

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS**

H ERLE SCHAFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

5

4

3



FINANCING STATEMENT

File No. 277763

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

| | |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. DEBTOR(S) and Address(es):</p> <p>John Elbert Kinnamon Carolyn H. Kinnamon 702 White Swan Drive Arnold, MD 21012</p> | <p>2. a. SECURED PARTY and Address</p> <p>Sterling Savings Association 106 Old Court Road Suite 101 Baltimore, MD 21208</p> <hr/> <p>2. b. ASSIGNEE (if any) of Secured Party and Address</p> |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

1. J.D. 316 Lawn & Garden w/ 50" Mower Deck
2. Massey-Ferguson 65 Tracker
3. 6" Bushhog International
4. New idea Manure Spreader
5. 9" Post Hole Digger

4. Proceeds and products of collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$9,500.00

6. RETURN TO: SECURED PARTY

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
SEP 24 8 26 AM '86
LARRY SHIPLEY
CLERK

09-24-86 9:59 A
REC FEE 12.00
FINSTM F0007
TTL 12.00
CL-3 1A5586

DEBTOR:

SECURED PARTY:

John Elbert Kinnamon & Carolyn H. Kinnamon Sterling Savings Association
(Type Name) (Type Name)

By: [Signature]
By: Carolyn H. Kinnamon

By: [Signature]
Kathleen Gray
Assets Manager

(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.

RECORD FEE 12.00
POSTAGE **CK** .50

#602390 C055 R01 T12:48
06/28/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

12/20
1/20

CROSS INDEXED IN LAND RECORDS

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

Roll No. 431

Page No. 198

Identification No. 235324

Dated November 10, 1980

1. Debtor(s) { Mary Ann Link
Name or Names—Print or Type
7831 Brockbridge Road, Jessup, Maryland 20784 (A.A.Co.)
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"/> 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 12.00
POSTAGE .50
CK
BALTIMORE DISTRICT COURT
12/29/89
H. FRANK SCHNEIDER
BALTIMORE DISTRICT COURT

Dated: June 13, 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)

1200 33

Mail to

Mail to: Leslie A. Winter, Esq.
34 Market Place
Suite 325
Baltimore, Md. 21202

Anne Arundel Co.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

543 (B) 277701
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 Covington Machine & Welding, Inc.
Address 2015 Renard Ct. -- Annapolis, MD 21401

2. SECURED PARTY

Name L.B. Smith, Inc.
Address P.O. Box 8658 -- Baltimore, MD 21240

Person And Address To Whom Statement Is To Be Returned 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) P&H Omega 20, s/n 46606 with all present and future attachments, additions, repairs, products, and proceeds now owned or hereafter acquired. With title to be retained by L.B. Smith, Inc. This financial statement is intended to publicize the lease of above property, and does not create a security interest.

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)

Donald Covington Pres. 4/26/89
(Signature of Debtor)

Covington Machine & Welding, Inc.
Type or Print Above Name on Above Line

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

B.H. Dean
(Signature of Secured Party)
B.H. Dean
L.B. Smith, Inc. Business Manager
Type or Print Above Signature on Above Line

1130

277705

543 PAGE 04

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)
Arundel Lube Inc.
DBA Jiffy Lube
Ritehue Hwy
Pasadena, Md. 21122

2. Secured Party(ies) Name(s) and Address(es)
Castrol Inc.
1500 Valley Road
Wayne, NJ 07470
Att: Loan Dept.

3. 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:
"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."

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

"Not subjected to Recordation Tax. There is NO Security Interest created." See Attachment

8. Describe Real Estate Here:

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

9. Name of a Record Owner

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

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

Edward Bird - President
Arundel Lube Inc. DBA Jiffy Lube

Castrol Inc. - Kenneth Cohn

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

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

| Qty. | Make | Model | Serial Numbers | Description |
|------|---------|------------|----------------|---------------------------|
| 1 | Alemite | 9668-M0 | | 5:1 Ratio pump |
| 2 | " | SW-250 | | 250 gallon bench top tank |
| 1 | " | D2-30 | | Sight gauge |
| 2 | " | 8162-A4 | | Motor oil reel package |
| 2 | " | 321705 | | Set of end panels |
| 5 | " | BTIM-500BV | | 1/2" Low pressure valve |
| 1 | " | NPN | | Installation |
| | | | | |

277706

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 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): Gaug's Excavating & Demolition Serv 1478 A St Stephens Church RD Crownsville, MD 21032 M-35151-1 | (2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237 | RECEIVED FEE 12.00 POSTAGE .50 REGISTERED MAIL NO. 114154 06/28/89 GK H. ERLE SUMNER BALTIMORE CIRCUIT COURT For Filing Officer |
| (3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5). | (4) Assignee(s) of Secured Party, Address(es): | |

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

One (1) New Caterpillar Model #D3C Track Type Tractor S/N 5KG00435

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (6) Signatures: Debtor(s) Gaug's Excavating & Demolition Serv (By) <u>Paul A. Gaug - Owner</u> Standard Form Approved by N.C. Sec. of State and other states shown above. | Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <u>[Signature]</u> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(1) Filing Officer Copy - Numerical

1250

UCC-1

277767

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) Cross Enterprises T/A Jiffy Lube 1110 Rte. 3 North Crofton, Md. 21054 | 2. Secured Party(ies) Name(s) and Address(es) Castrol Inc. 1500 Valley Road Wayne, NJ 07470 Att: Loan Dept. |
| 4. For Filing Officer: Date, Time, No. Filing Office | |
| 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." SEE ATTACHED SCHEDULE <input checked="" type="checkbox"/> Products of the Collateral are also covered | |
| 6. Assignee(s) of Secured Party and Address(es) | |
| 7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate 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 |

| 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>Charles E. Cross - President</u> Cross Enterprises T/A Jiffy Lube | | | By <u>Kenneth Cohn</u> Castrol Inc. - Kenneth Cohn | | |
| Signature(s) of Debtor(s) | | | Signature(s) of Secured Party(ies) | | |
| (1) FILING OFFICER COPY - NUMERICAL STANDARD FORM - FORM UCC - 1 - Approved by Secretary of State of New York | | | | | |

| Qty. | Make | Model | Serial Numbers | Description |
|------|---------|----------|----------------|-----------------------------|
| 1 | Alemite | 9668 | | 5:1 Ratio pump |
| 1 | " | 317804-4 | | 4' Air connecting hose |
| 1 | " | 317813-4 | | 4' Material connecting hose |
| 1 | " | 17737 | | Union |
| 1 | " | 7608-B | | Air regulator |
| 1 | " | 328030 | | Quick Coupler |
| 1 | " | 328034 | | Quick connector |
| 1 | " | NPN-1 | | Accessories |
| 1 | " | NPN-2 | | Site gauge |
| 1 | " | NPN-275V | | 275 gallon vertical tank |
| 2 | " | 8162-A4 | | Motor oil reel package |
| 1 | " | NPN-3 | | Installation |

543 09

277753

FINANCING STATEMENT

Check below if goods are or are to become fixtures

TO BE RECORDED IN LAND RECORDS

This Financing Statement dated June 21, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) N/A

For Filing Officer Use
File No.
Date &
Hour

Name(s) of Debtor(s) or assignor(s) No. Street City State Zip
(Last Name First)
Tri Area Electrical Contractors, Inc. 6872 Ducketts Ln., Baltimore, MD
AND 503 Old Stage Court, Glen Burnie, MD

Name of Secured Party or assignee No. Street City State Zip
Dominion Bank of Maryland, National Association 7220 Wisconsin Ave., Bethesda, MD 20814

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

One Sharp SF-7750 Copier, Serial #96202091
One Sharp FO-300 Fax Machine, Serial #90103582

RECORD FEE 11.00
MISTAKE .50
RECEIVED OFFICE 11:41:52
06/29/89
CK FILE DEPARTMENT
IN CO. CLERK COURT

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

CHECK 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.) CHECK APPLICABLE BOX
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)
Tri Area Electrical Contractors, Inc.
BY: William Pringle
William Pringle, President
(Type or print name under signature)

Secured Party or assignee
Dominion Bank of Maryland, National Association (Seal)
(Corporate, Trade or Firm Name)
BY: Donald W. Mowbray
Signature of Secured Party or Assignee
Donald W. Mowbray, A.V.P.
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

175

RETURN TO: SECURED PARTY

FINANCING STATEMENT

File No

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

| | |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. DEBTOR(S) and Address(es)</p> <p>L. D. Burkindine Sheet Metal, Inc. 903 Sunnybrook Court Glen Burnie, Maryland 21061</p> | <p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Mary Stafford</u></p> <hr/> <p style="text-align: center;">Return to Secured Party</p> |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

[X] 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 Sheet Metal (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:

[X] 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.

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

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

[] E. Other.

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

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.) Principal amount of debt initially incurred is: \$ 40,000.00

RECORD FEE 11.00
RECORD TAX 280.00
POSTAGE .50
CK
R03 114:51
06/29/89
H. ERLE SCHAFER
CLERK

DEBTOR:

L. D. Burkindine Sheet Metal, Inc.
(Type Name)

By: Lawrence D. Burkindine
Lawrence D. Burkindine, President

By: Margaret J. Burkindine
Margaret J. Burkindine, Sec'y.

SECURED PARTY:

SIGNET BANK/MARYLAND

By: Owen A. McGlynn, Jr.

Owen A. McGlynn, Jr. - Vice President
(Type Name)

6-23-1989
(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.

11-280 50

RECEIVED
JUN 27 1989

277790

543 11

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) Wayne C. Jordan DBA Ramsey Music Company 161 West Street Annapolis, MD 21401 | 2. Secured Party(ies) and address(es) Weber Piano Co. (Division of Samsung America, Inc) 51 Hartz Way Secaucus, NJ 07094 | For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 NOTARIAL FEE .50 TOTAL FILING FEE 10.50 A. WOLF COMPANY 100 N. CALVERT STREET |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

All of the Debtor's Goods, including Inventory, sold or delivered to the Debtor by Secured Party, and all Accounts (including accounts receivable and contract rights), Documents and General Intangibles arising in connection with or relating to such Goods or Inventory, and all proceeds and products thereof.

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

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

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

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

Filed with:

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

Wayne C. Jordan DBA Ramsey Music Co.

By: Wayne C. Jordan
Signature(s) of Debtor(s)

By: Yoon Dae Bong
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



Financing Statement

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

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

Record: [] Land } Liber 525 Folio 326 File # 272406
[X] Financing Statement
Recorded at Anne Arundel Co Date of Financing Statement 4/13/88

Name Address
1. Debtor(s) (or assignor(s)) No. Street City State
Tropico Electric, Inc. 1500 Wyncote Circle Severn, Md

2. Secured Party
Sovran Bank/Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817

Check [X] The Lines Which Apply

- 3. [] A. Continuation. The original financing statement 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 shown above.
[] C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address are shown in Item F below, Secured Party's rights under the financing statement bearing the File Number shown above.
[] D. Partial Release. The Secured Party releases the property hereinafter described in Item F, from the collateral described in the Financing Statement bearing the File Number shown above.
[X] E. Amendment. The original Financing Statement referred to above is amended as set forth in Item F below. (Signature of debtor is required)
[X] F. Change Debtor's name of:
From: Tropico Electric, Inc. To: Pountnay, Inc.
[] G. I/we hereby certify under the penalties of perjury that additional taxable debt in the amount of \$ _____ has been incurred, and that recordation tax in the amount of \$ _____ was paid to _____ on or about _____.

RECORD FEE 10.00
POSTAGE .50
347160 STATE RD 3 714144
10/23/89
H H CO. CIRCUIT COURT

Debtor(s)

By: Thomas C Pountnay, President
(Date)

Secured Party:
Sovran Bank/Maryland

By: Antonio Doss
AVP
(Title)

White - Filing Officer's Copy - Canary - Debtor's Copy - Pink - Bank's Copy

1055

543 14

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) RITCHIE BIKE & MOPED, INC. 8360 Md. Rt. 3 North Millersville, MD 21108 | 2. Secured Party(ies) and address(es) SIMPLICITY MANUFACTURING, INC. 500 N. Spring Street Port Washington, WI 53074 | 3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORDED FEE 10.00 POSTAGE .50 RECORDING FEE 1.00 TOTAL 11.50 1/15/87 CK CIRCUIT COURT |
| 4. This statement refers to original Financing Statement bearing File No. <u>265619 Bk.507 Pg.160</u> Filed with <u>Clerk of Circuit Court</u> Date Filed <u>1/15 1987</u> | | |

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

10. Amend debtor's name & address

| | |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| FROM: RITCHIE BIKE & MOPED, INC. 8360 Md. Rt. 3 North Millersville, MD 21108 | TO: Ritchie Bike & Moped, Inc. d/b/a RITCHIE 1244 Ritchie Hwy. Arnold, MD 21012 |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|

No. of additional Sheets presented:

| | |
|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Ritchie Bike & Moped, Inc. d/b/a RITCHIE | SIMPLICITY MANUFACTURING, INC. |
| By: <u>Mary F. Beedline</u> Signature of Debtor(s) (necessary only if Item 8 is applicable). | By: <u>Merlin J. Mueller</u> Signature of Secured Party(ies) |
| (1) Filing Officer Copy - Alphabetical | STANDARD FORM - FORM UCC-3 Merlin J. Mueller - Credit Manager |

(1) The following person is hereby designated to whom the filing officer may deliver or mail this financing statement after it has been recorded: Merlin J. Mueller, Credit Manager, Simplicity Manufacturing, Inc., Port Washington, Wisconsin, and

(2) The underlying secured transaction being publicized by this financing statement is not subject to the recordation tax imposed by Article 81, Section 277 and 278, annotated Code of Maryland, 1962, suppl., as amended.

277703

TO BE RECORDED AMONG THE
FINANCING RECORDS

THIS TRANSACTION IS SUBJECT TO
RECORDATION TAXES ON THE AMOUNT
OF \$ 110,800.00, WHICH HAVE
BEEN PAID TO THE CLERK OF THE
CIRCUIT COURT FOR Anne Arundel

543 PAGE 15

FINANCING STATEMENT

D.R.B. DEVELOPERS, INC.

8365 Sail Circeel, Pasadena, Md. 21122

1. Debtor(s)

KEY FEDERAL SAVINGS BANK

2. Secured
Party

7F GWYNNS MILL COURT, OWINGS MILLS, MARYLAND, 21117

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

SECURED PARTY:

KEY FEDERAL SAVINGS BANK

D.R.B. Developers, Inc.

BY

Frank R. Williar

Frank R. Williar, President

After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

RECORDED FEE 17.00
POSTAGE .50
MAY 19 1989
CLERK OF THE CIRCUIT COURT

DS

11 00 30

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described in Exhibit A attached hereto as a part hereof.

BEING KNOWN AND DESIGNATED as Lot No. 16, Block O, on a Plat entitled Cape St. Claire, Deep Creek Subdivision, Section 2, which plat is dated March 1, 1950 and recorded among the Plat Records of Anne Arundel County in Plat Book No. 22 folio 21.

BEING the same lot of ground described in a Deed of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County was granted and conveyed by Frances S. Boteler, surviving tenant unto D.R.B. Developers, Inc.

est
MARYLAND TITLE COMPANY
7133 RUTHERFORD ROAD
BALTIMORE, MD 21207
(301) 944-7878

543 PAGE 17

277701

FINANCING STATEMENT

This Financing Statement evidences and publicizes the lien and provisions of the security agreement from the Debtor to the Secured Party dated JUNE 14th, 1989 securing a debt in the principal amount of One Hundred Ten Thousand and 00 | 100 Dollars (\$ 110,000.00). All required documentary stamps have been affixed to a Mortgage/Deed of Trust securing this debt which is recorded or intended to be recorded among the Land Records of Anne Arundel County.

NAME AND ADDRESS OF DEBTOR: Patrick Serio AND DEBRA K. BECKER
300 Hickory Point Rd.
Pasadena, Md. 21122

NAME AND ADDRESS OF SECURED PARTY:

Fairfax Mortgage Corporation
7133 Rutherford Road
Baltimore, Maryland 21207

RECORD FEE 11.00
POSTAGE .50
EXCESS COPY AND TRUST 10.00
12/29/89
CK
H. CARL SCHMIDT
TITLE CLERK

1. This Financing Statement covers the following items of property:

(a) All fixtures, equipment and machinery now or hereafter located in or upon any interest or estate in the Land, or any part thereof, and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, boilers, tanks, machinery, furnaces, radiators, and all heating, lighting and flood lighting, plumbing, power, water, refrigeration, gas, electric, ventilating, air conditioning, fire protection, maintenance and incineration systems and equipment, switchboards and other communications apparatus, and including all building materials, supplies and equipment now or hereafter delivered to the Land and intended to be installed thereon; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof;

(b) All leases and use agreements of machinery and equipment in the categories set forth in (a), under which Debtor is the lessee of, or entitled to use, such items;

1250

(c) All licenses, permits and authorizations from any governmental authority necessary for or appropriate to the operation of the Land or construction thereon of a dwelling;

(d) Any plans and specifications relating to the dwelling to be constructed on the Land and all architectural, engineering and construction contracts relating to the design or construction of said dwelling.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests, and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel of land (and the improvements now or hereafter existing thereon) situated at
Anne Arundel County, State of
Maryland (the "Land").

DATED: June 14, 1989

DEBTOR(S):

Patrick Serio
DEBTOR Patrick Serio

Debra K. Becker
DEBTOR Debra K. Becker

543 19

277795

TO BE FILED WITH
ANNE ARUNDEL COUNTY
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

FINANCING STATEMENT

- 1. Name & Address of Debtor: WILLIAM A. PRICE, DON CHARLES UTHUS AND PETER A. GOLDSMITH
2909 Accokeek Road, West
Accokeek, Maryland 20607
- 2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1726 West Street
Annapolis, Maryland 21401

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

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 55 and 57 Pinkney Street, Annapolis, Maryland 21401, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 55 and 57 Pinkney Street, Annapolis, Maryland 21401, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

RECORD FEE 13.00
POSTAGE CK .50
#605590 0055 R01 120+50
06/29/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtors:

Secured Party:
SEVERN SAVINGS BANK, FSB

William A. Price

WILLIAM A. PRICE

By: _____

Don Charles Uthus

DON CHARLES UTHUS

Peter A. Goldsmith

PETER A. GOLDSMITH

After recording, mail to:

WILLIAM M. SIMMONS
ATTORNEY AT LAW
135 GORMAN STREET
P. O. BOX 2266
ANNAPOLIS, MD 21404
(File # 5710)

1300

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (Maryland)

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

Table with 2 columns: 1. Debtor(s) (Last Name First) address(es) and 2. Secured Party(ies) and Address(es). Includes U-Save Auto Rental, Inc. and Ford Motor Credit Company.

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

3. This Financing Statement covers the following types (or items) of personal property: 1. Motor Vehicles, Tractors, Trailers and Truck and Camper bodies... 2. Document and Certificates of title, ownership or origin with respect to the above, *3.

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

4. This transaction is exempt from the Recording Tax.

Filed with:

H. ERLE SCHAFER AA CO. CIRCUIT COURT

Clerk of Circuit Court for Anne Arundel County

Signature of Joseph Eikenberg, Pres. (SIGNATURE OF DEBTOR) U-Save Auto Rental, Inc. (SIGNATURE OF DEBTOR)

Signature of D.J. McConnell (NAME OF SECURED PARTY)

RECORD FEE 11.00 POSTAGE CK .50

#605840 0055 R01 T08:53

BY: Ford Motor Credit Company

06/30/89

F.M.C.C. 7096 (M. MARYLAND) PREVIOUS EDITIONS MAY BE USED

D.J. McConnell

H. ERLE SCHAFER PRINTED IN U.S.A. AA CO. CIRCUIT COURT

*3. All accounts, chatel papers, lease rentals and general intangibles.

FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax

FINANCING STATEMENT

1. Debtor:

PICCOLO D'ITALIA, INC.

Address:

1410 Forest Drive
Annapolis, Maryland 21401
Attn: Edward D. Dyas, Jr.,
President

2. Secured Party:

FIRST AMERICAN BANK OF
MARYLAND

Address:

8401 Colesville Road
Silver Spring, Maryland 20910
Attn: Corporate Banking
Department

3. THIS FINANCING STATEMENT COVERS:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all 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.

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

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all of the Debtor's general intangibles (including without limitation, all things in action, contractual rights, food, liquor and other licenses and permits held by the Debtor in connection with the operation of Debtor's business as a restaurant, goodwill, literary rights, rights to performance, copyrights, trademarks, servicemarks and patents), both now owned and hereafter acquired, together with all renewals or extensions thereof and cash and non-cash proceeds and products thereof.

RECORD FEE 11.00
POSTAGE CK .50
APPROVED BY THE CLERK OF COURT
06/23/89

115

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to 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 the Debtor assigns and grants to the Bank a security interest in 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 all cash and non-cash proceeds thereof.

(e) All of the Debtor's right, title and interest, estate, claim or demand, either at law or in equity in and to all of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and 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.

4. The aforesaid items are included as security in a certain Security Agreement dated June 26, 1989, given by the Debtor to the Secured Party.

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

DEBTOR:

PICCOLO D'ITALIA, INC.

By: Carina Dyer (SEAL)
President

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

Natalie A. Klaum
Senior Legal Assistant
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

06-23-89
NAK

543 23

277738

3649v

FINANCING STATEMENT RECORDS -
ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax

FINANCING STATEMENT

1. Debtor: Address:
EDWARD J. DYAS, JR. 454 Fair Oaks Drive
Severna Park, Maryland 21146
2. Secured Party: Address:
FIRST AMERICAN BANK OF 8401 Colesville Road
MARYLAND Silver Spring, Maryland 20910
Attn: Corporate Banking
Division

3. THIS FINANCING STATEMENT COVERS:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all materials now or hereafter owned by the Debtor intended for construction, reconstruction, alterations and repairs of any improvements now or hereafter erected upon the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all equipment, machinery, apparatus, fixtures and articles of personal property now or hereafter owned by the Debtor and attached to or contained in and used in connection with the Premises, including, but not limited to, all motors, elevators, fittings, radiators, gas ranges, ice-boxes, mechanical refrigerators, dishwashers, awnings, shades, screens, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof or articles of substitution therefor, whether or not the same are or shall be attached to said improvements in any manner; and

(b) All of the Debtor's right, title and interest in and to all leases and all agreements for use or occupancy of any portion of the Premises executed by the Debtor as landlord, together with all of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

2150

(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.

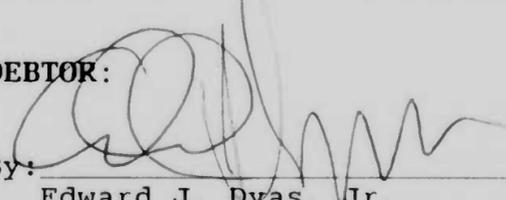
This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same 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 Consolidated Indemnity Deed of Trust dated June ~~2~~, 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 Consolidated Indemnity Deed of Trust.

DEBTOR:

By: 

Edward J. Dyas, Jr.

06-23-89
NAK

543 PAGE 25

3649v

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

Natalie A. Klaum
Senior Legal Assistant
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

Exhibit 'A'

LOT 2

543 PAGE 26

PLAT OF

MINOR SUBDIVISION

"SWANN POINT"

THIRD DISTRICT, A.A.CO. MD.

BEGINNING for the same at a point on the southwesternmost side of Old County Road, 30 feet wide, said point being northeasternmost corner of lot 2 as shown on the record plat entitled Minor Subdivision, "Swann Point" recorded among the land records of Anne Arundel County, Maryland in plat book 111 at page 5; thence running along the said northeasternmost outline of Lot 2 as shown on the abovementioned record plat and binding along the said southwesternmost side of Old County Road, 30 feet wide, and referring the meridian of this description to a survey of the Sonneborn Property by JR. McCrone, Jr., Inc., dated December 1954, of which the herein described is a part, South 34 degrees 10 minutes East 50.00 feet; thence leaving the said southwesterly side of Old County Road and running along the southerly outlines of Lot 2 as shown on the abovementioned record plat, South 55 degrees 50 minutes 15 seconds West 413.50 feet; thence South 71 degrees 30 minutes West 130.58 feet; thence South 46 degrees 30 minutes West 180.96 feet; thence South 80 degrees 00 minutes West 194.69 feet; thence North 62 degrees 30 minutes West 173.20 feet; thence South 33 degrees 30 minutes West 100.00 feet; thence South 47 degrees 56 minutes 47 seconds West 444.17 feet; thence South 27 degrees 00 minutes West 340.32 feet and South 77 degrees 00 minutes West 107.28 feet to a point on the shoreline of the Severn River; thence continuing along

the westernmost outlines of Lot 2 as shown on the abovementioned record plat and binding along the shoreline of the Severn River North 15 degrees 47 minutes 30 seconds West 389.10 feet and North 07 degrees 23 minutes 15 seconds West 701.58 feet; thence leaving the said shoreline of the Severn River and continuing along the northerly outline of Lot 2 as shown on the abovementioned record plat, North 85 degrees 00 minutes East 201.58 feet; thence South 32 degrees 30 minutes East 150.00 feet; thence South 86 degrees 30 minutes East 80.00 feet; thence North 36 degrees 30 minutes East 128.58 feet; thence South 88 degrees 45 minutes East 110.78 feet; thence South 3 degrees 00 minutes West 118.84 feet; thence North 80 degrees 00 minutes East 240.00 feet; thence North 12 degrees 45 minutes East 180.00 feet; thence North 71 degrees 30 minutes East 200.00 feet; thence North 12 degrees 30 minutes East 172.00 feet; thence South 74 degrees 30 minutes East 197.50 feet; thence South 00 degrees 05 minutes 22 seconds West 178.56 feet; thence South 43 degrees 30 minutes East 341.00 feet and North 55 degrees 50 minutes 15 seconds East 344.00 feet to the point of beginning; CONTAINING 20.030 acres of land more or less.

BEING part of that parcel of land described in the conveyance from Matilda Goldchmidt to Camille K.G. Sonneborn by deed dated April 3, 1910 recorded among the land record of Anne Arundel County, Maryland in liber 77 at folio 4.

03-17-88
ALD/dec
J.O.† 281

277799

543 PAGE 28

UNIFORM COMMERCIAL CODE—
FINANCING STATEMENT

For Filing Officer Use Identify-
ing 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.
\$ _____

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

1. DEBTOR: Name GENDERSON CHEVROLET-BMW
Address 138 Revell Highway, Anne Arundel, Maryland 21401
Street City or County State

2. SECURED PARTY: CITIZENS BANK AND TRUST COMPANY OF MARYLAND
~~200 BALTIMORE BOULEVARD RIVERDALE MD~~
14401 SWEITZER LANE, LAUREL, MARYLAND 20707

RETURN FILING RECEIPT TO:

CITIZENS BANK AND TRUST COMPANY OF MARYLAND
~~200 BALTIMORE BOULEVARD RIVERDALE MD~~
14401 SWEITZER LANE, LAUREL, MARYLAND 20707

RECORD FEE 11.00
3374574 0777 REC 71124
08/20/89
CK H. ERLE DEWATER
H. COV. CIRCUIT COURT

3. This Financing Statement covers the following kinds and types of property, now or hereafter held by the Debtor, as inventory, and also all proceeds resulting from sale or other disposition thereof, including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods: New Used New and Used
BMW ONLY

Motor Vehicles

4. Proceeds of Collateral are also covered.
 Products of Collateral are also covered.

GENDERSON CHEVROLET-BMW

By: [Signature]
(Signature of Debtor)
Type or Print Above Signature on Above Line

CITIZENS BANK & TRUST CO. OF MARYLAND
By: [Signature]
Signature

11-90

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)
Harvey L. Blonder
325 Cape St. Johns Road
Annapolis, MD 21401

2 Secured Party(ies) and address(es)
Metropolitan Bank, N.A.
Metropolitan Square
1455 F Street N.W.
Washington, DC 20004

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

RECORD FEE 11.00
SEARCHED BY 11/14/86
CK 10/30/87
M. ERIC SCHAFER
ANNE ARUNDEL COUNTY

4 This financing statement covers the following types (or items) of property
All of the debtor's right, title and interest in and to his 50% general partnership interest as a general partner in Crofton Mini-Warehouse Partnership, a Maryland General Partnership, and in and to any and all distributions, issues, profits and shares to which he may be or become entitled on account of such partnership interest.

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

Anne Arundel County

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

Filed with

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

By Harvey L. Blonder
Signature(s) of Debtor(s)

By Thomas P. Gallup, Vice President
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

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 Elizabeth Nowell
Address 1015 Wayson Way, Davidsonville, MD 21035

2. SECURED PARTY

Name Outdoor Power
Address 1915 Lincoln Drive
Annapolis, MD 21035

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

3. Maturity date of obligation (if any) _____

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

- New John Deere 318 Lawn & Garden Tractor
S/N M00318X478362
- New John Deere 50" Mower
S/N M01013X589825

RECORD FEE 11.00
 POSTAGE .50
 RECEIVED CITY NO. 111-27
 06/30/87
 CK H. IRLE SENNER
 MD. CO. CLERK COURT

CHECK THE LINES WHICH APPLY

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

X Elizabeth Nowell
(Signature of Debtor)

Elizabeth Nowell
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Outdoor Power
(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

1/6/8

277802

543 PAGE 31

| | | |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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) HASAN SELCHUK 1025 MD Rt. 3N Gambrills, MD 21054 3266566 | 2. Secured Party(ies) and address(es) Mobil Oil Corporation 3225 Gallows Road Fairfax, VA 22037 | 3. For Filing Officer (Date, Time, Number, and Filing Office) RECORDS FEE 11.00 POSTAGE .50 RECEIVED CIVIL RIGHTS DIVISION JAN 30 1989 FEDERAL BUREAU OF INVESTIGATION 1400 G STREET, N.W. WASHINGTON, D.C. 20535 |

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

All Mobil inventory now owned or hereafter acquired by Debtor, including but not limited to motor oil, greases, heating oil and kerosene and including all proceeds thereof and all credit card invoices.

Anne Arundel Co., MD
Not Subject to Recordation Tax.

963681
4171/SD

Products of Collateral are also covered.

| | | |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Whichever is Applicable (See Instruction Number 9) | X <i>Hasan Selchuk</i> Hasan Signature(s) of Debtor (Or Assignor) | G.A. Mickalitis Credit Admin. <i>A.G. Mickalitis</i> Signature(s) of Secured Party (Or Assignee) |
| | Filing Officer Copy — Alphabetical STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-2 Rev. Jan. 1980 | Hasan Selchuk | Mobil Oil Corporation |

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: June 27, 1989

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Pristine Properties, Inc.

ADDRESS: 1601 Chickasaw Road
Arnold, Maryland 21012

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:

| <u>QTY</u> | <u>DESCRIPTION</u> |
|------------|-----------------------------------------------------|
| 1 | 1978 Coastal Office Trailer, Serial # 31812POT78087 |

RECORD FEE 11.00
POSTAGE CK .50
8394990 CTT 803 111429
06/30/89
H. ERIC SCHAFER
AA 00, CIRCUIT COURT

DEBTOR(S):

Pristine Properties, Inc.
(Company Name)

BY: [Signature]
Robert R. Gregory, Jr., President

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.)

11.50

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)
Manning, Robert & Carrie
1616 Manning Road
Glen Burne, MD 21061

2. Secured Party(ies) and address(es)
Kayak Mfg. Corp.
West Seneca, NY 14224
325 Harlem Road

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 12.00
POSTAGE CK .50
MANNING STY. RD 21061
10/30/89
H. ERLE SCHMIDT
JAN. CO. CIRCUIT COURT

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

12 x 20 Kayak Award Winning Pool

SELLER IS ~~SECURED~~ PARTY
SECURED

5. Assignee(s) of Secured Party and Address(es)
~~Second Federal Funding~~
FLEET FIN INC
22 NEW ORDNANCE RD

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) GLEN BURNIE MD 21061
 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:

ROBERT MANNING L
Robert Manning
CARRIE C MANNING
Carrie Manning
BY *Carrie Manning*
CARRIE C MANNING
Signature(s) of Debtor(s)

Kayak Manufacturing Corporation
Joseph Van Gies/Leicester
BY *Joseph Van Gies/Leicester*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

277805

543 REC 34

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):
LAMBERT PAVING COMPANY
1045 Dorsey Road
Glen Burnie, MD 21061

2. Secured Party(ies) Name(s) and Address(es)
MIDLANTIC COMMERCIAL LEASING CORP.
225 WEST 34th STREET
NEW YORK, N. Y. 10122

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

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

COMPRESSOR Gardner-Denver D175 s/n1701152

the secured party is the seller
Not subject to recordation tax

Products of the Collateral are also covered.

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

9. Name of a Record Owner

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

RECORD FEE 11.00
POSTAGE CK .50

7. The described crops are growing or to be grown on. The described goods are or are to be affixed to. The lumber to be cut or minerals or the like (including oil and gas) is on. FILE NUMBER 06/30/89
*(Describe Real Estate Below)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

By RICHARD LAMBERT, OWNER
LAMBERT PAVING COMPANY

MIDLANTIC COMMERCIAL LEASING CORP.

Signature(s) of Debtor(s)

By F Banks
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical 1150
(5/82) STANDARD FORM - FORM UCC - 1 - Approved by Secretary of State of New York

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

To Be Recorded In The Land Records And In The Chattel Records Of Anne Arundel County, Maryland, In The Chattel Records Of Prince George's County, Maryland, And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of \$2,350,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed Of Trust.

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

1. DEBTOR:

PARK 100 LIMITED PARTNERSHIP
7833 Walker Drive, Suite 510
Greenbelt, Maryland 20770

Attention: David R. Lewis

RECORD FEE 26.00
POSTAGE CK .50
470000 0055 104 112-18
06/30/89
2. SECURED PARTY:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Two Hopkins Plaza, 5th Floor
Baltimore, Maryland 21201H. DALE SCHAFER
Attention: Commercial Real Estate Department

CIRCUIT COURT
3. This Financing Statement covers and the Debtors grant and convey to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtors), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property") including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry,

277806

lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtors and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtors in

consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtors thereunder or under any law.

- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtors under law or any such lease.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtors under law or any contract of sale.
 - i. All of the Debtors' right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtors in any capacity, including but not limited to any balance or share belonging to the Debtors of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtors to the Trustees named therein for the benefit of the Secured Party. The Debtors are the record owner of the Real Property. Exhibit A attached hereto consists of 2 page(s).
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements,

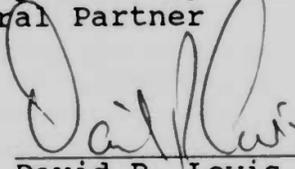
additions and accretions of or to any of the above-described collateral.

DEBTOR:

PARK 100 LIMITED PARTNERSHIP,
A Maryland Limited Partnership

By: Park 100 Osprey Associates
Limited Partnership,
A Maryland Limited Partnership,
General Partner

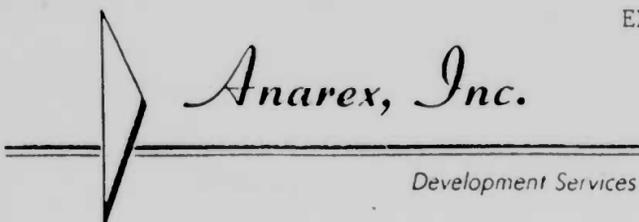
By: Osprey Investment Company,
A Maryland Corporation,
General Partner

By:  (SEAL)
David R. Lewis,
President

Date: June 27, 1989

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

Brian M. Sheahan, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (BMS) 08198



THE CONCOURSE

303 MARYLAND RT. 3 SOUTH, SUITE 114
 MILLERSVILLE, MARYLAND 21108
 Phone: 301-987-6901
 Fax: 301-987-0589

**DESCRIPTION OF 99.923 ACRES OF LAND
 BOUNDARY OF HIGHWAY MATERIALS, INC.
 FIFTH DISTRICT
 ANNE ARUNDEL COUNTY, MARYLAND**

Parcel No. 1

Beginning for the same at a point marking the beginning point of Parcel No. 1 in the conveyance from Landco Limited Partnership to Highway Materials, Inc. by Deed dated February 5, 1981 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3385, Page 752; thence leaving said point of beginning and running with the outline of the aforesaid First Parcel and also with the boundary plat of Highway Materials, Inc. as prepared by Anarex, Inc. of Millersville, Maryland, as now surveyed,

- 1) South 84 degrees 41 minutes 58 seconds West 80.75 feet to the Easternmost side of the Washington, Baltimore and Annapolis Railroad right of way, now abandoned and known as W. B. & A. Road; thence running with and binding along said road,
- 2) North 08 degrees 39 minutes 20 seconds East 305.22 feet to the Westernmost side of a 30-foot road known as Washington Avenue; thence running with and binding along said Westernmost side of said Washington Avenue,
- 3) South 06 degrees 40 minutes 52 seconds East 296.30 feet to the point of beginning.

Containing in all 0.275 acres of land, more or less.

Parcel No. 4

Beginning for the same at a stone found at the end of the First or South 03 degrees 06 minutes 10 seconds East 2,481.13 footline of Parcel No. 4 of the aforementioned conveyance to Highway Materials, Inc.; thence leaving said point of beginning and running reversely with a part of said First line and also with the aforesaid boundary plat prepared by Anarex, Inc., as now surveyed,



DESCRIPTION OF 99.923 ACRES OF LAND
BOUNDARY OF HIGHWAY MATERIALS, INC.
June 28, 1989

BOOK 543 PAGE 40

- 1) North 10 degrees 36 minutes 52 seconds West 1,639.63 feet;
thence,
- 2) North 45 degrees 42 minutes 43 seconds West 437.17 feet to
intersect the Easternmost side of W. B. & A. Road; thence
running with and binding along said side,
- 3) North 08 degrees 39 minutes 20 seconds East 373.01 feet to
a point marking the end of the North 29 degrees 00 minutes
00 seconds West 35.36 foot line of the Minor Subdivision
Plat of Landco Business Park and recorded among the Land Records
of Anne Arundel county, Maryland in Plat Book 3939, Page 274;
thence leaving the East side of W. B. & A. Road and running
with the outline of the aforesaid Minor Subdivision Plat,
- 4) South 36 degrees 20 minutes 40 seconds East 35.36 feet,
- 5) South 81 degrees 20 minutes 40 seconds East 409.66 feet,
and
- 6) North 05 degrees 19 minutes 02 seconds West 269.90 feet to
intersect the last or North 87 degrees 47 minutes West 1,785.55
foot line of the aforementioned conveyance to Highway Material,
Inc; thence leaving the outline of the Minor Subdivision Plat
and running reversely with the conveyance to Highway Materials,
Inc.,
- 7) North 84 degrees 40 minutes 58 seconds East 1,485.49 feet to
a stone found; thence,
- 8) South 11 degrees 11 minutes 17 seconds East 2,331.71 feet to
a stone found, and
- 9) South 79 degrees 56 minutes 45 seconds West 1,801.29 feet to
the point of beginning.

Containing in all 99.648 acres of land, more or less.

Being all of Parcel No. 1, Parcel No. 3, and Parcel No. 4
which by by Deed dated February 5, 1981 and recorded among the
Land Records of Anne Arundel county, Maryland in Liber 3385, Page
752 were granted and conveyed by Landco Limited Partnership to
Highway Materials, Inc. saving and excepting the 2.007 acre parcel
of ground as shown on the Minor Subdivision Plat of Landco Business
Park and recorded among the Land Records of Anne Arundel County,
Maryland in Plat Book 3939, Page 274.

EXHIBIT 'A'

BEING KNOWN AND DESIGNATED as Lots One (1) and Three (3), in a subdivision entitled "Section One, BODKIN POINT" as per plat thereof duly recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 104, folios 19 and 20.

BEING KNOWN AND DESIGNATED as Lots Thirteen (13), Fourteen (14), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23) and Twenty-Four (24), in a subdivision entitled "Section Two, BODKIN POINT" as per plat thereof duly recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 106, folios 29 and 30.

TO BE FILED WITH
ANNE ARUNDEL COUNTY
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

277803

543 PAGE 43

FINANCING STATEMENT

1. Name & Address of Debtor: HOGENDORP CUSTOM HOMES, INC.
P.O. BOX 687
Millersville, Maryland 21108
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1726 West Street
Annapolis, Maryland 21401
3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at Indian Landing Road, consisting of 2.5 acres, more or less, Millersville, Maryland 21108 and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 2.5 acres, more or less, Indian Landing Road, Indian Landing Estates, Millersville, Maryland 21108, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

RECORD FEE 11.00

POSTAGE CK .50

#507360 C345 R01 T14108

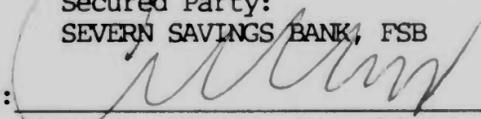
06/30/89

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:
HOGENDORP CUSTOM HOMES, INC.

CHARLES D. HOGENDORP, JR., President

Secured Party:
SEVERN SAVINGS BANK, FSB
By: 
Alan J. Hyatt, President

17-50

277809

Anne Arundel
County
Search

543 PAGE 44

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

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

Maturity date (if any)

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|----------------------------------------------------------|-----|--------|------|-------|
|----------------------------------------------------------|-----|--------|------|-------|

| | | | | |
|-----------------------------------------------------------------------|--|-----------------------------------------------------|---------------|-------|
| B & W ENTERPRISES, INC., a Delaware corporation, T/A Sox Appeal, Inc. | | Annapolis Business Park 2014 Panard Ct., Suite 0 | Annapolis, MD | 21401 |
|-----------------------------------------------------------------------|--|-----------------------------------------------------|---------------|-------|

| Name of Secured Party or assignee | No. | Street | City | State |
|-----------------------------------|-----|--------|------|-------|
|-----------------------------------|-----|--------|------|-------|

| | | | | |
|-------------------------|--|-------------------|----------------|-------|
| SOVRAN BANK/DC NATIONAL | | 1801 K Street, NW | Washington, DC | 20006 |
|-------------------------|--|-------------------|----------------|-------|

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

SEE SCHEDULE "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

RETURN TO:
SOVRAN BANK/DC NATIONAL
1801 K Street, NW
Washington, DC 20006
ATTENTION: KATHY SPEAKMAN

RECORD FEE 11.00
RECORD TAX 115.50
POSTAGE .50

#307470 0055 604 713:06

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

06/30/89

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.

