCI Model MC9 motor coach S/N 1M89CM8A5BP036426

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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 and R Bus Service, Inc.

*Dolores M. Chalfont V.P.*  
(Signature of Debtor)

Dolores M. Chalfont, V.P.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Maryland Leasecorp

*W. R. Brown*  
(Signature of Secured Party)

W.R. Brown, Assistant Vice President  
Type or Print Above Signature on Above Line

11/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PEDCO, Inc.  
Address 8439 Elvaton Road, Millersville, MD 21108

2. SECURED PARTY

Name First Maryland Leasecorp  
Address 110 S. Paca Street, Baltimore, MD 21201

RECORD FEE 11.00  
POSTAGE .50  
#306800 0777 R03 711:18

Person And Address To Whom Statement Is To Be Returned If Different From Above.

GK 03/09/89

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

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

See attached Schedule A.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PEDCO, Inc.

*Perry A. Dillon*  
(Signature of Debtor)

Perry A. Dillon, President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Maryland Leasecorp

*W.R. Brown*  
(Signature of Secured Party)

W.R. Brown, Assistant Vice President  
Type or Print Above Signature on Above Line

1150

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) used 1979 International Model 1853 school bus s/n BA 182JHB28899 with a 66 passenger Blue Bird school bus body.

One (1) used 1981 International Model 1853 school bus s/n 1HVBA18E9BHB32638 with a 66 passenger Blue Bird school bus body.

One (1) used 1984 International Model 1853 school bus s/n 1HVLPHYN9EHA47587 with a 66 passenger Thomas school bus body.

One (1) used 1983 International Model 1853 school bus s/n 1HVBA18E9DHA24166 with a 66 passenger Thomas school bus body.

One (1) used 1982 International Model 1853 school bus s/n 1HVBA1851CHB23465 with a 66 passenger Thomas school bus body.

INITIALS  
*SEP*

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 B & C Bus Service, Inc.

Address 2256 Mt. Tabor Road, Gambrills, MD 21054

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, MD 21201

RECORD FEE 11.00  
POSTAGE .50  
#306810 C777 R03 T11:18  
03/09/89  
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)

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

Name and address of Assignee

One (1) new 1989 Thomas 72 passenger Saf-T-Liner MVP S/N 1T7B3Y799K1414803

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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 & C Bus Service, Inc.

[Signature]  
(Signature of Debtor)

Robert C. Dick, President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Maryland Leasecorp

[Signature]  
(Signature of Secured Party)

W.R. Brown, Assistant Vice President  
Type or Print Above Signature on Above Line

1150

AA. W. Schoj  
17.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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. ~~XXXXXX~~ LESSEE

Name Baltimore Aircoil Company, Inc.

Address 7595 Montevideo Road, Jessup, MD 20794

2. ~~XXXXXXXXXX~~ LESSOR

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, Maryland 21201

RECORD FEE 17.00  
POSTAGE .50  
#306820 C777 R03 T11:18  
03/09/89

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CK

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

The equipment leased pursuant to that certain Equipment Lease Agreement dated as of December 8, 1988, between Lessor, as lessor, and Lessee, as lessee, and proceeds (including insurance proceeds) thereof, more fully described on the herein schedule. THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED TO REPRESENT A TRUE LEASE.

See Exhibit A attached.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Baltimore Aircoil Company, Inc.

[Signature]  
(Signature of Debtor) Lessee

Howard R. Murray, Controller  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

[Signature]  
(Signature of ~~Debtor~~) Lessor

Kenneth B. Lukens, President  
Type or Print Above Signature on Above Line

17.50

| <u>Quantity</u> | <u>Manufacturer<br/>or Seller</u> | <u>Description</u> | <u>Identification<br/>or<br/>Serial Number</u> | <u>New or<br/>Used</u> |
|-----------------|-----------------------------------|--------------------|------------------------------------------------|------------------------|
|-----------------|-----------------------------------|--------------------|------------------------------------------------|------------------------|

The following equipment is located at 7595 Montevideo Rd., Jessup, Maryland 20794:

|    |  |                                                |                                                                                                                                                                     |  |
|----|--|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1  |  | HP3000/68 Computer & Console                   | S/N 2412400777                                                                                                                                                      |  |
| 1  |  | HP7970A Tape Drive                             | S/N 2342A01724                                                                                                                                                      |  |
| 20 |  | Direct/825 CRT                                 | S/Ns DD0117, DK0126, DK0128, DK0130, DK0133, DK0135, DK0155, DK0159, DK0199, DK0201, DK0202, DK0217, DK0221, DK0222, DK0224, DK0225, DK0226, DL0151, DK0491, DK0496 |  |
| 1  |  | HP7470A Plotter                                | S/N 2308A64320                                                                                                                                                      |  |
| 1  |  | Codex 23160 8/16 Line Upgrade                  |                                                                                                                                                                     |  |
| 1  |  | Codex 23808 Dual and Triple Floppy             |                                                                                                                                                                     |  |
| 1  |  | DCA 375-102 Master Network Processor           |                                                                                                                                                                     |  |
| 2  |  | DCA 3PM-003 Processing Module                  |                                                                                                                                                                     |  |
| 14 |  | DCA ASTRA-AS2 Dual Port Serializer Module      |                                                                                                                                                                     |  |
| 1  |  | DCA S35-ADV Advanced Features Software Package |                                                                                                                                                                     |  |
| 1  |  | DCA S35-ND4P Network Design System on a PC     |                                                                                                                                                                     |  |
| 1  |  | DCA NMS-PC11                                   |                                                                                                                                                                     |  |
| 30 |  | ASK HP2392A Terminals                          |                                                                                                                                                                     |  |
| 3  |  | ASK HP2394A D/E Terminals, K-29 Keyboards      |                                                                                                                                                                     |  |
| 1  |  | ASK HP30444B Series 68 to Series 70 Upgrade    |                                                                                                                                                                     |  |
| 7  |  | ASK 2563A 300 LPM Printer                      |                                                                                                                                                                     |  |
|    |  | 008 Bar Codes                                  |                                                                                                                                                                     |  |
|    |  | 049 RS-232 Inter.                              |                                                                                                                                                                     |  |
|    |  | 110 Sound Abatement                            |                                                                                                                                                                     |  |
|    |  | 112 Printer Stand                              |                                                                                                                                                                     |  |

| <u>Quantity</u> | <u>Manufacturer<br/>or Seller</u> | <u>Description</u> | <u>Identification<br/>or<br/>Serial Number</u> | <u>New or<br/>Used</u> |
|-----------------|-----------------------------------|--------------------|------------------------------------------------|------------------------|
|-----------------|-----------------------------------|--------------------|------------------------------------------------|------------------------|

The following equipment is located at 7595 Montevideo Rd., Jessup, Maryland 20794:

|   |                    |                                                                                |  |  |
|---|--------------------|--------------------------------------------------------------------------------|--|--|
| 5 | Digital Associates | B-600 Printers, S/Ns 26-C25265, 26-C25267, 26-C25268, 26-C25269, and 26-C25272 |  |  |
| 3 | RLPS 2             | Communications Controllers, S/Ns 302 & 312, & 319                              |  |  |
| 1 | ROHM               | MCBX Telephone System to include:                                              |  |  |

|                           | <u>Equipped</u> | <u>Wired</u> |
|---------------------------|-----------------|--------------|
| Single Line Extensions    | 304             | 325          |
| ETS Extensions            | 50              | 75           |
| Direct Trunks             | 48              | 84           |
| Direct Inward Dial Trunks | 24              | 32           |
| Consoles                  | 2               | 2            |
| Direct Bypass Trunks      | 16              | 16           |

Station Equipment

252 Single Line Telephones  
40 ETS-100 Telephones  
2 Consoles

Other Equipment/Accessories

1 Floor Rack for Key Service Units  
6 584C Panels  
75 Line Cards  
2 Power Supply  
3 Interrupters  
2 Attendant Console Headset  
2 Auto Load Diskettes  
2 Configuration/Deconfiguration Diskettes  
1 CBX Diagnostic Diskette  
2 Confidencers  
4 Amplifier Handsets  
1 Weatherproof Phone  
1 Elevator Phone  
2 Message Recorders  
5 Night Chimes  
32 Extra Cords  
47 Tel Tek Smart Sets (Telephones)

Software

DTMF/Rotary Conversion, Advanced Station Features System Forwarding, Expanded Traffic Statistics Toll Restriction, O/I & Table Driven Voltage Protection, Common Control Redundancy Direct Inward Dialing, Error Detecting & Correcting Memory Remote Diagnostics (daily), Auto Floppy Pgm. Load Call Queuing, Onhook & Offhook, Route optimization, Release 6/7 w/Specialized Common Carrier Support (CCI, SPC), 4 hour Battery Backup

| <u>Quantity</u> | <u>Manufacturer<br/>or Seller</u> | <u>Description</u> | <u>Identification<br/>or<br/>Serial Number</u> | <u>New or<br/>Used</u> |
|-----------------|-----------------------------------|--------------------|------------------------------------------------|------------------------|
|-----------------|-----------------------------------|--------------------|------------------------------------------------|------------------------|

The following equipment is located as RD 447 1 1/2 Miles West, Milford, Delaware 19963:

|    |  |                                              |  |      |
|----|--|----------------------------------------------|--|------|
| 2  |  | DCA NCF-D100 100 Watt Card File Assembly     |  | Used |
| 13 |  | DCA ASTRA-AS Dual Port Serializer Module     |  |      |
| 1  |  | DCA S35-ADVX Advanced Features Software Copy |  |      |
| 1  |  | MP7970E Tape Drive (used)<br>S/N 2242A26527  |  |      |

The following equipment is located at N.W. Intersection of I57 & RT. 9, Paxton, Illinois 60957:

|   |  |                                            |  |  |
|---|--|--------------------------------------------|--|--|
| 1 |  | RLPS 2 Communications Controllers, S/N 327 |  |  |
|---|--|--------------------------------------------|--|--|

The following equipment is located at Baltimore Aircoil of Canada, 35 Sinclair Ave., Georgetown, Ontario, Canada 1761J3:

|   |  |                                                   |  |  |
|---|--|---------------------------------------------------|--|--|
| 2 |  | RLPS 2 Communications Controllers, S/Ns 404 & 414 |  |  |
|---|--|---------------------------------------------------|--|--|

The following equipment is located at 15341 Road 28 1/2, Hadera, CA 95340:

|   |  |                                            |  |  |
|---|--|--------------------------------------------|--|--|
| 1 |  | RLPS 2 Communications Controllers, S/N 415 |  |  |
|---|--|--------------------------------------------|--|--|

The following equipment is located at 5058 N. Beechwood Drive; Merced, CA 95340

|   |  |                                            |  |  |
|---|--|--------------------------------------------|--|--|
| 1 |  | RLPS 2 Communications Controllers, S/N 417 |  |  |
|---|--|--------------------------------------------|--|--|

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated February, 1989, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The San Francisco Music Box Company  
Address 6121 Hollis Street, Emeryville, CA 94608-2093

2. SECURED PARTY

Name Wells Fargo Bank, N.A.  
Address 420 Montgomery Street, San Francisco, CA 94163

RECORD FEE 11.00  
POSTAGE .50  
#306830 C777 R03 T11:19  
03/09/89

CK

Leonard Kam, 420 Montgomery Street, San Francisco, CA 94163  
Person And Address To Whom Statement Is To Be Returned 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

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)  
100 Annapolis Mall  
Annapolis, MD 21401

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The San Francisco Music Box Company

By:

\_\_\_\_\_  
(Signature of Debtor)

John F. Lenser, President  
Type or Print Above Name on Above Line

*John F. Lenser*  
(Signature of Debtor) 3/3/89

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Wells Fargo Bank, N.A.

By: *Leonard Kam*  
(Signature of Secured Party)

Leonard Kam, Vice President

\_\_\_\_\_  
Type or Print Above Signature on Above Line

1150

(a) All equipment owned by Borrower in all of its forms, wherever located, now or hereafter existing, including, but not limited, all furniture, furnishings, machinery and appliances, and all parts thereof, together with all improvements, replacements, accessions, and additions thereto; provided, however, that (so long as no event has occurred which constitutes, or with the passage of time would become an Event of Default as defined hereunder) Bank hereby agrees to subordinate its security interest in the foregoing property to the extent that such property is acquired by Borrower after the date hereof and such acquisition is financed by a purchase money lender.

(b) All of the foregoing collateral which may constitute a fixture;

(c) All proceeds and products of any of the foregoing collateral, and to the extent not otherwise included, all payments under insurance (whether or not Bank has heretofore been named as the loss payee thereof), and all indemnities, warranties or guarantees, payable by reason of loss or damage to or otherwise with respect to any of the foregoing collateral, and all property of any type described above that is acquired with any cash proceeds of any of the foregoing collateral.

EXHIBIT A

BOOK 538 PAGE 519

276580

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                           | No. of Additional Sheets Presented:                                                                                                                                                                                                                                                                                                                                                                                      |
| (1) Debtor(s) (Last Name First) and Address(es):<br>J.P. Fuller, Inc.<br>1812 S. Crain Hwy<br>Glen Burnie, MD 21061                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | (2) Secured Party(ies) (Name(s) And Address(es):<br><b>STUDEBAKER-WORTHINGTON LEASING CORP</b><br><b>100 JERICO QUADRANGLE</b><br><b>JERICO, NY 11753</b> | RECORD FEE 11.00<br>#306850 C777 R03 111:21<br>CKI 03/09/89<br><br>For Filing Officer                                                                                                                                                                                                                                                                                                                                    |
| (3) (a) <input type="checkbox"/> Collateral is or includes fixtures.<br>(b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered<br>(c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5).<br><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):                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                          |
| (5) This Financing Statement Covers the Following types [or items] of property.<br>Computer system & related property including but not limited: Compaq 38625 w/1.2 mb diskette drive, 2mb RAM, monitor & keyboard, 300mb h/d, 150mb tape drive, Intelligent multiport controller, (4) Wyse 60 terminals, (2) Hayes 2400 baud modems, NCR cash drawer, NCR receipt printer, (2) Epson FX1050 printers, (1) Epson LQ2550, Xenix operating system, American business systems s/w with A/R, A/P, G/L, wholesale dist, & report writer, enhanced ABS S/W. Equipment Lease . .Does not create a Security Interest "No Recordation Tax"<br><input checked="" type="checkbox"/> Products of the Collateral Are Also Covered. * TRUE LEASE TRANSACTION |                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                          |
| (6) Signatures: Debtor(s)<br>J.P. Fuller, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Signatures: Secured Party(ies) [or Assignees]<br><b>STUDEBAKER-WORTHINGTON LEASING CORP</b><br>(By) <i>[Signature]</i>                                    | Signature of Secured Party Permitted in Lieu of Debtor's Signature:<br><input type="checkbox"/> Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/><br><input type="checkbox"/> Collateral Is Brought Into This State<br><input type="checkbox"/> Debtor's Location Changed To This State<br><input type="checkbox"/> For Other Situations See: G.S. 25-9-402 (2) |
| Standard Form Approved by N.C. Sec. of State and other states shown above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | (1) Filing Officer Copy - Numerical <i>11-</i>                                                                                                            | UCC-1                                                                                                                                                                                                                                                                                                                                                                                                                    |

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)<br/>National Nautilus &amp; Nutrition, Inc.<br/>7963 Baltimore &amp; Annapolis Blvd.<br/>Glen Burnie, Maryland 21061</p> | <p>2. SECURED PARTY and Address<br/>SIGNET BANK/MARYLAND<br/>Baltimore &amp; St. Paul Streets<br/>Baltimore, Maryland 21203<br/>Attn: <u>Renee Vick - T0609</u></p> <p style="text-align: center;"><b>Return to Secured Party</b></p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3. This Financing Statement covers the following types for items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

Equipment, See attached list

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: \$ 60,000.00

RECORD FEE 17.00  
RECORD TAX 420.00  
COSTAGE .50  
#40-840-0717 R03 T11:24  
03/09/89

CK

DEBTOR:  
National Nautilus & Nutrition, Inc.  
(Type Name)

By: Laurence A. Ray, President

SECURED PARTY:  
SIGNET BANK/MARYLAND  
By: Linda M. Adams  
Linda M. Adams, Manager  
(Type Name)

February 24, 19 89  
(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.