CK
H. LILL SCHAFER
AA CO. CIRCUIT COURT

- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$138,000.00 of which \$16,195.00 is taxable. Recordation tax of \$113.36 paid at Anne Arundel county level.

Debtor(s) or assignor(s)

B & W ENTERPRISES, INC.

SOVRAN BANK/DC NATIONAL

(Seal)

(Corporate, Trade or Firm Name)

BY: Norval K. Williams

BY: [Signature]

Signature of Secured Party or Assignee

NORVAL K. WILLIAMS, President
(Type or print name under signature)

David I. Huffman, Asst. Vice President

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

6717

11.00
115.50
12.50

12.50 - FF
113.36 TAXES

SCHEDULE "A"

Financing Statement

DEBTOR: B & W ENTERPRISES, INC., a Delaware corporation, T/A Sox Appeal, Inc.

Description of Debtor's Collateral:

(a) Inventory Collateral. All of the Debtor's present and future Inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

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

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

(d) Equipment Collateral.

| <u>Quantity</u> | <u>Model</u> | <u>Description</u> | <u>Serial Number</u> |
|-----------------|---------------|--------------------|----------------------|
| 1 | NCR 2113-2001 | ECR | 21-19455664 |
| 1 | NCR 2113-2001 | ECR | 21-19455659 |
| 1 | NCR 2113-2001 | ECR | 21-19455662 |
| 1 | NCR 2113-2001 | ECR | 21-19455657 |
| 1 | NCR 2113-2001 | ECR | 21-1945563 |
| 1 | NCR 2113-2001 | ECR | 21-1945558 |
| 1 | Sharp FO 330 | Fax Machine | 95130613 |

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

Debtor's Initials: *[Signature]*

Officer's Initials: *[Signature]*

277810

BOOK 543 PAGE 46

189604

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax To be Recorded in Land Records (For Fixtures Only).
 Subject to Recordation Tax; Principal
Amount is \$ 15,600.00

Name of Debtor Ritchie Import Specialists
Address 98 Georgia Avenue
Glen Burnie, Md. 21061

Secured Party Farmers National Bank of Md.
Address 5 Church Circle
Annapolis, Md. 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
New Allen Smart Business System Model CPU 80-020, Serial # 1519680870
Monitor Model 80-090 Serial # 18118565, Printer Model 80-160
Serial # OPH 01875, Selflock Model 86-260 Serial # SMS 02624,
Keyborad Model 80-080 Serial # 02235.

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

RECORDS TAX 11.00
RECORD TAX 112.00
POSTAGE .50
RECORDS 11/14/87
08/30/89
H. ERLE SCHNEF
AA CO. CIRCUIT COURT

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) Ritchie Import Specialists Secured Party (or Assignee)

Michael E. Ballard Owner
Michael E. Ballard, Owner

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY *Earl C. McNay*
Earl C. McNay, AVP

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

11
112
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SECURITY AGREEMENT AND FINANCING STATEMENT
(Uniform Commercial Code - Secured Transaction)

June 29th 1989

The underlying secured transaction being publicized by this Security Agreement and Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax Property Article, of the Annotated Code of Maryland, as amended.

Debtor:

STERLING HOMES CORPORATION
III, a Maryland corporation

Address:

7133 Rutherford Road
Baltimore, Maryland 21207

Secured Party:

THE NATIONAL BANK OF WASHINGTON
a national banking association

4340 Connecticut Ave., N.W.
Washington, D.C. 20008

GK

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 for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Promissory Note of even date herewith in a face amount not in excess of Three Hundred Fifty Thousand Dollars (\$350,000.00) from Sterling L. Leppo and Malcolm C. Berman, as Maker, payable to Secured Party. The repayment of the indebtedness evidenced by the said Note is the subject of a Guaranty (the "Guaranty") dated of even date herewith and executed and delivered by Debtor. The obligations of Debtor under the Guaranty are secured by an Indemnity Deed of Trust of even date herewith made by Debtor, as Grantor, to Howard G. Dymond and Constance Britt, as Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

2. The Guaranty and Indemnity Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in the Guaranty or Indemnity Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default

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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 the Guaranty and Indemnity Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

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

(c) All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral including, but not limited to all accounts receivable in respect of any and all leases or contracts of sale (and any contract deposits associated therewith, together with any interest thereon) executed by the Debtor for the Premises, or any part thereof, whether said accounts receivable are currently in existence, or are hereafter created; and

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

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:

STERLING HOMES CORPORATION III,
a Maryland corporation

Cynthia A. Berma

By:

Sterling L. Leppo
Sterling L. Leppo,
President

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 700
Washington, D.C. 20005
Attn: Thomas E. Schubert, Esquire

BOOK 543 PAGE 51

Exhibit "A"

SCHEDULE A

BEING KNOWN AND DESIGNATED as Unit Nos. 27, 28 and 29, in Building No. 5, in Stoney Beach Condominium, Phase 1, as established pursuant to the Amended Declaration and Amended By-Laws for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, et seq., as amended by First Amendment to the Amended Declaration for Stoney Beach Condominium, dated March 9, 1989, and recorded as aforesaid in Liber 4805, folio 443, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium) (Partial Subdivision of Land Unit A, Phase 1)", consisting of Two (2) sheets, recorded among the Condominium Plat Records in Condominium Plat Book No. 41, folios 13 and 14, et seq. and being Plats E 2013 and E 2014.

The improvements thereon being known as:

7804 Hidden Creek Way, Unit No. 27
7806 Hidden Creek Way, Unit No. 28
7808 Hidden Creek Way, Unit No. 29

BEING KNOWN AND DESIGNATED as Unit No. 397, in Building No. 58, in Stoney Beach Condominium, Phase 2, as established pursuant to the Amended Declaration and By-Laws for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, et seq., and as amended by Second Amendment to the Amended Declaration for Stoney Beach Condominium dated April 10, 1989, and recorded as aforesaid in Liber 4822, folio 658, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium) (Partial Subdivision of Land Unit A, Phase 2)", consisting of Two (2) sheets, recorded among the Condominium Plat Records in Condominium Plat Book No. 41, folios 32 and 33, et seq. and being Plats E 2032 and E 2033.

The improvements thereon being known as:

1341 Riverwood Way, Unit No. 397

ALL four of the above described condominium units being conveyed together with an undivided fee simple interest in the common elements of said Condominium in accordance with the percentage established in said Declaration for each of the above-described Condominium Units; and with the benefit of, and subject to, all rights, privileges, duties, restrictions, covenants, easements, conditions and annual and special assessments and charges contained in or referred to in said Declaration, By-Laws and any amendments thereto, or in the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, and recorded among the aforesaid Land Records in Liber 4805, folio 383, et seq., as amended.

TOGETHER with all improvements thereon and the rights, alleys, ways, waters, privileges, appurtenances, and advantages, including, but not limited to, the aforesaid percentage interest in the common elements of the said Stoney Beach Condominium, to the same belonging or appertaining.

AND SUBJECT to covenants, restrictions, easements, expenses, charges and other burdens as set forth in the Declaration and By-Laws aforesaid, and any amendments thereto, as if said provisions were recited at length herein.

277812

543 53

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)
K & K Trash Service, Inc.
768 Queenstown Road
Severn, Maryland 21144

2. Secured Party(ies) and address(es)
Ruck Equipment Sales and Service, Inc.
1411 Bush Street
Baltimore, Maryland 21230

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

RECORD FEE 11.00
MAY 25 11 43 AM '89
CK - ELLI SCHNEIDER
FILING OFFICE

4. This financing statement covers the following types (or items) of property:
1989 Leach trashpaker, Model, 2-F, S/N FL-1060 mounted on a
1989 Mack, Model, MR 690S chassis, S/N 1M2K144C7KM002952

Conditional Sales Contract
"Exempt from Recordation Tax"

5. Assignee(s) of Secured Party and Address(es)
Leach Credit Corporation
P.O. Box 1275
76 Western Avenue
Fond du Lac, WI 54935

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

K&K Trash Service, Inc
By: *[Signature]*
Signature(s) of Debtor(s)

Leach Credit Corporation
By: *[Signature]* VP
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

277813

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)

Photos By F.A. Formica
1617 Chocataw Road
Arnold, MD 21012

2 Secured Party(ies) and address(es)

ILFORD PHOTO Corporation
West 70 Century Road
Paramus, NJ 07653

3. Maturity date (if any):

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

RECORD FEE 11.00
MIDLANTIC NATIONAL BANK
07/23/89
CK H. EALE SCHAFER
MIDLANTIC NATIONAL BANK

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

1-Ilford 2150 Processor & Accessories
Serial # 2A52418

"Five year lease - Not Subject to Recordation Tax"

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

Midlantic National Bank
2 Broad Street
Bloomfield, NJ 07003

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

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

Filed with:
Clerk of Circuit Court -
Anne Arundel County

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

Photos By F.A. Formica

ILFORD PHOTO Corporation

By

[Signature]
Signature(s) of Debtor(s)

By

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

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

MARYLAND FINANCING STATEMENT

277814

543 PAGE 55

(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 Tektron Micro Electronics, Inc.
(Name or Names)
7483A Candlewood Road, Hanover, Maryland 21076
(Address) CFSL 3467

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
(Name or Names) Baltimore, Md. 21234
(Address)

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

- One - Pitney Bowes, Model 6250, Mailing Machine
One - Pitney Bowes, Model 5820R, 3lb. Scale (Recon)

RECORD FEE 11.00
POSTAGE CK .50
4401560 0777 H03 109:14
07/03/89
H. ERLE SCHAFER
HA CO. CIRCUIT COURT

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

LESSEE
Tektron Micro Electronics, Inc.

By: Stanley Schneider (Title)
Stanley Schneider President

(Type or print name of person signing)

By: (Title)

(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
Manager

By: Brian G. Connelly (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
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

Handwritten initials 'NS'

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 \$ 50,000. 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): Lubrano of Hanover, Inc. Address(es): 1350 Dorsey Road, Suite N Hanover, MD 21046

RECORD FEE 11.00
 RECORD TAX 350.00
 POSTAGE CK .50
 07/03/89
 H. ERIC SCHAFER
 MD CO. CIRCUIT COURT

6. Secured Party: Maryland National Bank Address: Department: Business Banking
 Attention: R.V. Marcellas Post Office Box 987, Mailstop 500232
 Baltimore, Maryland 21203
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

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

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

Debtor: Lubrano of Hanover, Inc.

Secured Party: Maryland National Bank

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

By: [Signature] (Seal)

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

Robert V. Marcellas, Vice President
 Type name and title

11
3500



FINANCING STATEMENT FORM UCC-1

Identifying File No. 277816

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

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

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

This financing statement Dated June 21, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Margaret Norman

Address 15 Colonial Manor Annapolis, Md. 21401

2. SECURED PARTY

Name Leonard Riek Jr.

Address 15 Colonial Manor

Annapolis, MD 21401

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

3. Maturity date of obligation (if any) June 21, 1999

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

1983-Liberty-14'x44'-08L51283
Mobile Home
(all household goods)

Name and address of Assignee

First Manufactured Housing Credit Corporation- PO Box 190
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)

Margaret M. Norman
(Signature of Debtor)

Margret Norman
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Leonard Francis Riek Jr.
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277817

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

If transaction or transactions wholly or partially subject to 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 Cureton, Richard J.
Address 330 Cinnaminson Avenue, Palmyra, NJ 08065

2. SECURED PARTY

Name Mount Holly State Bank
Address 10 Rancocas Road
Mt. Holly, NJ 08060

RECORD FEE 11.00
MOUNT HOLLY STATE BANK
07/03/89
H. ERLE SCHMER
MD CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any)

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

1983 42' Passport Cutter with 51 H.P. FWC diesel engine along with all equipment, machinery, additions, supplies, navigational aids, sails, deck fittings and related accessories whether now or hereafter attached along with all cash and non-cash proceeds (including insurance proceeds) of all the foregoing.

Name and address of Assignee

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)

Richard J. Cureton
(Signature of Debtor)

Richard J. Cureton
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James K. Wujcik, AVP
(Signature of Secured Party)

Mt. Holly State Bank
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

Name Cureton, Jerald R.
Address 110 Carriage House Lane, Riverton, NJ 08077

2. SECURED PARTY

Name Mt. Holly State Bank
Address 10 Rancocas Road
Mt. Holly, NJ 08060

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

11.00
RECORDED BY 203-704118
07/03/89
R. GALE SCHAFER
SA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

1983 42' Passport Cutter with 51 H.P. FWC diesel engine along with all equipment, machinery, additions, supplies, navigational aids, sails, deck fittings and related accessories whether now or hereafter attached along with all cash and non-cash proceeds (including insurance proceeds) of all the foregoing.

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)

Jerald R. Cureton
(Signature of Debtor)

Jerald R. Cureton
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James K. Wujcik, AVP
(Signature of Secured Party)

Mt. Holly State Bank

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

Name Cureton, Joni L. Powell
Address 110 Carriage House Lane, Riverton, NJ 08077

2. SECURED PARTY

Name Mt. Holly State Bank
Address 10 Rancocas Road
Mt. Holly, NJ 08060

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

3. Maturity date of obligation (if any) _____

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

1983 42' Passport Cutter with 51 H.P. FWC diesel engine along with all equipment, machinery, additions, supplies, navigational aids, sails, deck fittings and related accessories whether now or hereafter attached along with all cash and non-cash proceeds (including insurance proceeds) of all the foregoing.

Name and address of Assignee
RECORD FEE 11.00
MOUNTAIN STATE BUS 108415
07/02/89
H. GALE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

Joni L. Powell Cureton
(Signature of Debtor)

Joni L. Powell Cureton
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James K. Wujcik, AVP
(Signature of Secured Party)

Mt. Holly State Bank
Type or Print Above Signature on Above Line

11

3455 9

277820

543 PAGE 61

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

Pioneer Club

Name or Names - Print or Type

1. LESSEE(S)

7934 S. Crain Highway, Glen Burnie, MD 21061

Address - Street No. City - County State Zip

2. LESSOR

L-J Leasing Company
600 Reisterstown Road
23-25 Walker Avenue Ste 203

Baltimore Maryland 21208

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

- 2-True Bottle Coolers Model TD65-24
- 1-True Reach-In 2 Door Refrigerator Model GDM33C
- 1-Ross Temp RC152FC Ice Maker
- 2-Cocktail units

RECORD FEE 11.00
 1401630 CTTT BUS 109120
 07/23/89
 H. ERLE BISHOP
 14 CO. CIRCUIT COURT

CK
 ASSIGNED TO:
 SOVRAN BANK
 31 LIGHT ST.
 BALTIMORE, MD 21202

- 4. If above described personal property is to be affixed to real property, describe real property.
- 5. If collateral is crops, describe real estate.
- 6. Proceeds of collateral are covered.
- 7. Products of collateral are covered.

LESSEE(S) :

LESSOR : L-J Leasing Company

By: Arthur V. League

By: Louise E. Neutze

Signature of Lessee

Signature of Lessor

Arthur V. League, Owner ✓

Louise E. Neutze, Mgr.

Type or Print

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

11

L-J Leasing Company

23-25 Walker Avenue, Suite 203, PO Box 21472
Baltimore, Maryland 21208-0472

277821

Debtor or Assignor Form

FINANCING STATEMENT

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

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Hi-Tech Incorporated

1394 Hurlock Lane
Pasadena, Md. 21122

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

All inventory, accounts, and equipment now owned or hereafter acquired and all proceeds (cost & non-cost) of such inventory, accounts, and equipment.

RECORD FEE 11.00

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

.50

#409550 C345 R01 T09:09

07/05/89

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Hi-Tech Incorporated
BY: Brian E. Fitzpatrick, President

Brian E. Fitzpatrick

FARMERS NATIONAL
BANK OF MARYLAND

BY *Twaun D. Oakes*
Twaun D. Oakes

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

277822

4 11. 89

FINANCING STATEMENT FORM UCC-2

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 6/2/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of ~~Debtor~~ ^{Lessee} UNC Naval Products Division of UNC, INCORPORATED

Address 175 Admiral Cochrane Drive, Annapolis, MD 21401

2. Name of ~~Secured Party~~ ^{Lessor} General Electric Capital Corporation

Address 1080 Elm Street, Rocky Hill, CT 06067

3. Assignee of Secured Party _____

Address _____

RECORD FEE 11.00
POSTAGE .50
JUN 03 109:31
07/05/89

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

H. ERLE SCHAFER
ANNE ARUNDEL COUNTY CIRCUIT COURT

4. Maturity date of obligation (if any) _____

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

This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) New Prab Robot System consisting of Two (2) Robotic Systems Control Traversing Bases and End of Arm Tooling with Tie Rods, Guide Shafts, Cams, Main Fram, Electric Cylinder, Four (4) Main Guide Shafts, Four (4) Gripper Fingers with pads, Booting, Special Bearings, Stainless Steel Covers, and Automatic Lubrication, all assembled in Clean Room Environment with temperature range from 65 to 80 Degrees F...including all proceeds, replacements and accretions attached thereto and all substitutions thereof. LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.

Not Subject to Recordation Tax.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of ~~Debtor~~ ^{Lessee})
UNC Naval Products Division of UNC, INCORPORATED

Type or Print Above Signature on Above Line

T.E. Kiely
(Signature of Debtor)

Type or Print Above Signature on Above Line

SECURED PARTY

(Name of Dealership)

By John Mather
(Signature of ~~Secured Party~~ Lessor)

General Electric Capital Corporation
Type or Print Above Name on Above Line

Sch # 2

Clerk of Circuit Court, Anne Arundel County, MD

1/5

#12.5

FINANCING STATEMENT FORM UCC-2

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 6/2/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of ~~Debtor~~ ^{Lessee} UNC, INCORPORATED, UNC Naval Products Division
Address 175 Admiral Cochrane Drive, Annapolis, MD 21401

2. Name of ~~Secured Party~~ ^{Lessor} General Electric Capital Corporation
Address 1080 Elm Street, Rocky Hill, CT 06067

3. Assignee of Secured Party _____
Address _____

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

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)
This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) New Prab Robot System consisting of Two (2) Robotic Systems Control Traversing Bases and End of Arm Tooling with Tie Rods, Guide Shafts, Cams, Main Fram, Electric Cylinder, Four (4) Main Guide Shafts, Four (4) Gripper Fingers with pads, Booting, Special Bearings, Stainless Steel Covers, and Automatic Lubrication, all assembled in Clean Room Environment with temperature range from 65 to 80 Degrees F...including all proceeds, replacements and accretions attached thereto and all substitutions thereof. LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.

Not Subject to Recordation Tax.

CHECK THE LINES WHICH APPLY

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

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

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

RECORD FEE 11.00
TOTAL 11.00
#403050 CTTT R03 109131
07/05/89

(Signature of ~~Debtor~~ ^{Lessee})
UNC, INCORPORATED, UNC Naval Products Division
Type or Print Above Signature on Above Line

X T.E. Kiely
(Signature of Debtor)
T.E. Kiely
Type or Print Above Signature on Above Line

SECURED PARTY

(Name of Dealership)
By Joe Walker
(Signature of ~~Secured Party~~ ^{Lessor})
General Electric Capital Corporation
Type or Print Above Name on Above Line

H. ERLE SCHAFER
AA-00, CIRCUIT COURT
POSTAGE .30
#403050 CTTT R03 109131
07/05/89
H. ERLE SCHAFER
AA-00, CIRCUIT COURT

SCH # 2

Clerk of Circuit Court, Anne Arundel County, MD

1/50

543 65

277021

FINANCING STATEMENT

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

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

Maturity date (if any)

| | | | | |
|----------------------------------------------------------|-----|--------|------|-------|
| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|----------------------------------------------------------|-----|--------|------|-------|

Leasing Systems, Inc., 11634 Boiling Brook Place, Rockville, MD 20852

| | | | | |
|-----------------------------------|-----|--------|------|-------|
| Name of Secured Party or assignee | No. | Street | City | State |
|-----------------------------------|-----|--------|------|-------|

Joseph M. Whelan Co., Inc., Employee Benefit Trust, 6655 Mid Cities Ave., Beltsville, MD 20705

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

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, building materials, furniture, fixtures and articles of personal property of every kind and nature whatsoever (hereinafter the "Collateral") as are now or hereafter leased to the Annapolis Mall Motel Limited Partnership DBA/Ramada Inn pursuant to the lease numbers 15374, 15377, 15373, 15376, and 15544 (copies of which are attached hereto, marked Exhibit "A" and incorporated herein); and

(b) All earnings, revenues, rents, issues, profits, and other income of and from the aforesaid collateral, including, but not limited to, all accounts receivable in respect of any and all leases executed by the Debtor for the Collateral, whether said accounts receivable are currently in existence or are hereafter created, together with all of the proceeds thereof.

(If affixed to realty—state value of each article) (See * At Bottom)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

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

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ ~~is not~~ subject to the Recordation Tax imposed by ~~Article 61, §§ 277, 278~~ annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$100,000.00.
*Sections 12-102 & 12-103, Tax Property Article

Debtor (s) or assignor (s)

| | |
|-----------------------|---------------------------------|
| LEASING SYSTEMS, INC. | JOSEPH M. WHELAN COMPANY, INC. |
| _____ | EMPLOYEE BENEFIT TRUST (Seal) |
| _____ | (Corporate, Trade or Firm Name) |

By: Edward S. Hutman
Edward S. Hutman, Treasurer

By: Joseph M. Whelan
Signature of Secured Party or Assignee
Joseph, M. Whelan, Trustee

(Type or print name under signature)

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

* (c) The interest of Debtor in any and all payments, proceeds, settlements, guarantees, or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive same, from any and all insurance policies covering the Collateral; and
(d) All of Debtors notes, drafts, acceptances, instruments, documents of title, policies and certificates of insurance, guarantees and securities now or hereafter received by the Debtor pertaining to the Collateral.

RETURN TO: John S. Parker, Esquire
6404 Ivy Lane, Suite 400
Greenbelt, MD 20770

RECORDED FEE 215.00
 RECORDS TAX 700.00
 POSTAGE .50
 FILED OCT 10 1983 109:33
 07/25/89
 CHAMBER
 DISTRICT COURT

293 700 .50

EXHIBIT "A"

[Faint, illegible text, likely bleed-through from the reverse side of the page]



LEASING SYSTEMS

1413 K St. N.W. Suite 1200
Washington, D.C. 20006 Telephone: (202) 72-0333

LEASE 15374 Always Refer To

NAME AND ADDRESS OF LESSEE

Annapolis Mall Metal Limited
Partnership DBA/Ramada Inn
173 Jennifer Road
Annapolis, Maryland 21401

NAME AND ADDRESS OF SUPPLIER

543 PAGE 67

(CHECK ONE) CORPORATION **Partnership** PROPRIETORSHIP NON PROFIT CORPORATION

NAME OF PERSON TO CONTACT **Mr. Lester Shot** **261-3031**
(Phone #)

SUPPLIER'S SALESPERSON (Phone #)

| QUANTITY | DESCRIPTION: MODEL NO., CATALOG NO., SERIAL NO. OR OTHER IDENTIFICATION | PRICE |
|----------|-------------------------------------------------------------------------|---------------|
| | SEE SCHEDULE "A" ATTACHED HERETO AND MADE PART HEREOF. | \$299,909.64 |
| | TOTAL LIST | \$ 299,909.64 |
| | TRANSPORTATION (If Any) | \$ |
| | SALES TAX (If Applicable) | \$ |
| | OTHER | \$ |

LOCATION OF EQUIPMENT STREET ADDRESS **same as above** CITY COUNTY STATE TOTAL COST \$ **299,909.64**

| LEASE PAYMENT | PAYMENTS WILL BE MADE: | EFFECTIVE DATE OF LEASE | INITIAL TERM OF LEASE (# Months) | NO. OF LEASE PAYMENTS | LESSEE'S DEPOSIT |
|----------------------------------|----------------------------------------------------------------------------------|-------------------------|----------------------------------|-----------------------|-----------------------------------------------------|
| \$7,197.89 | Quarterly _____ Annually <input checked="" type="checkbox"/> Monthly _____ | 9/19/85 | 60 | 60 | 1st Months Rent: \$ 0.0 Security Deposit: \$ 0.0 |
| USE TAX IF APPLICABLE: \$ 359.89 | | | | | |
| TOTAL PAYMENT: \$7,557.72 | | | | | |

ADDITIONAL PROVISIONS
(None Unless Herein Set Forth)

All rights to the Investment Tax Credit are waived to the LESSEE.

ADDENDUM Yes No If yes: **IRS ADDENDUM**
Personal guarantees

TERMS AND CONDITIONS OF LEASE

- LEASE.** LESSOR hereby leases to LESSEE and LESSEE hereby hires and takes from LESSOR, the personal property set forth on the Equipment Schedule above with all replacement parts, additions, accessories incorporated therein and/or affixed thereto, hereinafter referred to as Equipment.
- NO ABATEMENT OR OFFSET.** LESSEE agrees that the sums payable by the LESSEE to the LESSOR under any provisions of this lease shall not be subject to any setoff, counter claim, diminution, deduction or defense whatsoever.
- RENTALS.** During the original term hereof, LESSEE hereby agrees to pay LESSOR as rental of the Equipment the amounts specified above as monthly or other calendar period rental multiplied by the number of months or periods specified above. The first rental payment shall be made on the effective date as set forth above. In the event the effective date is omitted when the Lease is executed by the LESSEE, the LESSOR shall insert the effective date of this Lease which shall be the expected date of delivery of Equipment. Subsequent monthly or other period rental payments shall be due on the same day of subsequent months or other calendar periods, beginning **10/1/85**. All payments shall be made at the office of the LESSOR at 11634 Boiling Brook Place, Rockville, MD 20852, or as otherwise directed by the LESSOR in writing.
- SELECTION OF EQUIPMENT.** LESSEE has requested equipment of the type and quantity specified above and has selected the supplier named above. 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 if delivered in good repair, 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 the validity of this lease.
- NO WARRANTIES BY LESSOR.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF. It being agreed that the equipment is leased AS IS. LESSEE accordingly agrees not to assert any claim whatsoever against the LESSOR based thereon including without limitation a claim for loss of anticipatory profits or consequential damages. LESSOR hereby assigns and transfers to LESSEE during the time that this lease is in effect, whatever claims and rights LESSOR may have against the Seller or Manufacturer of the equipment. LESSOR shall have no obligation to install, erect, test, adjust or service the equipment. LESSEE agrees, at its own cost and expense, (a) to pay all shipping charges and other expenses incurred in connection with the shipment of the equipment by the Seller to the LESSEE; (b) to pay charges and expenses in connection with the operation of each item of equipment; (c) to comply with all governmental laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the equipment.

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

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE PART THEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ.

IN WITNESS WHEREOF THE LESSEE HAS HEREBY EXECUTED THIS NON-CANCELLABLE LEASE THIS **17th** DAY OF **September**, 19**85**
Annapolis Mall Metal Limited Partnership
DBA/Ramada Inn (LESSEE)

ACCEPTED **9/24/85**
LEASING SYSTEMS, INC. (LESSOR)
By **[Signature]**
Title **President**

Legal Name of Individual, Corporation or Partnership
Signed By **[Signature]**
Title **General Partner**
(Indicate Corp. Officer, Gen. Part., Owner, etc.)

MEMO COPY



LEASING SYSTEMS INC.

SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

Schedule "A"

LESSEE: **Montrealia Mall Hotel Limited Partnership**
22A/Canada Inn

LEASE NUMBER: **11874**

QTY: **DESCRIPTION**

- 1 #1602, 4 Wheel Truck
- 12 #19473, 18x26x6 Lexan Box
- 6 #11519, 36x48 Fatigue Matts
- 1 #1M2375, 25lb. scale
- 0 #2E7245, Dish Rack Dolly
- 2 #1M2374, 21lb. scale
- 3 #E2423, Flour Bin
- 0 #1S7177, 20" Oblong Tray
- 1 #1S7165, 24" Oblong Tray
- 2 #K2642, Sauce Pot
- 12 #K1631, 7" Fry Pan Silver
- 3 #K1633, 10" Fry Pan Silver
- 8 #B331, 8 qt. Chaffer
- 2 #B332, 4 qt. Chaffer
- 12 #E5139, 4 qt. B. Marie
- 6 #K8140, 6 qt.
- 6 #K8141, 8 qt.
- 16 #K8101, 2" Hotel Pan
- 6 #K8108, 1/3 Hotel Pan
- 6 #K8109, 1/3 Hotel Pan, 6"
- 24 #K8114, 1/6 Hotel Pan, 4"
- 60 #K8371, Oval Tray Serv.
- 96 #K2582, 18x26 Bon Pan
- 1 #E25166, Ice Glo
- 1 #E2641, Mobile Ice Bin
- 2 #1S1906, Bechaud Stove
- 2 #F1211, RM Service cart and Hot Box
- 1 80 qt. Pot HD
- 4 #K1434, 16x20 Boaiten
- 2 #B334, 4 qt. sq. Chaffer
- 6 ONEIDA, Wine Stand s/s
- 12 ONEIDA, Wine Bucket s/s
- 2 Carving Station and Lamps
- 1 K/40, 36"x72", Desk laminate box file/ three box drawers with full recessed modesty panel, for sales office.
- 1 C/7, #6638, 19" high back chair #965 Pattern, for sales office.
- 2 Floor Mats--Maryland Mat Company, 45"x53", for sales office.

ZWJ
INITIALS

LESSOR: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

543 PAGE 69

LEASE NUMBER: 15374

| QTY. | DESCRIPTION |
|------|--------------------------------------------------------------------------------------------|
| | <u>Director Office</u> |
| 1 | K/40 36"x72" Desk laminate box file/three box drawer with full recessed moisture panel. |
| 1 | Q/7 #6638, 19" High Back chair #965 pattern. |
| 1 | K/40, 20"x72" Credenza. |
| 4 | Q/7, Side chair #6634/Pattern #965 |
| 1 | Q/7, #632, 24"x24" End Table. |
| | <u>Conference Room</u> |
| 1 | K/40 48 inch self edge conference table with base panel. |
| 8 | Q/7, #6635-18, Chairs with casters |
| 1 | K/40 Pason table, 24"x60"x29". |
| | <u>General Office</u> |
| 1 | K/40, 30"x60" Desk, one box file double pedestal/three draws. |
| 1 | Q/7, #6639-20 Swivel-Tilt P3 Fabric |
| 4 | Maryland Mat Company, 36"x48". |
| | <u>Reception Secretary</u> |
| 1 | K/40, 30"x60" Desk, secretarial box file with return 20"x36", with stationery cabinet. |
| 3 | K/40E1, Four draw file cabinet putty with locks. |
| 1 | Q/7, #632-24"x24" End Table |
| 1 | Q/7, #6634, Side chairs |
| | <u>Receptionist</u> |
| 1 | K/40 36"x72" Desk laminate box file/three draws with full recessed moisture panel. |
| 1 | K/40, 20"x72" Credenza. |
| 1 | K/40 Bookcase, 36"x72" |
| 1 | K/40 Conference table 48 inch self edge with base panel. |
| 4 | #6635-18, Chairs with casters. |
| 1 | K/40 63"x72", Open shelving bookcase above credenza, General Sales Manager. |
| 1 | K/40 28"x36", Return 16" laminate BBF. |
| 1 | K/40 Banquet book table with slots for book and one shelf. |
| 2 | Steel steel with walnut tops for kitchen and housekeeping |
| 2 | Chairs, Black Vinyl |

WJA
Initials

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15374

| QTY. | DESCRIPTION |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 | Main Lobby, Clear Glass Table Tops 30" diameter, 1/2" thick, pencil point edge |
| | <u>Restaurant Artwork as specified by Lawson Design</u> |
| 1 | "Emerald Lady" |
| 1 | "Girl of Tang Dy" |
| 1 | "Mother and Child" |
| 190 | Guestrooms---Chairside lamps #F-2076. Polished Brass. Fixed height of 39 inches. On/off switch. |
| | <u>Green and Beige Scheme Guestrooms</u> |
| 52 | Wing Chairs, #777-736. O/A size: 32 1/2"Wx33 1/2"Dx41 1/2"H. Arm height: 25" Finish: #49 Dark Chestnut. |
| 196 | Lounge Chairs, #777-772. O/A size: 28 1/2"Wx30 1/2"Dx30"H. Plain, non-buttoned, semi-attached back cushion. |
| 40 | Sofabeds, #777-940. O/A size: 71 1/2"Lx33"Dx29 1/2"H. Two seat cushions, and 2 arm bolsters. Inner spring mattresses. Size: 60"x72". Above three items upholstered in Ametex, Pattern: Green Rooms --Hermes Velvet; Color -- Custom Green #617A. Beige Rooms -- Carrington; Color -- Sea Mist. |
| | <u>Lamps: Green and Beige Scheme Rooms</u> |
| 273 | Desk lamps Height: 22 1/2 inches, shade diameter: 19 inches Beige---#143/L4; Green---#143/T4 |
| 200 | Dresser Lamps. Height: 30 inches. Shade diameter: 19 inches. #148/B4 |
| 291 | Nitestand Lamps. Height: 31 inches. Shade Diameter: 19 inches. #119/B4 |
| 190 | Luggage Racks, Model #800-WB. Finish: Walnut Bronze. |
| | <u>Pool Area</u> |
| 12 | Adjustible Chaise #818 |
| 16 | Chairs #878 |
| 3 | Tables #188-48" Dia. |
| 3 | Umbrellas #08 |
| 3 | Shell (Bases) #19 |
| 8 | #2008 Occasional Tables 18 1/2" sq. |
| | All of the above: Style: Primera with Tel Weave Mesh Seating; Frame Color: Vanilla; Mesh Color/Pattern: #58/Burgandy, tan, vanilla. |

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

RJR
INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15374

| <u>QTY.</u> | <u>DESCRIPTION</u> |
|-------------|------------------------------------------------------|
| 150 | European Fork Juillian |
| 150 | Salad Fork Juillian |
| 100 | Knives H.H. w/e Juillian |
| 175 | Teaspoons Juillian |
| 50 | Bullion Spoons Juillian |
| 20 | Oyster Forks Juillian |
| 120 | 8a Creamen no lid Post Roads |
| 120 | sugar no lids Post Roads |
| 60 | 10a Tea pot Post Roads |
| 12 | 32a Pot Pat Roads |
| 36 | 64a Pitcher no guard Post Roads |
| 120 | 5a Sauce Boats |
| 120 | Utility Dish |
| 30 | S/S Oval Plate Cover |
| 60 | 12" card stands |
| 6 | Sets of number cards 1-60 |
| 100 | 10" salad plate |
| 100 | 532 Deepmeadow med great plate |
| 99 | 550 Deepmeadow #5 plate 7 1/2" |
| 99 | 588 Deepmeadow tea saucer 5 7/8" |
| 99 | 502 Deepmeadow tea cup, Champlain |
| 60 | 548 Deepmeadow #4 plate 6 3/8" |
| 48 | 486 Deepmeadow Bouillon, unhld. |
| 20 | 576 Deepmeadow Rim deep soup 9 1/8" |
| 2 | H640 Soup Kettle |
| 3 | F-Dept Wood Highchair C-30W Walnut |
| 1 | E2924 Utility Cart |
| 1 | J2050 Greens Keeper |
| 36 | P22 Tray Stands |
| 36 | 26621 Thermo Serv |
| 2 | K2710 Braizer 24qt. |
| 6 | K2333 Fry Pan 14" |
| 36 | K7862 Sizzler |
| 1 | K5810 #1 Can Opener |
| 150 | (dozen) Visa White floral damask, 20"x20" napkin |
| 15 | (dozen) Visa White floral damask, 90"x90" tablecloth |
| 22 | (dozen) Visa White floral damask, 90"x48" tablecloth |
| 20 | (dozen) Visa White floral damask, 66"x66" tablecloth |
| 10 | (dozen) Visa White floral damask, 54"x54" tablecloth |
| 2 | 4240 Drape Carte |
| 1 | E-Dept #4005 S/S Fountain |

[Handwritten Signature]
INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15374

| QTY. | DESCRIPTION |
|------|------------------------------------------------------------------------------------------------------------------|
| 210 | #750 Wastebaskets. Padded leatherette with top and bottom bumpers to match. Color: Ivory. Sidemark: Bathrooms |
| 210 | #750 Wastebaskets. Padded leatherette with top and bottom bumpers to match. Color: Walnut. Sidemark: Guestrooms. |
| 1 | 6,174 square yards of carpet. Quality 7230. Color: Custom Green, for Guestrooms. |
| 6 | #5515 Temple Jar Lamps. 8"x18", Height 24". With lamp attachment for adhering to monoform drums. |
| 1 | IBM Electronic 85 |
| 1 | IBM Correcting Sel. #B01 |
| 1 | Supply Kit for Corr. Selectric |
| 1 | Supply Kit for Electronic 85 |
| 1 | #1-236 PUT, 2 draw lateral file |
| 1 | Monroe Copier #RL25RE |
| 1 | Starter Kit |
| 204 | Perfect Sleeper Hotel #1440, 54"x80" Full Long Sets |
| 95 | Perfect Sleeper Hotel #1440, 76"x80" King Sets |
| 204 | 45G, Full Bed Frame |
| 95 | K45 G, King Bed Frame |
| 1 | Edward Fields Area Rug Pattern: "I've grown accustomed to your pace" #41247 - 14 colors |
| 1 | Credenza |
| 1 | Desk 72" x 32" |

LESSEE: Annapolis Mall Motel Limited Partnership DBA/Ramada Inn

LESSOR: Leasing Systems, Inc.

BY: [Signature]

BY: [Signature]

TITLE: General Partner

TITLE: President

DATE: 9/19/85

DATE: 9/19/85

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

LEASING SYSTEMS, INC.

1413 K St., N.W., Suite 1500
 Washington, D.C. 20005 Telephone: (202) 878-0333

LEASE # Always Refer To
15377

NAME AND ADDRESS OF LESSEE
Capitol Hill Hotel Limited Partnership
 1400 Massachusetts Ave
 1400 Jefferson Road
 Capitol Hill, Maryland 21401

NAME AND ADDRESS OF SUPPLIER
Various

(CHECK ONE) CORPORATION LTD PARTNERSHIP PROPRIETORSHIP NON-PROFIT CORPORATION Tax Exempt # _____
 NAME OF PERSON TO CONTACT **Mr. Lester Short 261-8079** SUPPLIER'S SALESPERSON **Mr. Steve Cook** (Phone #) _____

| QUANTITY | DESCRIPTION | MODEL NO. | CATALOG NO. | SERIAL NO. OR OTHER IDENTIFICATION | PRICE |
|----------|--------------------------------------------------------|-----------|-------------|------------------------------------|---------------|
| | See Schedule "A" attached hereto and made part hereof. | | | | \$207,641.27 |
| | TOTAL LIST | | | | \$ 207,641.27 |
| | TRANSPORTATION (If Any) | | | | \$ |
| | SALES TAX (If Applicable) | | | | \$ |
| | OTHER | | | | \$ |

LOCATION OF EQUIPMENT STREET ADDRESS **same as above** CITY _____ COUNTY _____ STATE _____ TOTAL COST \$ **207,641.27**

| | | | | | | |
|--------------------------------|--------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------|---------------------------------|----------------------------|-----------------------------|
| LEASE PAYMENT 24,983.39 | PAYMENTS WILL BE MADE Quarterly | EFFECTIVE DATE OF LEASE 12/30/85 | INITIAL TERM OF LEASE 60 Months | NO. OF LEASE PAYMENTS 60 | LESSEE'S DEPOSIT | |
| USE TAX 249.17 | <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Monthly | | | | 1st Months Rent 0.0 | Security Deposit 0.0 |
| TOTAL PAYMENT 25,232.56 | | | | | | |

ADDITIONAL PROVISIONS (None Unless Herein Set Forth)
All rights to the Investment Tax Credit are waived to the LESSEE.

ADDENDUM Yes No If yes: **Original Guaranty**

TERMS AND CONDITIONS OF LEASE

LEASE. LESSOR hereby leases to LESSEE and LESSEE hereby hires and takes from LESSOR, the personal property set forth on the Equipment Schedule above with all accessories, attachments, and/or affixed thereto, hereinafter referred to as Equipment.

ABATEMENT OR OFFSET. LESSEE agrees that the sums payable by the LESSEE to the LESSOR under any provisions of this lease shall not be reduced by set-off, counter-claim, diminution, deduction or defense whatsoever.

RENTALS. During the original term hereof, LESSEE hereby agrees to pay LESSOR as rental of the Equipment the amounts specified above as monthly or other periodic payments multiplied by the number of months or periods specified above. The first rental payment shall be made on the effective date as set forth above. In the event the effective date is omitted when the Lease is executed by the LESSEE, the LESSOR shall insert the effective date of this Lease which shall be the expected date of delivery of the Equipment. Subsequent monthly or other periodic rental payments shall be due on the same day of subsequent months or other calendar periods, beginning on the effective date of this Lease. All payments shall be made at the office of the LESSOR at 11834 Bolling Brook Place, Rockville, MD 20852, or as otherwise directed by the LESSOR in writing.

DELIVERY OF EQUIPMENT. LESSEE has requested equipment of the type and quantity specified above and has selected the supplier named above. 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 fails to fill the order. LESSEE shall accept such equipment if delivered in good repair, 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 the validity of this lease.

NO WARRANTIES BY LESSOR. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, it being agreed that the equipment is leased AS IS. LESSEE accordingly agrees not to assert any claim against the LESSOR based thereon, without limitation of a claim for loss of anticipatory profits or consequential damages. LESSOR hereby assigns and transfers to LESSEE during the time that this lease is in effect, whatever claims and rights LESSOR may have against the Seller or Manufacturer of the equipment; LESSEE shall have no obligation to install, use, or otherwise service the equipment. LESSEE agrees, at its own cost and expense, (a) to pay all shipping charges and other charges incurred in connection with the shipment of the equipment by the Seller to the LESSEE; (b) to pay charges and expenses in connection with the operation of each item of equipment; (c) to comply with all governmental laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the equipment.

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

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE PART

ADDENDUM

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15377

543 PAGE 74

PURCHASE and RENEWAL OPTION. Provided that the LESSEE is not in default, LESSEE shall have the right at the expiration of the term of this lease as to each item or items of equipment to purchase all but not less than all of the items of equipment whose term is then expiring, on an AS-IS-WHERE-IS basis, for cash, at a price equal to the "fair market value" (as defined). Also, LESSEE's rental during the renewal option periods provided in Paragraph 7 shall be at fair market value (as defined). LESSEE shall give LESSOR written notice 180 days prior to the end of the original lease term of its election to exercise the purchase or renewal option provided for in this Paragraph.

The "fair market value" shall be such amount as is mutually agreed upon by LESSOR and LESSEE; provided however, if LESSOR and LESSEE are unable to agree upon the fair market value of the equipment or its rental during the renewal periods within thirty (30) days after receipt by LESSOR of the notice of LESSEE'S election to exercise the purchase or rental renewal option, the fair market value shall be determined by an appraiser selected by mutual agreement of LESSOR and LESSEE. If LESSOR and LESSEE are not able to agree upon an appraiser, or if the fair market value is not so determined within ninety (90) days after receipt by LESSOR of LESSEE'S election to purchase or renew, the same shall be determined by an appraiser selected by the American Association of Equipment Lessors. The fair market value as finally determined shall bear interest for the period, if any, from the date of expiration of the lease term to the date of payment at the rate of 8 percent per annum. Unless LESSEE has given LESSOR the 180 days' notice required in connection with the exercise of the foregoing purchase or renewal option, all the equipment then leased hereunder shall be returned to LESSOR in accordance with Paragraph 12 hereof.

LESSEE: Annapolis Mall Motel Limited Partnership

LESSOR: LEASING SYSTEMS,

BY: [Signature]

BY: [Signature]

TITLE: GENERAL PARTNER

TITLE: [Signature]

DATE: 12/30/85

DATE: 12/30/85



LEASING SYSTEMS INC.

SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 972-9333

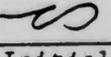
SCHEDULE "A"

LEASE NUMBER: 15377

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE DATE: 12/30/85

| <u>QTY.</u> | <u>DESCRIPTION</u> |
|-------------|------------------------------------------|
| 2 | Executive Desk, Dark oak, #HO-1820 DOK |
| 1 | 5 Drawer Lateral File 36" #MT LF-5LH PUT |
| 4 | Taupe Ceramic Containers 16" |
| 6 | Taupe Ceramic Containers 18" |
| 4 | Orange Ceramic Container 12" |
| 2 | Brass Containers |
| 4 | Cork Tile |
| 6 | Cork Tile |
| 3 | Cork Tile |
| 5 | Extensions Cords |
| 4 | UP Lamps |
| 4 | Grow Bulbs |
| 2 | Cork Tiles |
| 6 | Brass Hanging Baskets |
| 1 | 60 yds. of terra Cotta |
| 1 | 16" stationary rodding (9003) |
| 1 | 96" stationary rodding (9003) |
| 1 | 72" Architrac Baton draw rodding (94004) |
| 1 | 30-60" Superfine Traverse rods |
| 1 | 48-86" Superfine Traverse rods (3085) |
| 1 | Flameproof Black outlining |
| 1 | Sheer Fabric |
| 1 | 1981 Ford Truck #1FTEF25E9BNA74818 |
| 3 | 308 Cart |
| 3 | 285 Pot |
| 10 | 110 Fry Pan |
| 12 | M14 Pan |
| 6 | M16 Pan |
| 24 | M22 Pan |
| 6 | M24 Pan |
| 6 | M26 Pan |
| 12 | M12 Pan |
| 1 | 1M313 Stone |
| 1 | K Pancake Dispenser |
| 3 | Dozen ABl Knife |
| 5 | Dozen 201 Pourer |
| 25 | Case #8009508 Goblet |
| 1 | K0798S Moritz 5 Lite |
| 4 | K0798S Moritz 3 Lite |
| 75 | Water Pitcher |


Initials

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

543 76

LEASE NUMBER: 1537

LEASE DATE: 12/30/85

| QTY. | DESCRIPTION | QTY. | DESCRIPTION |
|------|------------------------------------------------------|------|----------------------------|
| 8 | Case #8009516 Wine | 6 | K2333 Alum Fry Pan 14" |
| 8 | Case #8009524 Wine | 2 | K2710 Edlund Can Opener Mo |
| 24 | Dozen #80000564 Sherbert | 1 | K5810 Steak Platter 11x7 5 |
| 18 | Case 3711/T2932 Goblet | 36 | K7862 White Paneled Coffee |
| 18 | Case 3764/T2928 Wine | | |
| 17 | Case 3777/T2946 Champagne | | |
| 2 | Case 3702 Brandy | | |
| 5 | Case 3715 Poco Grande | | |
| 2 | 36Z Mirror Tray | | |
| 1 | 37Z Mirror Tray | | |
| 1 | 36I Mirror Tray | | |
| 1 | Dozen 7716GL Tray | | |
| 15 | Case 8495 Flute | | |
| 9 | Dozen #8009532 Sherry | | |
| 72 | #3029519 Carafe | | |
| 2 | #3029501 Carafe | | |
| 60 | 9011057 Vase | | |
| 40 | Dozen 3018553 Ashtray | | |
| 8 | 8009284 Bowl | | |
| 4 | Dozen 8000523 Bowl | | |
| 1 | Dozen 1255 Clam Shell | | |
| 30 | Dozen 741 Kamekin | | |
| 10 | Dozen 739 Pot Pie | | |
| 8 | Dozen 745 Shirred Egg | | |
| 30 | M66 Pan | | |
| 12 | 2004 Pan | | |
| 6 | STL268 Adapter Bar | | |
| 20 | JTH-Special Square Head Brass #SC9RH | | |
| 1 | #0001-00 Custom Gill Manufacturing, 1 Lot of Shelves | | |
| 12 | #Adapt12 75000 Adaptor Bar 12" | | |
| 12 | #Adapt 20 75010 Adaptor Bar 20" | | |
| 10 | #Rack 6200 Rack Glass | | |
| 4 | Bar Mix #936 Blender Single Spindle | | |
| 3 | Malt C #48070 Cup-Malt 34 oz/#16 | | |
| 3 | 5/8 Kloss Novaheat Protectors | | |
| 3 | Draper Targa Screens (Auto Remote) | | |
| 1 | Sony SL HF 300 Beta Hi-Fi Recorder/Player | | |
| 1 | Video Switches | | |
| 1 | Misc. Wires, Connectors, Cable & Supplies | | |
| 1 | Remote Relay Pack for club lighting | | |
| 4 | K8133 S/S Inset 7 1/2 Qt. | | |
| 4 | K8134 S/S Inset 11Qt. | | |
| 6 | ZE7245 West Well Dolly | | |
| 100 | S0100 Dinner Knife Sets | | |
| 9 | F9204 24x60 Super Erecta Shelf | | |
| 5 | F9213 18x48 Super Erecta Shelf | | |

LESSEE: Annapolis Mall Motel Ltd. PAGE THREE
Partnership DBA/Ramada Inn

BOOK 543 LEASE # 15377
PAGE 17

14 #8937 Pure Brass Spice Jar Lamp Height 25"
7 #8938 Hand Shaped and Incised pure brass urn Lamp Height 27"
3 #173/24 Ceramic Color: Raspberry Lamp Height 29"
1 146 Yds. Porto Bello #AC-61509, Mauve #28 54" x 9" Horizontal x 8 1/2" Vertical
7 Sofabeds 84" overall width with Queen #AC-61509, Mauve #28
7 Large Tub Chairs, 30", #AC-61509, Mauve #28
3 Small tub Chairs, 27", Grayson, Pattern Formosa, Color Mauve
1 700 Yds. Matinee Compote, 24", 27" vertical
4 Posters, Dimson D023 Winter, D24 Spring D25 Summer, D26 Autumn/Bruce McGraw
18 Marden Chair #34-29W, Upholster in Com in Maharem #M400101 Nlyn. Cranberry
2 Habitat Credenzas #25034 29" x 90", Omaha, #18 Gray
1 Intrex Table "twenty niners" #87329, Color #18 Gray 34"x48" opens to 120"x48"
1 170 yds. Pattern "Witchita", Color, Beige, 48"
6 Tempest Folding Tables, 1700 Series, #7FAIP, 48"x84"
3 #1300 Series Tables, with fized lages #3AACP top, 18" x 84"
4 #6181 Chinoiserie Gardne Stools Finish: White Ceramic
1 61 yds. Kravet Fabric Pattern #2446, Color #777, 48"
9 Coverlets Style #200
9 Dust Ruffles, Style #601
1 285 yds. Grayson Fabric Pattern: Formosa Mauve, 54" x 24 1/2"
48 #4860 Action bAck STacking Chairs, in grade 8 Fabric Pattern, "Quincy", #003Rose
1 130 yds. Wolf Gordon-"Canberra Wool, Beige #CB5842K, Width 54"W
6 222 Base Plate-Painted Brown Wrk
6 230 Base Plate Painted Brown Wrk
6 22230 Base Plate Painted brn wrk
1 97 yds. formosa Mauve
3 #3040 Oktagonos 36x48"
1 18yd. #40010109 Nylon Branble/09 Cranberry
2 #74215-V Venetian Cylinder 6 1/2"x13"
8 Frame #200K 6" sq 8oz. muslin
1 120yd. Royalax 8000 franch lace, 1326/928 Flannel Grey, 12'x90', RL12465
1 64yd. Solid #928/Flannel Grey, 12'x48' Cut 1360
1 143yd. #024649, Topeka Cameo
7 MT30 12L Black Bamboo table Bases w/o Glass. Mark for: Living Room Suites
#2,3,4,5,6
6 MT9064L-011 Prasat Barstools in Dark Tobacco finish with solod brass foot
ring. Upholstered COM as advised, Mark for: Living Room Suites #4,5&6.
24 MT4020L-011 Host Chairs in Dark Tobacco finish and loose seat cushion
upholstered COM as advised.
4 MT4016L-011 Prasat Game chair in dark tobacco finish and loose seat cusion
upholstered as advised COM. Mark all chairs for living Room Suites #2,3,4,
5,6
1 #A132603, AN-1005, Empress of India Bonbay Beige 6910
1 E2924 Chrome Frame 3 shelf cart
37 F22 Tray Chic Folding Tray STand
2 H640 Frontier Soup Kettle
1 J2050 Lettuce Crisper 32 Gal. White

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LESSOR: LEASING SYSTEMS, INC.

BY: [Signature]

BY: [Signature]

TITLE: General Partner

TITLE: President

DATE: 12/30/85

DATE: 12/30/85



LEASING SYSTEMS INC.

1413 K St., N.W. Suite 1200
Washington, D.C. 20005 Telephone: (202) 872-0333

LEASE # : Always Refer
15377

NAME AND ADDRESS OF LESSEE

Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn
173 Jennifer Road
Annapolis, Maryland 21401

NAME AND ADDRESS OF SUPPLIER

Various

BOOK 543 PAGE 78

(CHECK ONE) CORPORATION PARTNERSHIP PROPRIETORSHIP NON-PROFIT CORPORATION Tax Exempt #

NAME OF PERSON Mr. Lester Shor 261-8079 SUPPLIER'S SALESPERSON (Phone #)
TO CONTACT Mr. Steve Book (Phone #)

| QUANTITY | DESCRIPTION: MODEL NO., CATALOG NO., SERIAL NO., OR OTHER IDENTIFICATION | PRICE |
|---------------------|--------------------------------------------------------------------------|------------------------------|
| EQUIPMENT LEASED | See Schedule "A" attached hereto and made part hereof. | \$207,641.27 |
| | | TOTAL LIST \$ 207,641.27 |
| | | TRANSPORTATION (If Any) \$ |
| | | SALES TAX (If Applicable) \$ |
| | | OTHER \$ |

LOCATION OF EQUIPMENT STREET ADDRESS same as above CITY COUNTY STATE TOTAL COST \$ 207,641.27

| LEASE PAYMENT | PAYMENTS WILL BE MADE: | EFFECTIVE DATE OF LEASE | INITIAL TERM OF LEASE | NO. OF LEASE PAYMENTS | LESSEE'S DEPOSIT |
|----------------------------------------|----------------------------------------------------------------------------------|-------------------------|-----------------------|-----------------------|---------------------------------------------------|
| \$4,983.39 | Quarterly _____ Annually _____ Monthly <input checked="" type="checkbox"/> | 12/30/85 | 12 Months 60 | 60 | 1st Months Rent \$ 0.0 Security Deposit \$ 0.0 |
| USE TAX 5% IF APPLICABLE 249.17 | | | | | |
| TOTAL PAYMENT \$5,232.56 Per Period | | | | | |

ADDITIONAL PROVISIONS

(None Unless Herein Set Forth)

All rights to the Investment Tax Credit are waived to the LESSEE.

ADDENDUM Yes No If yes: IRS ADDENDUM
Describe Personal Guarantee

TERMS AND CONDITIONS OF LEASE

- LEASE.** LESSOR hereby leases to LESSEE and LESSEE hereby hires and takes from LESSOR, the personal property set forth on the Equipment Schedule above with all replacement parts, additions, accessories incorporated therein and/or affixed thereto, hereinafter referred to as Equipment.
- NO ABATEMENT OR OFFSET.** LESSEE agrees that the sums payable by the LESSEE to the LESSOR under any provisions of this lease shall not be subject to any setoff, counter claim, diminution, deduction or defense whatsoever.
- RENTALS.** During the original term hereof, LESSEE hereby agrees to pay LESSOR as rental of the Equipment the amounts specified above as monthly or other calendar period rental multiplied by the number of months or periods specified above. The first rental payment shall be made on the effective date as set forth above. In the event the effective date is omitted when the Lease is executed by the LESSEE, the LESSOR shall insert the effective date of this Lease which shall be the expected date of delivery of Equipment. Subsequent monthly or other period rental payments shall be due on the same day of subsequent months or other calendar periods, beginning 1/1/86. All payments shall be made at the office of the LESSOR at 11634 Boiling Brook Place, Rockville, MD 20852 or as otherwise directed by the LESSOR in writing.
- SELECTION OF EQUIPMENT.** LESSEE has requested equipment of the type and quantity specified above and has selected the supplier named above. 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 if delivered in good repair, 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 the validity of this lease.
- NO WARRANTIES BY LESSOR.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, it being agreed that the equipment is leased AS IS. LESSEE accordingly agrees not to assert any whatsoever against the LESSOR based thereon including without limitation a claim for loss of anticipatory profits or consequential damages. LESSOR hereby assigns and transfers to LESSEE during the time that this lease is in effect, whatever claims and rights LESSOR may have against the Seller or Manufacturer of the equipment. LESSOR shall have no obligation to install, erect, test, adjust or service the equipment. LESSEE agrees, at its own cost and expense, (a) to pay all shipping charges and other expenses incurred in connection with the shipment of the equipment by the Seller to the LESSEE; (b) to pay charges and expenses in connection with the operation of each item of equipment; (c) to comply with all governmental laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the equipment.

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

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE PART THEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ.

IN WITNESS WHEREOF THE LESSEE HAS HEREBY EXECUTED THIS NON-CANCELLABLE LEASE THIS 30th DAY OF December, 1985.

ACCEPTED 12/30 1985
LEASING SYSTEMS INC. LESSOR
[Signature]
President

Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn (LESSEE)
Legal Name of Individual, Corporation or Partnership
Signed By: *[Signature]*
General Partner

6 SECURITY DEPOSIT. At the LESSOR'S option, any security deposit made hereunder may be applied by LESSOR to cure any default of LESSEE. In which event LESSEE shall promptly reimburse the security deposit to its full amount as set forth above. IF ALL THE CONDITIONS HEREIN ARE FULLY COMPLIED WITH, THE SECURITY DEPOSIT SHALL BE REFUNDED TO THE LESSEE WITHIN 30 DAYS AFTER THE RETURN OF THE EQUIPMENT TO THE LESSOR AT THE TERMINATION OF THE ORIGINAL TERM HEREOF OR OF ANY RENEWAL TERM.

7 TERM AND RENEWAL. The original term of this Lease shall commence on the effective date as set forth above and shall terminate upon the expiration of the number of months, or other calendar periods, set forth above from said date. Provided LESSEE has carried out all the terms and conditions of this Lease on LESSEE'S part to be kept and performed, LESSEE shall have the option to renew this Lease for additional periods of one year each beginning the day following the date of termination of the original term of this Lease and ending one year thereafter. Rentals during any such yearly renewal period shall be as indicated above and shall be payable in advance. During any such renewal period, all of the provisions of this Lease shall govern except original terms rental rates. Notice in writing of renewal shall be addressed to LESSOR at least 60 days in advance of the expiration of the original term hereof or of any subsequent renewal term.

8 DELIVERY AND RISK OF LOSS: Unless otherwise agreed, delivery shall occur when LESSEE receives the equipment, and risk of loss shall pass to LESSEE at that time and place.

9 EQUIPMENT AND LIABILITY. LESSOR shall not be liable to LESSEE for any loss, damage or expense of any kind or nature, caused directly or indirectly by any Equipment leased, hereunder or the use or maintenance thereof; the repair, servicing or adjustment thereof; or for any delay or failure to provide any thereof, any interruption of service or loss of use of the Equipment; or for any loss of business or damage whatsoever and howsoever caused.

10 ERRORS IN ESTIMATED COST. As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the Equipment to LESSEE, including taxes, transportation charges and other charges. The amount of each rent payment, the security deposit, and the renewal rental initially set forth above are based on the total cost initially set forth, which is an estimate, and each shall be adjusted proportionally if the actual cost of the Equipment differs from said estimate. LESSEE hereby authorizes LESSOR to correct the figures set forth above when the actual cost is known, and to add to the amount of each rent payment any sales or other tax that may be imposed on or measured by rent payments. If the actual cost of the Equipment differs from the estimated cost by more than ten per cent (10%) thereof, however, either party at its option may terminate this Lease by giving written notice to the other party within fifteen (15) days after receiving notice of the actual cost of the corrected rent.

11 PLACE OF USE. LESSEE shall keep the Equipment at its place of business as specified above. LESSEE covenants and agrees not to allow the use of the Equipment by other than the employees of the LESSEE and covenants and agrees not to rent or sublet the Equipment or any part thereof to others for their own use.

12 USE AND RETURN OF EQUIPMENT. The LESSEE shall exercise due and proper care in the use, repair and servicing of the equipment and at all times and at its expense shall keep and maintain the leased property in good working condition, order, and repair. The LESSEE shall make no alteration to the leased property without the prior written consent of the LESSOR. Upon the expiration or termination of this Lease, LESSEE at its sole expense shall promptly and properly pack and return the equipment to LESSOR, at such place designated by LESSOR within the Continental United States, in the same condition as when received by LESSEE, (reasonable wear and tear alone excepted.) All replacement parts, additions and accessories incorporated in or affixed to the Equipment after the commencement of this Lease shall become the property of LESSOR.

13 INSURANCE. LESSEE shall keep the Equipment insured for the full insurable value against fire, theft, and other risks included in any standard extended coverage clause, and theft, with long-term loss payable endorsement to LESSOR and its assigns as their interests may appear. All insurance shall protect both LESSOR and LESSEE and shall be written by Companies licensed to write insurance and in good standing in the State or Jurisdiction of the location and shall not be cancellable without thirty (30) days prior written notice to LESSOR. LESSEE shall notify LESSOR promptly of any loss or damage to the equipment. The proceeds of such insurance shall be applied, at the option of the LESSOR, (a) towards the replacement, restoration or repair of equipment which may be lost, stolen, destroyed or damaged or (b) toward the obligations of LESSEE for rent hereunder. In the event the LESSOR elects to apply insurance proceeds to the repair or to the replacement of the damaged equipment, this lease shall continue in full force and effect. In the event the LESSOR elects to apply insurance proceeds to the payment of LESSEE'S obligations for rent hereunder, the LESSEE'S obligations for the rent hereunder shall be reduced by the amount of such insurance proceeds, but the LESSEE shall be liable for any additional rents due. Such reduction in rents shall be allocated solely to the item or items lost, stolen, damaged or destroyed. If LESSEE fails to procure or maintain said insurance, LESSOR shall have the right, but shall not be obligated, to effect such insurance. In that event, LESSEE shall repay to LESSOR the cost thereof with the next payment of rent. In addition, LESSEE agrees to provide, pay for and maintain public liability and property damage insurance primary as to other insurance protecting the interests of LESSOR and LESSEE against liability for damages for personal injury or death caused by the equipment to the extent of Three Hundred Thousand Dollars (\$300,000.00) for each person and Five Hundred Thousand Dollars (\$500,000.00) for each accident. LESSEE shall furnish to LESSOR current certificates of insurance evidencing compliance with all of the above insurance requirements.

14 TAXES. LESSOR shall prepare and file personal property tax returns on behalf of LESSEE. The LESSEE shall pay all taxes and assessments (and interest and penalties, if any, thereon) which may be levied, directly or indirectly, against the Equipment or any interest therein or with respect to the ownership, possession or use thereof, whether such taxes are levied against the LESSOR or the LESSEE. Such taxes to be paid by the LESSEE shall include, without limitation, property, sales, rent, lease, and use taxes and any other tax measured by the gross rent payable hereunder, but shall not include net income or franchise taxes payable by the LESSOR. If such taxes are levied against the LESSOR, it shall notify the LESSEE of such fact. The LESSOR shall have the right, but not the obligation, to pay any such taxes, whether levied against the LESSOR or the LESSEE. In such event the LESSEE shall reimburse the LESSOR therefor within five days after receipt of the invoice and for the failure to make such reimbursement when due the LESSOR shall have all remedies provided herein with respect to the nonpayment of the rental hereunder.

15 OWNERSHIP. All said Equipment shall remain personal property and the title thereto shall remain in the LESSOR, exclusively. LESSEE shall keep the Equipment free from any and all liens and encumbrances. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting the Equipment and shall indemnify and save LESSOR harmless from any loss or damage caused thereby, including costs and reasonable attorneys fees.

16 FILING. LESSEE hereby authorizes LESSOR to file this Lease, any financing statements or security agreements with respect to the Equipment or any collateral provided by LESSEE to LESSOR prior to or following LESSOR'S acceptance of this Lease, in any state of the United States. LESSEE further authorizes LESSOR to file such Lease, financing statement or security agreement and, as LESSEE'S attorney in fact, to execute on behalf of LESSEE any such financing statement or security agreement. LESSEE shall execute such supplemental instruments and financing statements if LESSOR deems such to be necessary or advisable and shall otherwise cooperate to defend the title of the LESSOR by filing or otherwise.

17 RIGHT OF INSPECTION. The LESSOR, its agents, dealers, and representatives, shall have the right at any time during usual business hours to inspect the Equipment and for that purpose to have access to the location of the Equipment.

18 NON-WAIVER. LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions hereof shall not waive or diminish LESSOR'S right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. LESSOR'S rights hereunder are cumulative and not alternative.

19 POSSESSION. LESSOR covenants and agrees with LESSEE that LESSOR is the lawful owner of said Equipment free from all encumbrances, and that, conditioned upon LESSEE performing the condition hereof, LESSEE shall peacefully and quietly hold, and use the Equipment during and term without hindrance.

20 DEFAULT. An event of default shall occur if: (a) LESSEE fails to pay when due an installment of rent; (b) LESSEE shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder; (c) LESSEE ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or a insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator; (d) it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take an action looking to its dissolution or liquidation; (e) within 60 days after the appointment without LESSEE'S consent or acquiescence of any trustee, receiver or liquidator of it or of all or a substantial part of its assets and properties, such appointment shall not be vacated, or (f) LESSEE attempts to remove, sell, transfer, encumber, part with possession or sublet the equipment or an item thereof.

21 REMEDIES. Upon LESSEE'S default, the rights and duties of the parties shall be as set forth in this Paragraph 21.

(a) Acceleration: LESSOR may revoke LESSEE'S privilege of paying the total rent installments and, upon LESSOR'S demand, the portion of the total rent then remaining unpaid plus a other sums due and unpaid shall promptly be paid to LESSOR.

(b) Retaking: At LESSOR'S option, LESSOR may demand and LESSEE must promptly deliver the equipment to LESSOR in accordance with Paragraph 12. If LESSEE does not so deliver, LESSEE shall make the equipment available for retaking and authorize LESSOR, its employee and nominees to enter the premises of the LESSEE, and other premises (insofar as LESSEE so permit) for the purpose of retaking. LESSOR shall not be obligated to give notice or to obtain legal process for retaking. In the event of retaking LESSEE expressly waives all rights to possession and all claims for injuries suffered through or loss caused by retaking.

(c) Disposition: LESSOR may sell at public or private sale, or release the equipment on LESSEE'S agreement to pay any deficiency resulting from the sale or releasing of the equipment. To the extent of LESSEE'S liability, all proceeds of the sale or releasing, or both less all expenses incurred in retaking the goods, all expenses incurred in the enforcement of this lease, all damages the LESSOR shall have sustained by reason of LESSEE'S default including those incurred by Seller in obtaining a deficiency judgment, an amount equal to ten percent (10%) of the actual cost of the equipment sold, and a reasonable attorney fee, shall be credited to LESSEE as an when received by LESSOR. Surplus in excess of LESSEE'S liability shall belong to LESSOR.

(d) Unpaid Rent: The provisions of this Paragraph shall not prejudice LESSOR'S right to recover or prove damages for unpaid rent accrued prior to default.

22 ASSIGNMENTS. Neither this Lease or the LESSEE'S rights hereunder shall be assignable by the LESSEE herein except with LESSOR'S written consent. LESSOR shall have the right to assign this Lease or any part thereof. If LESSOR assigns the rents reserved herein or all or any of the LESSOR'S other rights hereunder, or amounts equal thereto, the right of the Assignee to receive the rentals as well as any other right of the Assignee shall not be subject to any defense, setoff, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR; by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. A rentals due hereunder shall be payable to Assignee by LESSEE whether or not this Lease is terminated by operation of law or otherwise including without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. On receipt of notification of such assignment, LESSEE, subject to its rights hereunder, shall become the pledgeholder of the Equipment for and on behalf of the Assignee and will relinquish possession thereof only to the Assignee or pursuant to its written order. LESSEE, on receiving notice of any such assignment shall abide thereby and make payments as may therein be directed. Following such assignment the term "LESSOR" shall be deemed to include or refer to LESSOR'S Assignee, provided that such Assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall look only to LESSOR for performance thereof.

23 BINDING EFFECT. This lease and every part thereof, shall be binding upon the LESSEE, and upon the heirs, legal representatives, successors, and assigns of the LESSEE, and shall inure to the benefit of the LESSOR, its successors, legal representatives and assigns.

24 INDEMNITY. LESSEE agrees that LESSOR shall not be liable to LESSEE for, an LESSEE shall indemnify and save LESSOR harmless from and against any and all liability for damage, expense, causes of action, suits, claims or judgments arising from or caused directly or indirectly by: (a) LESSEE'S failure to promptly perform any of its obligations under the provisions of Paragraphs 5, 14, 15 of this lease or (b) injury to person or property resulting from or based upon the actual or alleged use, operation, delivery or transportation of any or all of the equipment or its location or condition, or (c) inadequacy of the equipment, or any part thereof, for any purpose or an deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business.

25 RISK OF LOSS. LESSEE hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the Equipment from any cause whatsoever and no loss, theft, damage or destruction of Equipment shall relieve LESSEE of the obligation to pay rent or any other obligation of this Lease and this Lease shall remain in full force and effect. LESSEE shall promptly notify LESSOR in writing of any such loss, theft, damage or destruction of the Equipment. In the event of damage of any kind whatever to any item of Equipment (unless the same is damaged beyond repair) LESSEE, at the option of LESSOR, shall at LESSEE'S expense (a) place the same in good repair, condition and working order, or (b) replace the same with the Equipment of the same or late model in good repair, condition and working order. If the Equipment, or any item thereof is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor an amount equal to the aggregate amount of unpaid total rent for the balance of the term of the Lease, or the amount of the unpaid total rent allocated to the item or items involved, as the case may be, plus an amount equal to ten percent (10%) of the actual cost of said item. Upon such payment this Lease shall terminate with respect to the Equipment or item thereof so paid for, and LESSEE thereupon shall become entitled thereto as-is-where-is, without warranty, express or implied, with respect to any matter whatsoever.

26 MISCELLANEOUS. All notices relating hereto shall be mailed to LESSOR or LESSEE at its respective address above shown or at any later address last known to the sender. This Lease is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of LESSEE'S right of possession and/or the taking of possession by LESSOR or for any other reason. If more than one LESSEE is named in this Lease, the liability of each shall be joint and several.

27 ADDITIONAL PAYMENTS AND LABELS. DELINQUENT INSTALLMENTS OF RENTAL SHALL BEAR INTEREST AT 5% PER MONTH. HIGHEST LAWFUL RATE, WHICHEVER IS LESS. If LESSOR supplies LESSEE with labels, LESSEE shall label any and all items of Equipment and shall keep the same affixed in prominent place. Labels shall bear the legend "Property of LESSOR". In the event this lease is placed in the hands of an attorney to receive any monies due and to become due hereunder and/or for the possession of the equipment, LESSEE shall pay to LESSOR the sum of fifteen percent (15%) of the balance due hereunder, if permitted by law, as attorney's fees.

28 JURISDICTION. This agreement shall be deemed to have been made and executed in Montgomery County, Maryland, regardless of the order in which the signatures of the parties are placed hereon, and shall be interpreted and the rights and liabilities of the parties hereon determined in accordance with the laws of the State of Maryland.

29 SEVERABILITY. If any provision hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the manifest intent hereof.

30 ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties. No supplier or agent thereof is authorized to bind LESSOR or to waive or modify any term hereof. No waiver by LESSOR of any provision hereof shall constitute a waiver of any other matter.



LEASING SYSTEMS INC.

543 PAGE 80

SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

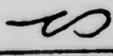
SCHEDULE "A"

LEASE NUMBER: 15377

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE DATE: 12/30/85

| <u>QTY.</u> | <u>DESCRIPTION</u> |
|-------------|------------------------------------------|
| 2 | Executive Desk, Dark oak, #HO-1820 DOK |
| 1 | 5 Drawer Lateral File 36" #MT LF-5LH PUT |
| 4 | Taupe Ceramic Containers 16" |
| 6 | Taupe Ceramic Containers 18" |
| 4 | Orange Ceramic Container 12" |
| 2 | Brass Containers |
| 4 | Cork Tile |
| 6 | Cork Tile |
| 3 | Cork Tile |
| 5 | Extensions Cords |
| 4 | UP Lamps |
| 4 | Grow Bulbs |
| 2 | Cork Tiles |
| 6 | Brass Hanging Baskets |
| 1 | 60 yds. of terra Cotta |
| 1 | 16" stationary rodding (9003) |
| 1 | 96" stationary rodding (9003) |
| 1 | 72" Architrac Baton draw rodding (94004) |
| 1 | 30-60" Superfine Traverse rods |
| 1 | 48-86" Superfine Traverse rods (3085) |
| 1 | Flameproof Black outlining |
| 1 | Sheer Fabric |
| 1 | 1981 Ford Truck #1FTEF25E9BNA74818 |
| 3 | 308 Cart |
| 3 | 285 Pot |
| 10 | 110 Fry Pan |
| 12 | M14 Pan |
| 6 | M16 Pan |
| 24 | M22 Pan |
| 6 | M24 Pan |
| 6 | M26 Pan |
| 12 | M12 Pan |
| 1 | 1M313 Stone |
| 1 | K Pancake Dispenser |
| 3 | Dozen ABl Knife |
| 5 | Dozen 201 Pourer |
| 25 | Case #8009508 Goblet |
| 1 | K0798S Moritz 5 Lite |
| 4 | K0798S Moritz 3 Lite |
| 75 | Water Pitcher |


Initials

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

543 PAGE 81

LEASE NUMBER: 15377

LEASE DATE: 12/30/85

| <u>QTY.</u> | <u>DESCRIPTION</u> | <u>QTY.</u> | <u>DESCRIPTION</u> |
|-------------|------------------------------------------------------|-------------|-------------------------------|
| 8 | Case #8009516 Wine | 6 | K2333 Alum Fry Pan 14" |
| 8 | Case #8009524 Wine | 2 | K2710 Edlund Can Opener Model |
| 24 | Dozen #80000564 Sherbert | 1 | K5810 Steak Platter 11x7 5/8" |
| 18 | Case 3711/T2932 Goblet | 36 | K7862 White Paneled Coffee Bu |
| 18 | Case 3764/T2928 Wine | | |
| 17 | Case 3777/T2946 Champagne | | |
| 2 | Case 3702 Brandy | | |
| 5 | Case 3715 Poco Grande | | |
| 2 | 362 Mirror Tray | | |
| 1 | 377 Mirror Tray | | |
| 1 | 361 Mirror Tray | | |
| 1 | Dozen 7716CL Tray | | |
| 15 | Case 8495 Flute | | |
| 9 | Dozen #8009532 Sherry | | |
| 72 | #3029519 Carafe | | |
| 2 | #3029501 Carafe | | |
| 60 | 9011057 Vase | | |
| 40 | Dozen 3018553 Ashtray | | |
| 8 | 8009284 Bowl | | |
| 4 | Dozen 8000523 Bowl | | |
| 1 | Dozen 1255 Clam Shell | | |
| 30 | Dozen 741 Ramekin | | |
| 10 | Dozen 739 Pot Pie | | |
| 8 | Dozen 745 Shirred Egg | | |
| 30 | M66 Pan | | |
| 12 | 2004 Pan | | |
| 6 | ST1268 Adapter Bar | | |
| 20 | JTB-Special Square Head Brass #SC9RH | | |
| 1 | #0001-00 Custom Gill Manufacturing, 1 Lot of Shelves | | |
| 12 | #Adapt12 75000 Adaptor Bar 12" | | |
| 12 | #Adapt 20 75010 Adaptor Bar 20" | | |
| 10 | #Rack 6200 Rack Glass | | |
| 4 | Bar Mix #936 Blender Single Spindle | | |
| 3 | Malt C #48070 Cup-Malt 34 oz/#16 | | |
| 3 | 5 1/2 Kloss Novaheam Protectors | | |
| 3 | Draper Targa Screens (Auto Remote) | | |
| 1 | Sony SL HF 300 Beta Hi-Fi Recorder/Player | | |
| 1 | Video Switches | | |
| 1 | Misc. Wires, Connectors, Cable & Supplies | | |
| 1 | Remote Relay Pack for club lighting | | |
| 4 | K8133 S/S Inset 7 1/2 Qt. | | |
| 4 | K8134 S/S Inset 11Qt. | | |
| 6 | 2E7245 Wast Well Dolly | | |
| 100 | S0100 Dinner Knife Sets | | |
| 9 | F9204 24x60 Super Erecta Shelf | | |
| 5 | F9213 18x48 Super erecta Shelf | | |
| 12 | | | |



LEASING SYSTEMS INC.

SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

SCHEDULE "A"

LEASE NUMBER: 15317

LESSEE: Annapolis Mall Hotel Limited Partnership
DBA/Annada Inn

LEASE DATE: 12/30/85

| QTY. | DESCRIPTION |
|------|------------------------------------------|
| 2 | Executive Desk, Dark oak, #HO-1820 DOK |
| 1 | 5 Drawer Lateral File 36" #MT LF-5LR PUT |
| 4 | Temp Ceramic Containers 16" |
| 6 | Temp Ceramic Containers 18" |
| 4 | Orange Ceramic Container 12" |
| 2 | Brass Containers |
| 4 | Cork Tile |
| 6 | Cork Tile |
| 3 | Cork Tile |
| 5 | Extensions Cords |
| 4 | UP Lamps |
| 4 | Grow Bulbs |
| 2 | Cork Tiles |
| 6 | Brass Hanging Baskets |
| 1 | 60 yds. of terra Cotta |
| 1 | 16" stationary rodding (9003) |
| 1 | 96" stationary rodding (9003) |
| 1 | 72" Architrac Baton draw rodding (94004) |
| 1 | 36-60" Superfine Traverse rods |
| 1 | 48-86" Superfine Traverse rods (3085) |
| 1 | Flameproof Black outlining |
| 1 | Shag Fabric |
| 1 | 1981 Ford Truck #1FTRP25E9BNA74818 |
| 3 | 308 Cart |
| 3 | 285 Pot |
| 10 | M10 Fry Pan |
| 12 | M14 Pan |
| 6 | M16 Pan |
| 24 | M22 Pan |
| 6 | M24 Pan |
| 6 | M26 Pan |
| 12 | M12 Pan |
| 1 | 1M313 Stone |
| 1 | 5 Pancake Dispenser |
| 3 | Dozen AB1 Knife |
| 5 | Dozen 201 Pourer |
| 25 | Case #8009508 Goblet |
| 1 | K0798S Moritz 5 Lite |
| 4 | K0798S Moritz 3 Lite |

[Signature]
Intefala

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

313 83

LEASE NUMBER: 1537 T

LEASE DATE: 12/30/85

| QTY. | DESCRIPTION | QTY. | DESCRIPTION |
|------|-----------------------------------------------------|------|------------------------------|
| 8 | Case #8009516 Wine | 6 | K2333 Alum Fry Pan 14" |
| 8 | Case #8009520 Wine | 2 | K2710 Edlund Can Opener Moc |
| 24 | Dozen #80000564 Sherbert | 1 | K5810 Steak Platter 11x7 5/8 |
| 18 | Case 3721/T2932 Goblet | 36 | K7862 White Paneled Coffee |
| 18 | Case 3764/T2928 Wine | | |
| 17 | Case 3777/T2946 Champagne | | |
| 2 | Case 3702 Brandy | | |
| 5 | Case 3715 Poco Grand | | |
| 2 | 345 Mirror Tray | | |
| 1 | 377 Mirror Tray | | |
| 1 | 361 Mirror Tray | | |
| 1 | Dozen 7716CL Tray | | |
| 15 | Case 8495 Flute | | |
| 9 | Dozen #8009532 Sherry | | |
| 72 | #3029519 Carafe | | |
| 2 | #3029501 Carafe | | |
| 60 | 9011057 Vase | | |
| 40 | Dozen 3018553 Ashtray | | |
| 8 | 8009284 Bowl | | |
| 4 | Dozen 8000523 Bowl | | |
| 1 | Dozen 1255 Clam Shell | | |
| 30 | Dozen 741 Ramekin | | |
| 10 | Dozen 739 Pot Pie | | |
| 8 | Dozen 745 Shirred Egg | | |
| 30 | M66 Pan | | |
| 12 | 2004 Pan | | |
| 6 | 511268 Adapter Bar | | |
| 20 | JTB-Special Square Head Brass #SC9RH | | |
| 1 | #0001-00 Custom G11 Manufacturing, 1 Lot of Shelves | | |
| 12 | #Adapt 12 75000 Adaptor Bar 12" | | |
| 12 | #Adapt 20 75010 Adaptor Bar 20" | | |
| 10 | #Rack 6200 Rack Glass | | |
| 4 | Bar Mix #936 Blender Single Spindle | | |
| 3 | Malt C #48070 Cup-Malt 34 oz/#16 | | |
| 3 | 5/8 Kloss Novaham Protectors | | |
| 3 | Draper Targa Screens (Auto Remote) | | |
| 1 | Sony SL HF 300 Beta Hi-Fi Recorder/Player | | |
| 1 | Video Switches | | |
| 1 | Misc. Wires, Connectors, Cable & Supplies | | |
| 1 | Remote Relay Pack for club lighting | | |
| 4 | K8133 S/S Inset 7 1/2 Qt. | | |
| 4 | K8134 S/S Inset 11Qt. | | |
| 6 | 2E7245 Wast Well Dolly | | |
| 100 | S0100 Dimer Knife Sets | | |
| 9 | F9204 24x60 Super Erecta Shelf | | |
| 5 | F9213 18x48 Super erecta Shelf | | |

CLERK'S NOTATION

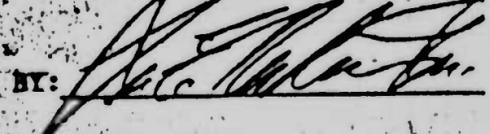
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

- 14 #8937 Pure Brass Spice Jar Lamp Height 25"
- 7 #8938 Hand Laped and Incised pure brass urn Lamp Height 27"
- 3 #173/24 Ceramic Color: Raspberry Lamp Height 29"
- 1 146 Yds. Porto Bello #AC-61509, Mauve #28 54" x 9" Horizontal x 8 1/2" Vertical
- 7 Sofabeds 84" overall width with Queen #AC-61509, Mauve #28
- 7 Large Tub Chairs, 30", #AC-61509, Mauve #28
- 3 Small tub Chairs, 27", Grayson, Pattern Formosa, Color Mauve
- 1 700 Yds. Matinee Compo, 24", 27" vertical
- 4 Posters, Dinson D023 Winter, D24 Spring D25 Summer, D26 Autumn/Bruce McGraw
- 18 Hadden Chair #34-29W, Upholster in Com in Mahara #M400101 Nlyn. Cranberry
- 2 Habitat Credenzas #2503/4 29" x 90", Omaha, #18 Gray
- 1 Intrex Table "twenty nine" #87329, Color #18 Gray 84"x48" opens to 120"
- 1 170 yds. Pattern "Witchita", Color, Beige, 48"
- 6 Tempest Folding Tables, 1700 Series, #7PAIP, 48"x84"
- 3 #1300 Series Tables, with fixed legs #3AACP top, 18" x 84"
- 4 #6181 Chinoiserie Card Stools Finish: White Ceramic
- 1 61 yds. Kravet Fabric Pattern #2446, Color #777, 48"
- 9 Coverlets Style #200
- 9 Duet Ruffles, Style #601
- 1 285 yds. Grayson Fabric Pattern: Formosa Mauve, 54" x 24 1/2"
- 48 #4860 Action back Stacking Chairs, in grade 8 Fabric Pattern, "Quincy", #00
- 1 130 yds. Wolf Gordon "Cranberry Wool, Beige #CB5842K, Width 54"
- 6 222 Base Plate Painted Brown Wk
- 6 230 Base Plate Painted Brown Wk
- 6 22230 Base Plate Painted brown wk
- 1 97 yds. Formosa Mauve
- 3 #3040 Octagons 36x48
- 1 18 yds. #40020109 Nylon Drapery/09 Cranberry
- 2 #7A215 Venetian Cylinder 6" x 11"
- 8 Frame #2008 6" sq. base, small
- 1 120 yds. Royalan 8000 french lace, L326/928 Flannel Grey, 12'x90", RL12463
- 1 64 yds. Solid #928/Flannel Grey, 12'x48" Cut 1360
- 1 143 yds. #024649, Topeka Camo
- 7 #130 12L Black Bamboo table Bases w/o Glass. Mark for: Living Room Suites #2,3,4,5,6
- 6 #19064L-011 Pressed Barstools in Dark Tobacco finish with solid brass foot ring. Upholstered COM as advised. Mark for: Living Room Suites #4,5,6.
- 24 #14020L-011 Host Chairs in Dark Tobacco finish and loose seat cushion upholstered COM as advised.
- 4 #14016L-011 Pressed Camo chair in dark tobacco finish and loose seat cushion upholstered as advised COM. Mark all chairs for living Room Suites #2,3,4,5,6
- 1 #A132603, AN-1005, Express of India Bombay Beige 6910
- 1 #2924 Chrome Frame 3 shelf cart
- 37 #27 Tray Chic Folding Tray Stand
- 2 #640 Frontier Soup Kettle
- 1 #2850 Lettuce Crisper 32 Gal. White

LESSOR: Annapolis Mall Motel Limited Partnership
DBA/Canada Inn

LESSOR: LEASING SYSTEMS, INC

BY: 

BY: 

TITLE: General Partner

TITLE: President

DATE: 12/30/85

DATE: 12/30/85

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



LEASING SYSTEMS INC.