Handwritten: 17-920-150

RECEIVED

MAR 1 1989



*White fiberglass  
enclosures, Forest green  
Vinyl parts 538 PAGE 521*

### PRICE LIST

Prices Effective February 1, 1988

| MACHINE |                | WEIGHT STACK |
|---------|----------------|--------------|
| BC-10   | Bicep Curl     | 105          |
| TP-20   | Tricep Press   | 105          |
| CP-30   | Chest Press    | 190          |
| HR-40   | Horizontal Row | 190          |
| LP-50   | Lat Pull       | 150          |
| SP-60   | Shoulder Press | 100          |
| CR-70   | Calf Raise     | 250          |
| QP-80   | Quad Press     | 250          |
| LC-90   | Leg Curl       | 220          |
| LE-100  | Leg Extension  | 220          |
| RC-110  | Rotary Chest   | 200          |
| TC-120  | Trunk Curl     |              |

12 Piece Circuit Price \$33,500.00  
12 Piece Discounted Circuit Price \$27,990.00

#### STANDARD FEATURES

|         |                                                  |         |                                                |
|---------|--------------------------------------------------|---------|------------------------------------------------|
| SPR-101 | Chrome Selectorized Weights                      | SPR-108 | Counterweighted First Lifts                    |
| SPR-102 | Non-Skid Molded Platforms                        | SPR-109 | American Beauty Red or Polar White Body Colors |
| SPR-103 | Sprint Pre-Sale Package                          | SPR-110 | Sprint Body Decals                             |
| SPR-104 | Sprint Moving Kit                                | SPR-111 | Perma-Mount Instructional Decals               |
| SPR-105 | Maintenance Manuals                              | SPR-112 | Dura-Wrap Packaging                            |
| SPR-106 | Comprehensive Sprint Training & Promotion Manual | SPR-113 | EVA Foam Pads                                  |
| SPR-107 | Genuine Naugahyde Upholstery (8-Standard Colors) | SPR-114 | Flexon Plastisol Foam Grips                    |

#### OPTIONAL FEATURES

|         |                          |                       |
|---------|--------------------------|-----------------------|
| SPR-201 | Custom Fiberglass Colors | \$ 100.00 per machine |
| SPR-202 | Custom Upholstery        | \$ 300.00 per circuit |
| SPR-203 | Sprint Video Module      | \$1995.00             |

Terms 33% Deposit to Initiate Order/Balance on Delivery  
Shipping—F.O.B. Salt Lake City, Utah

### HOGGAN HEALTH INDUSTRIES INC.

111 EAST 12300 SOUTH / P.O. BOX 957 / DRAPER, UTAH 84020  
801-572-6500 / 800-678-7888 / FAX 801-572-6514

| HIP & LEG MACHINES             | STANDARD PAINT | STANDARD PAINT CHROME WEIGHTS | ALL CHROME |
|--------------------------------|----------------|-------------------------------|------------|
| Duo Hip & Back                 | \$2995         | \$3145                        | \$3495     |
| Hip Abduction                  | 2195           | 2395                          | 2595       |
| Hip Adduction                  | 2495           | 2695                          | 2895       |
| Hip Abduction-Adduction        | 4295           | 4495                          | N/A        |
| Leg Extension (250 lbs)*       | 2095           | 2295                          | 2395       |
| Super Leg Extension (400 lbs)* | 2375           | 2575                          | 2675       |
| Leg Curl                       | 1995           | 2115                          | 2285       |
| Side Leg Curl                  | 2895           | 3095                          | N/A        |
| Duo Squat (410 lbs)*           | 4295           | 4495                          | 4995       |
| Super Duo Squat (510 lbs)*     | 4695           | 4995                          | 5395       |
| Duo Leg Press (410 lbs)*       | 4295           | 4495                          | 4995       |
| Super Duo Leg Press (510 lbs)* | 4695           | 4995                          | 5395       |

### TORSO MACHINES

|                    |      |      |      |
|--------------------|------|------|------|
| Lateral Raise      | 2395 | 2595 | 2795 |
| Overhead Press     | 2295 | 2495 | 2695 |
| Double Shoulder    | 4195 | 4395 | N/A  |
| 70° Shoulder       | 2095 | 2295 | N/A  |
| Rowing Torso       | 1895 | 1995 | 2195 |
| Compound Rowing    | 1995 | 2295 | 2495 |
| Super Pullover     | 3945 | 4125 | 4505 |
| Women's Pullover   | 2595 | 2795 | 2995 |
| Behind Neck        | 2195 | 2395 | 2595 |
| Torso Arm          | 1995 | 2195 | 2295 |
| Men's Chest        | 2995 | 3195 | 3495 |
| Women's Chest      | 2895 | 2995 | 3295 |
| Duo Decline Press  | 3495 | 3695 | 3995 |
| Double Chest       | 4395 | 4595 | N/A  |
| Bench Press        | 1995 | 2195 | 2295 |
| 10° Chest          | 1995 | 2195 | 2295 |
| 40° Chest/Shoulder | 2095 | 2295 | N/A  |
| Seated Dip         | 1995 | 2295 | 2395 |

| ARM MACHINES                  | STANDARD PAINT | STANDARD PAINT CHROME WEIGHTS | ALL CHROME |
|-------------------------------|----------------|-------------------------------|------------|
| Multi-Biceps                  | \$1895         | \$2015                        | \$2165     |
| Multi-Triceps                 | 1895           | 2015                          | 2165       |
| Biceps/Triceps (Plateloading) | 1815           | N/A                           | N/A        |

**WAIST MACHINES**

|                             |      |      |      |
|-----------------------------|------|------|------|
| Abdominal                   | 2875 | 3055 | 3275 |
| Rotary Torso                | 2495 | 2695 | 2895 |
| Lower Back (250 lbs)*       | 2875 | 3055 | 3275 |
| Super Lower Back (400 lbs)* | 3075 | 3255 | 3475 |

**NECK MACHINES**

|                 |      |      |      |
|-----------------|------|------|------|
| 4-Way Neck      | 1495 | 1695 | 1795 |
| Neck & Shoulder | 1495 | 1595 | 1695 |

**MULTI-EXERCISE**

|                |      |      |     |
|----------------|------|------|-----|
| Multi-Exercise | 3295 | 3495 | N/A |
|----------------|------|------|-----|

**CYCLE**

|            |      |     |     |
|------------|------|-----|-----|
| Cyclone II | 1595 | N/A | N/A |
|------------|------|-----|-----|

**MULTI-STATION**

\*Indicates weight stack poundage.

Manufacturer's Suggested Price  
Effective August 1, 1988  
Prices are subject to change without notice.

39,430.  
10% 3,943  
35,487. TOTAL  
21,905

**Standard Frame  
Paint Colors:**

- Black (#100U)
- Blue (#7165U)
- Red (#7410U)
- Charcoal Grey (#54946U)
- Silver (#911U)
- Brown (#7444U)

**Standard Naugahyde®  
Upholstery Colors:**

- Cinnamon Brown (US-377)
- American Beauty Red (US-360)
- Royal Blue (US-354)
- Dove Gray (US-413)
- Black (MT-71)

**Custom Orders**

- Special upholstery colors available - \$80 per machine
- Special non-metallic paint colors available
  - 1 - 3 machines / \$225 per machine
- Special metallic paint colors available
  - 4 - 10 machines / \$190 per machine
  - 11 or more machines / \$125 per machine

Contact your area sales representative to see paint and upholstery samples.

**Shipping Charges**

All shipping charges are additional. Painted equipment is quoted F.O.B. at the factory at Independence, Virginia. Chrome equipment is quoted at Mexia, Texas. A surcharge may be added if delivery is difficult or if stairs are involved.

**Taxes**

Nautilus Sports/Medical Industries is required by law to collect state and local taxes where applicable.

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

|                                                                                                                                                       |                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <p>1. DEBTOR and Address (Last Name First)</p> <p>L &amp; S Diesel Service, Inc.<br/>400 Arundel Corporation Road<br/>Glen Burnie, Maryland 21061</p> | <p>2. SECURED PARTY and Address</p> <p>Signet Bank/Maryland<br/>P.O. Box 17063<br/>Baltimore, Maryland 21203</p> |
| <p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>                                                            | <p>4. RETURN TO:</p> <p>Signet Bank/Maryland<br/>P.O. Box 17063<br/>BALTIMORE, MARYLAND<br/>21203</p>            |

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 263477 Date 8-28-86, 19    

Record Reference book 502 page 117

6. Item No. \_\_\_\_\_ of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Line of Credit has been increased to \$250,000.00; amount is not subject to recordation taxes.

RECORD FEE 1.00  
RECORD FEE 9.00  
POSTAGE .50  
#306870 0777 R03 T11:25  
03/09/89



Dated this 1 day of March, 19 89

DEBTOR: L & S Diesel Service, Inc.

SECURED PARTY: Signet Bank/Maryland

By: John Litsinger, President (Title)

By: Ross L. Brown, A.V.P. (Title)

UCC-5

155

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MAR 3 1989

AA CO.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 293  
Identification No. 271380 Dated 1/22/88

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 E. 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"/><br/>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"/><br/>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"/><br/>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"/><br/>(Indicate whether amendment, termination, etc.)<br/>TERMINATION</p>                                                                                                       |

RECORD FEE 10.00  
POSTAGE .50  
#306920 0777 R03 111:27  
GK 03/09/89

Dated: February 8, 1989

BALTIMORE FEDERAL FINANCIAL, F.S.A  
Name of Secured Party

By: [Signature]  
Signature of Secured Party

Robert P. Warr, Senior Vice President  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10.50

H - 0407  
205 HUNTWOOD DR  
HOME TITLE CO, INC  
2 E. FAYETTE ST  
BALTO MD 21202 12 PD

FINANCING STATEMENT

538 PAGE 526  
276582

- 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 \$ 6,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

Anne Arundel County

5. Debtor(s) Name(s) Address(es)  
 Walter R. Gomoljak 1732 Shadyside Drive  
 Edgewater, MD 21037

RECORD FEE 11.00  
 RECORD TAX 42.00  
 POSTAGE .50  
 #307080 C777 R03 T11:36  
 03/09/89  
 BK

6. Secured Party Address  
 First Annapolis Savings Bank, FSB 1832 George Avenue  
 Attention: Sandra Cowsill Annapolis, Maryland 21401  
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
Walter R. Gomoljak (Seal) \_\_\_\_\_ (Seal)  
 Walter R. Gomoljak (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 (3/85)

42 50



SCHEDULE A

Debtor: Walter R. Gomoljak  
1732 Shadyside Drive  
Edgewater, MD 21037

Secured Party: First Annapolis Savings Bank, FSB  
1832 George Avenue  
Annapolis, MD 21401

Collateral: 1 6065 Powermatic Model 180 Planer Machine #1800220  
5HP, 1PH, 230 Volt Mag. Controls, solid infeed roll  
Serial #89807014

1 Pow 3292005 Shaving Hood 6' Outlet size

Loan Amount: \$6,000.00

*Walter R. Gomoljak*

WRITER'S DIRECT DIAL NUMBER

MAIN OFFICE 2024 WEST STREET ANNAPOLIS MARYLAND 21401  
ANNAPOLIS 266-6100 BALTIMORE 841-6700 WASHINGTON (301) 261-6000

• OPERATIONS CENTER 1832 GEORGE AVENUE ANNAPOLIS MARYLAND 21401  
• ANNAPOLIS 263-7771 / BALTIMORE 269-1100 WASHINGTON (301) 261-2493

STATE OF MARYLAND

BOOK 538 PAGE 528

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275132

RECORDED IN LIBER 533 PAGE 539 ON 10-28-88 (DATE) (Anne Arundel)

1. DEBTOR

Name Care Utility Contracting Company, Inc.

Address 209 Magothy Bridge Road, Pasadena, Anne Arundel County, MD 21122

2. SECURED PARTY

Name Dresser Credit Corporation

Address 3201 North Wolf Road

Franklin Park, IL 60131

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
POSTAGE .50  
#307190 C777 R03 T11:42  
03/09/89

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:  X   
(Indicate whether amendment, termination, etc.)

Amendment

To Amend Debtor's name to read as follows:

Care Utilities, Incorporated

Care Utilities, Incorporated

Paul P. Prof. PRES  
Dated 11/15/88

Dresser Credit Corporation

(Signature of Secured Party)

W.D. Inland  
Type or Print Above Name on Above Line

15.50

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

*Anne*  
*Amended*  
\$12.00  
50  
12.50

BOOK 538 PAGE 529

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 265816 recorded in Liber 507, Folio 360 on February 4, 1987 (date).

1. DEBTOR(S):

Name(s): John W. Ritter Trucking, Inc.  
Address(es): P.O. Box 244  
Millersville, Maryland 21108

2. SECURED PARTY:

Name: Maryland National Bank  
Address: P.O. Box 17372  
Baltimore, Maryland 21203

RECORD-FEE 10.00  
POSTAGE .50  
#307210 0777 R03 111:43  
03/09/89

Person and Address to whom Statement is to be returned if different from above.

John W, Ritter Trucking, Inc., P.O. Box 244, Millersville, Md. 21108

BL  
CLERK

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR: JOHN W RITTER TRUCKING, INC  
*[Signature]*  
Edward Ritter, Pres.

SECURED PARTY:  
Maryland National Bank  
By *[Signature]*  
Ruth F, Riley, A.V.P.  
(Type Name and Title)

3760881

15.50

5004

538 PAGE 530

STATE OF MARYLAND

276583

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 BEEBE, Bryan M., D.D.S.

Address 1161 Spa Road, Annapolis, MD 21403

2. SECURED PARTY

Name HPSC, INC.

Address 25 Stuart Street, Boston, MA 02116

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"SECURED PARTY HAS THE COLLATERAL TO SELL, THEREFORE, IT IS EXEMPT FROM THE RECORDATION TAX."

(1) Comb Unit 200 ML Vacuspast + Accessorust 500 ML Vacumixer; (1) HCO Sterilizer Glass Bead; (1) CAD Alginator II 5226 White; (1) VNR B-1 Hydrocolloid Cond + Intro ACESS Pkg.

RECORD FEE 11.00  
Name and address of #307830 C777 R03 111444  
GK 03/09/89

NO SALE IS AUTHORIZED

COUNTY OR CITY 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)

*[Handwritten Signature]*  
(Signature of Debtor)

Bryan M. Beebe, D.D.S.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Handwritten Signature]*  
(Signature of Secured Party)

HPSC Inc  
Type or Print Above Signature on Above Line

11

THIS IS A FIXTURE FILING  
ANNE ARUNDEL COUNTY, MD

STATE OF MARYLAND

538 PAGE 531

276584

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~~ LESSEE

Name Hearth and Home Distributors, Inc.  
Address 10305 Guilford Road, Annapolis Junction, MD 20701

2. ~~SECURITY HOLDER~~ LESSOR

Name General Electric Capital Corporation  
Address 600 W. Germantown Pike, Plymouth Meeting, PA 19462

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 13.00  
POSTAGE .50  
#307240 C177 R03 111:44  
03/09/89

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Saturn One Siemens Phone System, as more fully described on Annex A attached hereto and made a part hereof, together with all plugs, cables, wiring and other ancillary equipment as included in the cost of the equipment, with all attachments, additions and accessories now or hereafter attached thereto and made a part thereof. This financing statement is being filed solely as a precaution if, contrary to the intention of the parties described above, the transaction relating to the property described herein is deemed to be other than a lease within the meanings of Section 1-201 (37) of the Uniformed Commercial Code.  
Recordation tax of \$184.80 to be paid on balance of \$55,602.00 to Maryland State.

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hearth and Home Distributors, Inc.

(Signature of ~~DEBTOR~~ LESSEE

R. Wayne Newsome  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Capital Corporation

(Signature of ~~SECURITY HOLDER~~ LESSOR

Type or Print Above Signature on Above Line

13.50

ANNEX A  
TO  
SCHEDULE NO. Two (2)  
TO MASTER LEASE AGREEMENT  
DATED AS OF FEB 23, 1987

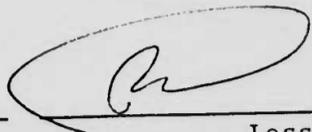
Description of Equipment

| <u>Manufacturer</u>                                        | <u>Cost<br/>Per<br/>Unit</u> |
|------------------------------------------------------------|------------------------------|
| One (1) Saturn One Siemens Phone System                    |                              |
| Including but not limited to the following:                |                              |
| One (1) SAT I Basic System                                 | \$30,364.00                  |
| 1 Shelf, 128 Ports                                         |                              |
| 1 DTMF Car                                                 |                              |
| 1 SLA-16 Card STD                                          |                              |
| 1 SLMD Card STD                                            |                              |
| 2 Floppy Drives                                            |                              |
| 1 OC-1F Software                                           |                              |
| 1 RAUP Card for RMATS or SMDS                              |                              |
| 1 TBM CARD 4 PORT                                          |                              |
| Two (2) CO Trunk Card (8 Ports/Card) TBM-8                 |                              |
| Two (2) (16) Port Analog Station Card SLA-16               |                              |
| One (1) Analog Station Card (8 Port SLMA)                  |                              |
| One (1) 4 Wire Tie Card (TMBA-4)                           |                              |
| One (1) Digital Station Card (8 Ports/Card) SLMD           |                              |
| Ten (10) DYAD Jr Sets With Speakerphones                   |                              |
| Four (4) DYAD 18 Digital Telephones                        |                              |
| Forty (40) Euroset 2111 w/TAP, 10 NUM MEM, Message Waiting |                              |
| Fifty-One (51) Cable Reuse Charge                          |                              |
| Four (4) Standard Cable Runs                               |                              |
| Eighteen (18) Lightning Protection Modules (1 Per Trunk)   |                              |
| One (1) Lightning Protection Housing                       |                              |
| One (1) Saturn Attendant Console                           |                              |
| One (1) Attendant Console Card PIMD                        |                              |

Together with all plugs, cables, wiring and other ancillary equipment as included in the cost of the equipment, with all attachments, additions, and accessories now or hereafter attached thereto and made a part thereof.

Initials:

  
Lessor

  
Lessee

(6/87)

030000

Page 2 of 2

ANNEX A  
 TO  
 SCHEDULE NO. Two (2)  
 TO MASTER LEASE AGREEMENT  
 DATED AS OF FEB 23, 1989

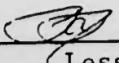
BOOK 538 PAGE 533

Description of Equipment

| <u>Manufacturer</u>                                                                                           | <u>Cost<br/>Per<br/>Unit</u> |
|---------------------------------------------------------------------------------------------------------------|------------------------------|
| One (1) Dytel Automatic Attendant<br>4 Ports & Expanded Messaging<br>(Includes 24 Seconds of Prof. Recording) | \$11,986.00                  |
| One (1) Siemens VOX 50B Integrated Voice Mail<br>3 Ports 5.5 Hours                                            | \$ 9,600.00                  |
| One (1) Paging System<br>12 Ceiling Speakers<br>4 Paging Speakers<br>Night Ring Controller                    | \$ 2,076.00                  |
| One (1) 30 Minute Battery Backup                                                                              | \$ 1,576.00                  |

Together with all plugs, cables, wiring and other ancillary equipment as included in the cost of the equipment, with all attachments, additions, and accessories now or hereafter attached thereto and made a part thereof.

Initials:


  
 \_\_\_\_\_  
 Lessor Lessee

1059d

276585

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John C. Louis Company, Inc.  
Address 8100A Beechcraft Avenue, Gaithersburg, MD 20879

2. SECURED PARTY

Name Liebherr-America, Inc.  
Address 4100 Chestnut Avenue, Newport News, VA 23605

RETURN TO: C. Hughes, Liebherr-America, Inc., P. O. Drawer O, Newport News, VA 23605

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
Liebherr hydrostatic crawler loader model LR611, Serial No. 296, including all replacements, exchanges, substitutions and accessions thereof and thereto and all attachments, accessories and additions thereto, now owned or hereafter acquired relating thereto, together with all leases or lease agreements now or hereafter entered into with respect thereto, and the proceeds of every kind and description of all of the foregoing.