FORM 543 PAGE 85

SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

CERTIFICATE OF DELIVERY AND ACCEPTANCE

This Certificate refers to and is part of Equipment Lease No. 15377 dated 12/30/85, and Lease Schedule No. 141 dated 12/30/85, between the Undersigned, as Lessee, and Leasing Systems, Inc., as Lessor/Owner.

The Agreement identified above being referred to herein as the "Equipment Lease".

The Undersigned represents and acknowledges that as of the date of this Certificate:

1. All equipment described in the Equipment Lease was delivered to the Undersigned, and all necessary installation performed.
2. The equipment was inspected by, or on behalf of, the Undersigned and found to be in good order and condition, in conformity with all express warranties and representations of the manufacturer or supplier, and with all specifications provided by the Undersigned.
3. Leasing Systems, Inc. has made no representations or warranties regarding performance, operation, quality, suitability, or maintenance of the Equipment including no warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, either express or implied.
4. The Undersigned agrees to look solely to the manufacturer or supplier of the Equipment respecting any claims, servicing or warranties, and expressly confirms that its obligations under the Equipment Lease are absolute and unconditional.
5. Leasing Systems, Inc. is irrevocably instructed to pay the Seller of the Equipment as per the Equipment Purchase Order and/or Seller's Invoice.
6. The Undersigned shall obtain insurance as required by the Equipment Lease covering the Equipment as described in said Lease document.

Equipment Serial Nos.

LESTER H. SHOR, GENERAL PARTNER

type or print the name of "Undersigned"

By: [Signature] GENERAL PARTNER
Name Title

Date: 12/30/85



LEASING SYSTEMS INC.

1413 K St., N.W. Suite 7-00
Washington, D.C. 20006 Telephone: (202) 872-0333

LEASE # Always Refer
15373

NAME AND ADDRESS OF LESSEE

Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn
173 Jennifer Road
Annapolis, MD 21401

NAME AND ADDRESS OF SUPPLIER

BOOK 543 PAGE 86

(CHECK ONE) CORPORATION Ltd PARTNERSHIP PROPRIETORSHIP NON PROFIT CORPORATION

NAME OF PERSON TO CONTACT Mr. Lester Shor 261-8079 SUPPLIER'S SALESPERSON OF Mr. Steve Book (Phone #) (Phone #) Tax Exempt #

| QUANTITY | DESCRIPTION: MODEL NO., CATALOG NO., SERIAL NO., OR OTHER IDENTIFICATION | PRICE |
|------------------|--------------------------------------------------------------------------|---------------|
| EQUIPMENT LEASED | See Schedule "A" attached hereto and made part hereof. | \$499,971.28 |
| | TOTAL LIST | \$ 499,971.28 |
| | TRANSPORTATION (If Any) | \$ |
| | SALES TAX (If Applicable) | \$ |
| | OTHER | \$ |

LOCATION OF EQUIPMENT STREET ADDRESS same as above CITY COUNTY STATE TOTAL COST \$ 499,971.2

| | | | | | | | |
|--------------------------|-------------|------------------------|-------------------------|-----------------------|----------------------|------------------|----------------|
| LEASE PAYMENT | \$11,999.31 | PAYMENTS WILL BE MADE: | EFFECTIVE DATE OF LEASE | INITIAL TERM OF LEASE | NO OF LEASE PAYMENTS | LESSEE'S DEPOSIT | |
| USE TAX 5% IF APPLICABLE | 599.97 | Quarterly _____ | 10/19/85 | 1 / 12 Month | 60 | 1st Months Rent | Security Depon |
| TOTAL PAYMENT | \$12,599.28 | Annually _____ | | | | \$ 0.0 | \$ 0.0 |
| | Per Period | Monthly <u>X</u> | | | | | |

ADDITIONAL PROVISIONS (None Unless Herein Set Forth)

All rights to the Investment Tax Credit are waived to the LESSEE.

ADDENDUM Yes X No: If yes: IRS ADDENDUM

Describe ASSUMPTION AGREEMENTS

TERMS AND CONDITIONS OF LEASE

- LEASE.** LESSOR hereby leases to LESSEE and LESSEE hereby hires and takes from LESSOR, the personal property set forth on the Equipment Schedule above with all replacement parts, additions, accessories incorporated therein and/or affixed thereto, hereinafter referred to as Equipment.
- NO ABATEMENT OR OFFSET.** LESSEE agrees that the sums payable by the LESSEE to the LESSOR under any provisions of this lease shall not be subject to any setoff, counter claim, diminution, deduction or defense whatsoever.
- RENTALS.** During the original term hereof, LESSEE hereby agrees to pay LESSOR as rental of the Equipment the amounts specified above as monthly or other calendar period rental multiplied by the number of months or periods specified above. The first rental payment shall be made on the effective date as set forth above. In the event the effective date is omitted when the lease is executed by the LESSEE, the LESSOR shall insert the effective date of this lease which shall be the expected date of delivery of Equipment. Subsequent monthly or other period rental payments shall be due on the same day of subsequent months or other calendar periods, beginning 11/1/85. All payments shall be made at the office of the LESSOR at 11834 Belting Branch Place, Rockville, MD 20852, or as otherwise directed by the LESSOR in writing.
- SELECTION OF EQUIPMENT.** LESSEE has requested equipment of the type and quantity specified above and has selected the supplier named above. 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 if delivered in good repair, 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 the validity of this lease.
- NO WARRANTIES BY LESSOR.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, it being agreed that the equipment is leased AS IS. LESSEE accordingly agrees not to assert any claim whatsoever against the LESSOR based thereon including without limitation a claim for loss of anticipatory profits or consequential damages. LESSOR hereby assigns and transfers to LESSEE during the time that this lease is in effect, whatever claims and rights LESSOR may have against the Seller or Manufacturer of the equipment. LESSOR shall have no obligation to install, erect, test, adjust or service the equipment. LESSEE agrees, at its own cost and expense, (a) to pay all shipping charges and other expenses incurred in connection with the shipment of the equipment by the Seller to the LESSEE, (b) to pay charges and expenses in connection with the operation of each item of equipment, (c) to comply with all governmental laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the equipment.

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

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE PART THEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ.

IN WITNESS WHEREOF THE LESSEE HAS HEREBY EXECUTED THIS NON-CANCELLABLE LEASE THIS 18th DAY OF OCTOBER, 1985

ACCEPTED 10/24 1985
LEASING SYSTEMS INC. (LESSOR)
By [Signature]
Title President

Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn (LESSEE)
Legal Name of Individual, Corporation or Partnership
Signed By [Signature]
Title General Partner

ORIGINAL COPY



LEASING SYSTEMS INC.

SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

543 PAGE 87

SCHEDULE "A"

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15373

LEASE DATE: 10/18/85

| <u>QTY.</u> | <u>DESCRIPTION</u> |
|-------------|-------------------------------------------------------------------------------------------------------------------------------|
| 197 | 2½"x5" acrylic raised room numbers. 1" Helvetica gold-plex mounted on a matte brown background with a 3/16" gold-plex border. |
| 1 | B/21 PREP-3672-C-DW-Walnut executive Desk 72x36 Full Modesty Panel Medium Profile Pedestals |
| 1 | B/21 PRE2072-LFZZ-Credenza-Walnut-72x20- Double lateral file left and Double hinged door storage unit right |
| 1 | 70yds. Kravet Fabric "Jeanette-9", 54" Wide, 100% Cotton, Repeat-12½", Scotch Guard Finish |
| 2 | Low Wood Stands for Above Vases |
| 2 | 22" Yellow & Orange Fishbowl Vases w/stands |
| 1 | 720yds. of Ametex, Pattern: Solitaire, Color: Willow: Content 100% Cotton, 48" wide, Finish, Scotchguard |
| 1 | 6,080sq. yds. Hartex Contract Carpet Underpade, Weight-40 ozs., Roll Size-12'0"x60'0" |
| 1 | 1,360 sq.yds. Hartex Super Carpet Underpade, Roll Size: 6'0"x60'0" |
| 8 | Wall Sconces #2798S-Camer Glass, 180Watt |
| 16 | Falcon Table Base #203-22 w/12" Spider, O/A Hgt. 28" -Standard. Finish: Brown Wrinkle. |
| 7 | Falcon Tablebase #603-18 with Footring FTR-1 w/12" Spider. Standard O/A Hgt.-28". Finish: Brown Wrinkle. |
| 1 | Falcon Tablebase #603-22 with Footring FTR-1 w/12" Spider. Standard O/A Hgt. -28" Finish: Brown Wrinkle |
| 1 | 146yds. Karl Mann Fabric, "Paradise Stripes" #10705, 48" Wide, 100% silk, Repeat 14", color: French Blue. |
| 6 | Falcon Table Base #203-22 Size: Standard Height-28" Overall, Finish: Brown Wrinkle |
| 12 | Falcon Table Base #204-30 Size: Standard Height -28" Overall, Finish: Brown Wrinkle |
| 7 | Falcon Table Base #203-2230 w/15" Spider, Finish: Brown Wrinkle, Size: Standard Height-28" Overall |


INITIALS

| QTY. | DESCRIPTION | |
|--------------------------------|--------------------------------------------------------|------------------------------------|
| 6 | JBL 2404 tweeter | |
| 1 | At 100 Microphone Audi80 Technica w/gooseneck | |
| 1 | DOD 2/3 Octave equalizer | |
| 1 | Mics. wires, connectors, and supplies | |
| 1 | 19" rack system | |
| 4 | 19" vents | 543 PAGE 88 |
| 1 | 19" rack fans | |
| 1 | Full installation | |
| **Lighting System (dance floor | | |
| 16 | Neon Colorstick (4 red, 4 turquoise, 4 green, 4 peach) | |
| 16 | PAR 36 PIN beam lamp and fixture | |
| CONTROL | | |
| 1 | Litelab L 4001 Cont(neon modified) | |
| 1 | Litelab L 4001 Zoner Slave (neon modified) | |
| 1 | Litelab L 4001 Zoner Slave | |
| 18 | 10oz. co-axial loudspeakers | ** Meeting Rooms I, II, III ** |
| 18 | 8" grills - white | |
| 18 | T 70 transformers | |
| 18 | 8" cans (fireproof) | |
| 3 | TOA A 903 Amplifiers | |
| 3 | TOA microphone override modules | |
| 3 | TOA input modules | |
| 3 | Shure SM 57 microphones | |
| 6 | microphone inputs (wall mount) | |
| 1 | Patch bay (rackmount) | |
| 1 | Misc. Wires, connectors, supplies | |
| 1 | Full installation | |
| 52 | 10oz. Co-axial Loudspeakers | ** General Music/Paging system for |
| 52 | 8" Grill | Concourse, Lobby, Halls, Waiting |
| 52 | T70 Transformer | Area, Restaurant, Pool, Patio, |
| 52 | 8" cans (fire proof) | Locker Rooms, and Rest Rooms. ** |
| 6 | Design Acoustics out-door speakers | |
| 1 | TOA W 912 wall mount amplifier | |
| 1 | TOA W 912 with wall mount | |
| 1 | Audio Technica desk top microphone with goose neck | |
| 9 | 70122 Volume controls | |
| 1 | Misc. connector and supplies | |
| 1 | Full installation | |
| 20 | Soundolier C 123 Co-axial 12" Loudspeakers | **Lounge ** |
| 20 | Soundolier C 123 Grill | |
| 20 | Soundolier 1t 170 Transformers | |
| 20 | Soundolier C 123 enclosure | |
| 1 | TOA P924 240 watt amplifier | |
| 1 | TOA Aux. Moduls | |
| 1 | TOA eq. 910 rack kit | |
| 2 | Technics SL 1200 MK 2 turntable | |
| 1 | UREI 1620 mixer preamp | |
| 1 | RGR SSI dynamic range expander | |
| 1 | Furman TX 4 crossover (stereo three way) | |
| 2 | Adcom Gfa 555 power amplifier | |
| 2 | CDM 115 B base horn | |
| 2 | JBL 2225 H low Frequency driver | |
| 32 | JBL 8110 H full frequency driver | |
| 8 | CDM PDR 8 enclosure | |

CS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

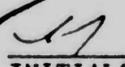
| QTY. | DESCRIPTION |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Finish: Cordovan Mahogany over birch |
| 1 | #W9117-8 Carpet Wrapped Mirror 36"W x 48"L - L" Bevel, Color: Rust/Gold |
| 1 | #W1994-6, 30" Square - 1" Bevel, Color: Beige/Brown |
| 1 | GUY CHADDOCK Country English High Dictionary table, 18" x 25" x 40", Finish English Walnut |
| 1 | 1,004 sq. yds. Pattern 65/2166 (688'x13'x1 1/4" Wide), Corridor Pattern |
| 1 | 435 sq. yds. Pattern 65/2154 (298'x 13 1/4" wide), Corridor Inserts |
| 1 | 732 lin. yds. Pattern 65/8286 (13 1/4" wide) Solid fill, Insert Border |
| 1 | 17 1/2 sq. yds. Palace Velvet (13' 1 1/4" wide), Color - V65 Clover, Insert Border |
| 52 | #5 Desk Chairs with arms. Solid maple construction throughtout. Eight-way, hand-tied coil spring seat construction. Rear legs to be tapered. Height: 39"x25"Wx26 1/2"D. Arm Height: 24 3/4", seat height: 18 3/4"H. Upholster all chairs in Ametex, Pattern: Wembley, Color: Coral. |
| 38 | Special Barstools-Solid Maple Frame, Mahogany stein, Lacquered finish Swivel mechanism end brass finished angle at top & front of each stretcher Size: 26" deep x 32" high, brown vinyl base. |
| 1 | Banquette - Section "A" 24' long with 2 stationary arms, 1 at each end, and 3 removeable arms. |
| 1 | Banquette "B" - 6' 11" L-no arms- unfinished outside back. |
| 1 | Banquette "C" 10'0" long finish upholstered outside back-no arms. |
| 1 | Angular Banquette "D" 8'x6'x8' - unfinished outside back, no arms. |
| | CUSTOM TABLE TOPS-fabricated from 1 1/2" thick, random width solid mahogany boards w/full nose edge, clear flat urethane finish. |
| 23 | Tops - 30" Diameter |
| 1 | Top - 30" x48" with 4 radius corners |
| 4 | Tops-18" x24" with 4 radius corners |
| 96 | Revised Tavern on Green Arm Chair - Solid Maple construction. Arm chair Approx. 25", to permit arm chairs to slide comfortably beneath dining table on which the base height is 28". |
| 4 | Units to be 6'0" COM per unit 13 1/4 yds. |
| 1 | Unit to be 6'0" COM required 15 3/4. |
| 2 | Units Banquettes (F&G) with each unit consisting of 4 Banquettes and Mahogany Vanner filler w/planter box 41"x41"x18"deep made of 26 gauge galvanized steel construction. COM required 90 yds. to be Maharem Mohair Supreme #451801, #32 Tyrian (Blue). |
| 2 | Units Banquettes (E) Combining Neiman & Marcus Style. 2'0"depth and Height 3' 3" + 6'6" x 2' x 9'6" x 3" with 1 arm each. COM to be KRAVET #3168-512 --26 1/2 yds. per unit. |
| | CHAIRMASTER'S TABLETOPS Style #395T 1 1/2" thick nova ply over upholstered in off-white vinyl. |
| 2 | TOPS 30" x 30" |
| 4 | TOPS 24" x 30" |
| 7 | TOPS 36" x 36" |
| 6 | TOPS 30" x 48" |
| 1 | TOP 30" x 54" |
| 5 | TOPS 36" square with 4 hinge flaps opening to 51" diameter. |
| 8 | 48" Diameter |

[Signature]
INITIALS

LESSEE: Annapolis Mall Hotel Limited Partnership
DBA/Ramada Inn

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| QTY. | DESCRIPTION |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | 240 sq. yds. Wunda Weave Carpet "Investments" #01538, Color: 05029Spruce |
| 210 | SVR-22H Shower Massage |
| 1 | 25 yds. Greoff Fabric #99930, Pattern: "Salida" Color: Nautral |
| 200 | Chevron Textured, Content: 56% Cotton, 44% Rayon |
| | 2 1/2"x5" Raised Gold Room numbers |
| 1 | 125 yds S. Harris Fabric, "Rutland", color: Mulberry, 54" wide, no repeat, content: 55% Wool, 45% Nylon, FR Finish, ScotchGuard Finish With Arcylic Backing, (L-4), mark for COM seats only, for chair #1058 and Stoll #2302, C.P.C. P/O #AN-2000 |
| 1 | 150 yds. (L-3), Donghia Fabrics #0405-15, "Magic Eye", Color: Magenta, Width: 51"W, Repeat: 4", Content: 100% Cotton |
| 64 | (L-1), Chair #1058, Wood Finish: Mahogan to Match enclosed sample from Lawson Design, C.O.M. - Inside/Outside backs only to be Donghia Fabric, #0405-15, "Magic Eye", color: Magenta, C.O.M. - Seats only - to be S. Harris "Rutland", Color: Mulberry |
| 32 | Barstool #2303, Wood Finish: Mahogany to Match LDC Sample enclosed, C.O.M., Seats Only to be S. Harris "Rutland", Color: Mulberry, (L-2), C.O.M. - Inside/ Outside Backs only to be Donghia Fabric #0405-15, "Magic Eye", Color: Magenta. |
| 2,908 | Yards of EMPRESS OF INDIA, Color #6910, Bombay beige. Content: 100% Cotton, 54" wide, 35 1/4" repeat. Finish: Scotchguard. Mark For: 1600 Yds/Overdrape & Cornice Fabric, 1308 Yds/Coverlets Green Scheme |
| 2,800 | Yards, Pattern: MATINEE, Color: Compote. 54" wide, 27" vertical repeat, content 100% cotton. Colors Vat Dyed. Scotchguard Finish. Mark For: 1400 Yds/Overdrape & Cornice fabric, 1400 yds/Coverlet Fabric, Beige Scheme. |
| 923 | Yards, Pattern: CARRINGTON, COLOR: Seamist. 54" wide. Content 63% cotton, 37% Spun Rayon. Finish: Scotchguard. Mark For: Com for Lounge Chairs, Wing Chairs, & Sofa Beds in Beige Scheme. |
| 505 | Yards, Pattern: POMPEII, Color: Petal. 54" wide, content 100% cotton. Finish: Scotchguard. Mark For: Dust Ruffle/ Flounce Fabric Beige Scheme |
| 1,162 | Yards, Quality HERMES VELVET. Color: Custom green #617/A. 54" wide, content 100% cotton. Finish: Scotchguard. Mark for: Com for Lounge Chairs, Wing Chairs, & Sofa Beds/ Green Scheme. |
| 476 | Yards, Pattern: WEMBLEY, Color: Coral. 54" wide, 13 1/4" repeat, finish: Scotchguard. Content: 51% spun rayon, 49% cotton. Mark For: 238 Yds/Com Desk Chairs/Beige Scheme 238 Yds/Com Desk Chairs/Green Scheme |
| 210 | White Le Mans Shower Curtain with 6" liner & hooks. |


INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

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LEASE NUMBER: 15373

| QTY. | DESCRIPTION |
|------|----------------------------------------------------------------------------------------------------------------------------------------|
| 1 | E.D.I. Liquor Control System shown in Bar area, Item #3 |
| 1 | Start-up and 1 year service for Kold Draft Flaker (item #17) and (6) Kold Draft Cubers (item #18) |
| 1 | T&S B-1403 Hose reel, (1) RK-1 mixing valve, (1)RK-4 vacuum breaker, (2) BCVV check valve, includes 35' hose |
| 1 | Caddy Corporation of America Hot food cabinet with 2 folding workshel one on each side (part #A-91) |
| 1 | Victory #DRS 2D56 PTHD 2 Section refrigerator with sliding glass door top both sides, solid bottom, 1 side solid doors bottom other si |
| 3 | EDI Liquor Control Systems Inc. liquor dispensing guns, 6 brands to include all necessary components. Incl. in B003 |
| 1 | EDI Liquor Control Systems Inc. liquor dispensing gun, 120/1.0 6 bran to include all necessary components included in B003 |
| 4 | Bar Mix #936 Blender |
| 1 | Blender 909 |
| 1 | Hobart Corporation 9" vegetable slicer w/plate, plate holder assembly and 3/16" shredder plate no. 12 HOB. |
| 1 | Hobart Corporation meat chopper, tinned finish, S/S pan #12 HUB |
| 2 | ID3 Toastmaster Commercial Div. 4 slot toaster, cord and plug |
| 1 | Stand Toastmaster Commercial Div. stand (1D3CS) for 2 toasters |
| 1 | Intermetro Industries Corp. Shelving for walk-in Freezer/Refrigerator, Metroseal, 4-tier, per drawings. |
| 1 | Bally Case & Cooler, Inc. Walk-in (7'9"x19'3"x8'6") |
| 1 | Super Erecta Intermetro Industries Corp. Liquor Storage Shelving 5-tier zinc, 86"H. Per Drawings |
| 1 | STR-554C Intermetro Industries Corp. Soda System Rack |
| 1 | Super Erecta Intermetro Industries Corp. Beer Keg Storage Shelving, S/S, 2-tier |
| 1 | Super Erecta Intermetro Industries Corp. Walk-in Shelving, 4-tier Metroseal, per drawings |
| 1 | WC258C Intermetro Industries Corp. Wine Storage Shelf, Chrome |
| 2 | RD 3N Intermetro Industries Corp. Mobile Racks |
| 3 | RF 23N Intermetro Industries Corp. Mobile Racks |
| 1 | Super Erecta Intermetro Industries Corp. Dry Storage Shelving, 5-tier zinc, 86"H. Per drawings |
| 2 | MHP53-C Intermetro Industries Corp. Dry Storage Dunnage Racks Chrome Finish |
| 1 | PR36ES Intermetro Industries Corp. S/S Pot Storage Shelving (mobile) |
| 2 | D2020N Intermetro Industries Corp. Dish Rack Carts. |
| 4 | D2020N Intermetro Industries Corp. Cup and Glass Rack Dolly |
| 1 | Gill Manufacturing, Inc. Lid for Salad and Dessert Counter for Item #137 |
| 1 | D2020N Intermetro Industries Corp. Ice Cream Dish Rack Dolly |
| 1 | 7844L Vulcan Hart Corporation Broiler With Upper Au Gratin Oven and Lower Storage Cabinet Flu Defector and Pressure Regulator |



LESSOR: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15373

543 92

LEASE DATE: 10/18/89

| QTY. | DESCRIPTION |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | 30 yds (B-8-A) Kravet Fabric "Jeanette-9", 54" wide, 100% cotton, repeat-12 1/2" |
| 1 | 18 yds (B-3A) Maharem Fabric #M400101 Nylon Bramble, width-54", color #09, no repeat, content: 100% Nylon, Scotch Guard Finish, reserve #38214 |
| 1 | 179 yds (ML-4) Payne fabric chanel #30133, color: beaver, width-52", content: 100% cotton, no repeat |
| 8 | Item #12, Frederick Cooper Lamps #5592 Height 27" red maple design 'Kinkoi' Porcelain, Hand sewn gathered beige fabric shade-7"x19"x13" |
| 8 | Item #9, Monoforms #75056, Color: #48 - Elm Burl, Size: 24" Dia. x 21"H |
| 2 | Item #10, Monoform #75050, Color: #48 Elm Burl, Size: 18" dia. x 12"H |
| 2 | Item #11, Kaysionals #77052, Color: #48-Elm Burl, Size: 30"x24"x21" |
| 1 | #74 Table-with 1/2" clear glass top. Size: 31"Wx16"Dx18"H |
| 4 | #NP-3 Side table round base. Top 24" Dia. x 21"H/Bottom 26" dia. Table base only-qty. 4 |
| 6 | #4748 Chairs Wood finish: Mahogany, Foam padded spring seat. Foam padded back with exposed continuous bent plywood arms and back bow. (ML-5). Chairs upholstered in C.O.M. fabric from Brunswick & Fils, Bondy Texture #68546 Color: Rust & Beige |
| 1 | 18 yds (ML-6) Brunswick & Fils fabric "Bondy Texture", #6854601, Color: Rust and Beige, Width: 50"W, Content: 77% Flax, 23% Cotton, Repeat: 3/4" |
| 1 | 53 yds of Kravet Fabric #3168-512, Item Number: R-8 |
| 1 | 160 yds of Maharem Mohair supreme, #451801, Color: Tyrian (blue) #32. Sidemar 70 yds/COM 5 sofa units/item #R-4 & 4A, 90 yds/COM 2 Banquettes/Item #R-6. |
| 1 | Chelsea House Painting #5001, "Fruit Still Life". Size: 4'x3'. Item #R-23 |
| 1 | 216 yds of Bailey & Griffins fabric #06910, Pattern: Norwood Cloth, 54" wide, Color: Red. Item #R-2. |
| 2 | Brass Cabinets #066-737. Currently on D.C. Design Center Floor. Item #R-21. |
| 9 | Architectural Supplements planters #45443 drum finish: Polished Brass (#93), Dia., 7"H, for lounge. |
| 11 | #N-1336 (L-16) Light Fixtures, 22 1/2" dia. x 11" high |
| 6 | #158/Z/5 (L-15) Lamps. |
| 1 | 103 yds. Jab Fabrice "Bengael" #2922-177, 49" wide, no repeat, (L-10), Content 60% Silk, 40% Cotton |

MS
INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15373

543 93

| <u>QTY.</u> | <u>DESCRIPTION</u> |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| 138 | #2 Desk Chairs. (changed from #5) Solid maple construction throughout. Eight-way, hand-tied, coil spring seat construction. Rear legs to be tapered. |
| 190 | #T-112 Table, 19" diameter x 21" high. Finish: polished brass baked enamel. Top: 1/4" clear annealed tempered glass |
| 6,174 | Square yards of carpet. Quality 7230. Color: custom green, for guestrooms. |
| 550 | Square yards Harbinger Carpet. Quality: 5th Avenue Color: 555 Macy's Width: 120" |
| 330 | Yards for Restaurant. Quality: Couristan Royalax Axminster Old # #1221-21 New # #1321-472 |
| 70 | Yards of Kravet Fabric "Jeannette 9" to be finish with a NFPA 701 finish for flame proofing. For Boardroom area |
| 1 | Containers Section A |
| 1 | Containers Section B |
| 1 | Containers Section C |

LOBBY AREA

| | |
|---|-------------------|
| 5 | Ceramic taupe 16" |
| 1 | Ceramic taupe 8" |

POOL AREA

| | |
|---|---------------------|
| 6 | Clay rolled rim 24" |
| 6 | Saucers 16" |
| 6 | Clay rolled rim 20" |
| 6 | Saucers 20" |

LOUNGE AREA

| | |
|----|------------------------------------|
| 3 | Ceramic beige 14" |
| 3 | Chinese Porcelain fish bowls |
| 30 | Brass hanging containers, hardware |

RESTAURANT AREA

| | |
|---|------------------------------------|
| 2 | White willow branches |
| 2 | Chinese Porcelain vases |
| 2 | Chinese hand painted pedestals 42" |
| 2 | Ceramic burgandy 12" |
| 2 | Chinese Porcelain bowls |
| | Silks for above |
| 1 | Chinese Porcelain container 16" |
| 1 | Chinese Porcelain container 14" |
| | Dried arrangement for above |

| | |
|---|-------------------------------|
| 1 | 12x115 feet Bermans, Ex Manor |
|---|-------------------------------|

AS
INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

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LEASE NUMBER: 15378

| QTY. | DESCRIPTION |
|------|----------------------------------------------------------------|
| 1 | 153 1/3 Square Yards Color 81701 Bronco Brown 42oz. nylon pile |
| 3 | Time Clocks, Stromberg #2000, bi-weekly, 100th of hr. |
| 1 | Time Stamp #250 (3 ribbons free) |
| 1 | Plate for Above..... Ramada Inn, Annapolis, Maryland |
| 7 | Time Card Racks, 25 pockets |
| 1 | Safemasters XX12345XX1130 Gardall SC1120 |
| 1 | Safemasters XX123456XX316 Gardall RC12228 |
| 57 | 55-164-2Y Chath 4/6 WMHDBD Mahogany BLKT |
| 63 | 55-514-6Y Chath 4DBL Lowboy Mah BLKT |
| 7 | 55-019-0Y Chath 30x23x19 TV TBL MAH BLKT |
| 93 | 55-531-3Y Chath 1DWR FSNIGHTSTD MAH BLKT |
| 113 | 55-030-0M1Y MOD TBL 27x17x23 MAH BLKT |
| 60 | 55-055-4Y Chath 1DWR Desk/TBL UPB M BLKT |

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LESSOR: Leasing Systems, Inc.

BY: [Signature]

BY: [Signature]

TITLE: General Partner

TITLE: President

DATE: 10/2/85

DATE: 10/24/85



LEASING SYSTEMS INC.
 1413 K St., N.W. Suite 1200
 Washington, D.C. 20006 Telephone: (202) 872-0333

LEASE # : Always Refer To
15376

NAME AND ADDRESS OF LESSEE
Annapolis Mall Hotel Limited Partnership
DBA/Ramada Inn
173 Jennifer Road
Annapolis, MD 21401

NAME AND ADDRESS OF SUPPLIER
Various

BOOK **543** PAGE **95**

CHECK ONE) CORPORATION **Ltd.** PARTNERSHIP PROPRIETORSHIP NON-PROFIT CORPORATION Tax Exempt #

NAME OF PERSON TO CONTACT **Mr. Lester Shor or Mr. Steve Book** **261-8079** SUPPLIER'S SALESPERSON (Phone #)

| QUANTITY | DESCRIPTION: MODEL NO., CATALOG NO., SERIAL NO., OR OTHER IDENTIFICATION | PRICE |
|----------|--------------------------------------------------------------------------|-----------------|
| | See Schedule "A" attached hereto and made part hereof. | \$1,292,358.73 |
| | TOTAL LIST | \$ 1,292,358.83 |
| | TRANSPORTATION (If Any) | \$ |
| | SALES TAX (If Applicable) | \$ |
| | OTHER | \$ |

LOCATION OF EQUIPMENT STREET ADDRESS **same as above** TOTAL COST \$ **1,292,358.73**

| LEASE PAYMENT | PAYMENTS WILL BE MADE: | EFFECTIVE DATE OF LEASE | INITIAL TERM OF LEASE (# Months) | NO OF LEASE PAYMENTS | LESSEE'S DEPOSIT |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------|----------------------------------|----------------------|---------------------------------------------------|
| \$31,016.61 | Quarterly _____ Annually _____ Monthly <input checked="" type="checkbox"/> | 12/3/85 | 60 | 60 | 1st Months Rent \$ 0.0 Security Deposit \$ 0.0 |
| USE TAX <input checked="" type="checkbox"/> IF APPLICABLE 1,550.83 | | | | | |
| TOTAL PAYMENT \$32,567.44 | | | | | |

ADDITIONAL PROVISIONS
 (None Unless Herein Set Forth)
All rights to the Investment Tax Credit are waived to the LESSEE.

ADDENDUM Yes No If yes: **IRS Addendum**
 Describe: **Personal Guarantees**

TERMS AND CONDITIONS OF LEASE

- LEASE.** LESSOR hereby leases to LESSEE and LESSEE hereby hires and takes from LESSOR, the personal property set forth on the Equipment Schedule above with all replacement parts, additions, accessories incorporated therein and/or affixed thereto, hereinafter referred to as Equipment.
- NO ABATEMENT OR OFFSET.** LESSEE agrees that the sums payable by the LESSEE to the LESSOR under any provisions of this lease shall not be subject to any setoff, counter claim, diminution, deduction or defense whatsoever.
- RENTALS.** During the original term hereof, LESSEE hereby agrees to pay LESSOR as rental of the Equipment the amounts specified above as monthly or other calendar period rental multiplied by the number of months or periods specified above. The first rental payment shall be made on the effective date as set forth above. In the event the effective date is omitted when the Lease is executed by the LESSEE, the LESSOR shall insert the effective date of this Lease which shall be the expected date of delivery of Equipment. Subsequent monthly or other period rental payments shall be due on the same day of subsequent months or other calendar periods, beginning **12/3/85**. All payments shall be made at the office of the LESSOR at 11634 Bolling Brook Place, Rockville, MD 20852, or as otherwise directed by the LESSOR in writing.
- SELECTION OF EQUIPMENT.** LESSEE has requested equipment of the type and quantity specified above and has selected the supplier named above. 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 if delivered in good repair, 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 the validity of this lease.
- NO WARRANTIES BY LESSOR.** LESSOR, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, it being agreed that the equipment is leased AS IS. LESSEE accordingly agrees not to assert any claim whatsoever against the LESSOR based thereon including without limitation a claim for loss of anticipatory profits or consequential damages. LESSOR hereby assigns and transfers to LESSEE during the time that this lease is in effect, whatever claims and rights LESSOR may have against the Seller or Manufacturer of the equipment. LESSOR shall have no obligation to install, erect, test, adjust or service the equipment. LESSEE agrees, at its own cost and expense, (a) to pay all shipping charges and other expenses incurred in connection with the shipment of the equipment by the Seller to the LESSEE; (b) to pay charges and expenses in connection with the operation of each item of equipment; (c) to comply with all governmental laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the equipment.

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

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE PART THEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ.

IN WITNESS WHEREOF THE LESSEE HAS HEREBY EXECUTED THIS NON-CANCELLABLE LEASE THIS **25th** DAY OF **July**, 19 **85**
Annapolis Mall Hotel Limited Partnership
DBA/Ramada Inn (LESSEE)

ACCEPTED **12/3** 19 **85**
 LEASING SYSTEMS INC. LESSOR
 By *[Signature]*
 Title **President**

Legal Name of Individual, Corporation or Partnership
 Signed By: *[Signature]*
 Title: **General Partner**
 (Indicate Corp. Officer, Gen. Part., Owner, etc.)

6. SECURITY DEPOSIT. At the LESSOR'S option, any security deposit made hereunder may be applied by LESSOR to cure any default of LESSEE in which event LESSEE shall promptly restore the security deposit to its full amount as set forth above. IF ALL THE CONDITIONS HEREIN ARE FULLY COMPLIED WITH, THE SECURITY DEPOSIT SHALL BE REFUNDED TO THE LESSEE WITHIN 30 DAYS AFTER THE RETURN OF THE EQUIPMENT TO THE LESSOR AT THE TERMINATION OF THE ORIGINAL TERM HEREOF OR OF ANY RENEWAL TERM.

7. TERM AND RENEWAL. The original term of this Lease shall commence on the effective date as set forth above and shall terminate upon the expiration of the number of months, or other calendar periods, set forth above from said date. Provided LESSEE has carried out all the terms and conditions of this Lease on LESSEE'S part to be kept and performed, LESSEE shall have the option to renew this Lease for additional periods of one year each, beginning the day following the date of termination of the original term of this Lease and ending one year thereafter. Rentals during any such yearly renewal period shall be as indicated above and shall be payable in advance.

During any such renewal period, all of the provisions of this Lease shall govern except original term rental rates. Notice in writing of renewal shall be addressed to LESSOR at least 60 days in advance of the expiration of the original term hereof or of any subsequent renewal term.

8. DELIVERY AND RISK OF LOSS. Unless otherwise agreed, delivery shall occur when LESSEE receives the equipment, and risk of loss shall pass to LESSEE at that time and place.

9. EQUIPMENT AND LIABILITY. LESSOR shall not be liable to LESSEE for any loss, damage or expense of any kind or nature, caused directly or indirectly by any Equipment leased hereunder or the use or maintenance thereof, the repair, servicing or adjustment thereof, or for any delay or failure to provide any thereof, any interruption of service or loss of use of the Equipment, or for any loss of business or damage whatsoever and however caused.

10. ERRORS IN ESTIMATED COST. As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the Equipment to LESSEE, including taxes, transportation charges and other charges. The amount of each rent payment, the security deposit, and the renewal rental initially set forth above are based on the total cost initially set forth, which is an estimate, and each shall be adjusted proportionally if the actual cost of the Equipment differs from said estimate. LESSEE hereby authorizes LESSOR to correct the figures set forth above when the actual cost is known, and to add to the amount of each rent payment any sales or other tax that may be imposed on or measured by rent payments. If the actual cost of the Equipment differs from the estimated cost by more than ten per cent (10%) thereof, however, either party at its option may terminate this Lease by giving written notice to the other party within fifteen (15) days after receiving notice of the actual cost of the corrected rent.

11. PLACE OF USE. LESSEE shall keep the Equipment at its place of business as specified above. LESSEE covenants and agrees not to allow the use of the Equipment by other than the employees in the LESSEE, and covenants and agrees not to rent or sublet the Equipment or any part thereof to others for their own use.

12. USE AND RETURN OF EQUIPMENT. The LESSEE shall exercise due and proper care in the use, repair and servicing of the equipment and at all times and at its expense shall keep and maintain the leased property in good working condition, order, and repair. The LESSEE shall make no alteration to the leased property without the prior written consent of the LESSOR. Upon the expiration or termination of this Lease, LESSEE at its sole expense shall promptly and properly pack and return the equipment to LESSOR, at such place designated by LESSOR within the Continental United States, in the same condition as when received by LESSEE, (reasonable wear and tear alone excepted). All replacement parts, additions and accessories incorporated in or affixed to the Equipment after the commencement of this Lease shall become the property of LESSOR.

13. INSURANCE. LESSEE shall keep the Equipment insured for the full insurable value against fire, those risks included in any standard extended coverage clause, and theft, with long-term loss payable endorsement to LESSOR and its assigns as their interests may appear. All insurance shall protect both LESSOR and LESSEE and shall be written by Companies licensed to write insurance and in good standing in the State or Jurisdiction of the location and shall not be cancellable without thirty (30) days prior written notice to LESSOR. LESSEE shall notify LESSOR promptly of any loss or damage to the equipment. The proceeds of such insurance shall be applied, at the option of the LESSOR, (a) towards the replacement, restoration or repair of equipment which may be lost, stolen, destroyed or damaged or (b) toward the obligations of LESSEE for rent hereunder. In the event the LESSOR elects to apply insurance proceeds to the repair or to the replacement of the damaged equipment, this lease shall continue in full force and effect. In the event the LESSOR elects to apply insurance proceeds to the payment of LESSEE'S obligations for rent hereunder, the LESSEE'S obligations for the rent hereunder shall be reduced by the amount of such insurance proceeds, but the LESSEE shall be liable for any additional rents due. Such reduction of rents shall be allocated solely to the item or items lost, stolen, damaged or destroyed. If LESSEE fails to procure or maintain said insurance, LESSOR shall have the right, but shall not be obligated, to effect such insurance. In that event, LESSEE shall repay to LESSOR the cost thereof with the next payment of rent. In addition, LESSEE agrees to provide, pay for and maintain public liability and property damage insurance primary as to other insurance protecting the interests of LESSOR and LESSEE against liability for damages for personal injury or death caused by the equipment to the extent of Three Hundred Thousand Dollars (\$300,000.00) for each person and Five Hundred Thousand Dollars (\$500,000.00) for each accident, and Fifty Thousand Dollars (\$50,000.00) for property damage in each accident. LESSEE shall furnish to LESSOR current certificates of insurance evidencing compliance with all of the above insurance requirements.

14. TAXES. LESSOR shall prepare and file personal property tax returns on behalf of LESSEE. The LESSEE shall pay all taxes and assessments (and interest and penalties, if any, thereon) which may be levied, directly or indirectly, against the Equipment or any interest therein or with respect to the ownership, possession or use thereof, whether such taxes are levied against the LESSOR or the LESSEE. Such taxes to be paid by the LESSEE shall include, without limitation, property, sales, rent, lease and use taxes and any other tax measured by the gross rent payable hereunder, but shall not include net income or franchise taxes payable by the LESSOR. If such taxes are levied against the LESSOR, it shall notify the LESSEE of such fact. The LESSOR shall have the right, but not the obligation, to pay any such taxes, whether levied against the LESSOR or the LESSEE. In such event the LESSEE shall reimburse the LESSOR therefor within five days after receipt of the invoice and for the failure to make such reimbursement when due the LESSOR shall have all remedies provided herein with respect to the nonpayment of the rental hereunder.

15. OWNERSHIP. All said Equipment shall remain personal property and the title therein shall remain in the LESSOR, exclusively. LESSEE shall keep the Equipment free from any and all liens and encumbrances. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting the Equipment and shall indemnify and save LESSOR harmless from any loss or damage caused thereby, including costs and reasonable attorney fees.

16. FILING. LESSEE hereby authorizes LESSOR to file this Lease, any financing statements or security agreements with respect to the Equipment or any collateral provided by LESSEE to LESSOR prior to or following LESSOR'S acceptance of this Lease. In any state of the United States, LESSEE further authorizes LESSOR to file such Lease, financing statement or security agreement and, as LESSEE'S attorney in fact, to execute on behalf of LESSEE any such financing statement or security agreement. LESSEE shall execute such supplemental instruments and financing statements if LESSOR deems such to be necessary or advisable and shall otherwise cooperate to defend the title of the LESSOR by filing or otherwise.

17. RIGHT OF INSPECTION. The LESSOR, its agents, dealers, and representatives, shall have the right at any time during usual business hours to inspect the Equipment and for that purpose to have access to the location of the Equipment.

18. NON-WAIVER. LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions hereof shall not waive or diminish LESSOR'S right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. LESSOR'S rights hereunder are cumulative and not alternative.

19. POSSESSION. LESSOR covenants to and with LESSEE that LESSOR is the lawful owner of said Equipment free from all encumbrances, and that, conditioned upon LESSEE performing the conditions hereof, LESSEE shall peacefully and quietly hold, and use the Equipment during said term without hindrance.