ASSIGNEE: Citicorp North America, Inc.  
601 Midland Avenue  
1st Floor, Zone 4  
Rye, NY 10580  
ATTN: Vendor Finance

RECORD FEE 11.00  
POSTAGE CK .50  
#307250 C777 R03 T11:46  
03/09/89

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)

John C. Louis Company, Inc.

George A. Chapelsky  
(Signature of Debtor)

George A. Chapelsky Sec/Treasurer  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Liebherr-America, Inc.

John S. Henderson  
(Signature of Secured Party)

John S. Henderson, Controller

Type or Print Above Signature on Above Line

1150

276586

A.A.Co  
C-02-06617-3

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't tax indicate amount of taxable debt here. \$ 98,000.00

If this statement is to be recorded  
in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$686.00.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name C & S Faulkner, Inc.  
Address 6520 Hanover Road Hanover, Maryland 21076

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.  
Address 500 DiGiulian Blvd. 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."

RECORD FEE 17.00  
RECORD TAX 686.00  
POSTAGE .50  
#307270 0777 R03 T11:47  
CK 03/09/89

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)

C & S Faulkner, Inc.  
*[Signature]*  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

*[Signature]*  
(Signature of Secured Party)  
PATRICK WHITE, ASST. SEC.

Type or Print Above Signature on Above Line

17-  
686  
50



—SECURITY AGREEMENT—  
 MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 3rd day of March, 1989 by and between  
 C & S Faulkner, Inc., having its principal place of business at  
 6520 Hanover Road Hanover, Maryland 21076

"Mortgagor", and First Interstate Credit Alliance, Inc. "Mortgagee"

WITNESSETH:

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, conveys, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pillage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee; the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalties or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, retaining the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

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: C. & S. Faulkner, Inc. (Seal)  
Mortgagor  
By Tirso Martinez (Title)  
Secretary

STATE OF Maryland }  
COUNTY OF Anne Arundel } ss:  
Tirso Martinez

1. He is the President of C & S Faulkner, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.  
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by a Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.  
3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.  
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.  
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
NOTARY PUBLIC

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS.:  
I, \_\_\_\_\_, a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.  
(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.  
(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and is well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_  
C & S Faulkner, Inc.  
who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at \_\_\_\_\_  
that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written  
(Notarial Seal) \_\_\_\_\_ NOTARY PUBLIC  
CA-L-8(7-77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated March 3 19 89 between the undersigned.

| QUANTITY | DESCRIPTION OF EQUIPMENT<br>(Indicate whether "New" or "Used") | YEAR & MODEL | SERIAL NO.                             |
|----------|----------------------------------------------------------------|--------------|----------------------------------------|
| Two (2)  | New Navistar Cab & Chassis                                     | 1954         | 1HTLDZ3NXKH667484<br>1HTLDZ3N6KH655591 |
| Two (2)  | Motorola Two Way Radios                                        |              | 631HPC0283<br>631HPC0284               |
| Two (2)  | New 2500S Series Cabs                                          |              |                                        |
| One (1)  | New 2500 Hood                                                  |              |                                        |

The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

Purchaser, Mortgagor or Lessee:

C & S Faulkner, Inc.

By: *Eric Markley*

276587

538 REC 539

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 35,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Johnson Pools, Inc.

3180 Solomons Island Road  
Edgewater, Maryland 21037

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md

RECORD FEE 11.00

Attach separate  
list if necessary

1. This Financing Statement covers the following types (or items) of property  
(the collateral):

RECORD TAX 245.00

POSTAGE .50

#505490 C345 R01 T13#53

1-New 455G John Deere Backhoe, Serial #754730

CK 03/09/89

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)  
Johnson Pools, Inc.

Secured Party (or Assignee)

*William T. Phillips*  
By: William T. Phillips, President

FARMERS NATIONAL  
BANK OF MARYLAND

*Frank T. Lowman III*  
BY Frank T. Lowman, III  
Senior Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
  - Subject to Recordation Tax; Principal
  - To be Recorded in Land Records (For Fixtures Only).
- Amount is \$ .....

Name of Debtor  
 Lilly Yacht Maintenance, Inc.

Address  
 519 Chester Avenue  
 Annapolis, Maryland 21403

RECORD FEE 11.00  
 POSTAGE .50

#505590 C345 R01 T14#07

GK 03/09/89

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, tools, inventory, plus any other business assets now owned or hereafter acquired and all proceeds (cash & non-cash) of such accounts, tools, equipment, inventory, and any 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:

- 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)  
 Lilly Yacht Maintenance, Inc.  
 BY: *James R. Lilly*  
 James R. Lilly, President

Secured Party (or Assignee)

FARMERS NATIONAL  
 BANK OF MARYLAND

BY *Donna J. Stevens*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
 5 CHURCH CIRCLE  
 ANNAPOLIS, MARYLAND 21401

REORDER FROM  
Registre, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANGWA, MN. 55303  
(612) 421-1713

1,8749.1

STATE OF MARYLAND 538 PAGE 541

8749.1

276589

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 Dr. Anthony Boyd

Address 914 Bayridge Rd Suite 131, Annapolis, MD 21403

2. SECURED PARTY

Name ADVANTA Leasing Corp.

Address 1010 Kings Hyw South, Cherry Hill, NJ 08034

Person And Address To Whom Statement Is To Be Returned If Different From Above. \_\_\_\_\_

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 13.00  
#307330 0777 R03 T13:45  
03/09/89

Name and address of Assignee

Carstellini Dental Unit  
1- Pelton & Crane Validator 10 ser 2777: 1-Panoramic Ortho Ceph R, SN 1379: 4- Castellini Dental Stools: 3- Custom Dental Cabinets: 3- Clean Light Hi-Speed Handpieces: 3- Greenrotor 10-Speed Handpieces: 3- Castellini Ultrasonic Scalers: 6- Three-way Dental Syringes

" Equipment Lease does not create a Security Interest"  
" Not subject to Recordation Tax"

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Attorney

Joseph T. Konechny in fact  
(Signature of Debtor)

Dr. Anthony Boyd  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Advanta Leasing

Donna J. Monroe  
(Signature of Secured Party)

Donna J. Monroe  
Type or Print Above Signature on Above Line

1300

**ADVANTA<sup>®</sup>**  
Leasing Corp.

**Equipment Lease Agreement**

CORPORATE HEADQUARTERS  
1010 Kings Highway South  
Cherry Hill, New Jersey 08034  
(609) 795-7722 ■ (800) 255-0022  
FAX (609) 795-5118

Lease No.: \_\_\_\_\_

| <b>THIS LEASE IS NON-CANCELLABLE:</b>                                                                                             |                                                                    |                      |              |                                      |                        |                                              |            |                                                                                                                     |    |       |   |                            |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|----------------------|--------------|--------------------------------------|------------------------|----------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------|----|-------|---|----------------------------|
| Lessee (Complete Legal Name)<br>DR. ANTHONY BOYD D.D.S.                                                                           |                                                                    |                      |              |                                      |                        |                                              |            |                                                                                                                     |    |       |   |                            |
| Billing Address<br>914 BAYRIDGE RD SUITE 131                                                                                      |                                                                    |                      |              |                                      |                        |                                              |            |                                                                                                                     |    |       |   |                            |
| City<br>ANNAPOLIS                                                                                                                 |                                                                    | County               |              | State<br>MD                          |                        | Zip<br>21403                                 |            |                                                                                                                     |    |       |   |                            |
| Telephone No.<br>301-262-1797                                                                                                     |                                                                    |                      |              | Vendor's Name<br>PILZ AND ASSOC INC. |                        |                                              |            |                                                                                                                     |    |       |   |                            |
| Contact Person<br>ANTHONY L BOYD                                                                                                  |                                                                    |                      |              | Title                                |                        |                                              |            |                                                                                                                     |    |       |   |                            |
| Quantity                                                                                                                          | Description of Equipment (include make, model and all attachments) |                      |              |                                      |                        |                                              | Serial No. |                                                                                                                     |    |       |   |                            |
| 1                                                                                                                                 | PELTON & CRANE VALIDATOR 10 ser                                    |                      |              |                                      |                        |                                              | 2777       |                                                                                                                     |    |       |   |                            |
| 1                                                                                                                                 | PANORAMIC ORTHO CEPH R                                             |                      |              |                                      |                        |                                              | 1379       |                                                                                                                     |    |       |   |                            |
| 4                                                                                                                                 | CASTELLINI DENTAL STOOLS                                           |                      |              |                                      |                        |                                              |            |                                                                                                                     |    |       |   |                            |
| 3                                                                                                                                 | CUSTOM DENTAL CABINETS                                             |                      |              |                                      |                        |                                              |            |                                                                                                                     |    |       |   |                            |
| 3                                                                                                                                 | CLEAN LIGHT HI-SPEED HANDPIECES                                    |                      |              |                                      |                        |                                              |            |                                                                                                                     |    |       |   |                            |
| 3                                                                                                                                 | GREENROTOR 10-SPEED HANDPLACES                                     |                      |              |                                      |                        |                                              |            |                                                                                                                     |    |       |   |                            |
| 3                                                                                                                                 | CASTELLINI ULTRASONIC SCALERS                                      |                      |              |                                      |                        |                                              |            |                                                                                                                     |    |       |   |                            |
| 6                                                                                                                                 | THREE-WAY DENTAL SYRINGES                                          |                      |              |                                      |                        |                                              |            |                                                                                                                     |    |       |   |                            |
| EQUIPMENT LOCATION<br><small>(If other than Billing Address of Lessee)</small>                                                    |                                                                    | STREET               |              | CITY                                 |                        | STATE                                        |            |                                                                                                                     |    |       |   |                            |
| NUMBER AND AMOUNT OF LEASE PAYMENT                                                                                                |                                                                    | FIRST PAYMENT AMOUNT |              |                                      |                        |                                              |            |                                                                                                                     |    |       |   |                            |
| TERM OF LEASE<br>IN MONTHS                                                                                                        | LEASE<br>PAYMENT                                                   | +                    | SALES<br>TAX | =                                    | TOTAL LEASE<br>PAYMENT | SECURITY<br>DEPOSIT                          | +          | ADVANCE RENTAL<br><small>(includes sales tax)</small>                                                               | +  | OTHER | = | TOTAL PAYMENT<br>ENCLOSED* |
| 60                                                                                                                                | 640.00                                                             |                      |              |                                      |                        | \$                                           |            | <input type="checkbox"/> First payment \$ 640.00<br><input checked="" type="checkbox"/> Last 1 Payment(s) \$ 640.00 | \$ |       |   | \$1,280.00                 |
| PAYMENT FREQ. <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____ |                                                                    |                      |              |                                      |                        | *Make check payable to ADVANTA Leasing Corp. |            |                                                                                                                     |    |       |   |                            |

Subject to the terms and conditions of this Agreement (including those on the REVERSE SIDE HEREOF which Lessee acknowledges that he has read), Lessee hereby rents from Lessor and Lessor rents to Lessee the equipment selected by Lessee as indicated above or on the schedule attached hereto (collectively, the "Equipment").

THE UNDERSIGNED, AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED LESSEE, AND HAS THE AUTHORITY TO EXECUTE THIS LEASE ON ITS BEHALF. THE LESSEE HAS RECEIVED A COPY OF THIS CONTRACT.

|                                                          |                     |
|----------------------------------------------------------|---------------------|
| ✓ Authorized Signature<br><i>Anthony L. Boyd, D.D.S.</i> | Date<br>Feb 3, 1989 |
| ✓ Print Name<br>Anthony L. Boyd                          | Title<br>Owner      |

ACCEPTED BY ADVANTA LEASING CORP. (Lessor)

|                        |                |
|------------------------|----------------|
| By: <i>[Signature]</i> | Date<br>2/8/89 |
|------------------------|----------------|

Cherry Hill, New Jersey  
(609) 795-7722 ■ (800) 255-0022  
FAX (609) 795-5118

Deerfield Beach, Florida  
(305) 360-7400 ■ (800) 826-0596  
FAX (305) 360-7820

Atlanta, Georgia  
(404) 393-4800 ■ (800) 982-9823  
FAX (404) 394-0239

Columbia, Maryland  
(301) 381-6767 ■ (800) 962-0260  
FAX (301) 381-5657

1. LEASE. LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the equipment identified above and on any attached schedule ("Equipment") under the terms and conditions stated on the face hereof and ON THE REVERSE SIDE HEREOF ("Lease"). THIS IS AN IRREVOCABLE LEASE FOR THE FULL TERM AND CANNOT BE CANCELLED EXCEPT AS EXPRESSLY PROVIDED HEREIN.

2. TERM. This Lease shall not commence until the LESSOR accepts and signs the Lease. Thereafter, the Lease shall continue for the full term shown above and any extension and renewal periods ("Term"). Unless LESSEE notifies LESSOR in writing at least 60 days prior to the expiration of the initial lease term of its intention to terminate the Lease, the Lease shall automatically be extended for a period of one year and shall continue from year to year thereafter until terminated.

3. RENT. The lease payments shown above shall commence when LESSEE has received Equipment to be leased. Such payment amount is based upon the estimated total cost of all Equipment and shall be adjusted upward or downward if the actual total cost of the Equipment exceeds or is less than this estimate. LESSEE'S OBLIGATION TO MAKE THE LEASE PAYMENTS IS ABSOLUTE, UNCONDITIONAL, AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING EQUIPMENT FAILURE, DAMAGE, LOSS, DESTRUCTION, OBSOLESCENCE, DELAY IN DELIVERY, OR ANY OTHER CAUSE OR PROBLEM. Time being of the essence, LESSEE agrees that if any lease payment is not received within 5 days of its due date, LESSEE shall pay a late charge equal to 7% of the amount due. LESSEE stipulates that such late charge is reasonable liquidated damages intended only to reimburse LESSOR for expenses incurred in collecting late payments and is not an interest payment or penalty. Each payment received will be applied first to the oldest charge due. Any payment of a smaller sum than due at any time shall not constitute a release or an accord or satisfaction for any greater sum due, regardless of any endorsement restriction.

4. ADVANCE LEASE PAYMENTS; SECURITY DEPOSIT. The advance lease payment(s) shall be applied as shown above. In case the Lease is never finalized for any reason, such advance payment(s) will be retained by Lessor in liquidation of documentation and processing expenses. LESSEE agrees that the security deposit may not be applied by LESSEE as a lease payment at any time. LESSOR may retain all or part of the security deposit if LESSEE fails to perform any of the terms or conditions of the Lease. LESSOR may use the security deposit for any purpose during the term of the Lease, provided LESSOR accounts to LESSEE for such payment at the termination of the Lease. LESSEE shall not be entitled to interest on the security deposit or any advance lease payments.

5. DELIVERY AND ACCEPTANCE. Delivery and installation are the sole responsibility of LESSEE. LESSEE shall accept the Equipment when delivered and shall execute the Delivery and Acceptance Receipt supplied by LESSOR as evidence thereof. LESSEE holds LESSOR harmless from specific performance of this Lease and from any damages if for any reason the manufacturer, supplier, vendor or distributor (collectively referred to in this Lease as "Vendor") delays in delivery, or if the Equipment is unsatisfactory for any reason whatsoever. LESSEE agrees that any delay in delivery shall not affect the validity of this Lease or LESSEE'S obligations under the Lease. If LESSEE fails to sign the Lease or the Delivery and Acceptance Receipt upon delivery, LESSOR has the option of cancelling the Lease, in which event LESSEE shall thereby automatically assume all of LESSOR'S obligations as purchaser of the Equipment.

6. SELECTION OF EQUIPMENT. LESSEE acknowledges that (1) The Equipment and the Vendor have been selected solely by LESSEE; (2) LESSOR has no expertise or special familiarity regarding the Equipment and has not given LESSEE any advice regarding the suitability of the Equipment for LESSEE'S purposes; and (3) LESSEE is satisfied that the Equipment is suitable for LESSEE'S purposes solely on the basis of LESSEE'S own judgment, knowledge and inspection.

7. DISCLAIMER OF WARRANTY AND WAIVER OF LIABILITY. LESSEE agrees and fully understands that (1) THE EQUIPMENT IS LEASED "AS IS"; (2) LESSOR MAKES NO REPRESENTATION, GUARANTEE, EXPRESS WARRANTY, OR IMPLIED WARRANTY (INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE EQUIPMENT, AND LESSOR HEREBY EXPRESSLY DISCLAIMS THE SAME; (3) LESSOR SHALL NOT BE LIABLE FOR ANY KIND OF LOSS OR INJURY TO LESSEE OR TO ANY THIRD PERSON OR PROPERTY (including direct, indirect, consequential, incidental and special damages) CAUSED BY THE USE, OWNERSHIP OR POSSESSION OF THE EQUIPMENT (including any damages for infringement of any trademark, copyright or patent); (4) IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY THE VENDOR OR IS UNSATISFACTORY FOR ANY OTHER REASON, LESSEE SHALL MAKE ANY SUCH CLAIM SOLELY AGAINST THE VENDOR, AND LESSEE HEREBY WAIVES ANY SUCH CLAIM AGAINST LESSOR; AND (5) NO REPRESENTATION, GUARANTEE OR WARRANTY BY THE VENDOR IS BINDING ON LESSOR NOR SHALL ANY BREACH THEREOF RELIEVE LESSEE OF ITS OBLIGATIONS TO LESSOR. So long as LESSEE is not in breach under this Lease, LESSOR hereby assigns without recourse to LESSEE during the term of this Lease any warranty from the Vendor to LESSOR.