20. DEFAULT. An event of default shall occur if: (a) LESSEE fails to pay when due an installment of rent; (b) LESSEE shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder; (c) LESSEE ceases doing business as a concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law, regulation or files an answer admitting the material allegations of a petition filed against it in a such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator; (d) it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take a action looking to its dissolution or liquidation; (e) within 60 days after the appointment with LESSEE'S consent or acquiescence of any trustee, receiver or liquidator of it or of all or a substantial part of its assets and properties, such appointment shall not be vacated, or (f) LESSEE attempts to remove, sell, transfer, encumber, part with possession or sublet the equipment or a item thereof.

21. REMEDIES. Upon LESSEE'S default, the rights and duties of the parties shall be as set forth in this Paragraph 21.

(a) Acceleration. LESSOR may revoke LESSEE'S privilege of paying the total rent in installments and, upon LESSOR'S demand, the portion of the total rent then remaining unpaid plus other sums due and unpaid shall promptly be paid to LESSOR.

(b) Retaking. At LESSOR'S option, LESSOR may demand and LESSEE must promptly deliver the equipment to LESSOR in accordance with Paragraph 12. If LESSEE does not so deliver the equipment, LESSOR shall make the equipment available for retaking and authorize LESSOR, its employee and nominee to enter the premises of the LESSEE and other premises (insofar as LESSEE or permit for the purpose of retaking. LESSOR shall not be obligated to give notice or to obtain legal process for retaking. In the event of retaking LESSEE expressly waives all rights in possession or all claims for injuries suffered through or loss caused by retaking.

(c) Disposition. LESSOR may sell at public or private sale, or release the equipment to LESSEE agree to pay any deficiency resulting from the sale or releasing of the equipment. To the extent of LESSEE'S liability, all proceeds of the sale or releasing, or both less all expenses incurred in retaking the goods, all expenses incurred in the enforcement of this lease, all damages to the LESSOR shall have sustained by reason of LESSEE'S default including those incurred by Seller obtaining a deficiency judgment, an amount equal to ten percent (10%) of the actual cost LESSOR of the equipment sold and a reasonable attorney fee, shall be credited to LESSEE as a when received by LESSOR. Sums in excess of LESSEE'S liability shall belong to LESSOR.

(d) Unpaid Rent. The provisions of this Paragraph shall not prejudice LESSOR'S right to recover or prove damages for unpaid rent accrued prior to default.

22. ASSIGNMENTS. Neither this Lease or the LESSEE'S rights hereunder shall be assignable by the LESSEE herein except with LESSOR'S written consent. LESSOR shall have the right to assign this Lease or any part thereof. If LESSOR assigns the rents reserved herein or all or any of the LESSOR'S other rights hereunder, or amounts equal thereto, the right of the Assignee to receive the rentals as well as any other right of the Assignee shall not be subject to any defense, setoff, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. Rentals due hereunder shall be payable to Assignee by LESSEE whether or not this Lease terminated by operation of law or otherwise including without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. On receipt of notification of such assignment, LESSEE, subject to its rights hereunder, shall become the pledgeholder of the Equipment for and on behalf of the Assignee and will relinquish possession thereof only to the Assignee or pursuant to its written order. LESSEE, on receiving notice of any such assignment shall abide thereby and make payments as may therein be directed. Following such assignment the term "LESSOR" shall be deemed to include or refer to LESSOR'S Assignee, provided that such Assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall look only to LESSOR for performance thereof.

23. BINDING EFFECT. This lease and every part thereof, shall be binding upon the LESSEE, and upon the heirs, legal representatives, successors and assigns of the LESSEE, and shall inure to the benefit of the LESSOR, its successors, legal representatives and assigns.

24. INDEMNITY. LESSEE agrees that LESSOR shall not be liable to LESSEE for, an LESSEE shall indemnify and save LESSOR harmless from and against any and all liability, loss, damage, expense, causes of action, suits, claims or judgments arising from or caused directly or indirectly by: (a) LESSEE'S failure to promptly perform any of its obligations under the provisions of Paragraphs 5, 14, 15 of this lease or (b) injury to person or property resulting from or based upon the actual or alleged use, operation, delivery or transportation of any or all of the equipment or its location or condition, or (c) inadequacy of the equipment, or any part thereof, for any purpose or an deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business.

25. RISK OF LOSS. LESSEE hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the Equipment from any cause whatsoever and no loss, theft, damage or destruction of Equipment shall relieve LESSEE of the obligation to pay rent or any other obligation of this Lease and this Lease shall remain in full force and effect. LESSEE shall promptly notify LESSOR in writing of any such loss, theft, damage or destruction of the Equipment. In the event of damage of any kind whatever to any item of Equipment (unless the same is damaged beyond repair) LESSEE, at the option of LESSOR, shall at LESSEE'S expense (a) place the same in good repair, condition and working order, or (b) replace the same with the Equipment of the same or later model in good repair, condition and working order. If the Equipment, or any item thereof is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor an amount equal to the aggregate amount of unpaid total rent for the balance of the term of the Lease, or the amount of the unpaid total rent allocated to the item or items involved, as the case may be, plus an amount equal to ten percent (10%) of the actual cost of said item. Upon such payment this Lease shall terminate with respect to the Equipment or items thereof so paid for, and LESSEE thereupon shall become entitled thereto as to where is, without warranty, express or implied, with respect to any matter whatsoever.

26. MISCELLANEOUS. All notices relating hereto shall be mailed to LESSOR or LESSEE at its respective address above shown or at any later address last known to the sender. This Lease is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of LESSEE'S right of possession and/or the taking of possession by LESSOR or for any other reason. If more than one LESSEE is named in this Lease, the liability of each shall be joint and several.

27. ADDITIONAL PAYMENTS AND LABELS. DELINQUENT INSTALLMENTS OF RENTAL SHALL BEAR INTEREST AT 5% PER MONTH OR THE HIGHEST LAWFUL RATE, WHICHEVER IS LESS. If LESSOR supplies LESSEE with labels, LESSEE shall label any and all items of Equipment and shall keep the same affixed in a prominent place. Labels shall bear the legend "PROPERTY OF LESSOR". In the event this lease is placed in the hands of an attorney to recover any monies due and to become due hereunder and for the possession of the equipment, LESSEE shall pay to LESSOR the sum of fifteen percent (15%) of the balance due hereunder, if permitted by law, as attorney's fees.

28. JURISDICTION. This agreement shall be deemed to have been made and executed in Montgomery County, Maryland, regardless of the order in which the signatures of the parties shall be affixed hereto, and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Maryland.

29. SEVERABILITY. If any provision hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the manifest intent hereof.

30. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties. No supplier or agent thereof is authorized to bind LESSOR or to waive or modify any term hereof. No waiver by LESSOR of any provision hereof shall constitute a waiver of any other matter.

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 3

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| <u>QTY.</u> | <u>DESCRIPTION</u> |
|-------------|-------------------------------------------------------------------------------------------------------------|
| 6 | MT 9064 Bar Stools finish: #013 Dark Tobacco, seat height: 29", for Living Room Suites floors 4,5,6 |
| 8 | panels, 7'6" inches high x 35 1/2 inch wide, fabric required 25 1/y, for Lobby - Reception back wall |
| 5 | panels, 9 ft. high x 36 inches wide for Conference Room elevation A |
| 6 | panels, 9 ft. high x 36 inches wide for Conference Room elevation B fabric required 40 1/y |
| 8 | panels 8 ft. high x 42 inches wide for Meeting Rooms elevation 2 |
| 4 | panels, 8 ft. high x 42 inches wide for Meeting Rooms elevation 4 |
| 4 | panels 3 ft. high x 42 inches wide for Meeting Rooms elevation 4 |
| 1 | Conference Cabinets 4 doors sides/micore filler, fabric required 60 1/y |
| 4 | panels center seamed 8'6" high x 7'6" wide (Elevation 1) |
| 2 | panels center seamed 8'6"H x 5'W (Elevation 2) |
| 1 | panel center seamed 8'6"H x 6'W (Elevation 2) |
| 1 | panel center seamed 8'6"H x 7'6"W (Elevation 2) |
| 2 | header panels center seamed 1'H x 6'W (Elevation 2) |
| 4 | header panels 1'H x 3'W (Elevation 3) |
| 1 | header panel center seamed 1'H x 6'W (Elevation 3) |
| 3 | panels center seamed 8'6"H x 7'W (Elevation 4) |
| 2 | panels center seamed 8'6"H x 5'6"W (Elevation 5) |
| 1 | header panel 1'H x 4'W (Elevation 5) |
| 1 | header panel center seamed 1'H x 5'6"W (Elevation 5) |
| 5 | panels 8'6"H x 2'6"W (Elevation 6) |
| 1 | panel 8'6"H x 3'6"W (Elevation 6) |
| 1 | panel center seamed 8'6"H x 5'6"W (Elevation 6) |
| 3 | panels center seamed 8'6"H x 7'W (Elevation 7) |
| 2 | panels center seamed 8'6"H x 7'6"W (Elevation 7) |
| 1 | header panel 1'6"H x 3' (Elevation 7) |
| 1 | Coromandel Screen #325-731/Red Ground "Foo Dogs", 7'4" panel x 22 1/2" |
| 1 | #1533 fish table base w/40" diameter highly polished edge glass, table top 3/4" thick |
| 33 | Arthur Court Assorted Shells and Minerals |
| 1 | 30"H x 36"L x 15"W Mevamar #S-3-22G table |
| 1 | 38" brass mirror/clear |
| 1 | Carack Hostess Lamp #2547 |
| 2 | 4'x6' Oriental Rugs/Style #9909 rust, style #9910 red, BOKHARA |
| 1 | Custom mirror w/Leda and Swan sandblasted on gray/auze 72"Wx36"H |
| 13 | framed images/double matted w/Framica frames |
| 2 | 38" square mirrors in Framicia #061/light gray |
| 12 | Custom lights to illuminate plants in planters; found 5 1/2" diameter, 9 1/2" hieght, color: black |
| 8 | Sconces to illuminate hallway/Gitlin light #3008/10"Wx11"Hx7"D 100 watts/up and down light, color: black |
| 3 | king size headboards #041-554 - "Avenues" finish, for Suite Bedrooms floors 4,5,6 |
| 4 | nite stands #041-620 "Avenues" finish, size: 27"x17"x22 1/2", for Suite bedrooms, floors 4,5 |
| 2 | nite stands #041-610 "Avenues" finish, size: 20"Dx25"H, for suite bedrooms floor 6 |

INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

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LEASE NUMBER:

| <u>QTY.</u> | <u>DESCRIPTION</u> |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | dressers #041-130 6 drawers "Avenues" finish, size: 75"x20"x32" bedroom suites floors 4,5,6 |
| 3 | side tables #584-345 "Etcetera" line. finish: Chamois Lacquer size: 22 1/2"Dx24H. for Suite bedrooms floors 4,5,6 |
| 614 | end tables #046-301 Chamois Lacquer Finish, size: 22 1/2"x26 1/2"x24", for living room suites floors 2,3,4,5,6 |
| 7 | cocktail tables #046-101 Chamois Lacquer finish, size: 46"x32"x16" for living room suites floors 2,3,4,5,6 |
| 6 | Feldman ligh fixtures - hi tech 3 style #7909 polished brass finish |
| 1 | 40 square yards of Wunda Weve Carpet "Investments" #01538 color: 05029 Spruce |
| 720 | Ametex Contract Fabrics, #018722 Solitaire Willow |
| 4 | style #7140 tablebases 4"diameter columns o/a height 40 3/4" color: brown enamel finish. tables are to have wagon wheel foot rest including wrench and por rock. |
| 62 | 55-055-4Y CHAT 1DWR desk/tbl. UFB M BLKT |
| 44 | 55-514-6Y Chat 4DWR DBL Lowboy MAH BLKT |
| 118 | 55-531-3Y CHATH DWR FSNIGHTSTD MAH BLKT |
| 48 | 55-055-4Y CHATH Desk/TBL UFB M BLKT |
| 64 | 55-514-6Y CHATH 4DWR DBL Lowboy MAH BLKT |
| 13 | 55-019-0Y CHATH 30x23x19 IV TBL MAH BLKT |
| 50 | 55-531-3Y CHATH 1DWR FSNIGHTSTD MAH BLKT |
| 27 | 55-030-OM1Y 27x17x23 MAH BLKT |
| 6 | #5515 blue and white porc. 1/s w/blot down assembly |
| 2 | #5627 Peony Arabesque on dark blue s/s restaurant lamps |
| 1 | #023218 Pompeii petal tag dustruffle flounce, tag fabric, beige scheme. Ametex Contract Fabrics |
| 1 | 1,548 square yard #022795 Matinee Compote |
| 1 | 1,600 yards #022795 Matinee Compote overdrape and cornice fabric Ametex Contract Fabrics |
| 1 | 70 yards of Kravet pattern Jeanette - #9 |
| 2 | #3816 38" blue vases |
| 2 | #CF027 low wood stands |
| 2 | #30470 22" yellow and orange fishbowls with stands |
| 1 | #30133 Beaver Chanel, RG*Avail, Roll #3 =57, 4 =51, Payne Fabrics |
| 1 | Micros 4527HM Front Desk System w/remote Hskp. printing network |
| 1 | Micros MCAS 1000 Telephone call accounting system fully interfaced and communicating with the micros front desk. |
| 7 | Micros 473A/32K/113 fully intercommunicating and wired to separate printer network w/2 printers and controller fully interfaced to the front desk micro system |

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 5075

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| <u>QTY.</u> | <u>DESCRIPTION</u> |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 600 | stacking chairs #5140. upholster in Newport #10 smoke, 100% nylon Frame finish - goldtone epoxy |
| 6 | #53 hand trucks for transporting above stacking chairs |
| 60 | 100 Series Folding Tables - beige epoxy finish on frames, sheltex tops, brown VBM edge, 60" diameter tables |
| 6 | #92 trucks to transport above 60" rd. tables |
| 30 | 72" diameter tables |
| 3 | #93 trucks to transport above 72" rd. tables |
| 175 | 18"x72" tables |
| 10 | 48"x30" tables |
| 6 | Ring Tables - outside diameter 180" - 1/6th full circle |
| 10 | #91 trucks to transport rectangular tables |
| 1 | Sofa 80"L x32"Dx30"H with reversible seat and back cushions - 3 each |
| 6 | Sofas 56"x32"Dx30"H with reversible seat and back cushions - 2 each |
| 13 | Chairs 32"x32"Wx30"H All above pieces to be upholstered in C.O.M. Payne Fabric Chanel #30133, color: beaver |
| 3 | 42" diameter tops - clear glass 3/4" thick, with concave bevelled edge for Suites-floors 4,5,6 |
| 4 | 36"x26" clear glass tops 3/4" thick with 1" bevel edge having 25c radius corners, for Suites-Floors 2,3 |
| 27 | Desk lamps #143/4, 22 1/2" high, shade diameter 19" |
| 4 | 807/6 headboards - Rattan with woven cane drilled for standard king size bed frame |
| 4 | 801 double dresser - entire hardwood case covered with woven cane and trimmed in Rattan moulding. antiqued brass drawer pulls. size: 58"Wx 19"Dx29"H |
| 4 | 804G Mirrors - wood frame trimmed in woven cane and rattan size: 20"Wx42"H |
| 8 | 805 two door night stands - entire hardwood case covered with woven cane and trimmed in rattan moulding antiqued brass door and drawer pulls, size: 24"Wx16"Dx23"H |
| 4 | 505 CU occasional chairs - poly dacron back and poly dacron seat cushions to be upholstered in C.O.M. |
| 20 | Dresser mirrors - custom fabricate exactly as on Contract Purchasing Order #P-2005, dated 9-25-85, size: 52"x52" with 44"x44" overlay centered in height and width. |
| 95 | Mirrors, 30"Wx40"H o/a size. 1/2" thick plate with 3/4" bevel on glass. Frame style and dimensions as sample provided in Custom Celadon Laquer. Desk Mirrors/Beige Scheme Rooms |
| 95 | Mirrors, 30"Wx40"H o/a size. 1/2" thick plate with 3/4" bevel on glass. Frame style and dimensions as sample provided in Custom Sea Green Lacquer. Desk Mirrors/Green Scheme Rooms |
| 7 | MT-3012 table bases only - bamboo construction finish: Dark Tobacco #013 game tables, size: 28"x28"x28", Living Room Suites - game tables Floors 2,3,4,5,6 |
| 24 | MT 4020L chairs for game tables. finish: #013 Dark Tobacco, size: 22 1/2"Wx 25"Dx32"Hx18" seat height. C.O.M. for seat cushions TBA. Living Room Suites, Floors 2,3,4,5 game chairs: 4 per suite |
| 4 | NT 4016 chairs for game tables. finish: #013 Dark Tobacco, size: 22"Wx 24"x33 1/2"H, 26 1/2" arm height. Living Room Suite Floor 6 |

INITIAL

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15574

BOOK 543 100

| <u>QTY.</u> | <u>DESCRIPTION</u> |
|-------------|-------------------------------------------------------------------------------------------------------------|
| 5 | Bray and Scarff Sales, Inc. installation with water and drain within 6 feet of units |
| 5 | Bray and Scarff Sales, Inc. 1 year parts and labor warranty |
| 4 | Supreme Metal Fabricators, Inc. duchess series portable bar |
| 2 | Intermetro Industries Corp. Poker Chip Dolly |
| 1 | Intermetro Industries Corp. T17B40P Poker Chip Dolly |
| 2 | Intermetro Industries Corp. T17B24P Poker Chip Dolly |
| 5 | Intermetro Industries Corp. Poly covers for dollies |
| 16 | Intermetro Industries Corp. C-24 Sani Stack |
| 1 | Kelvinator Casters for ice cream cabinet |
| 1 | Gill Manufacturing, Inc. complete unit to mount on tilting kettle 2140 fisher |
| 1 | ATS Inc., B-200 double pantry faucet |
| 1 | ATS Inc., RK-6 bleeder |
| 1 | Johnson Crane Service, Inc. Truck and crane required 10/1/85 at the jobsite |
| 7 | Contract kitchen specialists U-line |
| 1 | (4) E.D.I. Liqour Systems, including installation |
| 5 | GTE Authorization Terminals |
| 1 | 5 drawer lateral file 36" putty |
| 1 | TOA 903 amplifier (Board Room) |
| 6 | 10 oz. coaxial loudspeakers |
| 2 | TOA rack spaces |
| 1 | 70122 volume control |
| 1 | Shure SM 57 microphone |
| 1 | wire and connectors |
| 4 | microphone clips |
| 4 | microphone stands |
| 4 | 25' cables |
| 1 | 50' wiremold 2000 base |
| 1 | 50' wiremold 2000 cover |
| 16 | wiremold 2000 outlets |
| 16 | outlets for neon |
| 1 | 500' black THHN |
| 1 | 500' red THHN |
| 1 | 500' blue THHN |
| 1 | 500' purple THHN |
| 1 | 500' white THHN |
| 1 | 150' 1/2 Greenfield, conduit, connection |
| 1 | Marble bartops out of 3/4" stock |
| 1 | 70 yards of Kravet Fabric "Jeannette-9", fabric for wall curtain Board Room area |
| 1 | 520 square yards of Hartex Contract carpet underpad weight: 40 oz. width: 6'0" |
| 4 | #15/R/2- with on/off switch |
| 1 | 655 sq. yards pattern: D113 Dabblers; weight: 44 oz per sq. yard; colors: cinnabar - print, nutria - ground |
| 1 | 854 sq. yards, quality: as above; color: cinnabar as pattern above |
| 1 | 140 sq. yards, quality: as above; color: nutria as pattern above |

Initials

QTY.

DESCRIPTION

1 Fabricate and deliver vertical wall panel mouldings at wall junctures as per plans.

1 Furnish and deliver Tambour paneling over existing dry wall.

BOARD ROOM - ELEVATION B

BOOK 543 PAGE 101

1 Fabricate and deliver crown (5 1/4" flat) moulding with chamfered edge and 3/4" quarter round moulding at wall and ceiling juncture. Paint grade materials.

1 Fabricate and deliver base moulding (5 1/4" flat) with one edge chamfered. Paint grade materials.

1 Fabricate and deliver vertical wall panel mouldings at wall junctures as per plan.

1 Fabricate and deliver wood presentation ledge as per section and details, sheet #18.

1 Fabricate and deliver wood frames and jamb for writing board.

1 Fabricate and deliver T.V. alcove built in as per elevation A, Detail 3, sheet #18.

BOARD ROOM - ELEVATION D

1 Fabricate and deliver crown (5 1/4" flat) moulding with chamfered edge and 3/4" quarter round mouldings at wall and ceiling juncture. Paint grade material.

1 Fabricate and deliver base moulding (5 1/4" flat) with one edge chamfered. Paint grade materials.

1 Fabricate and deliver vertical wall panel mouldings at wall junctions as per plan.

1 Fabricate and deliver T.V. alcove built in as per elevation A, detail 3, sheet #18.

BANQUET ROOM - SHEET 22 AND 23 L.D.C.

1 Fabricate and deliver base moulding as per elevation 1, 3, and 4, details 5 and 8, all of sheet #22.

1 Fabricate and deliver mirror moulding (top and bottom) as per elevation 1 and 4, sheet #22, detail 6.

1 Fabricate and deliver chair rail moulding as per elevation 1 and 4, sheet #22, detail 6.

INITIALS

QTY.DESCRIPTION

- 1 Furnish and deliver cant blocking strips as per sheet #3, detail 1.
- 1 Furnish and deliver wood frames 3/4" x 5" to frame fabric panels on walls as per sheet #3, details 1.2 and 3. (3/4" x 5" chamfered.)
- 1 Furnish and deliver all wood moulding as per elevation 1,2, 3,4,5,6, and 7 sheet #4, details 8,9,10,11 and 12 sheet#4.
- 1 Fabricate and deliver built in side tables (2) as per plan sheet #6 and #7, details 1,2 and 3. Six units.
- 1 Furnish and deliver brass railings as per sheet #3, elevation #2. Twelve units.
- 1 Fabricate and deliver three (3) brass rails stand-up bar shelves as per plans, sheet #6 and #9, details 6,7,8,9 and 10.
- 1 Fabricate and deliver one brass rail stand up bar shelf as per plans, sheet #6 and #19, details 3,4,5 and 8.
- 1 Furnish and deliver six (6) galvanized steel support liners for brass light poles on planter as per sheet #3, detail 7.
- 1 Furnish and deliver six (6) brass lamp poles with lamps as per plans, Sheet #3, Detail 7.
- 1 Fabricate and deliver one custom bar with two (2) waitress pick up stations and overhead glass rack with bulkhead to ceiling as per plans, Sheet #5,6 and 10. Details 1.2 and 3. Sheet #9 and 1,2 and 3, Sheet #8 and #6. Sheet #3.
- 1 Fabricate and deliver one custom bar and back bar unit as per plans, sheet #6. 17' front bar and 9' back bar.
- 1 Furnish and deliver wood mouldings at dance area bulkheads as per sheet #10, detail 2.
- 1 Furnish wood floor transition board at dance floor as per plan, sheet #6, detail 3.
- 1 Furnish and deliver 1x3 wood (stained to match Lawson sample) in lounge on ceiling as plan, sheet #10, detail 3 4.
- 1 Furnish and deliver wood mouldings at bulkhead in lounge as per plan, sheet #10, detail 3. Glue to edges. bottom and front 60'.
- 1 Fabricate and deliver one stand up bar oval shaped as per plan, sheet #6, (24" x 5'6" x 72"hi). details 4.5 and 6, sheet #2.

INITIALS

QTY.DESCRIPTION

- 1 Fabricate and deliver one stand up bar round shaped as per plan, sheet #6, (36" diameter x 5'10" hi). details 1, 2 and 3, sheet #2.
- 1 Fabricate and deliver D.J. booth as per plans, sheet #13, and #6, details 1, 2, 3, 4, 5, and 7, sheet #13.
- 1 Fabricate and install one lobby bar and back bar as per plan, sheet #15 and #2, details 1, 3, 4, and 5 sheet #15 and elevations sheet #15.
- 1 Furnish and deliver wood trim over receptionist desk 24' long.
- 1 Fabricate and deliver five (5) telephone shelves as per plan, sheet #17, elevation 3, detail 6, sheet #16 and elevation 3, sheet #16.
- 1 Furnish and deliver wood base as per plans. elevation 1, sheet #20.
- 1 Furnish and deliver wood base as per plans. elevation 2, sheet #20. (65').
- 1 Furnish and deliver wood base as per plans, elevation 1, sheet #21.

BOARD ROOM - ELEVATION A

- 1 Fabricate and deliver crown (5 1/4" flat) moulding with chamfered edge and 3/4" quarter round moulding at wall and ceiling juncture. Paint grade materials.
- 1 Fabricate and deliver base moulding (5 1/4" flat) with one edge chamfered. Paint grade materials.
- 1 Fabricate and deliver vertical wall panel mouldings at wall junctures as per plan.
- 1 Fabricate and deliver T.V. alcove built in as per elevation A, detail 3, sheet #18.
- 1 Furnish and deliver Tambour paneling over existing dry wall.

BOARD ROOM - ELEVATION C

- 1 Fabricate and deliver crown (5 1/4" flat) moulding with chamfered edge and 3/4" quarter round moulding at wall and ceiling juncture. Paint grade materials.
- 1 Fabricate and deliver base moulding (5 1/4" flat) with one edge chamfered. Paint grade materials.

INITIALS

QTY.

DESCRIPTION

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- 1 Fabricate and deliver 7' x 42" x 24" wall bar with closed storage under as per plan (one each suite). All exposed surfaces to be laminated.
- 1 Furnish and deliver 3 1/4" mahogany wood base in all rooms
- 1 Fabricate and deliver one custom cashier stand gull-wing design. To be 7' long overall x 1'8" deep x 36" hi with three (3) hinged doors with one adjustable shelf below for storage. All interior to be 949 board and exterior to be laminate covered as per design.
- 1 Fabricate and deliver one glass entrance door as per entrance to lounge with 8" diameter Mahogany jamb and brass pivot hardware.
- 1 All wood work to be finished by Eagle Woodworking, including job site final after installation.
- 1 Actual wood species used and stain colors and final finished to approved by George Lawson in writing.
- 1 General contractor to maintain stable conditions on site once Eagle work is to begin.
- 1 Storage space (in building) with building conditons to be provided for fixtures, etc. prior to installation (wood joints etc. ned stable conditions to prevent expansion and contraction of joints. etc.).
- 1 Access to the work area to be provided on a 24 hour basis if required. (to be set up in advance with contractor) Guards etc. if required to be responsibility fo General Contractor and not a part of this contract.

TOTAL PRICE FOR THE ABOVE WORK \$293,539.00

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LESSOR: LEASING SYSTEMS, INC.

BY:

[Handwritten Signature]

BY: _____

TITLE:

General Partner

TITLE: _____

DATE:

10/18/85

DATE: _____

DONOHOE

CONSTRUCTION COMPANY
2101 WISCONSIN AVE., N.W.
WASHINGTON, D.C. 20007
TELEPHONE: 333-0880

543 PAGE 105

DATE: September 30, 1985

INVOICE NO.: 864-001

TO: Leasing Systems, Inc.

RE: Ramada Inn, Annapolis MD

SCHEDULE "A"

| | PRICE |
|-------------------------------------------------------------------|--------------|
| 1. Mechanical Equipment - See List Attached (Warner) | \$125,772.00 |
| 2. Electrical Equipment - See List Attached (Pel-Bern) | 170,500.00 |
| 3. Operable Wall System - See List Attached (Standard Accoustics) | 21,621.00 |
| 4. Elevator Cabs - See List Attached (Maryland National Elevator) | 23,350.00 |
| 5. Lockers & Benches - See List Attached (Steel Products) | 8,730.00 |
| Donohoe Companies Fee | 349,973.00 |
| | 20,998.00 |
| TOTAL | \$370,971.00 |

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LESSOR: LEASING SYSTEMS, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

A DIVISION OF THE DONOHOE COMPANIES, INC.

A Service Charge of 1% per month (Annual percentage rate of 12%) will be applied monthly on invoices unpaid beyond 30 days.



LEASING SYSTEMS INC.

1413 K St., N.W. Suite 1200
Washington, D.C. 20005 Telephone: (202) 872-0333

LEASE # Always Refer To
15544

543 PAGE 106

NAME AND ADDRESS OF LESSEE

NAME AND ADDRESS OF SUPPLIER

Annapolis Mall Hotel Limited Partnership
DRA/Ramada Inn
173 Jennifer Road
Annapolis, Maryland 21401

Various

(CHECK ONE) CORPORATION **Ltd** PARTNERSHIP PROPRIETORSHIP NON-PROFIT CORPORATION

Tax Exempt #

NAME OF PERSON TO CONTACT **Mr. Lester Shor**
261-8079
(Phone #)

SUPPLIER'S SALESPERSON
(Phone #)

| QUANTITY | DESCRIPTION: MODEL NO., CATALOG NO., SERIAL NO., OR OTHER IDENTIFICATION | PRICE |
|------------------|--------------------------------------------------------------------------|---------------|
| EQUIPMENT LEASED | See Schedule "A" attached hereto and made part hereof. | \$393,890.10 |
| | TOTAL LIST | \$ 393,890.10 |
| | TRANSPORTATION (If Any) | \$ |
| | SALES TAX (If Applicable) | \$ |
| | OTHER | \$ |

LOCATION OF EQUIPMENT STREET ADDRESS same as above CITY _____ COUNTY _____ STATE _____ TOTAL COST \$ 393,890.10

| LEASE PAYMENT USE TAX IF APPLICABLE | LEASE PAYMENT | PAYMENTS WILL BE MADE: | EFFECTIVE DATE OF LEASE | INITIAL TERM OF LEASE (Months) | NO. OF LEASE PAYMENTS | LESSEE'S DEPOSIT | |
|-------------------------------------|---------------|----------------------------------------------------------------------------------|-------------------------|--------------------------------|-----------------------|------------------|------------------|
| | | | | | | 1st Months Rent | Security Deposit |
| \$9,453.36 | \$9,453.36 | Quarterly _____ Annually <input checked="" type="checkbox"/> Monthly _____ | 6/2/86 | 60 | 60 | \$ 0.0 | \$ 0.0 |
| 472.67 | \$9,926.03 | | | | | | |
| | Per Period | | | | | | |

ADDITIONAL PROVISIONS
(None Unless Herein Set Forth)

All rights to the Investment Tax Credit are waived to the LESSEE.

ADDENDUM Yes No If yes: IRS ADDENDUM
Describe: Personal Guarantee

TERMS AND CONDITIONS OF LEASE

- LEASE.** LESSOR hereby leases to LESSEE and LESSEE hereby hires and takes from LESSOR, the personal property set forth on the Equipment Schedule above with all replacement parts, additions, accessories incorporated therein and/or affixed thereto, hereinafter referred to as Equipment.
- NO ABATEMENT OR OFFSET.** LESSEE agrees that the sums payable by the LESSEE to the LESSOR under any provisions of this lease shall not be subject to any setoff, counter claim, diminution, deduction or defense whatsoever.
- RENTALS.** During the original term hereof, LESSEE hereby agrees to pay LESSOR as rental of the Equipment the amounts specified above as monthly or other calendar period rental multiplied by the number of months or periods specified above. The first rental payment shall be made on the effective date as set forth above. In the event the effective date is omitted when the Lease is executed by the LESSEE, the LESSOR shall insert the effective date of this Lease which shall be the expected date of delivery of Equipment. Subsequent monthly or other period rental payments shall be due on the same day of subsequent months or other calendar periods, beginning 6/1/86. All payments shall be made at the office of the LESSOR at 11634 Boiling Brook Place, Rockville, MD 20852, or as otherwise directed by the LESSOR in writing.
- SELECTION OF EQUIPMENT.** LESSEE has requested equipment of the type and quantity specified above and has selected the supplier named above. 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 if delivered in good repair, 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 the validity of this lease.
- NO WARRANTIES BY LESSOR.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, it being agreed that the equipment is leased AS IS. LESSEE accordingly agrees not to assert any claim whatsoever against the LESSOR based thereon including without limitation a claim for loss of anticipatory profits or consequential damages. LESSOR hereby assigns and transfers to LESSEE during the time that this lease is in effect, whatever claims and rights LESSOR may have against the Seller or Manufacturer of the equipment. LESSOR shall have no obligation to install, erect, test, adjust or service the equipment. LESSEE agrees, at its own cost and expense, (a) to pay all shipping charges and other



LEASING SYSTEMS INC.

SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

SCHEDULE "A"

LEASE NUMBER: 15544

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE DATE: 5/16/86

| QTY. | DESCRIPTION |
|---------------------------|-------------------------------------------|
| Vendor: Adams Burch, Inc. | |
| 20 DZ. | 576 DEEP MEADOW RIM DEEP SOUP 9 1/8" |
| 20 DZ. | 30"X84" SILVER WIDE RICE TABLECOVERS |
| 10 DZ. | 80" DIAMETER SILVER WIDE RICE TABLECOVERS |
| 39 DZ. | 548 6 3/8" DEEP MEADOW #4 PLATE |
| 1 DZ. | 96SKRF SHAKER/DREDGE |
| 6 | 2890 CONDIMENT DISP. |
| 6 | SC-6-1/2 COVER FOR MGST 6.5 |
| 3 | 050-3100 OIL AND VINEGAR SET |
| 1 | 050-3100 OIL AND VINEGAR SET |
| 12 | CS-200 SHORT SHAKER CAN |
| 6 | 365 MUDDLER, WOOD |
| 1 | 117-V46793 BAR SHAKER CAN SS |
| 1 DZ. | 7716-CL PLAYBOY TRAY |
| 3 | 308 SERV CART W/DROPLEAF |
| 10 | 110 10" ALUM CLAD FRY PAN |
| 12 | MG2004-M14 FULL PAN, 4" DP--7004 |
| 6 | MG2006-M16 FULL PAN, 6" DP--7006 |
| 24 | MG1202-M22 1/2 PAN, 2" DP--7122 |
| 6 | MG1204-M24 1/2 PAN, 4" DP--7124 |
| 6 | MG1206-M26 1/2 PAN, 6" DP--7126 |
| 12 | MG2000-M12 FULL PAN, 2" DP-7002 |
| 2 | 362 OVAL PLATE GLASS MIRROR TRAY |
| 1 | 377 SQUARE PLATE GLASS MIRROR TRAY |
| 1 | 361 ROUND PLATE GLASS MIRROR TRAY |
| 3 CASES | 8009532 PETALE SHERRY |
| 30 | MG1606-M66 1/6 PAN, 6" DP-7166 |
| 12 | 200N4 SS 1/9 PAN, 4" DP (M94) |
| 6 | 1268 20" ADAPTER BAR |

JS
Initials

543 1118

| | |
|---------|-------------------------------|
| 6 CASES | T2928/3764 WINE ROUND 8.5 OZ. |
| 5 CASES | T2946/3777 CHAMPAGNE 4.5 OZ. |
| 3 CASES | 8009516 8.5 OZ. PETALE WINE |
| 3 CASES | 8009524 5.5 OZ. PETALE WINE |
| 2 CASES | 3705 11.5 OZ. EMBASSY BRANDY |
| 2 CASES | 3715 10 OZ. POCO GRANDE |
| 3 CASES | T2932/3711 GOBLET 12 OZ. |

Vendor: Ramada Purchasing

| | |
|----|-----------------------------------------|
| 1 | HOBART 30 QUT. FLOOR MODEL MIXER |
| 1 | 20 QRT. TABLE MODEL MIXER |
| 1 | DRY FOAM SHAMPOO MACHINE |
| 10 | VACUUMS HOOVER HEAVY DUTY W/DUST CUP |
| 1 | SMALL VAC. PACK |
| 1 | HIGH SPEED BUFFER MC2000 |
| 1 | EXTRACTOR/STEAM/WATER VACK W/WASH STAND |
| 1 | 13 GALLON POWER HEAD |

Vendor: The Annapolis Lighting Company

| | |
|---|---------------------------|
| 2 | 4118 SB Carack Chrome |
| 2 | 150W GAO Duro |
| 2 | 1059 Shalimar Blue Imeri |
| 2 | LP620D3 Quofozel Oriental |
| 4 | 8354 Lightolier |
| 1 | Sterulite #400 |
| 6 | Brass cups |
| 6 | White plugs |
| 2 | 8374 lightolier 28" track |

Vendor: Commercial Drapery Contractors, Inc.

| | |
|----|--------------------------------------------------------|
| 1 | NON STK OTH Draperies for Secrets Lounge |
| 1 | NON STK OTH Draperies for Lesters Rest. |
| 1 | NON STK Oth Draperies for Lobby Hallway |
| 1 | NON STK OTH Draperies, hardware, corn and installation |
| 14 | NON STK OTH MFG Dual ftd coverlet green scheme |
| 20 | NON STK OTH MFG full ftd coverlet beige scheme |

Handwritten signature
Intelco

Vendor: Gill Company, Inc.

4 Intermetro Industries Corp. black dividers for
poker chips
1 Gill Manufacturing, Inc. faucet
1 carbonator and hose dispenser by Perlick and
Sitco
1 Brown and Son, Inc. W.A. Walk-in 6'9 1/2" x
5'10 1/2" x 7'5 1/2" high
1 Vulcan Hart Corp. Natural Gas Char-Broiler with
vertical grates and cabinet base #MC-734
8 Tray slides Victory 1/2 size rod tray slides 2"
O.C. bottom of pan DRS-20-S6 P7H D P B Ser A
8533W25, Part #10273901
1 Gill Manufacturing, Inc. 1 Lot of 4 wall
shelves (1) 60x12, (2) 70x12, (1) 80x12
1 Bar Mix #936 blender single spindle
1 1310T Microwave Hobart 1310T 1000
4 13PDFS Intermetro Industries Corp. Wall Posts
5 Glenco Refrigeration Co. shelves and clips for
SS-3D-LT
4 BK2 Supreme Metal Fabricators, Inc. bottle
trough
1 FBR 48 Cambro Salad Bar
1 BDDHT 3-120 Metal Masters FoodSvc. Equip. Hot
food table

Vendor: First State Glass

1 Custom carved and etched reproduction of the
Art Deco mirror in Secrets w/safety frame
3 Custom carved and etched panels with palm
design for Lobby entrance, decorative wind
deflectors
8 Custom cut and etched glass panels for lobby
side of Lester's to provide noise reduction

Vendor: Gerry Potter's Store Fixtures Inc.

1 Mirror fram and backing
1 1 1/2" brass tube fram to hold the etched
glass along the existing brass rail on the
marble wall

AS

Vendor: Interior Plant Design

| | |
|----|--------------------------------------------------|
| 8 | small silk arrangements mauve ceramic containers |
| 2 | large silk arrangements brass square containers |
| 4 | Silk trees |
| 4 | Brass containers |
| 10 | Silk trees |
| 10 | Chrome containers |
| 1 | Floral arrangement brass bedroom Rm. 544 |
| 1 | Floral arrangement bath Rm 544 |
| 1 | Floral arrangement dining area Rm 544 |

Vendor: Feldman Light Fixtures
c/o Zanger Associates

| | |
|---|-------------------------------------------------------------------------|
| 6 | Feldman light fixtures hi tech 3 style #7909 R-14 polished brass finish |
|---|-------------------------------------------------------------------------|

Vendor: Dan River Inc.

| | |
|----|-----------------------|
| 11 | 05029 Spruce 1974445A |
| 11 | 05029 Spruce 1974445B |

Vendor: Status Pro

| | |
|----|-----------------------------------------------------|
| 40 | 40x44 Designer gold framed mirrors |
| 3 | Silk screen 40x40 dbl. matted, framed in cherry oak |
| 2 | preframed prints; 1 deptych, 1 single |
| 2 | 22x28 orientals |
| 1 | 16x20 silver frame oriental |
| 1 | 30x42 gold framed mirror |
| 2 | 36x36 Framemica framed mirror |
| 1 | Cherry frame 40 1/4 x 50 1/4 (oil painting) |
| 3 | #622 22x28 Bedroom |
| 1 | #622 18x24 Bedroom |
| 1 | #622 24x36 Sitting room |
| 1 | #622 16x20 Sitting room |
| 1 | #622 11x14 Bath |
| 4 | #522 22x28 Bedroom |
| 1 | #522 16x20 Bedroom |
| 1 | Diptych sitting room |
| 1 | #522 24x36 sitting room |



Initials

| | |
|------|------------------------------------------------|
| 1 | #522 24x36 bedroom |
| 1 | #522 grouping bedroom |
| 2 | #522 11x14 bedroom |
| 1 | small bath |
| 3 | #422 18x24 bedroom |
| 2 | #422 22x28 bedroom |
| 1 | #422 16x20 bedroom |
| 1 | #422 Diptych sitting room |
| 2 | #422 24x36 sitting room |
| 2 | #422 22x28 sitting room |
| 1 | #422 grouping sitting room |
| 1 | #422 small bath |
| 4 | #322 22x28 bedroom |
| 1 | #322 Deptych sitting room |
| 1 | #322 24x36 sitting room |
| 1 | #322 mirror sitting room |
| 1 | #322 small bath |
| 2 | #220 and #320 grouping bedroom |
| 2 | #220 and #320 24x36 bedroom |
| 6 | #220 and #320 16x20 bedroom |
| 4 | #220 and #320 22x28 bedroom |
| 2 | #220 and #320 deptych |
| 2 | #220 and #320 24x36 sitting room |
| 6 | #220 and #320 16x20 sitting room |
| 2 | #220 and #320 22x28 mirror sitting room |
| 2 | #220 and #320 16x20 bath |
| 3 ea | #620 and #420 24x36 Framemica Decorator frames |
| 2 ea | #620 and #420 16x20 Framemica Decorator frames |
| 1 ea | #620 and #420 18x24 Framemica Decorator frames |
| 1 ea | #620 and #420 16x20 gold frame (bath) |
| 3 | #520 24x36 Framemica decorator frames |
| 2 | #520 18x24 Framemica decorator frames |
| 1 | #520 deptych |
| 1 | #520 22x28 gold frame (bath) |
| 5 | Chrome framed large, halls by elevators |
| 50 | 18x24 matted gold frame (hallways) |
| 1 | #7280 Cherry frame 40 1/4 x 50 1/4 |
| 4 | #7282 40 x44 gold frame mirrors |
| 3 | Silk screen (oriental) |
| 1 | Coopersmith (4 pieces) |
| 1 | "A Skimmer" small (2 pieces) |
| 2 | Peacock 22x28 |
| 1 | Cooperamith (2 pieces) |
| 2 | Cooperamith 26x36 (1 piece) |
| 1 | Roses 18x24 |
| 1 | Oriental Garden 22x28 |
| 1 | Margarets 24x36 |
| 1 | Haile Antherium 24x36 |



PAGE SIX

Vendor: D and F

| | | |
|---|-------------|-----------------------------|
| 2 | 000-09120-0 | sled base side chair oak |
| 1 | 102-00302-0 | Secretary "L" desk |
| 1 | 110-00310-2 | Secretary Center drawer dok |
| 2 | 101-10301-3 | Executive desk (dark oak) |
| 2 | 110-00309-9 | Executive center drawer dok |
| 3 | 446-90006-4 | Mat ramped edge 54 inc. |
| 1 | 334-00307-8 | 5 shelf bookcase dark oak |
| 1 | 000-08050-0 | Secretary chair oak/natural |
| 2 | 000-08731-9 | Executive chair oak/natural |

Vendor: Savin

| | | |
|---|------------|----------------|
| 1 | Savin 7040 | s/n 6150301156 |
| 1 | 20 | Bin sorter |
| 1 | S/ADF | |
| 1 | Console | |

Vendor: Edward W. Minte Co., Inc.

| | |
|----|-----------------------|
| 3 | My-core material |
| 30 | Regular trak material |

Vendor: Capitol Copy Products, Inc.

| | | |
|---|---------------|-------------------------------|
| 1 | Cannon AP-500 | Electronic typewriter |
| 1 | AP-84 | Memory chip to equal 32K each |
| 1 | Orator | daisy wheel |
| 1 | Courier | Italic Wheel |
| 1 | Light | Italic |

Vendor: Ametex

| | | |
|---|---------|-------------------------------|
| 1 | 18 yds. | Pegasus color: Oxblood 022941 |
| 1 | PR1410 | Wembley Coral #494 |
| 1 | 034286 | Hermes-Con Spec-Green |

Vendor: Binswanger Mirror Products

| | | |
|----|---------------------|-----------|
| 95 | 7075-02; 7075PB | Sea Green |
| 20 | L4444-5252 | |
| 95 | 7076PB Mark AN1019- | Celadon |

Vendor: Parole Carpets, Inc.

| | | |
|---|-----------|------------------------------------|
| 1 | 12x6'9" | 9yds. Commercial carpet, Armstrong |
| 1 | 30x20 ft. | summer Verona Imperial Red |

Vendor: Continental Inn-Stallations Corporation

| | | |
|---|----------|------------------------------------|
| 1 | 12x90 | custom made carpet with boarder |
| 1 | 12x48 | custom made carpet with boarder |
| 1 | 12x412.5 | Harbinger Carpet to complete tower |

AS

Vendor: Eagle Woodworking Co., Inc.