8. NO AGENCY. LESSEE understands and acknowledges that (1) there is no agency, joint venture or other relationship between LESSOR and the Vendor; (2) neither the Vendor nor any other person is authorized to act on LESSOR'S behalf; (3) NO PERSON OTHER THAN AN EXECUTIVE OFFICER OF LESSOR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE; and (4) IN ENTERING INTO THIS LEASE, LESSEE HAS RELIED SOLELY UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND ANY OTHER STATEMENT, WARRANTY, OR REPRESENTATION, IF ANY, BY THE VENDOR OR ANY OTHER PERSON HAS NOT BEEN RELIED UPON AND SHALL NOT AFFECT LESSEE'S OBLIGATIONS TO LESSOR.

9. REPAIRS; SERVICE; ADDITIONS. LESSOR is not responsible for any repairs or service to the equipment, and all repairs and service shall be the sole responsibility of LESSEE. LESSEE agrees to keep and maintain the Equipment in good condition and to service the Equipment during the term of this Lease as and when needed, including carrying out all suggestions and directions of the Vendor. All replacement parts, repairs, additions and accessories shall automatically become the property of LESSOR, and at the termination of the Lease, LESSOR shall have the option of accepting the Equipment with any or all of the same or directing LESSEE to remove any or all of the same at LESSEE'S expense.

10. USE. LESSEE REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED SOLELY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR RESIDENTIAL PURPOSES, AND THAT THIS IS A COMMERCIAL TRANSACTION AND NOT A CONSUMER TRANSACTION. LESSEE shall use the equipment in a lawful and prudent manner and shall not make any alterations to the Equipment without LESSOR'S written consent. LESSEE shall not permit the Equipment to be used by anyone other than LESSEE or its employees. LESSEE shall keep the Equipment at the LESSEE'S address shown above and shall not remove the Equipment to any other location without LESSOR'S written consent.

11. LOSS; DAMAGE; INSURANCE. Upon shipment of the Equipment to LESSEE, and until the Equipment is returned to LESSOR, LESSEE shall assume and bear the entire risk of loss from any cause whatsoever. In the event of any such loss, LESSEE shall promptly notify LESSOR in writing. LESSEE shall keep the Equipment insured against theft and all risks of loss and shall carry public liability insurance covering both personal injury and property damage. All such insurance shall be in a form and an amount satisfactory to LESSOR. Such insurance for theft, loss and damage shall name LESSOR as the sole Loss Payee, and such public liability insurance shall name LESSOR as Named Insured and LESSOR as Additional Insured. LESSEE shall pay all premiums, be responsible for all deductible portions, and shall deliver to LESSOR the insurance policies or other evidence of such insurance coverage satisfactory to LESSOR. Each insurer shall agree by endorsement upon all policies or by other means satisfactory to LESSOR that it will give LESSOR 30 days written notice prior to the effective date on which the policy is altered, expired or cancelled. In the event LESSEE fails to secure or maintain such insurance, LESSOR may, at its option, obtain such insurance and charge the cost thereof to the LESSEE as additional rent. LESSEE HEREBY IRREVOCABLY EMPOWERS AND APPOINTS LESSOR AS LESSEE'S TRUE AND LAWFUL ATTORNEY-IN-FACT TO MAKE CLAIM FOR AND RECEIVE INSURANCE PROCEEDS, AND TO EXECUTE AND ENDORSE ALL DOCUMENTS, CHECKS OR DRAFTS RECEIVED IN PAYMENT UNDER ANY SAID INSURANCE POLICIES. Any proceeds of insurance payable to LESSOR may be used or applied as LESSOR, in its sole discretion, shall determine.

12. TAXES AND OTHER FEES. LESSEE shall pay when due all present and future federal, state and local license fees, registration fees, filing fees, assessments, taxes (including without limitation, sales, lease, use, excise and personal property taxes, excluding only taxes payable in respect to LESSOR'S income) and all other charges of any kind which may now or hereafter be imposed upon LESSOR'S LESSEE arising in any way out of the ownership, use, possession, leasing, delivery or return of the Equipment. Such amounts shall be considered additional rent and shall be payable upon demand by LESSOR. In establishing the amount of the base lease payments and the other terms of this Lease, LESSOR and LESSEE have assumed that LESSOR will be entitled to all deductions, depreciation, credits and other tax benefits ("tax benefits") which are provided by the federal, state and local laws to an owner and lessor of personal property. LESSEE agrees that, should any such tax benefits be disallowed or recaptured, or should LESSOR lose the right to claim or receive such benefits for any reason, LESSEE shall indemnify LESSOR for such loss by paying LESSOR an amount equal to the value of such loss. LESSEE'S obligations under this Paragraph shall continue notwithstanding any future change in federal, state or local law during the term of the Lease.

13. COMPLIANCE WITH LAW. LESSEE shall promptly comply with all federal, state and local laws and regulations relating to the ownership, use, possession, leasing, delivery or return of the Equipment. If compliance with any such law requires changes or additions to be made to the Equipment, such changes or additions shall be made by LESSEE at its own expense.

14. INDEMNITY. LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED LOSSES, DAMAGES, INJURIES (including

any loss, damage or injury to any person or property), CLAIMS, DEMANDS AND EXPENSES (including all attorney's fees and legal expenses) ARISING FROM OR RESULTING DIRECTLY OR INDIRECTLY BY (I) ANY OWNERSHIP, USE, POSSESSION, OPERATION, CONTROL, CONDITION (whether or not latent or discoverable), MAINTENANCE, DELIVERY OR TRANSPORTATION OF THE EQUIPMENT, AND (II) ANY BREACH BY LESSEE OF ANY TERM OR CONDITION OF THIS LEASE. These indemnities and obligations shall remain in effect during the term of the Lease and shall survive the expiration thereof. Should LESSEE be entitled under applicable law to revoke its acceptance of the Equipment, LESSEE agrees to pay and indemnify LESSOR for any payment by LESSOR to the Vendor.

15. TITLE. This being a lease, LESSEE understands that the Equipment is the sole and exclusive property of LESSOR, that title to the Equipment shall at all times during the term remain in LESSOR, and that LESSEE shall have no right, title or interest in the Equipment except as expressly provided in this Lease. LESSEE HEREBY IRREVOCABLY EMPOWERS AND APPOINTS LESSOR AS ITS TRUE AND LAWFUL ATTORNEY-IN-FACT TO PREPARE, EXECUTE AND FILE ALL OWNERSHIP AND FINANCING STATEMENTS, and all costs for such filing shall be paid by LESSEE. IT IS THE INTENT OF THE PARTIES THAT THIS IS A TRUE LEASE. THE FILING OF ANY SUCH STATEMENT SHALL NOT BE EVIDENCE THAT THIS IS OTHER THAN A TRUE LEASE, AND SUCH FILING IS ONLY INTENDED TO GIVE PUBLIC NOTICE OF LESSOR'S OWNERSHIP OF THE EQUIPMENT. If this Lease shall be deemed at any time to be a financed lease or a lease intended as security, LESSEE hereby grants LESSOR a security interest in the Equipment, and such financing statements shall be intended to create a perfected security interest in favor of LESSOR. LESSEE shall keep the Equipment free and clear of any and all claims, liens, security interests and other encumbrances of any other person, including LESSEE'S creditors. The Equipment shall at all times be considered and shall remain personal property, and LESSEE shall not permit the same to become a fixture or realty. If requested by LESSOR prior to or at any time during the term of the Lease, LESSEE shall obtain and deliver to Lessor waivers of interests or liens in recordable form, satisfactory to LESSOR, from any persons claiming any interest in the real property on which the Equipment is located. LESSEE agrees that LESSOR may enter upon the premises of LESSEE at any time, upon reasonable notice, to inspect the Equipment for any reason.

16. EVENTS OF DEFAULT. The following events shall automatically and without notice to LESSEE be events of default under this Lease: (1) LESSEE fails to pay any lease payment or other charge for a period of 10 consecutive days from the due date; (2) LESSEE fails to perform any other term or condition of this Lease or any other agreement with LESSOR; (3) any action or proceeding is brought against LESSEE whereby the Equipment may be taken or distrained; (4) LESSEE or ANY GUARANTOR dies, becomes insolvent, makes an assignment for the benefit of creditors, stops doing business as a going concern, sells all or substantially all its assets, merges, consolidates, or appoints a receiver or trustee; (5) a petition is filed by or against LESSEE or ANY GUARANTOR under bankruptcy laws or other laws providing for the relief of debtors; or (6) the LESSEE'S or ANY GUARANTOR'S affairs so change as to, in LESSOR'S sole judgment, impair the Equipment, increase the LESSOR'S risk under this Lease, or give LESSOR reasonable cause to be insecure about LESSEE'S willingness or ability to perform its obligations.

17. REMEDIES UPON DEFAULT. In the event LESSEE defaults under this Lease, LESSOR may exercise any one or more of the following remedies in addition to any other legal or equitable remedy available under law:

(a) With or without notice, to accelerate and sue for (i) the balance of lease payments due and to become due under the Lease plus the residual value placed on the Equipment by LESSOR, and (ii) any late fees, costs and other charges due, including those costs specified in Paragraph 19 below. In the event the accelerated lease balance is required to be discounted by law, LESSEE shall also be liable for interest on all monies due LESSOR at the rate of 18% per annum or the maximum rate permitted by law, whichever is greater; and

(b) without having to take legal action, to enter upon the premises where the Equipment is located with LESSEE'S full cooperation and to repossess the Equipment. In the event LESSEE fails to consent to such repossession, LESSOR may institute a legal proceeding seeking replevin and any other equitable remedy, the LESSEE understanding that LESSOR may recover attorney's fees and court costs as provided below if LESSOR is forced to take legal action. Following such repossession or replevin, all rights of LESSEE in the Equipment shall terminate, and LESSOR may, at its option, use, ship, store, repossess or replevin the Equipment without advance notice to LESSEE. In the event LESSOR obtains replevin (a) above, in which case any recovery of monies by LESSOR shall be reduced by the sums, if any, received by LESSOR from any disposition of the Equipment after deducting LESSOR'S expenses incurred in such disposition. LESSEE hereby waives any claim for damages caused during any repossession or replevin.

18. CUMULATIVE REMEDIES. All remedies of LESSOR hereunder are, to the extent permitted by law, cumulative and may be exercised concurrently or separately at different times, and the exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising, any right or remedy shall operate as a waiver thereof or be deemed a modification of this Lease. A waiver of any default shall not be a waiver of any subsequent default.

19. LESSOR'S COSTS. LESSEE shall be liable for all expenses incurred by LESSOR in enforcing this Lease, including without limitation, attorney's fees of 20% of the amount of any claim for money damages (which LESSEE hereby stipulates is reasonable attorney's fees), reasonable attorney's fees incurred in pursuing any equitable remedy, costs of suits, collection costs, and costs of repossession, replevin, storage, shipment, repair, release and sale of the Equipment.

20. RETURN OF EQUIPMENT. Upon the expiration of the Lease term, or upon request of LESSOR following any default, LESSEE shall, at its own expense, return the Equipment to LESSOR at an address specified by LESSOR. If LESSEE fails to do so, LESSEE shall pay LESSOR a sum equivalent to one month's lease payment for any portion of any month in which LESSEE holds the Equipment beyond the expiration date or return demand date. The Equipment shall be returned in the same condition as received, ordinary wear and tear excepted, and LESSEE shall be liable for any missing parts and any damage beyond ordinary wear and tear.

21. ASSIGNMENT; SUBLEASE. All or any part of LESSOR'S interest in this Lease or in the Equipment may be assigned by LESSOR at any time without prior notice to LESSEE. In that event, LESSOR'S assignee shall succeed to all of LESSOR'S rights and interests under the Lease and LESSEE'S obligations to the assignee shall be as provided in the Lease, but the assignee shall not be liable to perform any of LESSOR'S obligations to LESSEE. This LESSOR may direct that any lease payments due and to become due under the Lease and assigned by LESSOR shall be paid directly to the assignee. The right of the assignee to the payment of assigned lease payments and to performance of LESSEE'S obligations, and to exercise any other of LESSOR'S right hereunder, shall not be subject to any defense, counterclaim or setoff.

Because the LESSEE'S obligations under this Lease are personal in nature, LESSEE may not assign any of its interests under the Lease to any other person, nor may LESSEE sublease any of the Equipment to any other person, without the prior written consent of LESSOR, which may be declined by LESSOR for any reason.

22. SEVERABILITY. If any provision of this Lease is in conflict with any law of any state or place where it is sought to be enforced, such provision shall be deleted to the extent of such conflict, but without invalidating the remaining provisions.

23. CHOICE OF LAW; JURISDICTION; CHOICE OF FORUM; VENUE. LESSEE and any GUARANTOR consent, agree, and stipulate that: (1) this Lease and any Guaranty shall be deemed to have been executed in the state of New Jersey and shall be governed by and construed in accordance with the laws of such state; (2) LESSEE'S and GUARANTOR'S communication and conduct of business with LESSOR in New Jersey constitute overt and purposeful acts of entry by LESSEE and such GUARANTOR into such state and constitute "minimum contacts" sufficient to establish personal jurisdiction over such individuals in New Jersey; (3) any legal proceeding arising out of this Lease, regardless of whether the LESSOR or the LESSEE is the party bringing such proceeding, shall be instituted ONLY in state or federal court in New Jersey, and in no other state, unless LESSOR expressly consents in writing or affects otherwise; and (4) LESSEE and any GUARANTOR shall accept venue in any state or federal court in New Jersey or any other state or federal court where LESSOR may elect to proceed, and LESSEE and GUARANTOR waive any objection to such venue.

24. BINDING EFFECT. The Lease shall inure to the benefit of, and be binding upon, LESSOR and LESSEE and their heirs, successors, legal representatives, executors, administrators and permitted assigns. If there is more than one LESSEE to this Lease, the obligations of the LESSEES shall be individual, joint and several.

25. CAPTIONS. The captions in this Lease are intended for convenience only and shall not be construed to alter or vary the text.

26. ENTIRE AGREEMENT. This Lease contains the entire agreement between LESSOR and LESSEE and supersedes any prior oral or written agreements (including any purchase orders) and understandings between such parties. This Lease may not be altered, amended, supplemented or terminated except by a writing signed by an executive officer of LESSOR.

27. NOTICES. Written notices required to be given hereunder may be given by personal delivery or by first-class mail addressed to the party at the address shown above or other address designated by the party in writing.

28. AUTHORIZATION. LESSEE represents and warrants that LESSEE has complete and unrestricted power to enter into this Lease; that the persons executing this Lease have been duly authorized (by corporate resolution if LESSEE is a corporation) to execute the Lease on LESSEE'S behalf; and that all information supplied to LESSOR is true and correct.

276590

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

Pace Yacht Corp.  
Name or Names  
FO 6231 Annapolis, MD 21401  
Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company  
Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

RECORD FEE 11.00  
POSTAGE .50  
#307340 C777 R03 T13:46  
03/09/89  
CK

Lessee:

✓ Peter Tsou  
(Signature of Lessee)  
✓ Peter Tsou Pres.  
(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY  
Amy Harlan  
(Signature of Lessor)  
Amy Harlan Assistant VP  
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:  
The Equipment Leasing Company, , Box 307, Riderwood, Maryland 21139.

1/50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 523

Page No. 461

Identification No. 271841

Dated March 1, 1988

1. Debtor(s) { Terrence P. Cummings D/B/A/ Scenic Lawns & Landscaping  
Name or Names—Print or Type  
P.O. Box 3056 Crofton - Anne Arundel MD 21114  
Address—Street No., City - County State Zip Code

2. Secured Party { THE CITIZENS NATIONAL BANK  
Name or Names—Print or Type  
390 Main Street Laurel - Prince George's MD 20707  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50  
#307480 C777 R03 T14:04  
03/09/89

4. Check Applicable Statement:

|                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/><br/>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"/><br/>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"/><br/>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"/><br/>(Indicate whether amendment, termination, etc.)<br/>AMENDMENT TO CHANGE NAME</p>                                                          |

NEW NAME: SCENIC LAWN AND LANDSCAPING, INC.

This filing is to reflect a legal name change and does not represent a new advance of loan funds.

Dated: March 6, 1989

THE CITIZENS NATIONAL BANK  
Name of Secured Party

SCENIC LAWN AND LANDSCAPING, INC.

*Nina Hendrix*  
Signature of Secured Party

*Terrence P. Cummings*  
Terrence P. Cummings, President

Nina Hendrix, Assistant Vice President  
Type or Print (Include Title if Company) }

FD-1216 MS

150

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 535

Page No. 406

Identification No. 275701

Dated December 14, 1988

1. Debtor(s) { Terrence P. Cummings D/B/A/ Scenic Lawns & Landscaping  
Name or Names—Print or Type  
P.O. Box 3056 Crofton - Anne Arundel MD 21114  
Address—Street No., City - County State Zip Code

2. Secured Party { THE CITIZENS NATIONAL BANK  
Name or Names—Print or Type  
390 Main Street Laurel - Prince George's MD 20707  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

RECORD FEE 10.00  
POSTAGE .50  
#307490 C777 R03 T14:05  
03/09/89

4. Check Applicable Statement:

|                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/><br/>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"/><br/>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"/><br/>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"/><br/>(Indicate whether amendment, termination, etc.)<br/>AMENDMENT TO CHANGE NAME</p>                                                          |

NEW NAME: SCENIC LAWNS AND LANDSCAPING, INC.  
This filing is to reflect a legal name change and does not represent a new advance of loan funds.

Dated: March 6, 1989

THE CITIZENS NATIONAL BANK  
Name of Secured Party

SCENIC LAWNS AND LANDSCAPING, INC.

*Nina Hendrix*  
Signature of Secured Party

*Terrence P. Cummings*  
Terrence P. Cummings, President

Nina Hendrix, Assistant Vice President  
Type or Print (Include Title if Company)

FMS 1216 MS

150

FORM UCC 1

APPROVED FOR USE IN NORTH CAROLINA AND THE FOLLOWING STATES:

ALABAMA  
ALASKA  
ARIZONA  
ARKANSAS  
COLORADO

DELAWARE  
IDAHO  
INDIANA  
IOWA

KANSAS  
KENTUCKY  
MAINE  
MARYLAND  
MASS.