Lobby Area-

1. Furnish one free standing bulletin board, mahogany stained to match.
2. Furnish one bulletin board in vestibule.
3. Furnish one sliding shelf with hardware for registration desk.
4. Furnish jamb and trim for the sliding entrance door to the registration desk.
5. Furnish safety deposit box laminated enclosure to accommodate floor safe.
6. Floor Safe.
7. Furnish one laminated desk top 18"x42" with tow wrought iron brackets.
8. Furnish two 4'x4' pictures on fabrica trac panels for the wall behind registration desk.
9. Furnish five pedestals with 1/4" mahogany, stained to match.
10. Furnish five lexan enclosures for statues. 12"x12"x30".
11. Bolt five pedestals to marble floor in concourse 1.
12. One picture for lobby wall.
13. Furnish laminate beer cooler face and doors to match.
14. Furnish laminated filler panels for beer cooler and three compartment sink.
15. Cut holes for electric receptacles in bottle step.
16. Fill seven statues with plaster and install as instructed.
17. Fabricate 1x6 trim for around lobby elevator wall.
18. Install four pictures on walls in concourse 2.
19. Furnish two 1/4" mirrors for wall behind back bar.
20. Furnish one mahogany frame with lexan 4'x5' to enclose statues in hallway alcove, Leading to lounge stained to match.
21. Install two pictures on wall in hallway leading to lounge.
22. Furnish one mahogany frame (lexan 5'x7') to enclose virgin wool wallhanging. Stained to match.
23. Cut holes for electricians in lobby registration desk.

JS

LOUNGE AREA

1. Furnish three mahogany trash can enclosures (1'x2'x42') stained to match.
2. Install ten pictures on walls as directed.
3. Install one mirror on wall.
4. Fabricate 200 ft. mahogany O Gee trim for wall/floor junction where wood flooring was not cut tight. Stained to match.
5. Furnish two planter/lamp tables for the entrance to mens room.
6. Install four table bases with pour rock at booth platform.
7. Drill holes and install twenty five plant hooks in metal styles in greenhouse windows.
8. Fabricate mahogany crown moulding trim, to go around speakers in ceiling at dance floor. Stained to match.
9. Fabricate mahogany O Gee trim for wall/platform juncture, stained to match.
10. Silicone all plants and lamps to tables as directed.
11. Stain and finish all beer tap handles.
12. Stain and finish four salad bowls to match.
13. Fabricate and deliver for 6' mahogany window sills. Stained to match.
14. Refinish all nicks, scrapes, scratches, gouges, ect. made by other trades prior opening.
15. Fabricate fire rated locking dry storage cabinets in fire corridor.
16. Furnish two sets of templates of all tops for marble contractor.
17. Cut all holes for electrician in all cabinets and bottle tops.
18. Cut all holes for equipment in D.J. booth cabinets and tops.
19. Rebolt and anchor all booths.
20. Cut holes in serving paddles as directed.

MISCELLANEOUS

1. Fabricate tow bars for conference rooms in F suites.
2. Install seven refrigerators in bars in seven suites.



PAGE NINE

DINING ROOM

1. Fabricate one pair mahogany cafe doors for entrance to restrooms. Stained to match.
2. Fabricate one mahogany hutch for waitreas station (14"x20"x60") stained to match.
3. Fabricate two mahogany waitress stations/computer stands with silver drawers, doors and adjustable shelves. Stained to match.
4. Fabricate one mahogany linen storage cabinet (18"x24"x72") with locking doors and adjustable shelves. Stained to match.
5. Install four mirrors on fabric track wall system.
6. Install one picture on fabric track system.
7. Fill eight lamp/plant pedestals with 50lbs. sand each
8. Anchor antique room divider as directed.
9. Fabricate one mahogany matre'd stand as per drawings, Stained to match.
10. Re-assemble booth correctly.
11. Install mahogany wood fillers on walls at wall booths on platform.

Vendor: Stromberg Products

| | |
|---|-------------------|
| 3 | 2000-3 Recorder |
| 1 | 250-3L Time Stamp |
| 1 | Inscription plate |
| 7 | 88DM card rack |

Vendor: The Telescope Folding Furniture Co., Inc.

| | |
|----|----------------------------|
| 12 | 0818-058-02 PT58 Burg/Van |
| 16 | 0878-058-04 PAT58 Burg/Van |
| 3 | 0188-000-01 48' table |
| 3 | 0008-858-01 Burg/Van umb. |
| 3 | 0019-008-01 Vanilla Shell |
| 8 | 2008-000-02 vna end table |

Vendor: Glass and Mirror Craft

| | |
|---|-----------------------|
| 4 | 30" dia 12mm clear pp |
|---|-----------------------|

Vendor: Forbes Industries, Inc.

| | |
|-----|--------------------------------------|
| 190 | #800WB Luggage racks for guest rooms |
|-----|--------------------------------------|

MS

Vendor: Frederick Computer Products

| | |
|---|------------------------------------------------------|
| 1 | PR KPS FX286 Printer |
| 1 | IB 5160086 Computer IBM PCXT 256K |
| 1 | IB-5151001 Monitor IBM Monochrome Display #1101912 |
| 1 | IB-1504910 Adapter IBM color graphics #A352-2082 |
| 1 | HI-AST-SPK064 Adapter Ast SixPak Plus w/64K #2025937 |
| 5 | IB-1501003 Adapter IBM 64K Memory Module #6311257 |
| 1 | CA-CCC-I100110 Cable printer IBM to EPSON |
| 1 | DOS 3.1 for Networking IB-6024211 |
| 1 | IB 1501100 Keyboard for IBM PC and XT |

Vendor: Rickey's

| | |
|---|------------------------------|
| 1 | RCA BKR3375 s/n 448246806 |
| 6 | Television stands model 1420 |

Vendor: Drapery Mart, Inc.

| | |
|---|-----------------|
| 6 | Vertical Blinds |
|---|-----------------|

Vendor: Montgomery Ward

| | |
|----|----------|
| 18 | Ashtrays |
|----|----------|

Vendor: Garfinkels

| | |
|---|----------|
| 5 | Ashtrays |
|---|----------|

Vendor: Edward Don and Company

| | |
|--------|-------------------------------------------|
| 9 | F9204 24x60 super erecta shelf |
| 12 | F9208 74 inch post for super erecta shelf |
| 5 | F9213 18x48 super erecta shelf |
| 75 | 80100 wate pitcher |
| 1 | F0573 Caddy |
| 1 | F0573 18x18 dance floor |
| 6 | 2E7245 Waste well dolly |
| 4 | K1434 roast pan 20x16x4 1/2 |
| 2 | F1648 25165 food carrier |
| 1 | 3E 50 ice caddy drk. brn. |
| 1 | K4663 salad bowl 16 inc. |
| 2 doz. | 81001 Revue teaspoon |
| 2 doz. | 81003 Revue bouillon |
| 2 doz. | 81910 Revue utility fork |
| 4 | white handi/selfold dispens 2P1952 |

| | | |
|---------|--------|--------------------------------|
| 1 | 4J3002 | handler in ball rack |
| 3 | K10BL | bowl |
| 1 | K0584 | med. mesh strainer 8 inc. |
| 48 | K0918 | 6412 basket |
| 1 | | fountain |
| 4 doz. | 62312 | classic candle holder 3 5/8 |
| 12 doz. | | salt and pepper shakers 1 oz. |
| 72 | G104C | carafe |
| 18 | G104C | pitcher 3055234 |
| 4 | N6902 | s/s mixing bowl 1 1/2 qt |
| 12 | N8158 | s/s cover for 4 1/4 qt. |
| 48 | G1011 | s/s salt and pepper |
| 2 | 4J4515 | red convertible hand truck |
| 4 doz. | 5233 | 6 inc. lobster cracker |
| 10 | | triumph 13 ft. white table sk. |
| 1 | 28162 | silver food spot lamp |
| 12 | L9986 | brn. clip on tray |
| 1 | E2923 | chrome frame 2 shelf cart |
| 2 | 4L0840 | table skirt caddy |

LESSEE: Annapolis Mall Motel Ltd. Partnership DBA/Ramada Inn

LESSOR: Leasing Systems, Inc

BY: [Signature]

BY: [Signature]

TITLE: General Partner

TITLE: President

DATE: 5/25/86

DATE: 5/29/86

PARTIES

Debtor name (last name first if individual) and mailing address:

MELE ANGELA R.
CRESTWOOD MHP, LOT 1
SEVERN MD 21144

1

Debtor name (last name first if individual) and mailing address:

MURPHY JR THOMAS J.
CRESTWOOD MHP, LOT 1
SEVERN MD 21144

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

EASTERN HOMES, INC.
8291 WASHINGTON BLVD.
JESSUP, MD 20794

2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

2a

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

EASTERN HOMES, INC.

[Signature]

4

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

277825

Date, Time, Filing Office (stamped by filing officer):

543 118

5

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth
- Prothonotary of _____ County
- real estate records of _____ County

6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters):

8

COLLATERAL

Identify collateral by item and/or type:

1989 OCILLA VEGA 26 X 52
SERIAL # K2050ES1258GA-AB 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered.

9

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

MELE ANGELA R. *Mele, Angela R.*
MURPHY JR THOMAS J. *J. Murphy Jr. Thomas J.*

11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

12

277826

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) SPAR Associates 927 West Street Annapolis, MD 21401 4144-94947 | 2. Secured Party(ies) and address(es) Hewlett-Packard Company Finance & Remarketing Division 331 E. Evelyn Avenue Mountain View, CA 94041 | For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 17.00 POSTAGE .30 REGISTERED COPY NOT REQUIRED 07/25/89 H. GALE SCHAFER 5. Assignee(s) of Secured Party and Address(es) |
| 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 also covered Equipment Location: Norfolk Naval Shipyard, Bldg M32, Portsmouth, VA 23709 Not Subject to Recordation Tax | | |

Pursuant to tax property Article # 12-108K(5)

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

SPAR Associates

By: Maria A. Collins Signature(s) of Debtor(s)
 MARIA A. COLLINS SALES FINANCE MGR

By: Maria A. Collins Signature(s) of Secured Party(ies)
 MARIA A. COLLINS SALES FINANCE MGR

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

HEWLETT-PACKARD

BOOK 543 PAGE 120

U.S. GOVERNMENT CONTRACTOR LEASE AGREEMENT

Lease Agreement # 4144-94947

This Lease is a: (check one) Lease to Ownership Plan (LTOP)
 Rental

GSK88AGS5902A132

This lease is subject to the terms and conditions of Hewlett-Packard's GSA Contract # GSK87AGS6076C132 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: 12 (months)
MONTHLY RATE FACTOR: 3.9%

TOTAL EQUIPMENT COST: \$102,695.13 (Amount to finance)
MONTHLY PAYMENT: \$ 4,005.11 (Monthly rate factor x Amount to finance)

LESSOR:
HEWLETT-PACKARD COMPANY
331 E. Evelyn Ave
Mountain View, CA 94041

EQUIPMENT LOCATION, IF OTHER THAN LESSEE ADDRESS:
X NORFOLK NAVAL SHIPYARD
Bldg. M32
Portsmouth, VA 23709

LESSEE:

SPAR Associates
(Name of Contractor)
927 West Street
(Street Address)
Annapolis, Anne Arundel, MD 21401
(City) (County) (State) (Zip)

On behalf of: X U.S. NAVY
(U.S. Department or Agency)
Government Contract # X N00600-87-C-1973
Contract Expiration Date: X

Lessee certifies that this lease is in furtherance of the above-referenced government contract.

LESSOR:

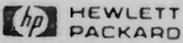
HEWLETT-PACKARD COMPANY

BY: _____
NAME: _____
TITLE: _____
DATE: _____

LESSEE:

SPAR Associates

BY: X [Signature]
NAME: X LAURENT C. DESCHAMPS
TITLE: X PRESIDENT
DATE: X 23 MARCH 1973



"SCHEDULE A"

EQUIPMENT SCHEDULE :

LEASE #: 4144-94947

| QTY | MODEL | DESCRIPTION | ITEM LIST PRICE(\$) | ITEM DISC | ITEM NET PRICE(\$) | EXTENDED NET PRICE(\$) | MONTHLY RENTAL PRICE (\$) |
|-----|----------|----------------------|---------------------|-----------|--------------------|------------------------|---------------------------|
| 1 | 32545AR | REMARKETED M.3000XE | 20800.00 | 24.00% | 15808.00 | 15808.00 | 616.51 |
| 1 | OPT.051 | DOS | 0.00 | | 0.00 | 0.00 | 0.00 |
| 1 | OPT.510 | EXPANDS MEMORY | 3060.00 | 24.00% | 2325.60 | 2325.60 | 90.70 |
| 1 | 7963B | FIXED DISC DRIVE | 8575.00 | 24.00% | 6517.00 | 6517.00 | 254.16 |
| 1 | OPT.W03 | 90 DAY ON-SITE WARR | 0.00 | | 0.00 | 0.00 | 0.00 |
| 2 | 97963B | UPGRADE KIT | 6000.00 | 24.00% | 4560.00 | 9120.00 | 355.68 |
| 2 | OPT.W03 | 90 DAY ON-SITE WARR | 0.00 | | 0.00 | 0.00 | 0.00 |
| 1 | 7980AR | REMARKETED CFI | 20900.00 | 24.00% | 15884.00 | 15884.00 | 619.48 |
| 1 | 2564B | LINE PRINTER | 12950.00 | 24.00% | 9842.00 | 9842.00 | 383.84 |
| 1 | OPT.337 | I/F OPTION | 567.00 | 24.00% | 430.92 | 430.92 | 16.81 |
| 3 | 40290AR | TERM. PROCESSOR | 3315.00 | 24.00% | 2519.40 | 7558.20 | 294.77 |
| 3 | OPT.125 | PORTS | 0.00 | | 0.00 | 0.00 | 0.00 |
| 14 | C1001GR | DISPLAY TERMINAL | 800.00 | 24.00% | 608.00 | 8512.00 | 331.97 |
| 14 | OPT.ABA | KEYBOARD | 0.00 | | 0.00 | 0.00 | 0.00 |
| 14 | OPT.W03 | 90 DAY ON-SITE WARR | 0.00 | | 0.00 | 0.00 | 0.00 |
| 14 | 40242M | RFI CABLE | 69.00 | 24.00% | 52.44 | 734.16 | 28.63 |
| 13 | 2235A | RUGGEDWRITER PRINTER | 1695.00 | 33.00% | 1135.65 | 14763.45 | 575.77 |
| 13 | OPT.W03 | 90 DAY ON-SITE WARR | 0.00 | | 0.00 | 0.00 | 0.00 |
| 13 | 40242G | CABLE | 69.00 | 24.00% | 52.44 | 681.72 | 26.59 |
| 2 | 40242M | CABLE | 69.00 | 24.00% | 52.44 | 104.88 | 4.09 |
| 1 | 7595AR | REMARK. PLOTTER | 7650.00 | | 7650.00 | 7650.00 | 298.35 |
| 1 | 17355M | CABLE | 60.00 | 33.00% | 40.20 | 40.20 | 1.57 |
| 1 | D1126A | VECTRA | 2295.00 | 33.00% | 1537.65 | 1537.65 | 59.97 |
| 1 | OPT.ABA | KEYBOARD | 0.00 | | 0.00 | 0.00 | 0.00 |
| 1 | OPT.W03 | 90 DAY ON-SITE WARR | 0.00 | | 0.00 | 0.00 | 0.00 |
| 1 | D1181G | GRAPHICS DISPLAY | 250.00 | 33.00% | 167.50 | 167.50 | 6.53 |
| 1 | OPT.ABA | POWER CORD | 0.00 | | 0.00 | 0.00 | 0.00 |
| 1 | OPT.W03 | 90 DAY ON-SITE WARR | 0.00 | | 0.00 | 0.00 | 0.00 |
| 1 | 13242N | CABLE | 110.00 | 33.00% | 73.70 | 73.70 | 2.87 |
| 1 | 45951D* | MS-DOS | 120.00 | 33.00% | 80.40 | 80.40 | 3.14 |
| 1 | 51450A | MEDIA PRODUCT | 0.00 | | 0.00 | 0.00 | 0.00 |
| 1 | OPT.ABA | ONE LANGUAGE OPTION | 0.00 | | 0.00 | 0.00 | 0.00 |
| 1 | OPT.051 | MAG TAPE | 0.00 | | 0.00 | 0.00 | 0.00 |
| 1 | OPT.200 | LATEST MPE V/E FOS | 0.00 | | 0.00 | 0.00 | 0.00 |
| 1 | 32102R* | FORTAN | 0.00 | | 0.00 | 0.00 | 0.00 |
| 1 | OPT.310* | FORTAN | 850.00 | 24.00% | 646.00 | 646.00 | 25.19 |
| 1 | 68333F* | ADVANCELINK | 325.00 | 33.00% | 217.75 | 217.75 | 8.49 |

NET PRICE-HARDWARE 101750.98
 NET PRICE-SOFTWARE 944.15

TOTAL NET PRICE EQUIPMENT 102695.13
 OTHER COSTS 0.00
 LESS DOWN PAYMENT 0.00

=====

AMOUNT TO FINANCE 102695.13

* Indicates software item

277827

543 PAGE 123

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Batchelor, James R. T/A Batchelor Excavating

Address 111 Maryland Avenue Edgewater, MD 21037

2. SECURED PARTY

Name B & H Heavy Equipment Rental, Inc.

Address 201 Ritchie Road, Bldg. C Capitol Heights, MD 20743

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF THE SECURED PARTY:

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

RECORD FEE 18.00
POSTAGE .30
HARRISBURG DISTRICT COURT
STAFFERS
H. LORE SCHAFER
DISTRICT 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)

James R. Batchelor T/A Batchelor Excavating

[Signature]
(Signature of Debtor)

James R. Batchelor, owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

B & H Heavy Equipment Rental, Inc.

[Signature]
(Signature of Secured Party)

Peter Babb Pres
Type or Print Above Signature on Above Line

CONDITIONAL SALE CONTRACT NOTE

James R. Batchelor T/A

TO: B & H Heavy Equipment Rental, Inc.

FROM: Batchelor Excavating

201 Ritchie Road, Bldg. C Capitol Heights, MD 20743

111 Maryland Avenue Edgewater, MD 21037

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) 1984 Galion Model VOS66A Vibratory Roller, S/N 490080 | (1) CASH SALE PRICE | \$ 30,975.00 |
| | (2) DOWN PAYMENT in Cash | \$ 2,950.00 |
| | (3) DOWN PAYMENT in Goods*(Trade-In Allowance) | \$ -0- |
| | (4) UNPAID BALANCE [Items (1) - (2) - (3)] | \$ 28,025.00 |
| | (5) INSURANCE and other Benefits | \$ -0- |
| | Types of coverage and benefits | 150.00 |
| | (6) OFFICIAL or DOCUMENTARY FEES | \$ |
| | Describe and Itemize | |
| | (7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] | \$ 28,175.00 |
| | (8) FINANCE CHARGE (Time Price Differential) | \$ 6,747.52 |
| (9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] | \$ 34,922.52 | |
| (10) TIME SALES PRICE [Items (2)+(3)+(9)] | \$ 37,872.52 | |

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
111 Maryland Avenue Edgewater 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 four thousand nine hundred twenty two and 52/100***** Dollars (\$ 34,922.52) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 3rd day of August, 19 89, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 970.07 and the final installment being in the amount of \$ 970.07 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 0% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE
CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

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

Date: June 27, 19 89 BUYER(S)-MAKER(S):
Accepted: B & H Heavy Equipment Rental, Inc. (SEAL) James R. Batchelor T/A (SEAL)
(Print Name of Seller Here) Batchelor Excavating
(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)
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

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)

(I.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 June 27, 1989

between B & H Heavy Equipment Rental, Inc., as Seller/Lessor/Mortgagee, and James R. Batchelor T/A Batchelor Excavating 111 Maryland Avenue Edgewater, MD 21037 (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 to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; 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, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; 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; and 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 to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and 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. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we 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 our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

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 \$ 34,922.52 27th day of June, 1989

IN WITNESS WHEREOF, we have hereunto set our hand and seal this

B & H Heavy Equipment Rental, 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.)

BOOK 543 PAGE 127

RECORD FEE 10.00
POSTAGE .50
#403150 0777 R01 T10:58
07/05/89
H. ENLE SCHAFER
HA CO. CIRCUIT COURT

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

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| 1. Debtor(s) (Last Name First) and address(es) GEORGE A WOOD KATHRYN A WOOD 1868 POTOMAC RD PASADENA, MD, 21122 | 2. Secured Party(ies) and address(es) Environmental Water Control, Inc. 511-C Eastern Boulevard Essex, Maryland 21221 | 3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) |
| 4. This financing statement covers the following types (or items) of property: XXXXXXXXXXXXXXXX ONE UNITED STANDARD WATER TREATMENT SYSTEM CONDITIONAL SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 1868 POTOMAC RD PASADENA, MD, 21122 | | RECORD FEE 12.00 #443400 0345 R01 T11:51 12/22/88 |
| BOOK 536 PAGE 32 ID#275826 | | 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: 536-32

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

Filed with: ANNE ARUNDEL CO.

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 6/28/ 19 89

By: Shirley Hein
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)
SHIRLEY HEIN

(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.

277829

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) Baldwin Piano & Organ Company 422 Wards Corner Road Loveland, Ohio 45140 | 2 Secured Party(ies) and Address(es) The Fifth Third Bank 38 Fountain Square Plaza Cincinnati, Ohio 45263 Attn: Commercial Loan Dept. | 3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE CK 50 4503210 CTTT 403 712410 IN FILE SCHAFER 100 COL. CIRCUIT COURT |
|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

NOT SUBJECT TO MARYLAND RECORDATION TAX - SECURITY AGREEMENT RELATING TO THE ASSIGNMENT OF CONTRACT RIGHTS, ACCTS, GENERAL INTANGIBLES OR INVENTORY AS THOSE TERMS ARE DEFINED IN THE UNIFORM COMMERCIAL CODE.

RETURN TO:
ILLINOIS CODE COMPANY

66641 528872

Check if covered: Products of Collateral are also covered

No. of additional sheets presented: 1

Filed with ANNE ARUNDEL, MARYLAND

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)
BALDWIN PIANO & ORGAN COMPANY THE FIFTH THIRD BANK

By: David A. Bungler VP Signature(s) of Debtor(s)
 By: Sandra L. Lobert Signature(s) of Secured Party(ies)
 David A. Bungler, VP Sandra L. Lobert, VP
 Filing Office Copy - Alphabetical

STANDARD FORM - UNIFORM COMMERCIAL CODE - UCC-1 1/50

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

Revised, Am. S.B. 161, Eff. 3/15/82
 anderson publishing co. cincinnati, ohio 45201

MARYLAND

EXHIBIT A

Financing Statement between The Fifth Third Bank, Secured Party
and Baldwin Piano & Organ Company, a Delaware Corporation, Debtor

This financing statement covers all right, title and interest of Debtor in and to the following described property whether now or hereafter owned, leased, consigned by or to, or acquired by, Debtor:

(i) All accounts, accounts receivable, other receivables, contract rights, chattel paper, insurance proceeds, instruments, documents and notes, except for accounts, accounts receivable or other receivables transferred on or at any time after December 29, 1986 from Debtor to BPO Finance Corporation (the "Accounts");

(ii) All goods, merchandise, finished products intended for sale, raw materials, parts, supplies and work-in-process and other tangible personal property of every kind and description other than equipment, in the custody or possession, actual or constructive of Debtor, and any of the foregoing that is on consignment or in transit from Debtor, including any returns upon any Accounts (except as provided in (i) above) and other proceeds, resulting from the sale or disposition of any of the foregoing;

(iii) All choses in action and causes of action, and all other intangible personal property of Debtor of every kind and nature (other than Accounts), including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, claims to insurance proceeds and any guarantee, claim, security interest or other security held by or granted to Debtor to secure payment by an account debtor of any of the Accounts and all right, title and interest of Debtor in, to and under that certain purchase agreement, dated January 13, 1984, by and between Debtor and Baldwin Piano & Organ Corporation, an Ohio corporation, and Baldwin Finance Company, including, without limitation, all covenants, representations and warranties thereunder;

(iv) All monies and other property of any kind of Debtor in the possession or under the control of Secured Party or a bailee of Secured Party or Secured Party's successors and assigns;

(v) All books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) of Debtor pertaining to any of the foregoing; and

(vi) All accessions to, substitutions for and replacements, products and proceeds of any of the foregoing, including, without limitation, condemnation or requisition payments with respect to all or any of the foregoing.

JLR111/04A

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

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

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

This financing statement Dated 6/30/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JEE ARTHUR

Address 1127 STEAMBOAT RD SHADY SIDE MD 20764

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.

Address 41 DEFENSE HIGHWAY

ANNAPOLIS, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE CK .50
REGISTERED MAIL 11.12
7/15/89
H. ERLE SCHAFER
CIRCUIT COURT

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 NEW KUBOTA TRACTOR MN# G1800 SN# 10173
- 1 NEW KUBOTA MOWER 54 MN# RC54-G20 SN# 10597

KUBOTA CONTRACT# 13400-818457

CHECK THE LINES WHICH APPLY

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

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

JEE ARTHUR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party) SEC-TREAS.

BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

1150

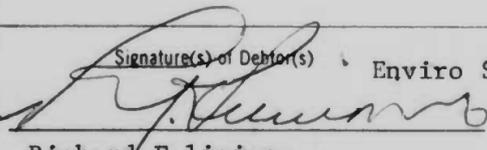
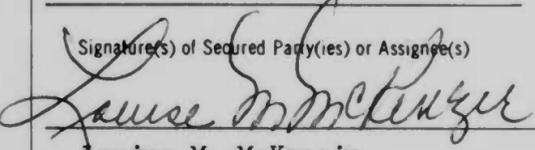
277831

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Maryland Financing Statement All information must be typewritten or printed in ink. | | File No. |
| <input type="checkbox"/> (Not to Be) <input checked="" type="checkbox"/> Recorded in the Land Records.* <small>strike in applicable words</small> | | |
| Debtor(s) Name(s) and Address(es) Taylor Land Resources, Inc. 461 Blackshire Road Severna Park, MD 21146 <i>Acct #39024-00007 Phila Unit</i> | Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1180 West Swedesford Road Berwyn, PA 19312 | |
| Assignee of Secured Party The CIT Group/Equipment Financing, Inc. | The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. Purchase money | |
| This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) MDI Yutani Model MD320BLC Hydraulic Excavator, s/n YC-00417 One (1) 1988 MDI Yutani Model 300 Hydraulic Excavator, s/n YC00180 One (1) 1985 Kawasaki Model 85ZZ Front End Loader, s/n 0153 All of the above complete with all related parts, attachments, and accessories. | | |
| Proceeds of collateral are also covered. | | |
| * If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate) | | |
| If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____ | | |
| This Statement is to be returned, after recordation, to The CIT Group/Equipment Financing, Inc. at its address above. | | |
| Debtor(s) <u>Taylor Land Resources, Inc.</u> | Secured Party <u>The CIT Group/Equipment Financing, Inc.</u> | |
| By <u><i>Presley S Taylor</i></u> Title <u><i>Pres</i></u> | By <u><i>Thomas W PEARSON</i></u> ^{<i>Senior Credit Analyst</i>} | |
| <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u><i>Presley S Taylor III</i></u> | <u><i>Thomas W. PEARSON</i></u> | |
| Type or print name(s) of person(s) signing | Type or print name of person signing | |
| 5-SA-989E | | |

RECORD FEE 11.00
 TOTAL 11.00
 #403260-0777 ROT 111413
 07/05/89
 H. ERLE SCHAFER
 HA CO. CIRCUIT COURT

POSTAGE .00
 #403260-0777 ROT 111414
 07/05/89
 H. ERLE SCHAFER
 HA CO. CIRCUIT COURT

11.50

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------|
| This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code | | Maturity date (if any): |
| 1. Debtor(s) Name(s) (Last Name First) Enviro Structures Ltd. | 2. Debtor(s) Complete Address(es) P.O. Box 3333 Crofton, Maryland 21114 | |
| 3. & 4. Secured Party(ies) and Complete Address(es) CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD 20737 | 5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) | |
| 7. This financing statement covers the following types (or items) of property: (Describe) One Dell Computer Model #048GI Item # 220 5311 | | |
| 8a. <input checked="" type="checkbox"/> Proceeds are also covered. 8b. <input type="checkbox"/> Products of collateral are also covered. No. of additional sheets presented. | | |
| Filed with CIRCUIT COURT CLERK OF <u>Anne Arundel</u> County; Other <u>MDAT</u> | | |
| 9. Transaction is (<input type="checkbox"/>), is not (<input type="checkbox"/>), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>9000.00</u> | | |
| 10. This statement to be returned after recordation to Secured Party, shown above, or to | | |
| <p>Signature(s) of Debtor(s) Enviro Structures Ltd</p>  Richard Feliciano | | |
| <p>Signature(s) of Secured Party(ies) or Assignee(s)</p>  Louise M. McKenzie By <u>Branch Manager</u> (Title) | | |
| NOTE—Type or Print Names Clearly Below Signatures. | | |
| FILING OFFICER COPY 87-30 | | |
| Printed in U. S. A. | | |

RECORD FEE 11.00
RECORD TAX 63.00
POSTAGE .50
SUBJECT TO RUS 111:14
10/15/88
H. ERLE SCHAFER
CIRCUIT COURT

6302

DELL
COMPUTER
CORPORATION

"MANUFACTURER OF PCS LIMITED PERSONAL COMPUTERS"

DELL DIRECT SALES CORPORATION
A WHOLLY OWNED SUBSIDIARY
FID #: 74-2485041
9505 ARBORETUM BLVD, AUSTIN, TEXAS 78759-7299
FAX (512) 338-8700 TEL (512) 338-4400

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ENVIRO STRUCTURES
FELICIANO, RICHARD
1230 CRONSON BLVD
CROFTON MD 21114

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ENVIRO STRUCTURES
FELICIANO, RICHARD
1230 CRONSON BLVD
CROFTON MD 21114

| ACCOUNT NUMBER | CUSTOMER PURCHASE ORDER NUMBER | SALESMAN NAME - NUMBER | INVOICE NO. | | | |
|-----------------------------------|--------------------------------|------------------------|--------------------------|------|------------|---------|
| 436833 | | LEE BLAYLOCK 71 | 3658804 | | | |
| DATE | ORDER DATE | SHIPPED VIA | TERMS | | | |
| 5/18/89 | 5/10/89 | UPS | CASH ON DELIVERY | | | |
| ORDERED | QUANTITY SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT | UNIT PRICE | AMOUNT |
| 1 | 1 | 220-5311 | *SYS310,LUX,VGA CRT,90MB | EA | 6599.00 | 6599.00 |
| 1 | 1 | 310-2079 | 2400B SHORT MODEM | EA | 199.95 | 199.95 |
| 1 | 1 | 320-1305 | MS-2A/VGA+ UPGRADE,REPLA | EA | 150.00 | 150.00 |
| 1 | 1 | 340-3009 | 3.5" 1.44MB 5.25"FF FACT | EA | 129.95 | 129.95 |
| 1 | 1 | 900-2000 | XEROX INITIAL SERVICE CO | EA | .00 | .00 |
| 1 | 1 | 310-2034 | PARALLEL PRINTER CABLE | EA | 9.95 | 9.95 |
| 1 | 1 | 330-2001 | LASER SYSTEM 60 | EA | 2195.00 | 2195.00 |
| 1 | 1 | 440-4008 | DB9F TO DB25H CABLE ASSE | EA | 45.95 | 45.95 |
| ***** COD AMOUNT ***** | | | | | | 5.00 |
| * AMOUNT SUBJECT TO SALES/USE TAX | | | | | | |

*DELL Computer
048GI S/N*

| NON-TAXABLE | TAXABLE | SALES TAX | SHIPPING/HANDLING | MISCELLANEOUS | INVOICE TOTAL |
|-------------|---------|-----------|-------------------|---------------|---------------|
| 9329.80 | .00 | .00 | .00 | 5.00 | 9334.80 |

PLEASE RETURN THIS PORTION OF THE INVOICE WITH YOUR PAYMENT

INVOICE DATE 5/18/89 INVOICE NUMBER 3658804 ACCOUNT NUMBER 436833 PLEASE PAY THIS AMOUNT 9334.80

REMIT TO



MANUFACTURER OF PC'S LIMITED PERSONAL COMPUTERS

DELL DIRECT SALES CORPORATION
 A WHOLLY OWNED SUBSIDIARY
 FID #: 74-2485041
 9505 ARBORETUM BLVD, AUSTIN, TEXAS 78759-7299
 FAX (512) 338-8700 TEL (512) 338-4400

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ENVIRO STRUCTURES
 FELICIANO, RICHARD
 1230 CRONSON BLVD
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 1230 CRONSON BLVD
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| ACCOUNT NUMBER | CUSTOMER PURCHASE ORDER NUMBER | SALESMAN NAME - NUMBER | INVOICE NO. |
|----------------|--------------------------------|------------------------|-------------|
| 436833 | | LEE BLAYLOCK 71 | 3658804 |

| DATE | ORDER DATE | SHIPPED VIA | TERMS |
|---------|------------|-------------|------------------|
| 5/18/89 | 5/10/89 | UPS | CASH ON DELIVERY |

| ORDERED | QUANTITY SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT | UNIT PRICE | AMOUNT |
|---------------------------------------------------------------------|------------------|-------------|-----------------------------|------|------------|---------|
| 1 | 1 | 220-5311 | *SYS310, LUX, VGA CRT, 90MB | EA | 6599.00 | 6599.00 |
| 1 | 1 | 310-2079 | 2400B SHORT MODEM | EA | 199.95 | 199.95 |
| 1 | 1 | 320-1305 | MS-2A/VGA+ UPGRADE, REPLA | EA | 150.00 | 150.00 |
| 1 | 1 | 340-3009 | 3.5" 1.44MB 5.25"FF FACT | EA | 129.95 | 129.95 |
| 1 | 1 | 900-2000 | XEROX INITIAL SERVICE CO | EA | .00 | .00 |
| 1 | 1 | 310-2034 | PARALLEL PRINTER CABLE | EA | 9.95 | 9.95 |
| 1 | 1 | 330-2001 | LASER SYSTEM 60 | EA | 2195.00 | 2195.00 |
| 1 | 1 | 440-4008 | DB9F TO DB25H CABLE ASSE | EA | 45.95 | 45.95 |
| ***** COD AMOUNT ***** | | | | | | 5.00 |
| * AMOUNT SUBJECT TO SALES/USE TAX DELL Computer 048GI S/N | | | | | | |

| NON-TAXABLE | TAXABLE | SALES TAX | SHIPPING/HANDLING | MISCELLANEOUS | INVOICE TOTAL |
|-------------|---------|-----------|-------------------|---------------|---------------|
| 9329.80 | .00 | .00 | .00 | 5.00 | 9334.80 |

PLEASE RETURN THIS PORTION OF THE INVOICE WITH YOUR PAYMENT

INVOICE DATE 5/18/89 INVOICE NUMBER 3658804 ACCOUNT NUMBER 436833 PLEASE PAY THIS AMOUNT 9334.80

REMIT TO

277833

543 134

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) Brown, Melvin & Shige 1252 RoundTop Drive Odenton, MD 21113 | 2. Secured Party(ies) and address(es) Kayak Mfg. Corporation 325 Harlem Road West Seneca, NY 14224 | For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 FILING OFFICE #11115 07/05/89 CK EILE SCHAFER 14 SO. CIRCUIT COURT |
| 4. This financing statement covers the following types (or items) of property: 12 x 20 Kayak Award Winning Pool | | 5. Assignee(s) of Secured Party and Address(es) Second Federal Funding |

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 Melvin C. Brown Sr. BR
Shige G. Brown BR
 Signature(s) of Debtor(s)

Kayak Manufacturing Corporation
 BY Stephen Van Cise/Secretary
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

BA9124 - C3886

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

If transaction or transactions wholly or partially subject to 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 Baw-Co, Inc.

Address 1230 Cronson Blvd. Crofton, MD 21114

2. SECURED PARTY

Name L. B. Smith, Inc.

Address P.O. Box 8658 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)

One (1) 1987 Hanomag L600D Crawler Loader, S/N 20028 with all standard equipment and the following options: sealed & lubricated tracks, 2 1/2 yd. G.P. bucket with teeth & spillguard track roller guards (center) 3 spool valve operator w/ROPS 2,357 lb. counter weight, hydraulic lines (rear).

Name and address of Assignee: Keystone Acceptance Corp. 2001 State Road Camp Hill, PA 17011

RECORD FEE GK 11.00 POSTAGE .50 #402410 CITY NO3 113150

CHECK THE LINES WHICH APPLY

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

(Signature of Debtor) Baw-Co, Inc.

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

Type or Print Above Signature on Above Line

[Signature] Asst. Secy
(Signature of Secured Party)

L. B. Smith, Inc.
Type or Print Above Signature on Above Line

1/50

CDF/05-22-87
9794X
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

543-138

277033

| | |
|--------------------------------------------------------------------------|--------------------------------------|
| To be recorded | Not subject to recordation |
| (1) in the Land Records of Anne Arundel County; | tax |
| (2) in the Financing Statement Records of Anne Arundel County; and | Principal amount is \$ 110,000.00 |
| (3) in the Financing Statement Records of Anne Arundel County | |

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

| | |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| 1. Debtor: | Mailing Address of Debtor: |
| <u>John M. Henry</u> <u>Shirley L. Henry</u> | <u>416 Nancy Ave.</u> <u>Linthicum Heights, MD 21090</u> |
| 2. Secured Party: | Address of Secured Party: |
| STERLING BANK & TRUST CO., a bank and trust company organized and existing under the law of Maryland, | Suite 201 111 East Water Street Baltimore, Maryland 21202 |

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, 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,

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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. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

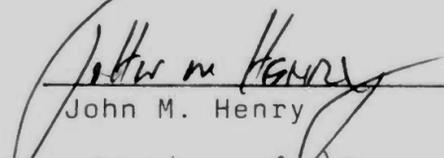
4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

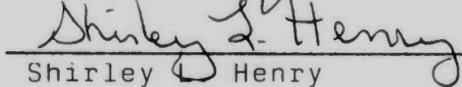
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in 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 \$110,000.00. 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:



John M. Henry


Shirley L. Henry

Date: 6/30, 1989

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

CDF/05-22-87
9794X
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

BOOK 543 PAGE 140

FINANCING STATEMENT

by

John M. Henry and Shirley L., Debtor
Henry
and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

MT/C # 3891289

ATTACHED TO AND MADE A PART OF A DEED OF TRUST FROM JOHN M. HENRY and SHIRLEY L. HENRY, husband and wife
TO THE TRUSTEES FOR STERLING BANK & TRUST CO.

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot Numbered Three (3) in the subdivision known as "BURKHARDT FAMILY CONVEYANCE SUBDIVISION", as shown on Plat No. 5985 as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 112 at Page 20; containing 2.00 acres more or less.

277833

543 PAGE 142

INDEMNITY FINANCING STATEMENT

TO BE RECORDED AMONG
THE FINANCING STATEMENT RECORDS OF
ANNE ARUNDEL COUNTY

RECORD FEE 18.00
NOTARIAL FEE .50
SUPPLEMENTAL TO TRUST
DEED
CR THE CLERK
COURT

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

1. NAME AND ADDRESS OF GUARANTOR: Tickneck Road Joint Venture
C/O Kayne, Levin, Neilson &
Bavar
One North Charles Street
Baltimore, Maryland 21201
2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of
Maryland
110 South Paca Street
Baltimore, Maryland 21201
Attn: Commercial Real Estate
Division 109-900

3. This Financing Statement covers all right, title and interest of the Guarantor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Guarantor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the

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construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other 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 an Indemnity Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Guarantor for the benefit of Christopher W. Avery and Patricia A. Bryan, 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.