MICHIGAN  
MINNESOTA  
MISSISSIPPI  
MISSOURI  
MONTANA

NEBRASKA  
N. HAMPSHIRE  
N. JERSEY  
N. CAROLINA  
N. DAKOTA

OHIO  
OKLAHOMA  
OREGON  
S. CAROLINA  
TENNESSEE

VERMONT  
VIRGINIA  
W. VIRGINIA  
WISCONSIN  
WYOMING

DIST. OF COLUMBIA

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):

Holmatro Incorporated  
412 Headquarters Drive  
Millersville, MD 21108

2. Secured Party(ies) Address(es) And Name(s):

Maryland Clarklift Co.,  
Div. The Space Maker  
Group, Inc.  
3310 Childs Street  
Baltimore, MD 21226

4. For Filing Officer: Date, Time, File No., Filing Office:

538 FILE 546

276591

7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)

One Model 20MT Crown Lift Truck  
Serial Number X39581

5. Assignee(s) of Secured Party, Address(es):

Maryland Clarklift Co., Div.  
The Space Maker Group, Inc.  
3310 Childs Street  
Baltimore, Maryland 21226

6.  The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

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 Secured Party.

By Holmatro Incorporated

By Maryland Clarklift Co., Div The Space Maker Group, Inc.

By Kees Smeehuyzen Debtor(s) (or Assignor(2))

By \_\_\_\_\_ Secured Party(ies) (or Assignee(s))

(1) Filing Office Copy - Numerical

Pres FINANCING STATEMENT

Standard Form Approved by ALL STATES SHOWN ON STUB UCC

RECORD FEE 11.00  
#307560 0777 R03 T14:11  
03/09/89

GK

11/8

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~~ LESSEE

Name Hearth and Home Distributors, Inc.
Address 10305 Guilford Road, Annapolis Junction, MD 20701

2. ~~SECURED PARTY~~ LESSOR

Name General Electric Capital Corporation
Address 600 W. Germantown Pike, Plymouth Meeting, PA

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
POSTAGE .50
#30/510 C777 R03 T14:07
GK 03/09/89

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Four (4) 1987 Nissan Model CMA83H Trucks S/N's JNAMA83J3HGH40748, JNAMA83J3HGH41251, JNAMA83J3HGH41252, JNAMA83J3HGH41252 each with an 18' Morgan Van Bodies; One (1) 1987 Nissan Model CMA83K Truck S/N JNAMA83J4HGK41230 equipped with a 20' Morgan Van Body; Six (6) 1987 Nissan Model CMA83K Truck's S/N's JNAMA83J8HGK40775, JNAMA83JXHKG40776, JNAMA83J2HGK41226, JNAMA83J4HGK41227, JNAMA83J6HGK41128, JNAMA83J8HGK41229 each with a 20' Stake; and One (1) 1989 Toyota 4X2 Model 8224 Pickup Truck S/N JT4RN93D2K5001006, as more fully described on Annex A attached hereto and made a part hereof, with all attachments and additions now or hereafter attached thereto and made a part thereof. This financing statement is being filed solely as a precaution if, contrary to the intention of the parties described above, the transaction relating to the property described herein is deemed to be CHECK THE LINES WHICH APPLY

Name and address of Assignee

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

other than a lease within the meanings of Section 1-201 (37) of the Uniformed Commercial Code. Recordation tax of \$905.85 to be paid on balance of \$274,401.00 to Maryland State.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hearth and Home Distributors, Inc.

Wayne Newsome (Signature of LESSEE)

Wayne Newsome Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Capital Corporation

Peter A. Petropoulos (Signature of LESSOR)

Peter A. Petropoulos Type or Print Above Signature on Above Line

1850

ANNEX A  
 TO  
 SCHEDULE NO. One (1)  
 TO MASTER LEASE AGREEMENT  
 DATED AS OF Feb 23, 1989

Description of Equipment

| <u>Manufacturer</u> | <u>Serial Numbers</u>                                                                                                                                                            | <u>Type and Model of Equipment</u>                                                | <u>Number of Units</u> | <u>Cost Per Unit</u> |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------|----------------------|
| Nissan              | JNAMA83J3HGH40748<br>JNAMA83JXHGH41251<br>JNAMA83J1HGH41252<br>JNAMA83J3HGH41253<br><br>88VB040573001<br>88VB040573002<br>88VB040573003<br>88VB040573004                         | 1987 Model CMA83H Trucks<br><br>each, respectively, with an 18' Morgan Van Bodies | Four (4)               | \$23,881.00          |
| Nissan              | JNAMA83J4HGK41230<br><br>88VB40571001                                                                                                                                            | 1987 Model CMA83K Truck Equipped with a 20' Morgan Van Body                       | One (1)                | \$24,431.00          |
| Nissan              | JNAMA83J8HGK40775<br>JNAMA83JXHGK40776<br>JNAMA83J2HGK41226<br>JNAMA83J4HGK41227<br>JNAMA83J6HGK41228<br>JNAMA83J8HGK41229<br>49500<br>49502<br>49504<br>49503<br>49501<br>49505 | 1987 Model CMA83K Trucks<br><br>Each, respectively, with a 20' Stake              | Six (6)                | \$23,941.00          |
| Toyota              | JT4RN93D2K5001006                                                                                                                                                                | 1989 Model 8224 4X2 Pickup Truck                                                  | One (1)                | \$10,800.00          |

With all attachments, additions, and accessories now or hereafter attached thereto and made a part thereof.

Initials:


  
 \_\_\_\_\_  
 Lessor Lessee

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~~ LESSEE

Name Hearth and Home Distributors, Inc.

Address 10305 Guilford Road, Annapolis Junction, MD 20701

2. ~~SECURED PARTY~~ LESSOR

Name General Electric Capital Corporation

Address 600 W. Germantown Pike, Plymouth Meeting, PA 19462

RECORD FEE 13.00  
POSTAGE .50  
#307520 0717 R03 T14:07  
03/09/89  
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)

One (1) Saturn One Siemens Phone System, as more fully described on Annex A attached hereto and made a part hereof, together with all plugs, cables, wiring and other ancillary equipment as included in the cost of the equipment, with all attachments, additions and accessories now or hereafter attached thereto and made a part thereof. This financing statement is being filed solely as a precaution if, contrary to the intention of the parties described above, the transaction relating to the property described herein is deemed to be other than a lease within the meanings of Section 1-201 (37) of the Uniformed Commercial Code.

Name and address of Assignee

Recordation tax of \$184.80 to be paid on balance of \$55,602.00 to Maryland State.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hearth and Home Distributors, Inc.

(Signature of ~~DEBTOR~~ LESSEE

R. Wayne Newsome

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Capital Corporation

(Signature of ~~SECURED PARTY~~) LESSOR

Type or Print Above Signature on Above Line

1350

ANNEX A  
 TO  
 SCHEDULE NO. Two (2)  
 TO MASTER LEASE AGREEMENT  
 DATED AS OF FEB 23, 1987

BOOK 538 PAGE 550

Description of Equipment

| <u>Manufacturer</u>                                        | <u>Cost<br/>Per<br/>Unit</u> |
|------------------------------------------------------------|------------------------------|
| One (1) Saturn One Siemens Phone System                    |                              |
| Including but not limited to the following:                |                              |
| One (1) SAT I Basic System                                 | \$30,364.00                  |
| 1 Shelf, 128 Ports                                         |                              |
| 1 DTMF Car                                                 |                              |
| 1 SLA-16 Card STD                                          |                              |
| 1 SLMD Card STD                                            |                              |
| 2 Floppy Drives                                            |                              |
| 1 OC-1F Software                                           |                              |
| 1 RAUP Card for RMATS or SMDS                              |                              |
| 1 TBM CARD 4 PORT                                          |                              |
| Two (2) CO Trunk Card (8 Ports/Card) TBM-8                 |                              |
| Two (2) (16) Port Analog Station Card SLA-16               |                              |
| One (1) Analog Station Card (8 Port SLMA)                  |                              |
| One (1) 4 Wire Tie Card (TMBA-4)                           |                              |
| One (1) Digital Station Card (8 Ports/Card) SLMD           |                              |
| Ten (10) DYAD Jr Sets With Speakerphones                   |                              |
| Four (4) DYAD 18 Digital Telephones                        |                              |
| Forty (40) Euroset 2111 w/TAP, 10 NUM MEM, Message Waiting |                              |
| Fifty-One (51) Cable Reuse Charge                          |                              |
| Four (4) Standard Cable Runs                               |                              |
| Eighteen (18) Lightning Protection Modules (1 Per Trunk)   |                              |
| One (1) Lightning Protection Housing                       |                              |
| One (1) Saturn Attendant Console                           |                              |
| One (1) Attendant Console Card PIMD                        |                              |

Together with all plugs, cables, wiring and other ancillary equipment as included in the cost of the equipment, with all attachments, additions, and accessories now or hereafter attached thereto and made a part thereof.

Initials:




---

Lessor Lessee

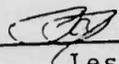
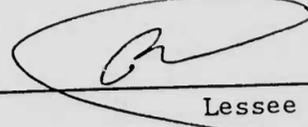
ANNEX A  
TO  
SCHEDULE NO. Two (2)  
TO MASTER LEASE AGREEMENT  
DATED AS OF FEB 23, 1989

Description of Equipment

| <u>Manufacturer</u>                                                                                           | <u>Cost<br/>Per<br/>Unit</u> |
|---------------------------------------------------------------------------------------------------------------|------------------------------|
| One (1) Dytel Automatic Attendant<br>4 Ports & Expanded Messaging<br>(Includes 24 Seconds of Prof. Recording) | \$11,986.00                  |
| One (1) Siemens VOX 50B Integrated Voice Mail<br>3 Ports 5.5 Hours                                            | \$ 9,600.00                  |
| One (1) Paging System<br>12 Ceiling Speakers<br>4 Paging Speakers<br>Night Ring Controller                    | \$ 2,076.00                  |
| One (1) 30 Minute Battery Backup                                                                              | \$ 1,576.00                  |

Together with all plugs, cables, wiring and other ancillary equipment as included in the cost of the equipment, with all attachments, additions, and accessories now or hereafter attached thereto and made a part thereof.

Initials:

---

Lessor Lessee

1059d

FORM 538 PART 552

276593

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)  
Dave's Boat Trailer Sales, Inc.  
432 Crain Hwy.  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)  
Transamerica Commercial Finance Corp.  
P.O. Box 505 (505)  
Pensacola, FL 32593

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:  
All inventory of goods of whatever kind or nature held for sale or lease by the Debtor, including but not limited to boats, boat trailers, boat motors, marine equipment, parts and accessories, wherever located, now owned or hereafter acquired or in the possession, custody of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.  
not subject to recordation tax as secured party holds an inventory security agreement

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00  
POSTAGE *CK* .50

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:  
Clerk of County 03/10/89

Dave's Boat Trailer Sales, Inc.  
By: *[Signature]*  
Signature(s) of Debtor(s)

Transamerica Commercial Finance Corp.  
By: *[Signature]* 3-8-89  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

FINANCING STATEMENTS

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- To be recorded in the:
- (1) Financing Statements Records of the Maryland Department of Assessments and Taxation \_\_\_\_\_
  - (2) Financing Statement Records of Anne Arundel County, MD X

1. NAME AND ADDRESS OF DEBTORS:

Robert A. Tull, Jr.  
5501 Solomons Island Road  
Lothian, Maryland 21122

Patricia A. Tull  
5501 Solomons Island Road  
Lothian, Maryland 21122

2. NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND  
5 Church Circle  
Annapolis, Maryland 21401

3. This Financing Statement covers all of the following property of the Debtor:

A. INVENTORY. All of the Debtor's inventory both now and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

RECORD FEE 18.00  
POSTAGE .50  
#506780 0345 R01 T10#42  
03/10/89

B. ACCOUNTS. All of the Debtor's accounts without limitation, all notes, notes receivable, drafts acceptances, and similar instruments and documents, both now owned and hereafter aquired, together with

18  
2

MICHAEL R. ROBLER, P.A.  
ATTORNEY AND  
COUNSELOR AT LAW  
7 WILLOW STREET  
ANNAPOLIS, MD 21401

(i) all proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. GENERAL INTANGIBLES. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. CHATTEL PAPER. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights

incident to such property and goods and cash and non-cash proceeds thereof.

E. ALL EQUIPMENT AND FIXTURES. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, including, but not exclusively, all the equipment and fixtures described in Exhibit A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefore, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are located in or will be attached to the building and property located at 6171 Shadyside Road, Shadyside, Maryland 20764.

DATE: 3/9/89

WITNESS:

Michael A. Roblyer

Michael A. Roblyer

DEBTORS:

BY: Robert A. Tull, Jr.  
Robert A. Tull, Jr.

BY: Patricia A. Tull  
Patricia A. Tull

RETURN TO: ROBLYER & RICHMAN, P.A.  
7 Willow Street  
Annapolis, Maryland 21401

- 1- 3-bay Clean Concepts Coin Op Car Wash Pumping Equipment Package, 5 HP single or 3 ph. motors & starters, dual belt drive, cast 310 ceramic plunger pump, 100 Va rated 24v transformers, Ginsan solid state timers, trigger controls w/US paraplate unloader/regulator valves, glycerin filled pressure gauges, automatic weep protection cold water rinse, tank set, Master Menu sign package & pictorial signs, Zierco booms with rebuildable swivels. System includes stainless steel equip. chasis, stainless steel tank lids, meter heaters w/thermostats, all stainless steel wand holders & 1 pair mat hangers per bay.
- 1- 4-bay RayPak Floor Heat System -10 degree design w/330,000 BTU gas fired heater, manifolds, manifold boxes, all tubing, fittings & wire ties plus engineering layout. Includes installation of tubing to customers prepared slab. (Does not include copper plumbing, materials or labor.)
- 1- 3-bay RayPak 263,000 BTU Wash Water Heater w/circulating pump & motor, pressure & temperature relief valves, thermostat & flow switch.
- 1- 3-bay Clean Concepts all stainless steel Foaming Brush & Antifreeze Combination Super System w/Aircraft alum. booms.
- 1- 3-bay Clean Concepts all stainless steel Presoak System.
- 1- 3-bay Clean Concepts all stainless steel Foaming White Wall Cleaning/Engine Degreaser System.
- 4- Doyle stainless steel solid state 2" Vacs.
- 1- Hamilton stainless steel rear load \$1.00, 5.00, 10.00 & 20.00 bill changer w/bill stacker.
- 4- Stainless steel drop shelf vendors, adjustable .25c to \$1.00.
- 1- Caravelle 1200A (Rollover Car Pick-Up & Van Wash) System includes:
  1. Top brush (60" O.D. feathered)
  2. Two side brushes (38" L 60" O.D. feathered full fill)
  3. Two hitchhiker window brushes (45" L 60" O.D. soft feathered ½ fill)
  4. Two drive motors (.5 hp. ea.)
  5. Top & side brush motors (2 hp ea. All motors oversized for longer life.)
  6. Railroad type track w/track lock.
  7. Guide rails
  8. Brushes are "gravity" controlled.
  9. Brush "break away" system.
  10. Brushes float away from west coast mirrors.
  11. Galvanized steel frame & bolts.
  12. Approximate one minute wash.
  13. Fully automatic unattended operation.
  14. Double pass.
  15. Wax foamer
  16. Red & Green Light
  17. Undercarriage wash
  18. Hamilton Auto Cashier

538 557

276597

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): E. O. Resource Council, Inc.  
Address: 86 State Circle  
Annapolis, Maryland 21401

Taxable Debt: \$5,775.00

2. Name of Secured Party: Annapolis Bank & Trust Company  
Address: P.O. Box 311  
Annapolis, Maryland 21404

RECORD FEE 11.00  
RECORD TAX 42.00  
POSTAGE .50  
#399510 C055 R02 T14:35  
03/10/89

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CK

4. This Financing Statement covers the following types (or items) of property:  
One Sharp SF-8100 Copier Serial Number 8661208V and accessories

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:

E.O. Resource Council, Inc.

Annapolis Bank & Trust Company  
(Type Name of Dealership)

By: *Pamela Nuckey, Pres*

By: *William A. Busik*  
(Authorized Signature)

William A. Busik, 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.)

42 11 00

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

STANDARD FORM UNIFORM COMMERCIAL CODE  
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

ORDER FROM  
 MASTER-CRAFT CORP.  
 KALAMAZOO, MICH.

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5 1/2" x 8 1/2" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper if convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgement.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

|                                                                                                                                                               |                                                                                                                          |                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 1. Debtor(s) (Last Name First) and address(es)<br>Willenpart, Johannes<br>c/o Austronic Security Systems,<br>Inc.<br>9358-A Gerwig Lane<br>Columbia, MD 21046 | 2. Secured Party(ies) and address(es)<br>The National Bank of Washington<br>201 N. Charles Street<br>Baltimore, MD 21201 | For Filing Officer (Date, Time and Filing Office) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|

4. This statement refers to original Financing Statement bearing File No. 272362 Liber 525/249  
 Anne Arundel County  
 Filed with Financing Statement Date Filed April 8 1988

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. RECORD FEE 10.00  
POSTAGE .50

The Columbia Bank  
 10480 Little Patuxent Parkway  
 Columbia, MD 21044

BL CLERK #507420 0055 R01 T14#48  
03/10/89

No. of additional Sheets presented: 1

THE NATIONAL BANK OF WASHINGTON CIRCUIT COURT

By: Vincent M. Wesley  
 Signature(s) of Secured Party(ies)  
 Vincent M. Wesley,  
 Vice President

By: \_\_\_\_\_  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
 (1) Filing Officer Copy - Alphabetical

Mail to:  
 The National Bank of Washington  
 201 N. Charles Street  
 Baltimore, MD 21201

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR  
B/R International, Inc.  
 \_\_\_\_\_  
 (Name)  
P.O. Box 7  
 \_\_\_\_\_  
 (Address)  
Pasadena, Maryland 21122  
 \_\_\_\_\_

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Catherine T. Lewis  
 \_\_\_\_\_  
 (Name of Loan Officer)  
25 S. Charles Street  
 \_\_\_\_\_  
 (Address)  
Baltimore, Maryland 21201  
 \_\_\_\_\_

~~Commercial Finance 101-100~~

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 11.00  
 POSTAGE **CK** .50  
 #308090 0777 R03 T13:25  
 03/10/89

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

4. Mr. Clerk: Mail Instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
B/R International, Inc. (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
Roger R. Roark, President  
 \_\_\_\_\_  
 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

1150

Debtor or Assignor Form

MARYLAND 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, crops, timber, or minerals only).

|                                                     |                                            |
|-----------------------------------------------------|--------------------------------------------|
| <u>DEBTOR</u>                                       | <u>SECURED PARTY (OR ASSIGNEE)</u>         |
| <u>Robert W. Childs Landscape Contractors, Inc.</u> | <u>THE FIRST NATIONAL BANK OF MARYLAND</u> |
| (Name)                                              | Attn: <u>Catherine T. Lewis</u>            |
| <u>491 College Parkway</u>                          | (Name of Loan Officer)                     |
| (Address)                                           | <u>18 West Street</u>                      |
| <u>Arnold, Maryland 21012</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 Kubota Tractor Model L2550 Serial #54994
- 1 Kubota Loader Model BF400G Serial 17057
- 1 Kubota Guard Model L1784

RECORD FEE 11.00  
RECORD TAX 84.00  
POSTAGE .50  
#308100 0777 R03 T13:26  
03/10/89  
GK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

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>Robert W. Childs Landscape Contractors, Inc.</u> (Seal) | _____ (Seal)                |
| <u>[Signature]</u> (Signature)                             | _____ (Signature)           |
| <u>Robert W. Childs, President</u> (Print or Type Name)    | _____ (Print or Type Name)  |

11-84-8

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

276601

FINANCING STATEMENT

DATE: March 8, 1989

( XX ) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): Rodney Jones  
T/A Rodney Jones Vending Company

ADDRESS: 110 South Villa Avenue  
Annapolis, Maryland 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

| QTY | DESCRIPTION                                                     |
|-----|-----------------------------------------------------------------|
| 1   | Music Box Rock-Ola, Model 490, Serial # 45092                   |
| 1   | Cigarette Machine National, Serial # 2221589                    |
| 1   | Shuffle Board American                                          |
| 1   | Pool Table - coin operated, United Billiards                    |
| 1   | Music Box Rock-Ola, Model 460, Serial # 600006                  |
| 1   | Bowler Williams Game, Model 1918, Serial # 2232                 |
| 1   | Cigarette Machine National, Serial # 87125                      |
| 1   | Music Box Rock-Ola, Model 400, Serial # 015345                  |
| 1   | Pac Man Video, Serial # 39249--PMMS-UR                          |
| 1   | Cigarette Machine National, Serial # 88012                      |
| 1   | Music Box AMIA 200 Selection Stereo, Model R-91, Serial # 16829 |
| 1   | Music Box Rock-Ola, Model 468, Serial 680027                    |
| 1   | Cigarette Machine National, Serial # 87119                      |
| 1   | Pac Man Video, Serial # 596-8658-1 PMMS-UR                      |
| 1   | Cigarette Machine National, Serial # 47511-2                    |
| 1   | Music Box Rock-Ola, Model 468-1, Serial # 682005                |
| 1   | Music Box Rock-Ola, Model 404, Serial # 642579                  |

RECORD FEE 12.00  
POSTAGE .50  
#308160 0777 R03 T13428  
03/10/89  
CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR(S):  
Rodney Jones  
T/A Rodney Jones Vending Company  
(Company Name)

BY: [Signature]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]  
(Authorized Signature)  
John M. Crook  
Senior Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

*Handwritten initials*

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)

Roy Winford Stegall  
317 Raussell Place  
Severna Park, Md 21146

2 Secured Party(ies) and Address(es)

WHITEGMC Trucks of Baltimore, Inc  
7014 E. Baltimore St  
Baltimore, Md 21224

3 Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
RECORD FEE **GK** 11.00  
POSTAGE .50  
#308170 0777 R03 113:29  
03/10/89

4 This financing statement covers the following types (or items) of property:

One New Dempster Route King II Rear Loader s/n KT4984  
attached to 1988 White Model WX42 Truck s/n LWXDAHAC3JN12860

Assignee(s) of Secured Party and Address(es)

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
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: ~~XXXXXXXXXX~~ ANNE ARUNDEL COUNTY

134947

Roy Winford Stegall

WHITEGMC Trucks of Baltimore, Inc

By: Roy W Stegall  
Signature(s) of Debtor(s) title

By: [Signature]  
Signature(s) of Secured Party(ies) Contr

Filing Officer Copy — Alphabetical

11-56

STATE OF MARYLAND

276603

FINANCING STATEMENT FORM UCC-1

Identifying File No. 01056

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Anne Arundel Excavating Inc.
Address 111 Benfield Rd. Severna Park, MD 21146

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 13.00
POSTAGE .50

#308220 0777 R03 113:37
03/10/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Equipment Cost \$18,221.85 Ann Arundel County
Tax \$ 127.55

"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."

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)

(SEE ATTACHED)

(Signature of Debtor)

ANN ARUNDEL EXCAVATING 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.
Type or Print Above Signature on Above Line

Handwritten signature/initials



**FIRST INTERSTATE CREDIT ALLIANCE, INC. (the "LESSOR")**

Affiliate of First Interstate Bancorp

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021

Telephone: (212) 421-3600

LEASE NO. 1414

100 Dutch Hill Rd., Ste. 124, Orangeburg, NY 10962 (914) 365-1095

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

ANNE ARUNDEL EXCAVATING INC.  
111 BENFIELD RD  
SEVERNA PARK, MD. 21146

PILZ AND ASSOC INC.  
3201 DUNNINGTON RD  
BELTSVILLE, MD. 20705

NAME AND TITLE OF PERSON TO CONTACT:

| QUANTITY         | DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION. |
|------------------|-----------------------------------------------------------|
| EQUIPMENT LEASED | 1 PIONEER STONE CRUSHER #1136F 10365860                   |

LOCATION OF EQUIPMENT: STREET ADDRESS (IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

CITY: COUNTY: STATE:

| FOR INITIAL TERM OF THIS LEASE  |                      |                                |                                       |                              | AFTER INITIAL TERM                               |
|---------------------------------|----------------------|--------------------------------|---------------------------------------|------------------------------|--------------------------------------------------|
| AMOUNT OF EACH RENT PAYMENT     | NO. OF RENT PAYMENTS | TOTAL RENT                     | INITIAL TERM OF LEASE (NO. OF MONTHS) | ADVANCE RENT                 | RENEWAL RENT                                     |
| \$ 662.00                       | 35                   | \$                             | 36                                    | \$ 662.00                    | \$                                               |
| (PLUS SALES TAX, IF APPLICABLE) |                      | (PLUS SALES TAX IF APPLICABLE) | MONTHS                                | (EXCLUSIVE OF ANY SALES TAX) | 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: Orangeburg DATE EXECUTED BY LESSEE: 1/30/89  
DATE: Jan 9, 1989 LESSOR: ANNE ARUNDEL EXCAVATING INC. LESSEE: Jim A. Gode FULL LEGAL NAME

BY: Barbara Bugg VICE PRESIDENT BY: Jim A. Gode AUTHORIZED SIGNATURE TITLE Pres.  
BY: Ree Anne M. Edwards AUTHORIZED SIGNATURE TITLE



FIRST INTERSTATE CREDIT ALLIANCE, INC.

LEASE COPY

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 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 place 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 (i) 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 hereto 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.**

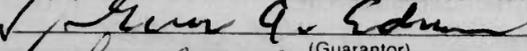
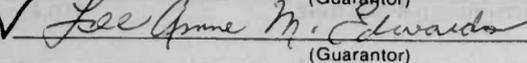
18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to 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 Sturtz 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 an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

 (L.S.) \_\_\_\_\_ (L.S.)  
(Guarantor) (Guarantor)  
 (L.S.) \_\_\_\_\_ (L.S.)  
(Guarantor) (Guarantor)

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated 2/2/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CARTERET SAVINGS BANK, F.A.

Address 566-B GOVERNOR RITCHIE HWY., SEVERNA, MD 21146

2. SECURED PARTY

Name LEASING DYNAMICS, INC.

Address 1375 EAST NINTH STREET, CLEVELAND, OH 44114

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11/1/93

4. This financing statement covers the following types (or items) of property: (list)

LEASE NO. 383-87, SCHEDULE NO. 12-88  
SEE ATTACHED LIST

Name and address of Assignee  
THE CIT GROUP/EQUIPMENT FINANCING, INC.  
600 PENTON PLAZA  
CLEVELAND, OH 44114

RECORD FEE 29.00  
POSTAGE .50

CK #308230 C777 R03 T13:38

FILED WITH ANN ARUNDEL COUNTY, MD

NOT SUBJECT TO RECORDATION TAX - EQUIPMENT DOES NOT CREATE A SECURITY INTEREST  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

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)

(Jeanne Chuhilo, SVP)  
*Jeanne Chuhilo*  
(Signature of Debtor)

CARTERET SAVINGS BANK, F.A.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Frank Skedel, V.P./Treasurer)  
*Frank Skedel*  
(Signature of Secured Party)

LEASING DYNAMICS, INC.

Type or Print Above Signature on Above Line

29 50

3541

Annexed to and made a part of a Financing Statement between Carteret Savings Bank, F.A., Lessee, and Leasing Dynamics, Inc., Lessor

538 PAGE 567

CARTERET SAVINGS BANK, F.A.  
SCHEDULE 12-88  
ANN ARUNDEL COUNTY, MD

| <u>BRANCH</u> | <u>LOCATION</u>                                  |
|---------------|--------------------------------------------------|
| 11858         | 566-B Governor Ritchie Hwy.<br>Severna, MD 21146 |

Lessor is the owner and lessee has possession and use of property described in the attached schedule to a lease agreement dated 5/28/89. Lessor and Lessee intend said lease to be a "true lease" and not a "Secured Transaction". Inclusion of proceeds in this financing statement does not authorize lessee to sell or otherwise dispose of the property described in the attached schedule

3541

ARTERET  
LEASE NO. 383-87  
SCHEDULE 12-88

538 PAGE 568

| MODEL      | S/N      | BRANCH<br>NUMBER | STATE |
|------------|----------|------------------|-------|
| N5015-0102 | 17388581 | 10026M           | MD    |
| N5015-0102 | 17398532 | 10026M           | MD    |
| N5015-0102 | 17392356 | 10026M           | MD    |
| N5015-0102 | 17392625 | 10026M           | MD    |
| N5015-0102 | 17392384 | 10026M           | MD    |
| N5015-0102 | 17388449 | 10026M           | MD    |
| N5015-0102 | 17398419 | 10026M           | MD    |
| N5016-0101 | 17395164 | 10026M           | MD    |
| N5016-0101 | 17395374 | 10026M           | MD    |
| N5016-0101 | 17395162 | 10026M           | MD    |
| N5016-0101 | 16085450 | 10026M           | MD    |
| N5021-1103 | 19007959 | 10026M           | MD    |
| N5021-1103 | 19006361 | 10026M           | MD    |
| N5021-1103 | 19007138 | 10026M           | MD    |
| N5021-1103 | 19007957 | 10026M           | MD    |
| N5021-1103 | 19007134 | 10026M           | MD    |
| N5021-1103 | 19007144 | 10026M           | MD    |
| N5032-0101 | 17381888 | 10026M           | MD    |
| N5032-0101 | 17382186 | 10026M           | MD    |
| N5032-0101 | 17382350 | 10026M           | MD    |
| N5032-0101 | 17382202 | 10026M           | MD    |
| N5068-0104 | 18991333 | 10026M           | MD    |
| N5068-0104 | 18991324 | 10026M           | MD    |
| N5068-0104 | 18991322 | 10026M           | MD    |
| N5068-0104 | 18991323 | 10026M           | MD    |
| N5068-0401 | 17570609 | 10026M           | MD    |
| N5068-0401 | 17571320 | 10026M           | MD    |
| N5068-0401 | 17570605 | 10026M           | MD    |
| N5068-0401 | 17570603 | 10026M           | MD    |
| N5095-1003 | 19305738 | 10026M           | MD    |
| N5095-1003 | 19305740 | 10026M           | MD    |
| N5095-1003 | 19305742 | 10026M           | MD    |
| N5095-1003 | 18941352 | 10026M           | MD    |
| N5095-1003 | 19305741 | 10026M           | MD    |
| N5095-1003 | 19305737 | 10026M           | MD    |
| N5095-1003 | 18941353 | 10026M           | MD    |
| N5095-1003 | 19305736 | 10026M           | MD    |
| N5095-1003 | 19305743 | 10026M           | MD    |
| N5015-0102 | 17388410 | 10810C           | MD    |
| N5016-0101 | 16085380 | 10810C           | MD    |
| N5032-0101 | 17382019 | 10810C           | MD    |
| N5068-0104 | 17561117 | 10810C           | MD    |
| N5068-F003 |          | 10026            | MD    |
| N5032-0101 | 17382410 | 11401            | MD    |
| N5032-0101 | 17382525 | 11401            | MD    |
| N5032-0101 | 17382130 | 11401            | MD    |
| N5015-0102 | 17388135 | 11761            | VA    |

CARTERET  
LEASE NO. 383-87  
SCHEDULE 12-88

| MODEL      | S/N      | BRANCH<br>NUMBER | STATE |
|------------|----------|------------------|-------|
| N5015-0102 | 17398430 | 11761            | VA    |
| N5021-1103 | 17572798 | 11761            | VA    |
| N5021-1103 | 17572794 | 11761            | VA    |
| N5023-0109 | 17570269 | 11761            | VA    |
| N5032-0101 | 17382610 | 11761            | MD    |
| N5068-0104 | 17561113 | 11761            | VA    |
| N5068-0401 | 17569951 | 11761            | VA    |
| N5068-0401 | 17569947 | 11761            | VA    |
| N5068-F060 |          | 11761            | VA    |
| N5068-F061 |          | 11761            | VA    |
| N5068-F070 |          | 11761            | VA    |
| N3299-K910 |          | 11851            | MD    |
| N5015-0102 | 17388129 | 11851            | MD    |
| N5015-0102 | 17388262 | 11851            | MD    |
| N5015-0102 | 17388215 | 11851            | MD    |
| N5015-0102 | 17388222 | 11851            | MD    |
| N5015-0102 | 17388231 | 11851            | MD    |
| N5015-0102 | 17391472 | 11851            | MD    |
| N5015-0102 | 17391601 | 11851            | MD    |
| N5015-0102 | 17391562 | 11851            | VA    |
| N5016-0101 | 16085332 | 11851            | MD    |
| N5016-0101 | 16085076 | 11851            | MD    |
| N5016-0101 | 16085075 | 11851            | MD    |
| N5016-0101 | 16085073 | 11851            | MD    |
| N5016-0101 | 16085405 | 11851            | MD    |
| N5016-0101 | 16085074 | 11851            | MD    |
| N5016-0101 | 16085078 | 11851            | MD    |
| N5016-0101 | 16085151 | 11851            | MD    |
| N5021-0803 | 17568915 | 11851            | VA    |
| N5021-0803 | 17568905 | 11851            | MD    |
| N5021-1103 | 18991554 | 11851            | MD    |
| N5021-1103 | 17572796 | 11851            | MD    |
| N5021-1103 | 17572797 | 11851            | MD    |
| N5021-1103 | 18991555 | 11851            | MD    |
| N5021-1103 | 17572799 | 11851            | MD    |
| N5021-1103 | 17572800 | 11851            | MD    |
| N5021-1103 | 19005513 | 11851            | MD    |
| N5021-1103 | 19005511 | 11851            | MD    |
| N5021-1103 | 19005514 | 11851            | MD    |
| N5021-1103 | 19005515 | 11851            | MD    |
| N5021-1103 | 19005512 | 11851            | MD    |
| N5021-1103 | 19005510 | 11851            | MD    |
| N5023-0109 | 17564924 | 11851            | VA    |
| N5023-0109 | 17570270 | 11851            | MD    |
| N5023-0109 | 17570262 | 11851            | MD    |
| N5023-0109 | 17570263 | 11851            | MD    |
| N5023-0109 | 17570264 | 11851            | MD    |





CARTERET  
LEASE NO. 383-87  
SCHEDULE 12-88

BOOK 538 PAGE 572

| MODEL      | S/N      | BRANCH<br>NUMBER | STATE |
|------------|----------|------------------|-------|
| N5023-0109 | 17570266 | 11858            | MD    |
| N5068-0104 | 17561115 | 11858            | MD    |
| N5068-K042 |          | 11858            | MD    |

THE ABOVE EQUIPMENT IS DESCRIBED AS NCR AUTOMATIC TELLER  
MACHINES AND THE LOCATION OF EACH PIECE OF EQUIPMENT IS  
IDENTIFIED WITH EACH BRANCH NUMBER AND LOCATION ON THE  
FIRST PAGE OF THIS EXHIBIT A

Equipment is part of inventory for C & M Associates  
there for not subject to recordation Tax.

538 573

276605

Debtor or Assignor Form

FINANCING STATEMENT  
Anna Arundel County DISCLOSING ASSIGNMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Cyriac & Mundra M.D., PA

14 Wellham Avenue  
Glen Burnie, Md 21061

RECORD FEE 11.00  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

SECURED PARTY

CK

C & M Associates

—Address: 14 Wellham Avenue  
Glen Burnie, Md 21061

Attach separate  
list if necessary

1. The name and address of the Assignee of the Secured Party's Security Interest is: First National Bank of Maryland  
P.O. Box 1569 Banc 101-560  
Baltimore, Maryland 21203
2. This Financing Statement covers the following types of property (the collateral):  
POSTAGE (ems) of .50  
#308330 C777 R03 T13+48  
03/10/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT
3. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
4.  Proceeds  
 Products of the collateral are also specifically covered.
5. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor

Secured Party (or Assignee)

Cyriac & Mundra M.D., PA

C & M Associates

X Chackumal V. Cyriac  
CHACKUMAL V. CYRIAC, V.P.