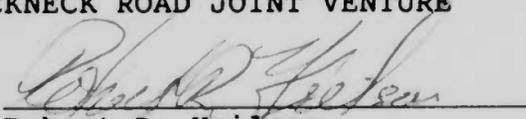
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Guarantor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Guarantor.

GUARANTOR:

TICKNECK ROAD JOINT VENTURE

By: 

Robert R. Neilson
Its General Partner

Filing Officer: After recordation, please return this Financing Statement to:



Suite 1524, The World Trade Center, Baltimore, MD 21202-3041

1882631



File No. 1882631

Policy No.

LEGAL DESCRIPTION

BEGINNING for the same on the north side of Mountain Road and measured along Mountain Road, South 71 degrees 23 minutes 38 seconds East 179.66 feet from the east end of the 195.35 foot line, as shown on a Plat of Dunbrooks, recorded among the Land Records of Anne Arundel County in Plat Book No. 24, at page 16, and running thence with a new line of division as now established, and leaving Mountain Road, (1) North 00 degrees 15 minutes 22 seconds East 301.91 feet to the south side of Gladnor Road, as shown on the aforesaid Plat, thence with said Gladnor Road, the following three courses and distances, viz: (2) South 69 degrees 57 minutes 18 seconds East 16.82 feet, (3) South 77 degrees 06 minutes 38 seconds East 259.58 feet to the point of curve of a fillet, and (4) 27.01 feet, along the arc of a curve to the right, having a radius of 20 feet and a chord bearing South 38 degrees 25 minutes 38 seconds East to the west side of Tick Neck Road, being the East property line of Lot No. 1, as shown on Plat of Subdivision of Dunlap Estate, recorded among said Land Records in Liber J.H.H. No. 246, folio 433, thence with and binding on part of said west property line and the west side of Tick Neck Road, as aforesaid, (5) South 00 degrees 15 minutes 22 seconds West 314.35 feet to the north side of Mountain Road, as aforesaid, thence with and binding on said north side of Mountain Road, being the south outline of Lots Nos. 1 and 2, on the aforesaid Plat of Subdivision of Dunlap Estate, (6) North 71 degrees 23 minutes 58 seconds West 300 feet to the place of beginning. Containing 2.04 acres of land, more or less.

SAVING AND EXCEPTING therefrom the property described in a Deed dated March 8, 1989 and recorded among the Land Records of Anne Arundel County in Liber 4818, folio 209 which was granted and conveyed by Tick Neck Road Joint Venture, a Maryland general partnership unto Anne Arundel County, Maryland.

23:019:RC

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[To be filed with the Maryland State Department of Assessments and Taxation and in the Chattel and Land Records of Baltimore City, Baltimore County, Anne Arundel County, Harford County and Prince George's County]

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Post Office Box 116
Baltimore, Maryland 21203

RECORD FEE 21.00
POSTAGE .50
MULTI-MEDIA FEE 10.00
TOTAL 31.50
07/08/89

2. NAME AND ADDRESS OF SECURED PARTY:

SIGNET BANK/MARYLAND
Post Office Box 1077
Baltimore, Maryland 21203

CK N. ERIC GEMPLER
A CO. 111 B. CALVERT STREET

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the following property of the Debtor:

(a) That certain Promissory Note dated September 4, 1985 in the original principal amount of \$482,000.00 made by Donald E. Grempler and Mary Bell Grempler to the order of Baltimore Federal Financial, F.S.A.

That certain Purchase Money Deed of Trust dated September 4, 1985 executed by Donald E. Grempler and Mary Bell Grempler, (collectively) as Grantor to Charles E. Baker and Robert P. Warr, Jr., Trustees for the benefit of Baltimore Federal Financial, F.S.A., and recorded in the Land Records of Anne Arundel County in Liber EAC No. 3954, Folio 428.

2/5

RETURN TO:

Hogan & Hartson
111 B. Calvert Street
Baltimore, MD 21202

543 147

(b) That certain Promissory Note dated December 17, 1985 in the original principal amount of \$147,060.00 made by Blue & Gold Associates, II to the order of Baltimore Federal Financial, F.S.A.

That certain Purchase Money Deed of Trust dated December 17, 1985 executed by Blue & Gold Associates, II as Grantor to Robert P. Warr, Jr. and Charles E. Baker, Trustees for the benefit of Baltimore Federal Financial, F.S.A., and recorded in the Land Records of Harford County in Liber CGH 1301, Folio 0285.

(c) That certain Promissory Note dated December 20, 1985 in the original principal amount of \$500,000.00 made by Edgemont Limited Partnership to the order of Baltimore Federal Financial, F.S.A.

That certain Deed of Trust dated December 20, 1985 executed by Edgemont Limited Partnership as Grantor to Robert P. Warr, Jr. and Charles E. Baker, Trustees for the benefit of Baltimore Federal Financial, F.S.A., and recorded in the Land Records of Baltimore County in Liber E.H.K., Jr. No. 7060, Page 621.

(d) That certain Promissory Note Secured by Deed of Trust dated April 30, 1985 in the original principal amount of \$5,000,000.00 made by Greenbelt Associates to the order of Baltimore Federal Financial, F.S.A.

That certain Deed of Trust (And Security Agreement) dated April 30, 1985 executed by Greenbelt Associates and Martin's, Inc. (collectively) as Grantor to Russell R. Reno, Jr. and Paul A. Stuart, Trustees for the benefit of Baltimore Federal Financial, F.S.A., and recorded in the Land Records of Prince George's County in Liber 6094, Page 5.

(e) That certain Promissory Note dated August 22, 1986 in the original principal amount of \$120,000.00 made by Frederick W. Rovecamp and Faye S. Rovecamp to the order of Baltimore Federal Financial, F.S.A.

That certain Second Deed of Trust dated August 22, 1986, executed by Frederick W. Rovecamp and Faye S. Rovecamp as Grantors to Robert P. Warr, Jr. and Charles E. Baker, Trustees for the benefit of Baltimore Federal Financial, F.S.A., and recorded in the Land Records of Baltimore City in Liber S.E.B. No. 977, Folio 306.

543 148

(f) That certain Second Promissory Note dated May 21, 1986 in the original principal amount of \$185,000.00 made by Blue & Gold Associates, II to the order of Baltimore Federal Financial, F.S.A.

That certain Second Deed of Trust dated May 21, 1986, executed by Blue & Gold Associates, II as Grantor to Charles E. Baker and Robert P. Warr, Jr., Trustees for the benefit of Baltimore Federal Financial, F.S.A., and recorded in the Land Records of Harford County in Liber CGH III No. 1325, Folio 0696.

(g) That certain Promissory Note dated March 30, 1987 in the original principal amount of \$101,500.00 made by William J. Pencek, Jr. and James W. Heil to the order of Baltimore Federal Financial, F.S.A.

That certain Purchase Money Deed of Trust dated March 30, 1987 executed by William J. Pencek, Jr. and James W. Heil as Grantors to Robert P. Warr, Jr. and Mark S. Corneal, Trustees for the benefit of Baltimore Federal Financial, F.S.A., and recorded in the Land Records of Baltimore County in Liber 7469, Folio 117.

(h) That certain Promissory Note dated October 2, 1986 in the original principal amount of \$300,000.00 made by Robert P. Kottraba and Mary C. Kottraba to the order of Baltimore Federal Financial, F.S.A.

That certain Deed of Trust dated October 2, 1986 executed by Robert P. Kottraba and Mary C. Kottraba as Grantors to Charles E. Baker and Robert P. Warr, Jr., Trustees for the benefit of Baltimore Federal Financial, F.S.A., and recorded in the Land Records of Baltimore County in Liber E.H.K., Jr. No. 7284, Folio 234.

(i) That certain Amended and Restated Promissory Note dated October 31, 1986 in the original principal amount of \$850,000.00 made by PKJWS Limited Partnership to the order of Baltimore Federal Financial, F.S.A.

That certain Amended and Restated Deed of Trust dated October 31, 1986 executed by PKJWS Limited Partnership as Grantor to Charles E. Baker and Robert P. Warr, Jr., Trustees for the benefit of Baltimore Federal Financial, F.S.A., and recorded in the Land Records of Baltimore City in Liber S.E.B. 1056, Folio 514.

(j) That certain Promissory Note dated December 22, 1986 in the original principal amount of \$480,000.00 made by Michael J. Walkley to the order of Baltimore Federal Financial, F.S.A.

That certain Purchase Money Deed of Trust dated December 22, 1986 executed by Michael J. Walkley as Grantor to Charles E. Baker and Robert P. Warr, Jr., Trustees for the benefit of Baltimore Federal Financial, F.S.A., and recorded in the Land Records of Baltimore City in Liber SEB 1144, Folio 202.

(k) That certain Promissory Note dated December 16, 1986 in the original principal amount of \$390,000.00 made by James F. Lomma to the order of Baltimore Federal Financial, F.S.A.

That certain Purchase Money Deed of Trust dated December 12, 1986 executed by James F. Lomma as Grantor to Charles E. Baker and Robert P. Warr, Jr., Trustees for the benefit of Baltimore Federal Financial, F.S.A., and recorded in the Land Records of Anne Arundel County in Liber 4250, Folio 517.

(l) That certain Promissory Note dated September 11, 1986 in the original principal amount of \$400,000.00 made by Emanuel S. Glasser to the order of Baltimore Federal Financial, F.S.A.

That certain Deed of Trust dated September 11, 1986 executed by Emanuel S. Glasser as Grantor to Charles E. Baker and Robert P. Warr, Jr., Trustees for the benefit of Baltimore Federal Financial, F.S.A., and recorded in the Land Records of Baltimore County in Liber E.H.K., Jr. No. 7329, Folio 439.

(m) That certain Promissory Note dated June 9, 1986 in the original principal amount of \$320,000.00 made by Frederick W. Rovecamp and Faye S. Rovecamp to the order of Baltimore Federal Financial, F.S.A.

That certain Deed of Trust dated June 9, 1986 executed by Frederick W. Rovecamp and Faye S. Rovecamp as Grantors to Robert P. Warr, Jr. and Charles E. Baker, Trustees for the benefit of Baltimore Federal Financial, F.S.A., and recorded in the Land Records of Baltimore City in Liber S.E.B. 0896, Folio 086.

(n) All of Debtor's rights as mortgagee, loss payee, insured and additional insured under all casualty, liability and other insurance policies issued with respect to any property encumbered by the foregoing Deeds of

Trust, and all of Debtor rights as insured party under all title insurance policies issued to insure the foregoing Deeds of Trust.

(o) All of Debtor's rights under all guaranties, security agreements, pledge and hypothecation agreements, insurance agreements, assignments, subordination agreements, financing statements and all other instruments and documents now or hereafter executed and/or delivered to Debtor in connection with any of the transactions which are the subject of any of the documents described in this Item 3, and all of Debtor's rights under all extensions, modifications and other amendments to any of the documents described in this Item 3.

(p) All proceeds (cash and non-cash), products, substitutions, renewals and replacements of all of the property described in this Item 3 in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the property described in this Item 3, whether in the possession of Debtor or any other person.

4. Proceeds and products of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax.

6. RETURN TO: Kevin G. Gralley, Esquire
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

DEBTOR:

BALTIMORE FEDERAL FINANCIAL, F.S.A

By: 

Robert P. Warr/Executive Vice President
(Type or print name and title of person signing)

June 30, 1989
(Date signed by Debtor)

543-151

277811

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| 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) NVR L.P. 7601 Lewinsville Road McLean, VA 22102 | 2. Secured Party(ies) and address(es) Pittsburgh National Bank, as Agent Fifth Avenue at Wood Street Pittsburgh, PA 15265 Attn: Commercial Real Estate | For Filing Officer (Date, Time, Number, and Filing Office) |
| 4. This financing statement covers the following types (or items) of property: The property covered by this Financing Statement is described in Exhibit I attached hereto and made a part hereof. This financing statement reflects the name change of NVRyan L.P. to NVR L.P. and continues the perfection of financing statement #004620 filed on 7/1/87. The underlying secured transaction being publicized by this Financing Statement is not subject to the recordation tax imposed by Article 12 Section 203 Annotated Code of Maryland. | | 5. Assignee(s) of Secured Party and Address(es) |

SECURITY FEE \$1.00
 POSTAGE GK .30
 WASHINGTON CITY MD 20540
 JUL 04 87
 BY FILE NUMBER

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) | Filed with: |
| <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. | Anne Arundel County, MD, |
| <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected | Clerk |
| Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented | |

NVR L. P.
 By: see attached signature page
 Signature(s) of Debtor(s)

PITTSBURGH NATIONAL BANK, as Agent
 By: John Sullivan C.B.O.
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

17.50

SIGNATURE PAGE ATTACHED TO
UCC-1 FINANCING STATEMENT

Debtor: NVR L.P.
Secured Party: Pittsburgh National Bank, as Agent

DEBTOR:

NVR L.P. (formerly NVRyan L.P.)
By: NVHomes II L.P.,
general partner
By: NVCompanies, Inc.,
general partner

By: *Richard J. Coats*

Title: *VP*

EXHIBIT I

543 153

All of the Debtor's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired (words and terms defined in the Uniform Commercial Code shall have the same meanings when used herein):

- (i) all general intangibles of the Debtor, including general intangibles now in existence and those that shall hereafter arise;
- (ii) all accounts of the Debtor, including accounts now in existence and those that shall hereafter arise, subject to any security interest in such accounts securing letters of credit issued for the account of NVRyan L.P. or any of its consolidated subsidiaries, including the Debtor;
- (iii) all inventory of the Debtor, including inventory which it now owns and that which it shall hereafter acquire;
- (iv) all chattel paper of the Debtor, including chattel paper which it now owns and that which it shall hereafter acquire;
- (v) all equipment (including fixtures) of the Debtor, including equipment which it now owns and that which it shall hereafter acquire;
- (vi) all documents of the Debtor including documents which it now owns and those which it shall hereafter acquire;
- (vii) all instruments, letters of credit and advices of credit of the Debtor, including those which it now owns and those which it shall hereafter acquire;
- (viii) all other property of the Debtor at any time delivered to or in the possession of the Security Party;
- (ix) any property the Debtor has given or may give in the future to the Secured Party to secure its indebtedness;
- (x) all of the Debtor's interest in any legal entity organized as a joint venture or a general or limited partnership in which the Debtor now owns or hereafter acquires an interest, including, without limitation, the right to receive profits and liquidation proceeds therefrom and any and all rights contained in any partnership agreement;
- (xi) all shares of capital stock of any legal entity organized as a corporation in which the Debtor now owns or hereafter acquires an equity interest, including, without limitation, all securities and additional securities receivable in respect of or in exchange for such securities, all rights to subscribe for securities incident to or arising from ownership of such securities, all cash, interest, stock and other dividends or distributions paid or payable on such securities, and all books and records pertaining to the foregoing, but not including shares of H. H. Robertson Company, United Savings Bank and Federal national Mortgage Association owned by the Debtor; and

(xii) all additions to and substitutions for and products and proceeds (including insurance proceeds) of any of the properties mentioned in clauses (i) through (xi) above.

Notwithstanding the generality of the foregoing, the collateral described herein shall not include any of right, title and interest of the Debtor in, to or under any of the mortgage servicing contracts, agreements, or arrangements between the Debtor, on the one hand, and the Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, on the other hand, except that such collateral shall include any and all payments made under such contracts, agreements, or arrangements to the Debtor by GNMA, whether in the ordinary course of business or upon the termination, transfer or sale of such GNMA contracts, agreements or arrangements.

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

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

Anne Aronson
11641
11.00

543 155

277812

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. \$ 6175.00

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

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

1. DEBTOR

Name GMAC Mortgage Corporation

Address 2666 Riva Rd., Annapolis, MD 21401

2. SECURED PARTY

Name AEL Leasing Co., Inc.

Address PO Box 13428

Reading, PA 19612-3428

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

3. Maturity date of obligation (if any) _____

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

- (1) Compaq 386 20E Mod 1
- (1) CMS Hard Drive, 40MB
- (1) Zenith Monitor #1490 Flatscreen
- (1) Microsoft Mouse w/PC Paintbrush
- (1) H/P Desk Jet Plus
- (1) Aldus Pagemaker Software
- (1) DOS 3.31
- (1) Logitech Scan Man

RECORD FEE 11.00
6/89
B 6031
CK 840310 DT77103 TOP43
07/06/89
H. FRIZ SCHAFER
HH CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

GMAC Mortgage Corporation



[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.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

PARTIES

Debtor name (last name first if individual) and mailing address:
WUNDER DENISE E.
1640 SHANNON O CIRCLE
SEVERN MD 21144

Debtor name (last name first if individual) and mailing address:
WUNDER JEFFREY M.
1640 SHANNON O CIRCLE
SEVERN MD 21144

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
PROFESSIONAL MH BROKERS
10401 LANHAM-SEVERN ROAD
LANHAM, MD 20706

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE INC.

2200 OPITZ BLVD., STE. 245
WOODBIDGE, VA 22191

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):
a. acquired after a change of name, identity or corporate structure of the Debtor.
b. as to which the filing has lapsed.
c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county
 when the Debtor's residence or place of business was moved to this county.
d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

PROFESSIONAL MH BROKERS
[Signature]

STANDARD FORM - FORM UCC-1 (1-1-89)
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): 543 PAGE 156
Date, Time, Filing Office (stamped by filing officer): 277813

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth
 Prothonotary of _____ County
 real estate records of _____ County.

Number of Additional Sheets (if any): 7
Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:
1989 PALM HARBOR SERIAL # PH11-3610 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
CK 14 X 70
 (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):
a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:
Street Address:
Described at Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet
Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):
WUNDER DENISE E. *[Signature]*
WUNDER JEFFREY M. *[Signature]*

RETURN RECEIPT TO:

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

FILING OFFICE ORIGINAL
NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANDOKA, MN, 55303
(612) 421-1713

12-

PARTIES

Debtor name (last name first if individual) and mailing address:

KIRCHNER KENNETH G.
135A PATUXENT MOBILE EST.
LOTHIAN MD 20711

1

Debtor name (last name first if individual) and mailing address:

RYAN LAURA J.
135A PATUXENT MOBILE EST.
LOTHIAN MD 20711

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

PROFESSIONAL MH BROKERS
10401 LANHAM-SEVERN ROAD
LANHAM, MD 20706

2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

2a

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

PROFESSIONAL MH BROKERS

DC Swire, agent

4

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

BOOK 543 PAGE 157

RECORD FEE 12.00
PAID 0777 003 109145
277011

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County
- real estate records of _____ County

6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters):

8

COLLATERAL

Identify collateral by item and/or type:

1987 FLEETWOOD SANDPOINTE 14 X 70
SERIAL # VAF1SP1AG421916515 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered.

9

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County Uniform Parcel Identifier _____
 Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 KIRCHNER KENNETH G. *Kenneth G. Kirchner*

1a RYAN LAURA J. *Laura J. Ryan*

11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

12

12-

PARTIES

Debtor name (last name first if individual) and mailing address:

STAYTON RICHARD M.
1502 H FLANDERS LANE
HARWOOD MD 20776 1

Debtor name (last name first if individual) and mailing address:

STAYTON CAROL M.
1502 H FLANDERS LANE
HARWOOD MD 20776 1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

PROFESSIONAL MH BROKERS
10401 LANHAM-SEVERN ROAD
LANHAM, MD 20706 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBRIDGE, VA 22192 2a

Special Types of Parties (check if applicable):

The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively

The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively

Debtor is a Transmitting Utility. 3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

a. acquired after a change of name, identity or corporate structure of the Debtor.

b. as to which the filing has lapsed.

c. already subject to a security interest in another county in Pennsylvania -
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.

d. already subject to a security interest in another jurisdiction -
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.

e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

PROFESSIONAL MH BROKERS
DC [Signature] 4

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): **Date, Time, Filing Office** (stamped by filing officer):

543 158 277815 5

This **Financing Statement Change** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

Secretary of the Commonwealth.

Prothonotary of _____ County

real estate records of _____ County. 6

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:

1982 COMMODORE GUARDIAN 24 X 60
SERIAL # 245216021U02 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE." 9

(check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

a. crops growing or to be grown on -

b. goods which are or are to become fixtures on -

c. minerals or the like (including oil and gas) as extracted on -

d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:
Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record): 10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

STAYTON RICHARD M. > *Richard M Stayton*

STAYTON CAROL M. > *Carol M Stayton*

1b 11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBRIDGE, VA 22192 12



277816

543 159

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Ann Arundel County
Baltimore County

| NAME | Street | City | State |
|-------------------------------------------------------------------------------|--------|------|-------|
| 1. Debtor(s) | | | |
| <u>Edward G. Dahne, DDS 6201 Baltimore National Pike Baltimore, Md. 21228</u> | | | |
| <u>Marlene Z. Dahne, DDS 6201 Baltimore National Pike Baltimore MD 21228</u> | | | |

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

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

Check one or more boxes as applicable:

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

Title Owner of Real Estate: _____

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: Lynn J. Mueller

Type Name Lynn J. Mueller

Title Asst. Mgr.

Debtor(s) or Assignor(s)

x Edward G. Dahne

x Marlene Z. Dahne

Type or Print Name and Title of Each Signature

1250

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.

G. M. Ladd & Sons, Inc.
458 Jewell Road
Dunkirk, MD 20754

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

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

RECORD FEE 11.00
GK .50
4403100 CTTT R03 11/14/87

Name & address of Secured Party

Elliott & Frantz, Inc.
10421 Guilford Road
Jessup MD 20794

Name & address of Assignee

Associates Commercial Corporation
4191 Innslake Drive, Suite 118
Glen Allen, VA 23060

H. FILE NUMBER

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One Link-Belt Model LS4300C Hydraulic Excavator S/N G8H9-687
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS,
REPLACEMENT PARTS, ADDITIONS, AND ALL 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:

G. M. Ladd & Sons, Inc.

Elliott & Frantz, Inc.

Signature of Debtor if applicable (Date)

Grover M. Ladd Pres.
Grover M. Ladd, Pres.

Signature of Secured Party if applicable (Date)

Robert L. Schaeffer VP
Robert L. Schaeffer, VP

11/14/87

543 161 STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-1

Identifying File No. 277843

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$938,000.00

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 Trans World Airlines, Inc.
 Address 100 South Bedford Road, Mt. Kisco, NY 10549

2. SECURED PARTY

Name Shawmut Bank, N.A., as Trustee
 Address 1 Federal Street, Boston, MA 02211

Person And Address To Whom Statement Is To Be Returned 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.

- Partially subject to the Maryland Recordation Tax
- The amount of the debt has been determined in accordance with Maryland Tax-Property Code Ann. Section 12-105 (1986)
- Recordation Tax in the amount of \$6,568.80 is being paid today. UCC's are being filed today with the Department of Assessment and Taxation.

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)

Julie C. Decker
 (Signature of Debtor)

Trans World Airlines, Inc.
 Type or Print Above Name on Above Line

 (Signature of Debtor)

Type or Print Above Signature on Above Line

(NOT REQUIRED)
 (Signature of Secured Party)

Shawmut Bank, N.A., as Trustee
 Type or Print Above Signature on Above Line

25

65766-

.50

Return to: Weil, Gotshal & Manges
 1615 L Street, N.W.
 Suite 700
 Washington, D.C. 20036

RECORD FEE 25.00
 RECORD TAX 566.80
 POSTAGE .30
 REGISTERED MAIL 10.450
 07/26/89
 H. EMLE SCHAFER
 MD CO. CIRCUIT COURT

EXHIBIT A to Financing Statement of
Trans World Airlines, Inc., as Debtor
(the "Debtor"), and Shawmut Bank, N.A.,
as Collateral Agent, as Secured Party
(the "Secured Party")

A. Collateral. The attached financing statement covers all of Debtor's right, title and interest in the following types (or items) or property (collectively, the "Collateral"):

(i) all Pledged Spare Parts;

(ii) all cash and/or Investment Securities deposited with the Collateral Agent to be held by the Collateral Agent as security for the Obligations;

(iii) all Pledged Spare Parts and other property, of every kind and character, which may be granted, bargained, sold, conveyed, transferred, assigned or pledged pursuant to the terms of the Pledge Agreement by the Debtor to the Collateral Agent subsequent to July 1, 1989; and

(iv) the tolls, rents, revenues, issues, income, distributions, products and profits, and all the estate, right, title, interest and claim whatsoever, at law, as well as in equity, which the Debtor has or possesses on the date of delivery of this Pledge Agreement or to which the Debtor may thereafter become legally or equitably entitled, from, in or to the Collateral (excluding all cash on hand or in banks, instruments and accounts receivable arising from the conduct of the Debtor's business, other than such arising from the use, operation, storage, control or management of the Collateral by the Collateral Agent pursuant to the terms of the Pledge Agreement or acquired through distributions, if any, made pursuant to terms of the Acquired Slot Trust Agreement.

B. Operative Document. This financing statement is made with reference to the Pledge Agreement relating to and securing the Obligations. A copy of the Pledge Agreement and additional information relating to the Collateral thereunder is available from the Secured Party at the address set forth on the financing statement.

C. Definitions. As used in this financing statement, the following terms shall have the following meanings:

"Acquired Slot Trust Agreement" means the Acquired Slot Trust Agreement dated as of July 1, 1989 between the Debtor and the Slot Trustee, pursuant to which the Slot Trust is created.

"Capital Units" means those Spare Parts which will normally last the life of the aircraft on which they are to be placed, such as spare control surfaces, landing gears, avionic units and engine accessories.

"Collateral Agent" means the Trustee acting in the capacity of collateral agent on behalf of the holders of the Notes under the Pledge Agreement.

"Deed of Conveyance" means the Deed of Conveyance dated as of July 1, 1989 between the Debtor and the Slot Trust pursuant to which certain of Debtor's Slots are assigned, transferred and conveyed from the Debtor to the Slot Trust.

"Expendables" means those Spare Parts which are used (consumed) in the Debtor's routine operations and are generally items which either are used only once and then discarded or are held in inventory until such time as they are designated as Pipeline Spares, and include aircraft and airframe parts, such as blades, gears and panels, and general hardware items such as gaskets, light bulbs, raw metal stock and fabric.

"FAA" means the Federal Aviation Administration or similar regulatory authority established to replace it.

"Federal Aviation Act" means the Federal Aviation Act of 1958, as amended from time to time, or any similar legislation of the United States enacted in substitution or replacement thereof.

"Indenture" means the Indenture dated as of July 1, 1989 between the Debtor and the Trustee.

"Investment Security" means (a) any bond, note or other obligation which is a direct obligation of or guaranteed by the United States or any agency thereof; (b) any obligation which is a direct obligation of or guaranteed by any state of the United States or any subdivision thereof or any agency of any such state or subdivision, and which has the highest rating published by Moody's Investors Service, Inc. or Standard & Poor's Corporation; (c) any commercial paper issued by a United States obligor and having the highest rating published by

Moody's Investors Service, Inc. or Standard & Poor's Corporation; (d) any money market investment instrument relying upon the credit and backing of any bank or trust company which is a member of the Federal Reserve System and which has a combined capital (including capital reserves to the extent not included in capital) and surplus and undivided profits of not less than \$250,000,000 (including the Trustee and its affiliates if such requirements as to Federal Reserve System membership and combined capital and surplus and undivided profits are satisfied), including, without limitation, certificates of deposit, time and other interest-bearing deposits, bankers' acceptances, commercial paper, loan and mortgage participation certificates and documented discount notes accompanied by irrevocable letters of credit; or (e) repurchase agreements collateralized by any of the foregoing.

"Notes" means the 15% Senior Secured Notes due 1994 of the Debtor, as amended or supplemented from time to time, that are issued under the Indenture.

"Obligations" means any and all of the Debtor's indebtedness and obligations evidenced by the Notes and all of its obligations to perform acts or refrain from taking any action under the Notes and the Pledge Agreement.

"Pipeline Spares" means certain semi-rotatable Spare Parts which were formerly Expendables until their designation as Pipeline Spares and their removal from the inventory of Expendables. Pipeline Spares consist principally of engine components.

"Pledge Agreement" means the Pledge and Security Agreement dated as of July 1, 1989 between the Debtor and the Collateral Agent, pursuant to which the Pledged Spare Parts are pledged to the Collateral Agent.

"Pledged Spare Parts" means the Spare Parts included in the Debtor's inventory control system or any system used to track and value the Debtor's inventory of Spare Parts, now and hereafter owned or acquired by the Debtor, used or usable on the models of aircraft and engines in the Debtor's fleet as of the date of the Indenture or on ground equipment and located in Anne Arundel County, Maryland -----.

The term "Pledged Spare Parts" does not include (a) specifically identified Spare Parts acquired by the Debtor within six months of, and in connection with, an acquisition of aircraft or engines and acquired for use on such aircraft or engines

even though the above-requirements may otherwise be satisfied with respect to such Spare Parts, provided, however, that replacements of such Spare Parts are included in the term "Pledged Spare Parts"; (b) Spare Parts that are installed on an aircraft or engine or on ground equipment; (c) Spare Parts and other equipment owned by Desert Springs Marriott Limited Partnership ("Desert Springs") and leased to the Debtor pursuant to the Purchase Agreement and the Lease Agreement, each dated as of March 3, 1987, between the Debtor and Desert Springs; and (d) Spare Parts leased to, loaned to or held on consignment by, the Debtor. The Pledged Spare Parts on the date hereof consist of Expendables, Pipeline Spares and Capital Units.

"Slot" means all of the rights, titles, interests and privileges of an air carrier in and to the primary operating authority granted by the FAA pursuant to Title 14, to conduct one Instrument Flight Rule (as defined under the Federal Aviation Act) take-off or landing in a specified one-hour or half-hour period. The term "Slot" as used herein shall include all Slots created after July 1, 1989 pursuant to Title 14.

"Slot Trust" means the trust created under the Acquired Slot Trust Agreement solely to acquire and hold certain of the Debtor's Slots transferred to the Slot Trust pursuant to the Deed of Conveyance or subsequent deeds of conveyance similar, in form and substance, to the Deed of Conveyance.

"Slot Trustee" means the Trustee, in its capacity as trustee under the Slot Trust.

"Spare Parts" means the appliances, spare parts, instruments, appurtenances, accessories, furnishings, and other equipment of whatever nature (other than engines) maintained for installation or use in aircraft, engines or any appliance or propeller useable thereon or on ground equipment. The terms "spare parts" and "appliances" (as used in this definition) shall include, but not be limited to, the definitions assigned to those terms by Section 1301 of Title 49 of the United States Code as amended from time to time or any recodification thereof in any regulation.

"Title 14" means Title 14 of the Code of Federal Regulations, Part 93, Subparts K & S, as amended from time to time or any recodification thereof in any regulation.

EXH 543 PAGE 166

"Trustee" means the party named as such in the Indenture until a successor replaces it in accordance with the provisions of the Indenture and thereafter means the successor.

543 REC 167

277819

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): Centronic Wholesalers of Maryland, Inc. Address(es): 1610 Whitehall Road
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department: AARU
Post Office Box 987, Mailstop 500-270
Attention: Lynn Amos 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 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 CK .50
#404030 0777 AUG 11 10:04
H. FREE SCHWEPER
AA CO. DEPUTY CLERK

Debtor: Centronic Wholesalers of Maryland, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any
John A. Carbone, Jr., President

By: [Signature] (Seal)
Type name and title
Rodney D. Gypin, Vice President

MARYLAND NATIONAL BANK

11/4

Md. Tol
Maryland National Bank
Credit Collateral Dept
P.O. Box 871
Annapolis, Maryland 21404

277850

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): ELANNE CORPORATION Address(es): 27 Maryland Avenue
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department AARU
 Post Office Box 987, Mailstop 500-270
 Attention: Lynn Amos 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
 240440 CTTT NOS 110:04
 07/06/89

Debtor: ELANNE CORPORATION

Secured Party: Maryland National Bank

By: Joanne B. D. Green (Seal)
Joanne B. D. Green, President

By: H. ERLE SCHAFER (Seal)
H. ERLE SCHAFER

By: Ethel P. S. Underwood (Seal)
Ethel P. S. Underwood, Vice President
 Treasurer

By: Timothy J. Murphy
Timothy J. Murphy, Commercial Banking Officer

MARYLAND NATIONAL BANK

115

Mailed To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 971
 Annapolis, Maryland 21404

277851

543 - 169

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)

OPTIC GRAPHICS, INC.
101 Dover Rd.
Glen Burnie, MD 21061

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

PROVIDENT NATIONAL LEASING CORPORATION
Broad & Chestnut Streets
Philadelphia, PA 19101

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

RECORD FEE 11.00
POSTAGE .50
DJ

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

EQUIPMENT MORE FULLY DESCRIBED ON ATTACHED EXHIBIT "A".

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

1973
27/03/83
H. EDLE STAMPER
IN CO. CIRCUIT COURT

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

101 Dover Rd.

Glen Burnie, Md. 21061

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

1812.01 Anne Arundel

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)

OPTIC GRAPHICS, INC.

PROVIDENT NATIONAL LEASING CORPORATION

By

[Signature]

Signature(s) of Debtor(s)

By

[Signature]

Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(1) FILING OFFICER COPY - NUMERICAL
(3/83)

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

1150

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Page 1 of 1

Forming a part of documents related to equipment lease agreement number 1812.01

Between OPTIC GRAPHICS, INC.
 Lessee and PROVIDENT NATIONAL LEASING CORPORATION

| Quantity | PRODUCT NUMBER | DESCRIPTION |
|----------|----------------|----------------------------------|
| 1.0 | 2024 | COVALENT/2024 SHOPSYSTEM |
| 1.0 | 1914 | UPS & LINE CONDITIONER, 830W |
| 34.0 | 1220 | SHOPSTATIONS |
| 21.0 | 1430 | OFFICESTATIONS |
| 7.0 | 1655 | PRINTER, 80 COLUMN, 240 CPS |
| 1.0 | 1210 | CONTROLLER |
| 1.0 | 2280 | INVENTORY, SERIES 600/2000 |
| 1.0 | 2370 | SUB JOB TRACKING, S600/2000 |
| 1.0 | 2815 | SHOPLINK, IBM PCXT, S4/5/6/10/20 |
| 1.0 | 2400 | SHOPVIEW |
| 1.0 | 2960 | ACE REPORT WRITER, S4/5/6/10/20 |
| 1.0 | 2940 | PC/CONNECT |
| 1.0 | 9526 | ADEPT CONSULTING |

| |
|--------------------|
| INITIAL |
| <i>[Signature]</i> |
| |
| |

8/11/89
Wk

543-171

277852

FINANCING STATEMENT FORM UCC-2

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 6/2/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of Debtor ^{Lessee} ~~Debtor~~ UNC Naval Products Division of UNC, Incorporated
Address 175 Admiral Cochrane Drive, Annapolis, MD 21401

2. Name of Secured Party ^{Lessor} ~~Secured Party~~ General Electric Capital Corporation
Address 1080 Elm Street, Rocky Hill, CT 06067

3. Assignee of Secured Party _____
Address _____

RECORD FEE
DISTANCE
DJ 11.00
.50
7/10/89
H. ERLE SCHAFER
CIRCUIT COURT

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

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)
This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) Hitachi Zosen 5000 ton Hydraulic Press as more fully described in Annex A attached hereto and made a part hereof...including all proceeds, replacements and accretions attached thereto and all substitutions thereof. LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.

Not Subject to Recordation Tax.
Sch. #3

CHECK THE LINES WHICH APPLY

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

(Signature of ~~Debtor~~ Lessee)
UNC Naval Products Division of UNC, Incorporated
Type or Print Above Signature on Above Line
T.E. Kiely
(Signature of Debtor)
Type or Print Above Signature on Above Line

SECURED PARTY

(Name of Dealership)
By General Electric Capital Corporation
(Signature of Secured Party) Lessor
Type or Print Above Name on Above Line

Clerk of the Circuit Court, Anne Arundel County, MD

ANNEX A TO SCHEDULE NO. 3

This Annex is to be attached to and become part of a UCC-1 Financing Statement dated _____, between the undersigned

| Quantity | Description of Equipment |
|----------|--------------------------|
|----------|--------------------------|

| | |
|---------|--------------------------------------------------------------------|
| One (1) | Hitachi Zosen 5000 ton Hydraulic Press, s/n 11-5381 equipped with: |
|---------|--------------------------------------------------------------------|

Die positioning and reset equipment. 26' high, 32' long, and 14' deep, handles 8000 lb. Dies and is equipped with 5000 Ton Top and Bottom Cylinders and 1200 Ton Side Cylinder; 86" and 56" distance between Horizontal Ram Face Platens; 62" to 30" distance between Vertical Ram Platens which are 96" x 78" x 8" thick; Two Horizontal Ram Platens are 76" x 54" x 8" thick; Frame Opening from left to right is 84" to 60"; Top and Bottom Rams' Stroke is 16"; Adjustable stroke of Left and Right Side Rams is 15"; The Hydraulic Power System is located adjacent to the Press in same pit, 14' below main floor; Tooling Height on the Closed Die is 72" x 22"; Three Electrical Circuits control tonnage settings from 120 Tons to 900 Tons, or 800 Tons to 3000 Tons, or 2000 Tons to 5000 Tons; Electronic Operator Control Panel provides Commands for Top, Bottom, and Side Rams and is Interfaced with the Automated Production Computer Control System furnished from other sources.

...Includes all attachments and accessories now or hereafter attached thereto.

LESSOR:
General Electric Capital Corporation

LESSEE:
UNC Naval Products Division of
UNC, Incorporated

BY: _____

BY: _____

TITLE: Region Credit Analyst

TITLE: Vice President,
Financial Management

1562d

#12.00
DL

543 173

277853

FINANCING STATEMENT FORM UCC-2

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 6/2/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of ~~Debtor~~ ^{Lessee} UNC, INCORPORATED, UNC Naval Products Division
Address 175 Admiral Cochrane Drive, Annapolis, MD 21401

2. Name of ~~Secured Party~~ ^{Lessor} General Electric Capital Corporation
Address 1080 Elm Street, Rocky Hill, CT 06067

3. Assignee of Secured Party _____
Address _____

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

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)
This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) Hitachi Zosen 5000 ton Hydraulic Press as more fully described in Annex A attached hereto and made a part hereof...including all proceeds, replacements and accretions attached thereto and all substitutions thereof. LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.

Not Subject to Recordation Tax.

Sch. #3

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of ~~Debtor~~ ^{Lessee})
UNC, INCORPORATED, UNC Naval Products Division

Type or Print Above Signature on Above Line
T.E. Kiely

(Signature of Debtor)
T.E. Kiely
Type or Print Above Signature on Above Line

SECURED PARTY

(Name of Dealership)
By [Signature]

(Signature of ~~Secured Party~~ ^{Lessor})
General Electric Capital Corporation
Type or Print Above Name on Above Line

Clerk of the Circuit Court, Anne Arundel County, MD

This Annex is to be attached to and become part of a UCC-1 Financing Statement dated _____, between the undersigned

| Quantity | Description of Equipment |
|----------|--------------------------|
|----------|--------------------------|

| | |
|---------|--------------------------------------------------------------------|
| One (1) | Hitachi Zosen 5000 ton Hydraulic Press, s/n 11-5381 equipped with: |
|---------|--------------------------------------------------------------------|

Die positioning and reset equipment. 26' high, 32' long, and 14' deep, handles 8000 lb. Dies and is equipped with 5000 Ton Top and Bottom Cylinders and 1200 Ton Side Cylinder; 86" and 56" distance between Horizontal Ram Face Platens; 62" to 30" distance between Vertical Ram Platens which are 96" x 78" x 8" thick; Two Horizontal Ram Platens are 76" x 54" x 8" thick; Frame Opening from left to right is 84" to 60"; Top and Bottom Rams' Stroke is 16"; Adjustable stroke of Left and Right Side Rams is 15"; The Hydraulic Power System is located adjacent to the Press in same pit, 14' below main floor; Tooling Height on the Closed Die is 72" x 22"; Three Electrical Circuits control tonnage settings from 120 Tons to 900 Tons, or 800 Tons to 3000 Tons, or 2000 Tons to 5000 Tons; Electronic Operator Control Panel provides Commands for Top, Bottom, and Side Rams and is Interfaced with the Automated Production Computer Control System furnished from other sources.

...Includes all attachments and accessories now or hereafter attached thereto.

LESSOR:
General Electric Capital Corporation

LESSEE:
UNC Naval Products Division of
UNC, Incorporated

BY: *Amittis*

BY: *J. Kelly*

TITLE: *Region Credit Analyst*

TITLE: Vice President,
Financial Management

1562d

SS003201.FIS
1840

543 net 175

35-9090

277854

FINANCING STATEMENT

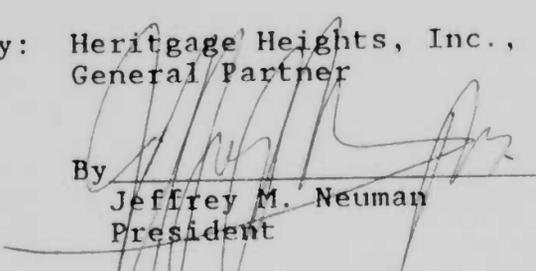
1. Name of Debtor: HERITAGE HEIGHTS LIMITED
PARTNERSHIP
Address: c/o Mr. Jeffrey M. Neuman
JMN Construction Co., Inc.
406 Headquarters Drive
Suite 207
Millersville, Maryland 21108
2. Name of Secured Party: SHARON SAVINGS BANK, FSB
Address: 4 East Franklin Street
Baltimore, Maryland 21202
Attn: Commercial Loan Administration
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 June 29, 1989 from Debtor to John Kohlway and Steven Hurwitz, Trustees (the "Deed of Trust"), all property being located in Carroll County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.
 - (b) All accounts receivable in respect of any and all leases and subleases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.
 - (c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.
 - (d) Proceeds and products of all collateral are covered.
4. Recordation tax on the principal sum of \$500,000 has been paid to the Clerk of the Circuit Court of Carroll County upon recording of the Deed of Trust.