BY X Chackumal V. Cyriac  
CHACKUMAL V. CYRIAC, MD  
PARTNER

X Surya P. Mundra  
SURYA P. MUNDBA, President

BY Surya P. Mundra  
SURYA P. MUNDBA, MD,  
PARTNER

FNH 0872

Type or print names under signatures

11.50

"Notwithstanding the terms hereof, "Inventory" is defined as the property, held for sale or lease, and the proceeds thereof, which is described below and in any separate schedule at any time delivered to Bank, including all improvements and accessions thereto and all spare parts, tools, accessories and attachments now owned or hereafter acquired in connection therewith, and any maintenance agreements applicable thereto."

- 1 Eaton G-7000 Stress
- 1 Test System (Demo)
- 1 Monitor SN#7017
- 1 Treadmill SN#1081
- 1 12 Month Warranty

"Borrower will keep and maintain the Collateral in good order and repair and in working condition."

"Without the prior written consent of Bank, Borrower will not sell or otherwise dispose of any of the Collateral without paying to the Bank, in reduction of Borrower's loan balance, an amount equal to the greater of the book value, appraised value or sales price of the Collateral sold or disposed of."

Equipment is part of inventory for C & M Associates there for not subject to recordation Tax.

538 575

276606

Debtor or Assignor Form

FINANCING STATEMENT  
DISCLOSING ASSIGNMENT  
Anna Arundel County

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Cyriac & Mundra M.D., PA

14 Wellham Avenue  
Glen Burnie, Md 21061

RECORD FEE 11.00  
POSTAGE **CK** .50  
#308340 0777 R03 113:48  
03/10/89

SECURED PARTY

C & M Associates —Address: 14 Wellham Avenue  
Glen Burnie, Md 21061  
H. ERLE SCHAFER  
CLERK OF DISTRICT COURT

Attach separate list if necessary

1. The name and address of the Assignee of the Secured Party's Security Interest is: First National Bank of Maryland  
P.O. Box 1569 Banc 101-560  
Baltimore, Maryland 21203
2. This Financing Statement covers the following types (or items) of property (the collateral):
3. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
4.  Proceeds  Products of the collateral are also specifically covered.
5. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor

Secured Party (or Assignee)

Cyriac & Mundra M.D., PA

C & M Associates

X Chackumkal V. Cyriac  
CHACKUMKAL V. CYRIAC, V.P.

BY X Chackumkal V. Cyriac  
CHACKUMKAL V. CYRIAC, MD, PARTNER

X Surya P. Mundra  
SURYA P. MUNDRU, PRESIDENT

BY Surya P. Mundra  
SURYA P. MUNDRU, M.D, PARTNER

FNM 0A72

Type or print names under signatures

1150

1 XL Series 3 card Vasc (V4.2) Enhanced Serial#C3317 D3142  
1 EXT Vascular Keyboard Assy Serial# K3317  
1 Assy Probe 2.0 MHZ Cw/Pw Doppler Angles Stand alone  
1 Probe Ship Kit 3.0/19/95 3.0/19/95 Serial # P60239  
1 Probe Ship Kit 3.5/13/65 3.5/13/65 Serial # P11243  
1 Probe Ship Kit 7.5/6/25 7.5/6/25 Serial# P40593  
1 VCR AG2400, Battery Pack Serial#A8TA00985  
1 Video Printer UP-811 Serial #13853  
1 Remote Switch RM-81 Video Printer

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 ARINC RESEARCH CORPORATION  
Address 2551 RIVA ROAD, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name GREAT LAKES FINANCIAL SERVICES OF AMERICA, INC.  
Address 2006 HOGBACK ROAD, SUITE #7, ANN ARBOR, MI 48105

Person And Address To Whom Statement Is To Be Returned 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

Name and address of Assignee  
First American Bank of Will County  
1812 West Jefferson Street  
Joliet, Illinois 60435

"This transaction is a lease on equipment complete with all present and future attachments, accessories, replacements, equipment, additions, all proceeds thereof, and is not intended by the parties as a security transaction. Filing is only intended to make the lease a matter of public record."

Lease #2423

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
RECORD FEE 13.00  
GK POSTAGE .50  
#308410 0777 R03 T13:54  
03/10/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

(Signature of Debtor)  
ARINC RESEARCH CORPORATION  
ROBERT A. SHAW, ATTORNEY IN FACT  
Type or Print Above Name on Above Line

*[Handwritten Signature]*  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

*[Handwritten Signature]*  
(Signature of Secured Party)  
GREAT LAKES FINANCIAL SERVICES OF AMERICA, INC.  
ROBERT A. SHAW, PRESIDENT  
Type or Print Above Signature on Above Line

GROUP #1  
-----

```
*****
DESCRIPTION          QUANTITY      PRICE          EXTENSION
*****
```

|                        |   |  |  |
|------------------------|---|--|--|
| COMPAQ DESKPRO 386S    | 3 |  |  |
| COMPAQ VGA MONITOR     | 3 |  |  |
| COMPAQ 1.44 DRIVE      | 3 |  |  |
| COMPAQ 1MEG BOARD      | 3 |  |  |
| H/P LASERJET II        | 2 |  |  |
| H/P 1MEG UPGRADE       | 2 |  |  |
| 1 H/P 7475 PLOTTER     | 1 |  |  |
| EPSON FX-1050 PRINTER  | 1 |  |  |
| MICROSOFT SERIAL MOUSE | 2 |  |  |
| INTEL 80387-16 CO/PRO  | 3 |  |  |
| HAYES 2400B INT. MODEM | 2 |  |  |

TOTAL FOR GROUP #1 FOR ARINC IS -----\$

GROUP #2  
-----

```
*****
DESCRIPTION          QUANTITY      PRICE          EXTENSION
*****
```

|                        |   |  |  |
|------------------------|---|--|--|
| COMPAQ DESKPRO 386S    | 1 |  |  |
| COMPAQ VGA MONITOR     | 1 |  |  |
| COMPAQ 1.44 DRIVE      | 1 |  |  |
| COMPAQ 1MEG UPGRADE    | 1 |  |  |
| COMPAQ 1MEG BOARD      | 1 |  |  |
| H/P LASERJET II        | 1 |  |  |
| EPSON FX-1050 PRINTER  | 1 |  |  |
| INTEL 80387-16 CO/PRO  | 1 |  |  |
| HAYES 2400B INT. MODEM | 1 |  |  |

TOTAL FOR GROUP #2 FOR ARINC IS -----\$

GROUP #3  
-----

```

*****
DESCRIPTION          QUANTITY      PRICE          EXTENSION
*****
COMPAQ DP 386/25/60    1
COMPAQ VGA MONITOR    1
COMPAQ 1.44 DRIVE (3.5) 1
COMPAQ 1MEG UPGRADE   2
H/P LASERJET II       1
INTEL 80387-25 CO/PRO 1
HAYES 2400B INT. MODEM 1

```

TOTAL FOR GROUP #3 FOR ARINC IS -----\$

GROUP #4  
-----

```

*****
DESCRIPTION          QUANTITY      PRICE          EXTENSION
*****
NEC MULTISPEED/20MEG  1
NEEDED CABLES         2
CARRYING CASE         1

```

TOTAL FOR GROUP #4 FOR ARINC IS -----\$

TOTAL FOR ALL GROUPS  
 WILL BE

276608

FINANCING STATEMENT

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 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George M. King, Inc.

Address 1790 Severn Chapel Road Millersville, MD 21108

2. SECURED PARTY/Seller

Name The Milton James Company

Address 8411 Pulaski Highway Baltimore, MD 21237

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED 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 |
|----------------------|---------------|-----------------------|--------------|-------|------|
| John Deere           | Crawler Dozer | T06414T185100         |              |       | 1988 |
|                      |               | T-750BH748458         |              | 750B  |      |

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are to be grown on: (describe real estate)

RECORD FEE 11.00  
#308930 C777 R03 114:47  
03/10/89

GK

H. ERLE SCHAFER  
CLERK OF DISTRICT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

George M. King, Inc.

The Milton James Company

Robert F. Watson  
(Signature of Debtor) *PRESIDENT*

Brian N. Bankard  
(Signature of Secured Party)

ROBERT F. WATSON  
Type or Print Above Signature on Above Line

Brian N. Bankard, President  
Type or Print Above Name on Above Line

11.50

276609

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)  
The Driggs Corporation  
8700 Ashwood Drive  
Capitol Heights, MD 20743

2. Secured Party(ies) and address(es)  
General Electric Capital Corporation  
600 W. Germantown Pike  
Plymouth Meeting, PA 19462

RECORD FEE 17.00  
POSTAGE .50  
#308970 0777 R03 T14:50  
03/10/89

4. This financing statement covers the following types (or items) of property:  
This equipment is located in the County of Anne Arundel, MD  
One (1) Badger Hydro-Scopic Excavator Mdl. 666, S/N 204117  
with all attachments, accessories and additions now or hereafter attached thereto and made a part thereof.  
Debtor is not authorized to sell equipment.

5. Assignee(s) of Secured Party and Address(es)  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

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: 3

Filed with:  
Anne Arundel County, MD  
(MOBILE1STQTR'89-316759)

By: \_\_\_\_\_  
Signature(s) of Debtor(s)

General Electric Capital Corporation  
By: Francis Scabell  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

1730 STANDARD FORM - FORM UCC-1.

1700

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Driggs Corporation

Address 8700 Ashwood Dr., Capitol Heights, MD 20743

2. SECURED PARTY

Name General Electric Credit Corporation

Address P. O. Box 1038, Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Various new pieces of construction equipment more fully described in Schedule A attached hereto and made a part hereof.

'Inventory (including replacements, exchanges, substitutions and accessions) consisting of various new construction equipment as described herein (the "Equipment") plus all attachments, accessories and additions now or hereafter attached thereto together with all proceeds of said inventory, cash or non-cash, whether from sale or lease, authorized or not, and in the ordinary course of Debtor's business or not, returns and repossessions, proceeds of proceeds, insurance policies, any proceeds of insurance policies, and chattel paper consisting of all leases and rental contracts of the Equipment and all rentals, products and proceeds therefrom, including but not limited to the lease dated Feb 19, 1986, between Debtor as lessor and John Driggs Company, Inc. as lessee

CONTINUED ON ANNEX I ATTACHED HERETO & MADE A PART HEREOF.)  
CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The Driggs Corporation

By: R. Burnett Treas.  
(Signature of Debtor)

R. Burnett Treas  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORDED ON FEB 27, 1986 AT 09 37 AM  
IN THE FINANCING RECORDS OF THE MD. ST  
DEPARTMENT OF ASSESSMENTS AND TAXATION  
ID # 60587825 RECEIPT # 165B2000023  
SEE BOTTOM OF PAGE FOR LIBER & FOLIO  
RECORDING FEE 17.00  
RECORDATION TAX

\* THIS SERVES AS YOUR RECEIPT \*

General Electric Credit Corporation

Kristin Lorusio  
(Signature of Secured Party)

KRISTIN LORUSIO M.S.S.  
Type or Print Above Signature on Above Line

#316759

Annex I

Debtor: The Driggs Corporation

DEBTOR: General Electric Credit Corporation

covering the Equipment.

Irrespective of any language or implication to the contrary herein, in the security agreement or its related documents, Secured Party and Debtor agree that Debtor is only authorized to lease the Equipment when and as set forth in the security agreement, and has no authority or right to sell the Equipment."

#316759

## GENERAL ELECTRIC CREDIT CORPORATION

## SCHEDULE 'A'

Page 1 of 2

This schedule is to be attached to and become a part of Chattel Mortgage dated Feb 19 1986, between the undersigned.

| QUANTITY | DESCRIPTION OF EQUIPMENT                                                                                                                                                                                                                                       | YEAR & MODEL | Serial No.         |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------|
| One (1)  | New, Badger Hydro-Scopic truck mounted 6x4, GM Diesel 13 speed fuller road ranger, traction, tread rear tires, running blades, air ride seats.                                                                                                                 | 460          | 201027             |
| Two (2)  | New Badger Hydro-Scopic Excavator 6x4 carrier, GM 8.2L lower, 3L53T upper diesel engine, all traction 9:00 x 20 rear tires, Lexan windows, Bostrom T-Bar seat, electric back-up alarm, 60" ditching bucket, special paint centari "Spitfire Red"               | 666          | 204117<br>204118   |
| Two (2)  | New Badger Hydroscopic Excavator 6x4 carrier, GM 8.2L lower, 3.53N upper diesel engine, all traction 9:00 x 20 rear tires, Lexan windows, Bostrom T-Bar seat, electric back-up alarm, 60" ditching bucket, 36" excavating bucket, Centari "spitfire Red" paint | 460          | 204115<br>204116   |
| One (1)  | New Dynapac Soil Roller                                                                                                                                                                                                                                        | CA15STD      | 1857               |
| One (1)  | New Dynapac Soil Roller                                                                                                                                                                                                                                        | CA 15        | 1564S17            |
| Two (2)  | New Dynapac Soil Roller                                                                                                                                                                                                                                        | CA 25 D      | 3142S17<br>3139S17 |
| Two (2)  | New Fiat Allis Power Angle Tilt Dozer                                                                                                                                                                                                                          | FD 5         | 200838<br>200881   |
| One (1)  | New Dynapac Soil Roller                                                                                                                                                                                                                                        | CA 15 D      | 1862               |

With all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof.

This schedule is hereby verified correct and undersigned Mortgagor acknowledges receipt of copy.

MORTGAGEE

MORTGAGOR

GENERAL ELECTRIC CREDIT CORPORATION (L.S.)

THE DRIGGS CORPORATION (L.S.)

By: [Signature] (L.S.)By: [Signature] (L.S.)

CI-306

#316759

0128F



276611

538 585

Financing Statement

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ 1,000.00
- To Be Recorded in Land Records of \_\_\_\_\_

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

| NAME                                                                              | Street | City | State |
|-----------------------------------------------------------------------------------|--------|------|-------|
| 1. Debtor(s)                                                                      |        |      |       |
| Baltimore Chris-Craft Sales, Inc. 5816 North Ritchie Highway Baltimore, Md. 21225 |        |      |       |
| 2nd. Location: Ritchie Mini Storage 20 Ertle Road Unit C-16                       |        |      |       |
| Glen Burnie, Maryland 21061                                                       |        |      |       |

2. Secured Party: SOVRAN BANK/MARYLAND  
6610 Rockledge Drive, Bethesda, MD 20817  
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other parties or documents relating to the recording, billing or analyzing of any of the above.

Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND

By: Michael T. Cavey

Type Name Michael T. Cavey

Title Assistant Vice President

Debtor(s) or Assignor(s)

Baltimore Chris-Craft Sales, Inc.

By: Richard C. Boulay  
Richard C. Boulay, President

\_\_\_\_\_  
Type or Print Name and Title of Each Signature

RECORD FEE 11.00  
RECORD TAX 7.00  
POSTAGE BK .50  
#308980 C777 R03 714:51  
03/10/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

11.00  
7.00  
.50  
-----  
18.50

276612

BOOK 538 PAGE 586

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)<br>Electrical General Corp.<br>P.O. Box "A"<br>Laurel, Maryland 20707                                                                                                                                                                                                                                                                                                        | 2. Secured Party(ies) and address(es)<br>Dominion Bank of Md., N.A.<br>P.O. Box 300<br>Millersville, Md. 21108 | 3. Maturity date (if any):<br>For Filing Officer (Date, Time, Number, and Filing Office)<br><br>RECORD FEE 11.00<br>#309020 0777 R03 T14:54<br>03/10/89<br>CK H. ERLE SCHAFER<br>AA CO. CIRCUIT COURT |
| 4. This financing statement covers the following types (or items) of property:<br>1 Konica 4290 w/RADF #374202573<br>1 946-499 20 Bin Sorter #7612313<br>1 946-496 Auto Duplexing Unit #<br>1 946-498 Large capacity tray #6510512<br>1 946-497 Copier Stand<br>1 Konica Large Cassette Kit<br>1 Add-On to the 3000 PT-4222 400 CPS Matrix Dual Interface                                                                   |                                                                                                                | 5. Assignee(s) of Secured Party and Address(es)                                                                                                                                                       |
| This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)<br><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.<br><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected: |                                                                                                                |                                                                                                                                                                                                       |
| Check <input checked="" type="checkbox"/> if covered; <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:<br>Filed with:                                                                                                                                                                                |                                                                                                                |                                                                                                                                                                                                       |

Electrical General Corporation  
 By: James R. Brown Title: Pres.  
 Signature(s) of Debtor(s)

Dominion Bank of Maryland, N.A.  
 By: Jerry Duff  
 Jerry Duff Vice President / LSD

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

276613

538 587

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es)  
Robert McMillan  
5607 Telegraph Road  
Elkton, Maryland 21921

2. Secured Party(ies) Name(s) and Address(es)  
Ransome Lift a Division of  
Giles and Ransome, Inc.  
2975 Galloway Road  
Bensalem, Pa. 19020

3.  The Debtor is a transmitting utility

4. For Filing Officer: Date, Time, No. Filing Office  
RECORD FEE 11.00  
POSTAGE .50  
#309090 C177 R03 T14:57  
03/10/89

5. This Financing Statement covers the following types (or items) of property  
One (1) 1984 LULL Model 844 High Lift  
Serial Number JD01297LN  
\*\*SEE BELOW FOR EQUIPMENT LOCATION

6. Assignee(s) of Secured Party and Address(es):  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

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:  
EQUIPMENT IS LOCATED AT:  
Jobsite - Rt. 896 Glasgow, DE 19711

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).

No. & Street \_\_\_\_\_ Town or City \_\_\_\_\_ County \_\_\_\_\_ Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

By Robert McMillan Signature(s) of Debtor(s)  
By [Signature] Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked.)

(1) FILING OFFICER COPY - NUMERICAL  
(3/83) 115

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania



276614

BOOK 538 PAGE 588

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 125,000.00
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
  - Montgomery County
  - Prince George's County
  - Other Howard County
  - Anne Arundel County
- ADDRESS \_\_\_\_\_

| NAME         | Street                                | City                                 | State                      |
|--------------|---------------------------------------|--------------------------------------|----------------------------|
| 1. Debtor(s) |                                       |                                      |                            |
|              | <u>Pizza Hut of Maryland, Inc.</u>    | <u>1060 Route 3 Northbound Lane,</u> | <u>Gambrills, MD 21054</u> |
|              | <u>Pizza Hut Building, Suite 200,</u> | <u>9170 Route 108,</u>               | <u>Columbia, MD 21045</u>  |

2. Secured Party: SOVRAN BANK/MARYLAND  
 6610 Rockledge Drive, Bethesda, MD 20817  
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

RECORD FEE 11.00  
 RECORD TAX 875.00  
 POSTAGE .50  
 #309120 0777 R03 T15:00  
 03/10/89  
 H. LALL SCHAFER  
 H. L. CIRCUIT COURT

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND  
 By: [Signature]  
 Type Name Thomas V. Clagett  
 Title Senior Vice President

Debtor(s) or Assignor(s)  
PIZZA HUT OF MARYLAND, INC.  
 By: [Signature]  
Robert D. Schulze, President  
 By: [Signature]  
John G. Willias, Secretary/Treasurer

\_\_\_\_\_  
Type or Print Name and Title of Each Signature

115  
875  
-50

SCHEDULE A

Located at: Crofton Pizza Hut  
 1060 Route 3 Northbound Lane  
 Gambrills, MD 21054

FLOOR SAFE  
 DRAPES  
 TACC 2 SAFE  
 OVENS - 2  
 LIGHTS FOR DINING ROOM  
 CARPET  
 ICE MACHINE  
 SANDWICH UNIT  
 SHELVES FOR DUNNAGE RACKS  
 PANS, PEELS, SEPERATORS  
 CASH REGISTER  
 BOWL MIXER  
 DOUGH ROLLERS  
 PANS  
 CASTERS  
 BOOTHS  
 WORKTABLE-2  
 MIXER BOWL  
 FRENCH PLATE  
 HAND DRYERS  
 TABLE TOPS  
 MOBILE RACKS  
 DOUGH TABLE  
 MOBILE RACKS - SMALL  
 PIE CASES  
 PROOFER  
 DOUGH RETARDER  
 HOBART  
 HOBART-PARTS  
 HOTHOLD UNIT  
 TIME CLOCK  
 BOOTH ENDS  
 CHAIRS  
 BEER BOX  
 BUILDING LETTERS  
 TABLE BASES  
 FREIGHT

CASTERS-SINK  
 WORKTABLE-1  
 BOOTH TRIM  
 FLEX HOSE  
 ROLLER SHELVES  
 BOOTHS-U BOOTH  
 PANS-THIN  
 MAKETABLE-END PIECE  
 POST  
 CUT TAB LE -3ft  
 DRAPES INSTALLED  
 CHAIRS PAD  
 ICE MACHINE 2nd  
 OVENS INSTALLED  
 MOBILE RACKS  
 COOLER  
 3COMPARTMENT SINK

276615

This Financing Statement is presented to Filing Officer for filing pursuant to the UCC:

|                                                                                                                                                       |                                                                                                                     |                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1 Debtor(s) (Last Name First) and Address(es)</b><br>Warners Moving & Storage of Maryland, Inc.<br>7465 Candlewood Road<br>Hanover, Maryland 21076 | <b>2 Secured Party(ies) and Address(es)</b><br>Mayflower Transit, Inc.<br>9998 N. Michigan Road<br>Carmel, IN 46032 | <b>3 Maturity Date (if any):</b><br>For Filing Officer (Date, Time, Number, and Filing Officer)<br>RECORD FEE 11.00<br>POSTAGE <i>CK</i> .50<br>#309150 CTTT R03 115:03<br>03/10/89<br>H. ERLE SCHAFER<br>AA CO. CIRCUIT COURT |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**4** This financing statement covers the following types (or items) of property (also describe realty where collateral is crops or fixtures):

All of debtor's accounts receivables, whether now existing or hereinafter acquired, which are attributed to business booked with Mayflower pursuant to Mayflower's operating authority. NOT SUBJECT TO RECORDATION TAX

**Assignee of Secured Party**

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so):

- under a security agreement signed by debtor authorizing secured party to file this statement, or
- 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:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:  Secretary of State  Recorder of ~~XXXXXX~~ Anne Arundel County

By: \_\_\_\_\_  
Signature(s) of Debtor(s)

Mayflower Transit, Inc.  
By: *Larry W. Dodge*  
Signature(s) of Secured Party(ies)  
Larry W. Dodge, Treasurer

(1) Filing Officer Copy—Alphabetical

APPROVED BY  
STATE OF INDIANA-SECRETARY OF STATE

276616

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
James P. Bowen III d/b/a  
Bowen Carpets  
208 Maryland Avenue  
Pasadena, MD 21122

2. Secured Party(ies) and address(es)  
Cap-Co Leasing Co.  
1430 N. Meacham Rd.  
Schaumburg, IL 60173

3. Maturity date (if any):

For Filing Officer  
(Date, Time, Number, and Filing Office)  
RECORD FEE 12.00  
#309190 C777 R03 715:06  
03/10/89  
CK H. ERLE SCHAFFER  
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:  
1 Van Norman F163 Head Machine  
  
\*Not subject to recordation tax\*  
This is a conditional sales contract

5. Assignee(s) of Secured Party and Address(es)  
Capitol Leasing Company  
1430 N. Meacham Rd.  
Schaumburg, IL 60173

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:  
Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:  
James P. Bowen III d/b/a Bowen Carpets  
Cap-Co Leasing Co.  
By: *[Signature]*  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

276617

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)<br>LARRY R BOWERS SR<br>BERNICE C BOWERS<br>2 CORONET DRIVE<br>LINTHICUM, MD, 21090                                                                                                                                                                                        | 2. Secured Party(ies) and address(es)<br>ENVIRONMENTAL WATER CONTROL INC<br>511 C EASTERN BLVD<br>ESSEX, MD 21221 | 3. Maturity date (if any):<br>For Filing Officer (Date, Time, Number, and Filing Office)<br><br>RECORD FEE 12.00<br>#309200 0777 R03 T15:06<br>03/10/89<br>H. ERLE SCHAFER<br>AA CO. CIRCUIT COURT |
| 4. This financing statement covers the following types (or items) of property:<br>(SECURED PARTY IS SELLER) <input checked="" type="checkbox"/><br>INSTALLED ONE UNITED STANDARD WATER TREATMENT SYSTEM MODEL #0154<br>(CONDITIONAL SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT<br>2 CORONET DRIVE. LINTHICUM, MD, 21090 |                                                                                                                   | 5. Assignee(s) of Secured Party and Address(es)<br>SECURITY PACIFIC FIN SERV<br>901 DULANEY VALLEY RD<br>SUITE 126<br>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: A.A. COUNTY

*Bernice C Bowers*  
 BERNICE C BOWERS  
*Larry R Bowers Sr*  
 Signature(s) of Debtor(s)  
 LARRY R BOWERS SR

ENVIRONMENTAL WATER CONTROL INC.  
 By: *Joseph B Antonelli*  
 Signature(s) of Secured Party(ies)  
 JOSEPH B ANTONELLI

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

1150

276618

MARYLAND FINANCING STATEMENT 538 PAGE 593

(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 The Michaels Company  
 (Name or Names)  
8306 Patuxent Range Road Jessup, Maryland 20794  
 (Address) HSA 3272

LESSEE \_\_\_\_\_  
 (Name or Names) \_\_\_\_\_  
 (Address) \_\_\_\_\_

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Heritage Savings Association  
 Of LESSOR \_\_\_\_\_  
 (Name or Names)  
1505 York Road Lutherville, Md. 21093  
 (Address)

4. This financing Statement covers the following types (or items) of property:

- 1 - IBM Wheelwriter Typewriter
- 1 - Mita Model DC 2055 Copier w/ ADF, Sorter & Stand

RECORD FEE 11.00  
 POSTAGE .50  
 #309270 C777 R03 T15:10  
 03/10/89  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
 Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
The Michaels Company  
 By: Michael V. Gargan III (Title)  
 (Type or print name of person signing)  
 By: \_\_\_\_\_  
 (Title)  
 (Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
 By: Brian G. Connelly Manager  
 (Title)  
 (Type or print name of person signing)  
 Return to:  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

1150

50

276619

MARYLAND FINANCING STATEMENT

FORM 538 PAGE 594

(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 EDI Integration Corporation  
1302 Concourse Drive Suite 301 (Name or Names) Linthicum, Maryland 21090  
(Address)

LESSEE  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR  
(Name or Names)  
(Address)

4. This financing Statement covers the following types (or items) of property:

One - Panasonic FP1520 Copier  
One - Panasonic FP2500P Cabinet

RECORD FEE 11.00  
POSTAGE .50  
#309280 0777 R03 T15:10  
03/10/89  
CK  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE EDI Integration Corporation LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: x Shirley A. Carley, CEO/Pres. By: Brian A. Connelly, Mgr.  
Shirley A. Carley (Title) Brian A. Connelly (Title)  
(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)

1/50

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):

Mohamid Yahai  
Name or Names—Print or Type  
609 B West Annapolis Shopping Center Annapolis, MD 21401  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
Address—Street No., City - County State Zip Code

2. Secured Party:

Carey Sales & Service, Inc.  
Name or Names—Print or Type  
3141-47 Frederick Avenue Baltimore MD 21229  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Annets Fryer Model E22AA Serial #21702-84  
Delfield Model 4048-8#118106 Traulsen Refrigerator Model RHT2-32NUT Serial #118600  
Vulcan Model VEX3 #8221036 Kold Draft I.M. Model GB1WNK Serial #317642G Bin Serial #279724G  
Jordan Refrigerator Model AT-5-GB Serial #PR1762980H  
Beverage Air Model GFF24 Serial #8250273  
Lang Grill Model LG#C Serial #D40110

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 11.00  
POSTAGE .50  
#309300 0777 R03 115:12  
03/10/89

OK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

*Mohammad Yahai*  
(Signature of Debtor)

Mohamid Yahai  
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Carey Sales & Service, Inc.  
(Company, if applicable)

*Merry Jan Fundzak S/T*  
(Signature of Secured Party)

Merry Jan Fundzak, Sec/Treas  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Carey Sales & Service 3141-47 Frederick Ave Baltimore, MD 21229

11.00

Anne Arundel  
Max's Seal

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 FAWCETT BOAT SUPPLIES, INC.

Address 110 Compromise Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name NATIONAL SURETY LEASING, INC.

Address 6925-P Oakland Mills Road, Columbia, Maryland 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00  
RECORD FEE 1.00  
POSTAGE .50  
#309340 0777 R03 T15:13  
03/10/89

3. Maturity date of obligation (if any) April, 1993

4. This financing statement covers the following types (or items) of property: (list)

ONE - Panther II, 2064 M Telephone System, with (22) 20 Button Standard Telephones, ( 1 ) DSS/BLF, Unit ( 2 ) OPX Units and a Key Service Unit, Serial Number's # 881000034

H. ERLE SCHAFER  
Circuit Court

( EQUIPMENT LOCATION ) - 2017 Renard Court  
Annapolis, Maryland 21401

( CONDITIONAL SALES CONTRACT )

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

FAWCETT BOAT SUPPLIES, INC.

*Warren M. Black*  
\_\_\_\_\_  
(Signature of Debtor)

Warren M. Black, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

*Carole R. Hardesty*  
\_\_\_\_\_  
(Signature of Secured Party)

Carole R. Hardesty, President

Type or Print Above Signature on Above Line



FINANCIAL

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 262101 recorded in  
Liber 498, Folio 382 on ..... (Date).

1. DEBTOR(S): National Striping Co., Inc./NS PARCO  
Name(s) Stephen L. Sedle and Barbara T. Sedle, individually  
Address(es) 1250 Somerset Ave, Beltsville, Md. 20705  
374 Bywater Road, Annapolis, Md. 21401

2. SECURED PARTY:  
Name The Hanover Insurance Company  
Address 100 North Parkway, Worcester, MA 01605

RECORD FEE 10.00  
POSTAGE .50

Person and Address to whom Statement is to be returned if different from above. #508170 0345 201 711:56  
03/13/89

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one box.)

BL  
CLERK

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

- 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 6, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8.

9. SIGNATURES.

SECURED PARTY

The Hanover Insurance Company  
By Richard W. Allen III  
its attorney  
(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.

276622

538 PAGE 598

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):  
W.N.D. RENT A CAR, INC.  
1209 Baker Road, Suite 403  
Virginia Beach, VA 23455

James Reynolds, President

(2) Secured Party(ies) (Name(s) And Address(es):  
NISSAN MOTOR ACCEPTANCE CORPORATION  
990 W. 190th Street  
Torrance, CA 90502  
Attn: Rene Ramirez

(4) Assignee(s) of Secured Party, Address(es):

(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).

RECORD FEE 11.00  
POSTAGE .50  
#400360 C237 R02 T11:39  
03/13/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

For Filing Officer

GK

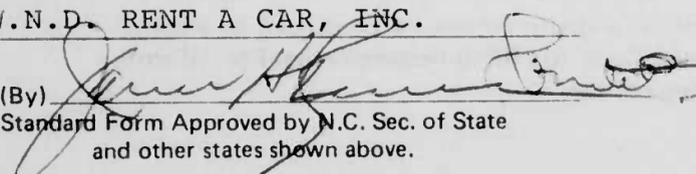
(5) This Financing Statement Covers the Following types [or items] of property.

See Exhibit A attached.

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

W.N.D. RENT A CAR, INC.

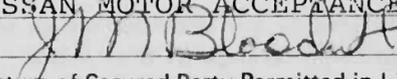
(By) 

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

Secured Party(ies) [or Assignees]

NISSAN MOTOR ACCEPTANCE CORPORATION

(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

All leases of motor vehicles and other property financed by Secured Party for Action-Ad of Tidewater, Inc., a Virginia corporation (the "Property"), entered into by W.N.D., all rentals due or to become due under any lease of any item of the Property, all other rentals, proceeds of sale, exchange or other disposition of any item of the Property (whether or not such sale, exchange or other disposition is authorized under the Lease Plan Financing and Security Agreement between Secured Party and Action-Ad of Tidewater, Inc.), any proceeds of the foregoing, and the proceeds of any insurance covering the Property or any part thereof.

Recordation Tax on Principal Amount of \$489,000.00 is payable on a Deed of Trust recorded simultaneously here- with among the Land Records of Anne Arundel County

TO BE

RECORDED IN CHATTEL RECORDS

SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 489,000.00

NOT TO BE

NOT SUBJECT TO

BOOK 538 PAGE 600  
276684

FINANCING STATEMENT

THE DEMPSEY COMPANY, INC.

Name or Names—Print or Type

1. Debtor(s):

Crofton, Maryland 21114  
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:

SOCIETY MORTGAGE CORPORATION

Name or Names—Print or Type

1290 Silas Deane Highway, Wethersfield, CT 06109  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Exhibit "B" attached hereto and made a part hereof.

4. If above described personal property is to be affixed to real property, describe real property.

See Exhibit "A" attached hereto and made a part hereof.

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): THE DEMPSEY COMPANY, INC.

Secured Party:

James F. Dempsey, President

Type or Print

(Company, if applicable)

(Signature of Debtor)

(Signature of Secured Party)

Type or Print

Type or Print (Include title if Company)

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
RECORD FEE 17.00  
POSTAGE .50  
#508320 0345 R01 T13:27  
CK 03/13/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: James G. Prince, Esq., Semmes, Bowen & Semmes, 250 W. Pratt St., Baltimore, MD 21201

Lucas Bros. Form F-1

AFTER RECORDING MAIL TO:  
Capitol Title Insurance Agency, Inc.  
2101 Defense Highway Suite 1  
Crofton, MD. 21114



EXHIBIT "A"

Lots numbered Seven (7), Ten (10) and Eleven (11) in the subdivision known as "Revised Plat 3, CROFTON ORCHARD", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, folio 29.

## EXHIBIT B.

All of Debtor's now owned or hereafter acquired tangible and intangible personal property located on the Property or used in the construction, maintenance or present or future operations of the Property or having any use in connection with Debtor's business or the Property, including without limitation (collectively "Collateral"):

(a) All fixtures, furnishings, furniture, machinery, tools, motor vehicles, insurance refunds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreation, window or structural cleaning rigs, maintenance, lawn care, exclusion of vermin or insects, removal of dust, refuse or garbage, feed bins, grain storage or processing equipment, and all other equipment of every kind including motor vehicles), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heater, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and baskets, screens, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures, and all office, maintenance and other supplies and all electric wiring, heating, plumbing, plumbing fixtures, heating fixtures and all other personal property now or hereafter used in the

construction, maintenance, or operations of, or having any use in connection with, the Property; and

(b) All present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, negotiable instruments of any sort, conditional sales contracts, bailment leases, security agreements and other forms of obligations, documents or title, instruments, policies and certificates of insurance, subsidies, entitlements, allotments, production bases and participation rights in and proceeds from governmental farm programs together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing; and

(c) All increases, substitutions, replacements and additions to any of the foregoing; and

(d) All present and future leases and contracts for the rental or sale of the Property, the improvements thereon, or any part thereof, and all deposits thereunder, and all present and future accounts, instruments (promissory notes and mortgages), and chattel paper received by Debtor and arising in connection with the sale or lease or other transfer of the Property or any part thereof; and

(e) All present and future contracts or undertakings between Debtor (or Debtor's agent) and any architect, engineer, contractor, developer or any third person rendering services or materials to Debtor in connection with the acquisition, site development or sale of the Property; and

(f) All goods, trade fixtures, inventory, swine, poultry, cattle, horses and other livestock, and all crops, seed and farm products of any kind; and

(g) All proceeds, including insurance proceeds, of the foregoing of every type, as all of the above are defined in the Maryland Uniform Commercial Code.

**END  
LIBER**

CRO-9