2675

Debtor:

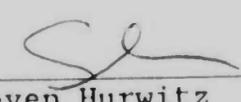
HERITAGE HEIGHTS LIMITED
PARTNERSHIP

By: Heritage Heights, Inc.,
General Partner

By 
Jeffrey M. Neuman
President

Secured Party:

SHARON SAVINGS BANK, FSB

By 
Steven Hurwitz
Vice President

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

PLEASE RECORD AS FOLLOWS:

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

KIDDE CONSULTANTS, INC.
Subsidiary of Kidde, Inc.

May 23, 1988

BOOK 1091 PAGE 151

439 East Main Street
Westminster, MD 21157
(301) 878-2017

DESCRIPTION

Description of 39.9589 acre portion of land located on the east side of Oklahoma Road, in the Fifth (5th) Election District of Carroll County, Maryland, intending to be the outline of future sections of Heritage Heights.

Beginning for the same at in the approximate centerline of the paved surface of Oklahoma Road, at the end of the first (1st) or South 89 degrees 10 minutes 07 seconds West, 93.59 foot line of the second (2nd) described tract of a conveyance by Kenneth Harold Krickler, personal representative of the Estate of Clarence E. Krickler, deceased, unto James A. Hagan by deed dated May 22, 1987 and recorded among the Land Records of Carroll County in Liber 1020, Folio 309 and also beginning at the end of the first (1st) line of a conveyance by the State of Maryland unto Clarence E. Krickler by a patent issued dated January 16, 1981 and recorded among the Land Records of Carroll County in Liber 832, Folio 317, thence running with the outline of the said Patent and the Krickler unto Krickler conveyance, and with the said road the following two (2) courses:

- 1) North 23 degrees 01 minutes 54 seconds East, 569.21 feet, thence;
- 2) North 25 degrees 28 minutes 59 seconds East, 73.62 feet, thence leaving the aforesaid road and running and binding on the fifth (5th) line of the second (2nd) described tract and the fourth (4th) line of the first (1st) described tract of the said Krickler unto Krickler conveyance (1020/310), now being described as one line, with allowances to correct for an overlap in title lines of the said Krickler unto Krickler conveyance (1020/310);

CONSULTING ENGINEERS

EXHIBIT "A"

- 3) South 72 degrees 03 minutes 40 seconds East, 244.56 feet to an iron pipe found, thence running with the fifth (5th) and sixth (6th) lines of the first (1st) described tract of the said Krickler unto Krickler conveyance, now described as one line;
- 4) North 21 degrees 14 minutes 56 seconds East, 199.95 feet to an iron pipe found, thence continuing with the outline of the said first (1st) tract the following twelve (12) courses:
 - 5) North 69 degrees 18 minutes 44 seconds West, 31.96 feet to an iron pipe found, thence;
 - 6) North 68 degrees 59 minutes 46 seconds West, passing over an iron pipe found at the end of 185.33 feet, in all 200.00 feet to a point on the east side, thence;
 - 7) South 21 degrees 03 minutes 47 seconds West, 100.95 feet to a point on the east side of the paved surface of said Oklahoma Road, thence;
 - 8) North 69 degrees 30 minutes 38 seconds West, 13.51 feet to a point on the west side of the paved surface of said Oklahoma Road, thence;
 - 9) South 22 degrees 40 minutes 24 seconds West, 38.14 feet to a point on the west side of the paved surface of said Oklahoma Road, thence;
 - 10) North 14 degrees 45 minutes 23 seconds West, 49.95 feet to a point in the former roadbed of Oklahoma Road, thence;
 - 11) North 19 degrees 42 minutes 50 seconds East, 448.27 feet to a point near the centerline of the paved surface of the aforesaid Oklahoma Road, thence;

KIDDE CONSULTANTS, INC.
Subsidiary of Kidde, Inc.

543 179

May 23, 1988
Page Three

BOOK 1091. PAGE 153

- 12) North 24 degrees 17 minutes 08 seconds West, 39.60 feet to a point west of the paved surface of said Oklahoma Road, thence;
- 13) North 21 degrees 42 minutes 51 seconds East, 112.91 feet to a point near the centerline of the paved surface of said Oklahoma Road, thence, leaving the said Oklahoma Road, and continuing with the outline of the aforesaid first (1st) tract;
- 14) South 65 degrees 25 minutes 59 seconds East, 466.76 feet, thence running with and binding on the eighteenth (18th) and nineteenth (19th) lines of the aforesaid first (1st) tract, now described as one line;
- 15) North 33 degrees 33 minutes 28 seconds East, 273.90 feet, to intersect the North 20 degrees 57 minutes 41 seconds East line as shown on a plat entitled "The Foothills Section of Oklahoma Two", that is recorded among the Land Records of Carroll County in Plat Book 26, Folio 73, thence running and binding reversely on the North 20 degrees 57 minutes 41 seconds East boundary of the said "Foothills Section";
- 16) South 20 degrees 57 minutes 41 seconds West, 528.00 feet, thence running and binding on first (1st) line of the aforesaid first (1st) tract and the first (1st) line of the aforesaid second (2nd) tract now described as one line with allowances to correct for an overcap in title line of the said Krickler unto Krickler conveyance (1020/310);
- 17) South 89 degrees 10 minutes 07 seconds West, 1762.43 feet to the place of beginning.

KIDDE CONSULTANTS, INC.
Subsidiary of Kidde, Inc.

May 23, 1988
Page Four

BOOK 1091 PAGE 154

543 PAGE 180

Containing 39.9589 acres of land more or less.

Being all of those two tracts of land conveyed by Kenneth Harold Krickler, Personal Representative of the Estate of Clarence E. Krickler, deceased, unto James A. Hagan, by deed dated May 22, 1987 and recorded among the Land Records of Carroll County in Liber 1020 Folio 309, with allowances made in the above description to correct an overlap in title lines of the said two tracts.

543 181 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

277855

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 6/7/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Property in MD located at 7465 Candlewood Road, Hanover, MD 21076 (Anne Arundel County)

1. DEBTOR

Name Leonard Florence Associates, Inc.
Address 175 McClellan Highway; East Boston, MA 02128

2. SECURED PARTY

Name Ameritrust Company National Association
c/o AT Commercial Corporation, Agent
Address Columbia Centre, Suite 760
5600 North River Road
Rosemont, Illinois 60018
Person And Address To Whom Statement Is To Be Returned 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 personal property, or any interest therein of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

RECORD FEE 17.00
POSTAGE DJ .50

CHECK THE LINES WHICH APPLY

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

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

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

E. Mulstaudolph
(Signature of Debtor)

Leonard Florence Associates, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert A. Dubois V.P.
(Signature of Secured Party)

Ameritrust Company National Association
c/o AT Commercial Corporation, Agent

Type or Print Above Signature on Above Line

17.50

3619 CK 166369

Exhibit "A"

To the Financing Statement naming Leonard
Florence Associates, Inc., as Debtor and AmeriTrust
Company National Association, as Secured Party

Debtor:

Leonard Florence Associates, Inc.
175 McClellan Highway
East Boston, MA 02128

Secured Party:

AmeriTrust Company National
Association
c/o AT Commercial Corporation,
Agent
Columbia Centre
Suite 760
5600 North River Road
Rosemont, Illinois 60018

All of the following property, or interests in property of
Debtor whether now owned or existing or hereafter acquired or
arising and wheresoever located:

(a) Accounts, contract rights, General Intangibles, tax
refunds, chattel paper, instruments, notes, letters of credit,
documents, documents of title;

(b) Inventory;

(c) Equipment;

(d) all of Debtor's deposit accounts (general or special)
with and credits and other claims against Secured Party or any
other financial institutions with which Debtor maintains deposits;

(e) all of Debtor's now owned or hereafter acquired monies,
and any and all other property and interests in property of the
Debtor now or hereafter coming into the actual possession, custody
or control of Secured Party or any agent or affiliate of the Secured
Party in any way or for any purpose (whether for safekeeping,
deposit, custody, pledge, transmission, collection or otherwise);

(f) all insurance proceeds of, or relating to any of the
foregoing;

(g) all of Debtor's books and records relating to any of the
foregoing; and

(h) all accessions and additions to, substitutions for, and
replacements, products and proceeds of any of the foregoing,
including without limitation any and all interest and fees now and
hereafter earned by Debtor on any Accounts from any Account Debtor.

When used herein, the foregoing terms shall have the following meanings:

543 183

"Account Debtor" shall mean any person who is or who may become obligated to Debtor under, with respect to, or on account of an Account.

"Accounts" shall mean all present and future rights of Debtor to payment for goods sold or leased or for services rendered, whether or not they have been earned by performance.

"Equipment" shall mean all of Debtor's now owned and hereafter acquired equipment and fixtures, including without limitation, furniture, machinery, tools, vehicles and trade fixtures and all tangible personal property similar to any of the foregoing (other than Inventory), together with any and all accessories, parts and appurtenances thereto, substitutions therefor and replacements thereof.

"General Intangibles" shall mean all choses in action, causes of action and all other intangible personal property of Debtor of every kind and nature (other than Accounts) now owned or hereafter acquired by Debtor, including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, service marks, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, rights and claims against carriers and shippers, rights to indemnification, Interest Rate Protection Agreements, receivables, and any guarantee claims, security interests or other security held by or granted to Debtor, to secure payment by an Account Debtor of any of Debtor's Accounts or any other obligor.

"Interest Rate Protection Agreements" shall mean interest rate protection agreements (including, but not limited to, interest rate swaps, caps, floors, collars and similar agreements) and currency swaps and similar agreements.

"Inventory" shall mean any and all goods, merchandise and other personal property, including, without limitation, goods in transit, wheresoever located and whether now owned or hereafter acquired by Debtor, which are or may at any time be held for sale or lease, furnished under any contract of service or held as raw materials, work in process or supplies, and all materials used or consumed in Debtor's business, and shall include all such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor.

Leonard Florence Associates, Inc.,
a Massachusetts corporation,
Debtor

By:

E. Mulholland
Name: _____
Title: _____

BOOK 543 PAGE 184

STATE OF MARYLAND

543 185

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277856

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. [X]

This financing statement Dated 6/7/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Property in MD located at 7465 Candlewood Road, Hanover, MD 21076 (Anne Arundel County)

1. DEBTOR

Name Leonard Florence Associates, Inc.
Address 175 McClellan Highway; East Boston, MA 02128

2. SECURED PARTY

Name Wallace International Silversmiths, Inc. and Syroco, Inc.
Address 175 McClellan Highway, East Boston, MA 02128

Person And Address To Whom Statement Is To Be Returned 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 personal property, or any interest therein of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

RECORD FEE 17.00
POSTAGE .50
MAY 19 07 17 1989
H. ERLE SCHAFER
CIRCUIT COURT

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)

Assignee:
Ameritrust Company National Association
c/o AT Commercial Corporation, Agent
Columbia Centre, Suite 760
5600 North River Road
Rosemont, Illinois 60018

[X] (Proceeds of collateral are also covered)
[X] (Products of collateral are also covered)

Leonard Florence Associates, Inc.

(Signature of Debtor)
[Signature]

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Wallace International Silversmiths, Inc. and Syroco, Inc.

(Signature of Secured Party)
[Signature]

Type or Print Above Signature on Above Line

3619 CK 166383

17

50

Exhibit "A"

To the Financing Statement naming Leonard Florence Associates, as Debtor and Syroco, Inc. and Wallace International Silversmiths, Inc., as Secured Parties

Debtor:

Leonard Florence Associates,
Inc.
175 McClellan Highway
East Boston, MA 02128

Secured Parties:

Wallace International Silversmiths,
Inc.
175 McClellan Highway
East Boston, MA 02128

and

Syroco, Inc.
175 McClellan Highway
East Boston, MA 02128

All of the following property, or interests in property of Debtor whether now owned or existing or hereafter acquired or arising and wheresoever located:

(a) Accounts, contract rights, General Intangibles, tax refunds, chattel paper, instruments, notes, letters of credit, documents, documents of title;

(b) Inventory;

(c) Equipment;

(d) all of Debtor's deposit accounts (general or special) with and credits and other claims against any financial institutions with which Debtor maintains deposits;

(e) all of Debtor's now owned or hereafter acquired monies, and any and all other property and interests in property of the Debtor now or hereafter coming into the actual possession, custody or control of any of the Secured Parties or any agent or affiliate of any of the Secured Parties in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise);

(f) all insurance proceeds of, or relating to any of the foregoing;

(g) all of Debtor's books and records relating to any of the foregoing; and

(h) all accessions and additions to, substitutions for, and replacements, products and proceeds of any of the foregoing, including without limitation any and all interest and fees now and hereafter earned by Debtor on any Accounts from any Account Debtor.

When used herein, the foregoing terms shall have the following meanings:

"Account Debtor" shall mean any person who is or who may become obligated to Debtor under, with respect to, or on account of an Account.

"Accounts" shall mean all present and future rights of Debtor to payment for goods sold or leased or for services rendered, whether or not they have been earned by performance.

"Equipment" shall mean all of Debtor's now owned and hereafter acquired equipment and fixtures, including without limitation, furniture, machinery, tools, vehicles and trade fixtures and all tangible personal property similar to any of the foregoing (other than Inventory), together with any and all accessories, parts and appurtenances thereto, substitutions therefor and replacements thereof.

"General Intangibles" shall mean all choses in action, causes of action and all other intangible personal property of Debtor of every kind and nature (other than Accounts) now owned or hereafter acquired by Debtor, including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, service marks, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, rights and claims against carriers and shippers, rights to indemnification, Interest Rate Protection Agreements, receivables, and any guarantee claims, security interests or other security held by or granted to Debtor, to secure payment by an Account Debtor of any of Debtor's Accounts or any other obligor.

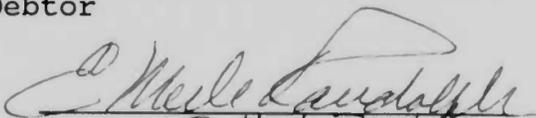
"Interest Rate Protection Agreements" shall mean interest rate protection agreements (including, but not limited to, interest rate swaps, caps, floors, collars and similar agreements) and currency swaps and similar agreements.

"Inventory" shall mean any and all goods, merchandise and other personal property, including, without limitation, goods in transit, wheresoever located and whether now owned or hereafter acquired by Debtor, which are or may at any time be held for sale or lease, furnished under any contract of service or held as raw materials, work in process or supplies, and all materials used or consumed in Debtor's business, and shall include all such property

the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor.

Leonard Florence Associates, Inc.,
a Massachusetts corporation,
Debtor

By:


Name: E. Merle Randolph
Title: Treasurer



543 189

38437-40

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

| | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|------------------------------|
| 1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) Pete's Cycle Co., Inc. | | 1A. SOCIAL SECURITY OR FEDERAL TAX NO. | |
| 1B. MAILING ADDRESS 5001 Harford Road | | 1C. CITY, STATE Baltimore, MD | 1D. ZIP CODE 21214 |
| 2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL) THIS IS A CORPORATION; SEE EXTENTION SHEET(S) FOR ADDITIONAL NAMES, ADDRESSES AND/OR DBAS. | | 2A. SOCIAL SECURITY OR FEDERAL TAX NO. | |
| 2B. MAILING ADDRESS | | 2C. CITY, STATE | 2D. ZIP CODE |
| 3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) | | 3A. FEDERAL TAX NUMBER | |
| 4. SECURED PARTY NAME Kawasaki Motors Finance Corporation MAILING ADDRESS P.O. Box 25301 CITY Santa Ana STATE CA ZIP CODE 92799-5301 | | 4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.D.A. NO. | |
| 5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE | | 5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.D.A. NO. | |

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

SEE ATTACHED EXTENSION SHEET FOR APPROPRIATE STATEMENT OF COLLATERAL.

NOT SUBJECT TO A RECORDATION TAX

RECORD FEE \$5 13.00
 POSTAGE .50
 4/24/89 11:17 AM 110:45
 UT/US/SP
 H. ERLE SCHMER
 100 SO. CALIFORNIA STREET

| | | |
|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7. CHECK IF APPLICABLE <input checked="" type="checkbox"/> | 7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/> | 7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(b) ITEM <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 8. CHECK IF APPLICABLE <input checked="" type="checkbox"/> | DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (b) <input type="checkbox"/> | |
| 9. SIGNATURE (S) OF DEBTOR (S) Walter C. Leach DATE 5-24-89 | | 10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER) C O D E 1 2 3 4 5 6 7 8 9 0 |
| TYPE OR PRINT NAME (S) OF DEBTOR (S) Pete's Cycle Co., Inc. | | |
| SIGNATURE (S) OF SECURED PARTY (IES) Helen Fox | | |
| TYPE OR PRINT NAME (S) OF SECURED PARTY (IES) Kawasaki Motors Finance Corporation | | |
| 11. RETURN COPY TO: NAME ADDRESS CITY STATE ZIP CODE | | |
| 1286-4 Kawasaki Motors Finance Corporation P. O. Box 25301 Santa Ana, CA 92799-5301 | | |

FORM UCC-1

135

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 3

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

Kawasaki Motors Finance Corporation
P.O. Box 25301
Santa Ana, CA 92799-5301

DEBTOR:

Pete's Cycle Co., Inc.
5001 Harford Road
Baltimore, MD 21214

Please index this filing to all additional Debtor names, DBAs, and/or addresses as listed below:

ADDITIONAL DEBTOR: NAME(S):

- 1. (NO ADDITIONAL DEBTOR: NAMES.)

ADDITIONAL DEBTOR: DBA(S):

ADDITIONAL DEBTOR: ADDRESS(ES):

- 1. 344 Belair Road
- 2. 800 Ritchie Hwy.
- 3. 6910 Harford Road
- 4. 10768 York Road

Bel Air
Severna Park
Baltimore
Cockeysville

MD 21014
MD 21146
MD 21234
MD 21030

Pete's Cycle Co., Inc.

Kawasaki Motors Finance Corporation

Walter C. Leach

DEBTOR

Walter C. Leach
Filing Officer Copy

Helen Fox

SECURED PARTY

Helen Fox

3

SHEET No.

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF MarylandTOTAL NUMBER OF SHEETS 3

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

Kawasaki Motors Finance Corporation
 P.O. Box 25301
 Santa Ana, CA 92799-5301

DEBTOR:

Pete's Cycle Co., Inc.
 5001 Harford Road
 Baltimore, MD 21214

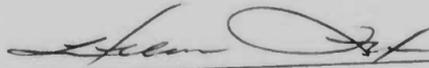
DEBTOR hereby grants to SECURED PARTY a continuing Security Interest in:
 All of Debtor's right, title and interest in and to the following: (a) motorcycles,
 all terrain vehicles, watercraft, utility vehicles, generators and all other
 inventory, equipment or goods financed by Secured Party, whether now owned or later
 acquired by Debtor, together with all improvements, replacements or additions
 thereto, and the proceeds and receivables from the sale or disposition of any of the
 above (including insurance premiums and insurance payments to Debtor), wherever the
 same may be located; and (b) all of Debtor's other inventory, equipment, goods,
 machinery, furniture, fixtures, vehicles, accounts receivable, notes, chattel paper,
 rebates, incentive payments, contracts, and all other rights to payment and general
 intangibles, whether now owned or later acquired by Debtor, together with all
 improvements, replacements or additions thereto, and the proceeds from the sale or
 disposition of any of the above (including insurance premiums and insurance payments
 to Debtor), wherever the same may be located.

Pete's Cycle Co., Inc.

Kawasaki Motors Finance Corporation



Walter C. Leach
 Filing Officer Copy



Helen Fox

SECURED PARTY

3

SHEET No.

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 Frank's Exxon, Inc.
Address 723 Nursery Road Linthicum, Md. 21090

2. SECURED PARTY

Name Seaboard Leasing Co.
Address 2861 Jessup Road Jessup, Md. 20794

RECORD FEE 11.00
MAY 10 2 17 PM '93
NOTARIAL
BY SALE SCHAFER
MD. CO. NOTARIAL COURT

DJ

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

3. Maturity date of obligation (if any) _____

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

1-Allen Model #12-210

Name and address of Assignee
Allen Group Leasing Corporation
37519 Schoolcraft
Livonia, MI 48519

"Not subject to recordation tax, conditional sales contract"

CHECK THE LINES WHICH APPLY

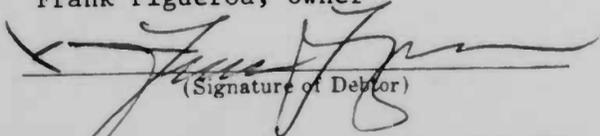
6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

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

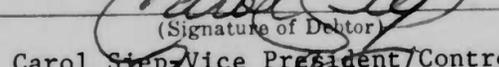
(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Frank Figueroa, Owner


(Signature of Debtor)

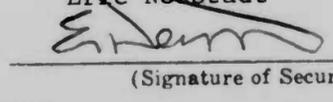
Type or Print Above Name on Above Line
Carol Step AS ATTORNEY IN FACT


(Signature of Debtor)

Carol Step Vice President/Controller 6/21

Type or Print Above Signature on Above Line

Eric Neustadt



(Signature of Secured Party)

Type or Print Above Signature on Above Line

11/02

BOOK 543 PAGE 193

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. 269752 recorded in
BOOK 517 PAGE 596
Liber _____, Folio _____ on _____ (Date).

1. DEBTOR(S):

Name(s) GEORGE A. ELLIOTT
Address(es) 1304 TAB ST. ODENTON, MD 21113

2. SECURED PARTY:

Name MARGARET GIDDO
Address 11223 WESTPORT DR. BOWIE, MD 20715

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

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

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

8.

9. SIGNATURES.

SECURED PARTY

Margaret Giddo

By _____

(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

RECEIVED
10.00
POSTAGE .50
MAY 11 1969
07/06/87
H. P. SCHAFER
CITY COURT

STATE OF MARYLAND

277859

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated May 19, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR #6683

Name General Elevator Company, Incorporated
Address 601 Nursery Road, Linthicum Heights, MD. 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Highway, Suite 207, Annapolis, MD. 21401

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

3. Maturity date of obligation (if any) _____

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

- One (1) Panther II 820 KSU #90-0465-1A
- One (1) ONEAC CL 1101.5 Wall #006125
- Four (4) Panther II Display Set #90-0469-1A
- One (1) Set Panther 306 H/F BLF #90-0292-1A
- One (1) MOD/MOD 14' 3 PR MNT CORD

Name and address of Assignee

DS
 RECORD FEE 11.00
 POSTAGE .50
 4404590 DT77 R03 110454
 07/08/89
 H. ERIC SCHAFER
 CLERK

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)

NOT SUBJECT TO RECORDATION TAX. PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature] Mis Director
(Signature of Debtor)

David A. Quaranta Mis Director
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Thomas E. Myers Treas
Type or Print Above Signature on Above Line

1/12

543 195

277860

FINANCING STATEMENT FORM UCC-1

Identifying File No.

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

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

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

This financing statement Dated 5-13-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michel ^{Mundorf mm} Mundorf D/B/A M & M Sediment Control & Contracting Inc.
Address 6159 Meadow Ridge Road, Dorsey, Maryland 21227

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.
Address 1805 Cherry Hill Road
Baltimore, Maryland 21230

Person And Address To Whom Statement Is To Be Returned 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) Melroe Bobcat Model 743 S/N 5019-45210
Flotation tires, 60" Bkt w/teeth and 60" Bkt no teeth
- (1) 60" Bucket Broom s/n

RECORD FEE 12.00
POSTAGE .50
RECORDED BY HUS 110:57
07/16/89
H. ERLE SCHAFER
HALL COUNTY CIRCUIT COURT

* THIS COVERS A CONDITIONAL SALES CONTRACT

CHECK THE LINES WHICH APPLY

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

ASSIGNEE

Clark Credit Company
500 Circle Drive
Buchanan, Michigan 49107

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
Michel Mundorf DBA M & M Sediment Control & Contracting, Inc.

Michael J. Mundorf
(Signature of Debtor)

Michael J. Mundorf President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOHN C. LOUIS COMPANY, INC.

Wilmer S. Davison
(Signature of Secured Party)

Wilmer S. Davison, President
Type or Print Above Name on Above Line

12/89

543 PAGE 196

RECORD FEE 12.00
POSTAGE .50
#44640 CRTT R03 710:59
07/05/89
H. ERLE SCHAFER
CIRCUIT COURT

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) LAWRENCE G WEAVER JR GLORIA M WEAVER 209 9TH STREET PASADENA, MD, 21122 | 2. Secured Party(ies) and address(es) ENVIRONMENTAL WATER CONTROL INC 511 C EASTERN BLVD ESSEX, MD, 21221 | 3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 #445100, C040 R01 714:48 12/23/88 |
| 4. This financing statement covers the following types (or items) of property: XXX ONE UNITED STANDARD WATER TREATMENT SYSTEM MODEL NO 1054 COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 209 9TH STREET, PASADENA, MD, 21122 | | 5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FIN SERV 901 DULANEY VALLEY RD SUITE 126 TOWSON, MD, 21204 |
| This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <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: 536-44 | | |
| 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: Filed with: ANNE ARUNDEL CO CRT HOUSE 536-44 #275835 | | |
| 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>6/6</u> 19 <u>89</u> By: <u>[Signature]</u> (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. | | |

543 197

277862

FINANCING STATEMENT

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

5. Debtor(s) Name(s) _____ Address(es) _____
 Willow Enterprises, Inc 325 Roesler Rd, Glen Burnie, Md 21061

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

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

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

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

Willow Enterprises, Inc (Seal)
Larry Wilner - President (Seal)
Larry Wilner (Seal)

Secured Party _____
Willow Enterprises, Inc (Seal)

 Type name and title
 Louis Wilner - Sec Treas
 Assignee - Firestone Financial Corp
 38 Glen Ave, Newton Center, Mass
 02159

RECORD FEE DJ 12.00
 POSTAGE 2.00
 TOTAL 14.00
 07/06/99
 CLERK COURT

SCHEDULE A

FORM 543 PAGE 198

This Schedule A is attached to and made a part of a

installment contract dated June 20, 1989 between Willow Enterprises

Inc (Buyer) and Willow Enterprises, Inc (Seller)

3 Capcom Bowlers- 42861-42867-42899

3 Williams Narc Videos 171048-171062-171077

3 Leland Super Off Roads 23381-23397-23405

1 Taito Superman 2226

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

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

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

This financing statement Dated 6-2-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FRAN HUNTEMAN T/A SAN DOMINGO FARM
Address PO BOX 862, ST MICHAELS, MD 21663

2. SECURED PARTY

Name TIDEWATER TRACTOR, INC.
Address P.O. BOX 216 WYE MILLS, MD 21679 301-820-2111

RECORD FEE 12.00
POSTAGE .50
FILED 07/11/89
FILE NUMBER
HA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any) _____

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

MF 1030 - 4WD COMPACT TRACTOR S/N 40478

MF 1073 - 60" MOWER S/N 454

Name and address of Assignee
Agricredit Acceptance Corporation
P.O. Box 10357
Des Moines, Iowa 50306-0357

CHECK THE LINES WHICH APPLY

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

ANNE ARUNDEL
40-19057

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

X Fran Hunteman
(Signature of Debtor)

FRAN HUNTEMAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lawrie G. Dudley
(Signature of Secured Party)

LAWRIE G. DUDLEY
Type or Print Above Signature on Above Line

12.50

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

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

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

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

1. DEBTOR

Name PRECISION EXCAVATING, INC.

Address 1710 LAKE AVENUE SHADYSIDE, MD 20764

2. SECURED PARTY

Name SUIT & WELLS EQUIPMENT CO., INC.

Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MD 20772

J. I. CASE CREDIT CORP. 5790 WIDEWATERS PARKWAY SYRACUSE, NY 13214

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

3. Maturity date of obligation (if any) _____

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

- (1) CASE MODEL 580K 4-WHEEL TRACTOR LOADER/HOE
- SERIAL #JJG0011118

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
TOTAL 11.50
07/15/87

H. FRANK SCHAFER
AA CO. CREDIT DEPT

THIS IS A RETAIL INSTALLMENT CONTRACT

CHECK THE LINES WHICH APPLY

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

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

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

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
P.O. Box 601
Syracuse, N.Y. 13214

Mark A. Scribner
MARK A. SCRIBNER, PRESIDENT
PRECISION EXCAVATING, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jay R. Weamer
JAY R. WEAMER, SALES MANAGER
SUIT & WELLS EQUIPMENT CO., INC.

Type or Print Above Signature on Above Line

1/12

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

BOOK 543 PAGE 211

STATE OF MARYLAND

277865

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 Capital Marine Construction, Inc.

Address 5497 Solomons Island Road - Lothian, Md. 20772

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.

Address 6300 Crain Highway - Upper Marlboro, Md. 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.
J.I. Case Credit Corp.-5790 Widewaters Pkwy.-Syracuse, N.Y. 13214

3. Maturity date of obligation (if any) _____

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

(1) Case Model 1845C Uni-Loader
Serial #JAF0039637

Name and address of Assignee

this is a retail sales installment contract

RECORD FEE 11.00
POSTAGE .50
JUL 11 11:01
07/06/89
H. ERIC SCHAFER
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)

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
P.O. Box 601
Syracuse, N.Y. 13214

David K. Hans
(Signature of Debtor)
David K. Hans/President
Capital Marine Construction Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Jay R. Weamer
(Signature of Secured Party)
Jay R. Weamer-Sales Mgr./Suit & Wells Eq. Co.

543 202

277866

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 DOC'S ROLL OFF SERVICE, LTD.

Address 116 CAMROSE AVENUE BALTIMORE, MD 21225

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING CORP.

Address 225 WEST 34th ST. NEW YORK, N.Y. 10001

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

3. Maturity date of obligation (if any) _____

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

THREE (3) RUDCO 20 CBIC YARD ROLL-OFF CONTAINERS
SERIAL NUMBERS: 56655, 56660, 59674
ONE (1) RUDCO 30 CBIC YARD ROLL-OFF CONTAINER
SERIAL NUMBER: 59297

RECORD FEE 11.00
#00150/177 HRS 11:14
07/15/87
LE SCHAFER
AN CO. CIRCUIT COURT

NOT SUBJECT TO RECORDATION TAX
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)

Eva Hershman Puz
(Signature of Debtor)

EVA HERSHMAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

T. Banks
(Signature of Secured Party)

T. BANKS

Type or Print Above Signature on Above Line

11

543-203

277867

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation
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 Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 5/9/89, Schedule # 01, dated 5/9/89 between Assignor as Lessor and LEASE ACCOUNT # 981050 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 6/20/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

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

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

Not subject to Recordation tax

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

TransFinancial Leasing Corp.

B. J. Winter
(Signature of Debtor)
Bruce J. Winter, Vice President
Type or Print Above Signature on Above Line

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

K.R. Adams *2591*
(Signature of Secured Party)
Societe Generale Financial Corporation
Type or Print Above Name on Above Line

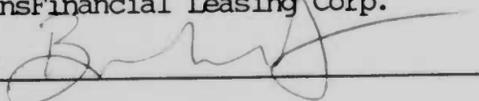
Filed in Anne Arundel County

178

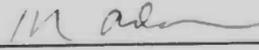
EQUIPMENT LIST

| <u>Quantity</u> | <u>Description</u> |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------|
| (1) One | Reach-In Freezer Continental Model C-2FDA-2S |
| (1) One | Base Freezer LaRosa Model L-20162 |
| (1) One | Base Refrigerator LaRosa Model L-D1196 |
| (1) One | Salad Top Base Refrigerator Model L-12198 |
| (1) One | Thermo-Kool two (2) Compartment Refrigerator, Freezer Combination |
| (1) One | ACL-FILCO Refrigeration compressor package for Items K39, Ri, R10, R4, R11, and R21 |
| (1) One | McCray Delicatessen Case 10' Model R-CD535-10 |
| (1) One | McCray Delicatessen Case 6' Model RCD535-6 |
| (1) One | McCray endless fish case consisting of two (2) each 12' cases Model RCFS40E12 and one (1) each 8' case Model RCFS40E8 and two ends |
| (1) One | McCray Display Cooler Three (3) Door Model RIN-3 |
| (1) One | Set of Metro Exposy Seal Shelving for Combination Walk-In Box |
| (1) One | Hood: 30' x 4' Stainless Steel Condensate |
| (1) One | Exhaust Fan: 6000 CFM |
| (1) One | Fresh Air Fan: 5400 CFM |
| (1) One | Exhaust Duct: Aluminum - sealed |
| (1) One | Fresh Air Duct: with Ceiling Diffusers |
| (1) One | Roof Curb Exhaust: 18 GA. Stainless Steel |
| (1) One | Roof Curb F/A: 18 GA. Stainless Steel |
| (1) One | Hood: 30' x 4' x 2' Stainless Steel exposed with M/U air |
| (2) Two | Exhaust Fan: 6,000 CFM |
| (1) One | Fresh Air Fan: 10,800 CFM |
| (1) One | Grease Duct: 16 GA. Welded |
| (1) One | Fresh Air Duct: SMACNA |
| (1) One | Roof Curb Exhaust: 18 GA. Stainless Steel |
| (1) One | Roof Curb F/A: 18 GA. Stainless Steel |
| (2) Two | Stainless Steel Wall Paneling: on back wall only 30 Lin. Ft. x 6'6" |

TransFinancial Leasing Corp.

BY: TITLE: Bruce J. Winter, Vice President

Societe Generale Financial Corporation

BY: TITLE: VP

FINANCING STATEMENT FORM UCC-1

Identifying File No _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation
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 Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 6/1/89, Schedule # 01, dated 6/1/89 between Assignor as Lessor and LEASE ACCOUNT # 135098 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 6/23/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

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

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

Not subject to recordation tax

2593

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

TransFinancial Leasing Corp.
[Signature]
(Signature of Debtor)

Bruce J. Winter, Vice President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

[Signature]
(Signature of Secured Party)

K.R. Adams VP
Type or Print Above Name on Above Line

Filed in Anne Arundel County

KR

EQUIPMENT LIST

| <u>Quantity</u> | <u>Description</u> |
|-----------------|------------------------------------------------------------------------------------------------------|
| 1 (one) | New Polar Paper Cutter - Model 115EMC Monitor (45") complete with all standard equipment S/N 5831275 |
| 1 (one) | Polar P1 Air Flow system with samll size right air corner in place of standard air corner |
| 2 (two) | Size I Polar Stacklift equipped for automatic lifting S/N's 5872393 & 5872395 |
| 2 (two) | Backplates for airflow table, 39 5/16" (Polar 024) |
| 1 (one) | Set rubber base pads for Polar 92 EMC |
| 1 (one) | Yale Forklift Model #ERC500G48, S/N 289067 |

TransFinancial Leasing Corp.

BY: [Signature]

TITLE: Vice President

Societe Generale Financial Corporation

BY: [Signature]

TITLE: [Signature]

PARTIES

Debtor name (last name first if individual) and mailing address:
KIVETT MICHAEL J.
33 DANIEL DR. BOONES ESTATES
LOTHIAN MD 20711

Debtor name (last name first if individual) and mailing address:
KIVETT JODY G.
33 DANIEL DR. BOONES ESTATES
LOTHIAN MD 20711

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
ACCENT MOBILE HOMES
7401 MOORE ROAD
BRANDYWINE, MD 20613

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

ACCENT MOBILE HOMES
Sara Kapilka

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):

543 207

277869

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth. *DJ*
 Prothonotary of _____ County
 real estate records of _____ County

Number of Additional Sheets (if any):
Optional Special Identification (Max 10 characters):

COLLATERAL

Identify collateral by item and/or type:

1978 MARLETTE 14 X 70
SERIAL # P14270FDK80064 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."

(check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):
KIVETT MICHAEL J. *X Michael J. Kivett*
KIVETT JODY G. *X Jody G. Kivett*

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

543 page 208

STATE OF MARYLAND

277870

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. \$ 1298.81

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

This financing statement Dated 6-28-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name OSCAR N JONES
Address 8 D ALDER ROAD

2. SECURED PARTY

Name ANNPOLIS MARYLAND 21402 AVCO FINANCIAL SERVICES
Address PO BOX 997 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)

OIL PAINTING, BIKES, SHOTGUNS (2) 25" QUASAR TVS AND ZENITH TV, HITACHI VCR

Name and address of Assignee
RECORD FEE 11.00
POSTAGE 1.00
1405250 CTTT #03 TLL 36
06/28/89

H. DALE SCHAFER
RA CO. CLERK COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above 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: Oscar N Jones

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Joyce M Raley
JOYCE M RALEY MANAGER

Type or Print Above Signature on Above Line

1050 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. \$ 1700.76

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

This financing statement Dated 5-22-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM A CAINES
Address 1720 CARRAIGE CRT

2. SECURED PARTY

Name SEVERN MARYLAND 21144
AVCO FINANCIA L SERVICES
Address PO BOX 997
GLEN BUNRIE 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)

35 MM CAMERAS, YORK STEREO, GOLDSTAR TV, GOLDSTAR VCR

Name and address of Assignee
RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
MAY 23 11 37
07/05/89
H. PAUL BROWER
1111 N. STREET COURT

CHECK THE LINES WHICH APPLY

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

Signature of Debtor: William A Caines
Type or Print Above Name on Above Line: CYNTHIA CAINES
(Signature of Debtor)

Signature of Secured Party: Joyce M. Raley
Type or Print Above Signature on Above Line: JOYCE RALEY MANAGER

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11 14 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15137

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2777.16

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

This financing statement Dated 6-7-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR SHIRLETTE ELDERIDGE BELL AND TIMMIE BELL

Name Address 918 JOHNSON GROVE LANE

2. SECURED PARTY CROWNSVILLE MARYLAND 21032

Name Address AVCO FINANCIAL SERVICES 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)

TV, VCR, BEDROOM AND LIVING ROOM

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)

Signature of Debtor SHIRLETTE ELDERIDGE BELL

Signature of Debtor TIMMIE BELL

Signature of Secured Party JOYCE MARLEY MANAGER

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

10-21-50

AVCO FINANCIAL SERVICES

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061
PH. (301) 766-6763

BOOK 539 PAGE 571

TERMINATION STATEMENT

ID # 276F89

Frederick Foote III

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER 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.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

Monique K. Berger
Admin. Asst.
TITLE

DATED: 4/21/89

ACKNOWLEDGEMENT COPY

FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN ACKNOWLEDGEMENT.

158

RECORD FEE 10.00
POSTAGE .50
RECORDED BY 11-38
07/05/89
A. LEE WALKER
MD-20, GLENVIEW CENTER

CK

543 213

AVCO FINANCIAL SERVICES

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061
PH. (301) 766-6763

BOOK 511 PAGE 432

TERMINATION STATEMENT

ID# 267287

Joseph + Nely Balanec

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER
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.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

RECEIVED 20.00
FEB 19 1985
FILING OFFICER
STATE OF MARYLAND
FILING NUMBER
267287

BY *Margaret Heiberg Adams* DATED: *6/9/85*
TITLE

ACKNOWLEDGEMENT COPY
FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF
FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN
ACKNOWLEDGEMENT.

BOOK 543 PAGE 214

AVCO FINANCIAL SERVICES

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061
PH. (301) 766-6763

BOOK 539 PAGE 872
FD# 276800

TERMINATION STATEMENT

Craig + Bonnie Luskov

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER 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.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

BY *Marjorie J. Staley Admin. Asst.* DATED: *6/16/89*
TITLE

ACKNOWLEDGEMENT COPY
FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN ACKNOWLEDGEMENT.

RECORD FEE 10.00
POSTAGE .50
SERIES 872-813 11:39
07-16-89

CK H. ELS DUNFER
IN DC. CIRCUIT COURT

543-215

AVCO FINANCIAL SERVICES

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061
PH. (301) 766-6763

BOOK 535 PAGE 478

TERMINATION STATEMENT

ID# 275206

Richard Anclau

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER
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.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

BY *Margaret Lopez Aspinwall*
TITLE

DATED: 6/16/89

RECORD FEE 10.00
POSTAGE .50
CK
H. FILE NUMBER
MAY 16 1989

ACKNOWLEDGEMENT COPY
FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF
FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN
ACKNOWLEDGEMENT.

BOOK 543 PAGE 216

AVCO FINANCIAL SERVICES

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061
PH. (301) 766-6763

BOOK 511 PAGE 435

TERMINATION STATEMENT

ID# 262294

Joseph & Martha Jackson

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER
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.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

BY *Morgan Lyby Admin Asst*
TITLE

DATED: 6/6/85

REGISTRATION FEE 10.00
POSTAGE .00
RECEIVED BY FILING OFFICER 6/10/85

ACKNOWLEDGEMENT COPY

FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF
FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN
ACKNOWLEDGEMENT.

EX

BY FILING OFFICER
ON 6/10/85

543 217

AVCO FINANCIAL SERVICES

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061
PH (301) 766-6763

BOOK 524 PAGE 308

TERMINATION STATEMENT

Devin & Louise Johnson

ID File # 273712

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER
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.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

BY *Monique Taylor* Admin. Ass.
TITLE

DATED: *4/6/89*

ACKNOWLEDGEMENT COPY

FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF
FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN
ACKNOWLEDGEMENT.

RECORDING FEE 20.00
POSTAGE .30
PAID BY DEPT. REG. 11/1/89
07/16/89
CK
W. FREE BONFER
IN REG. CLERK'S OFFICE

543 218

AVCO FINANCIAL SERVICES

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061
PH (301) 766-6763

BOOK 575 PAGE 538

TERMINATION STATEMENT

Willie Roxanne Thompson

ID# 269013

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER
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.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

BY *Margaret H. Hager* *Admin. Asst.*
TITLE

DATED: *6/6/55*

RECORD FEE 17.00
POSTAGE .50
TOTAL 17.50
JUN 10 1955
FBI - BALTIMORE

ACKNOWLEDGEMENT COPY
FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF
FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN
ACKNOWLEDGEMENT.

BOOK 543 PAGE 219

AVCO FINANCIAL SERVICES

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061
PH (301) 766-6763

BOOK 531 PAGE 584

TERMINATION STATEMENT ID# 274438

Thomas Gayle Wenta

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER
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.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

BY *Harold Z. Boyant* *Admin Asst*
TITLE

DATED: 5-31-89

23
RECORD FEE 10.00
POSTAGE .20
FILING OFFICE 203 111141
MAY 31 1989
FBI - FILE NUMBER
MAY 31 1989

ACKNOWLEDGEMENT COPY
FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF
FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN
ACKNOWLEDGEMENT.

543 220

MARYLAND

277878

INDENTURE OF MORTGAGE, DEED OF TRUST,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

- FROM -

JP FOODSERVICE, INC., as Obligor

- TO -

CARSON L. MILLS, ESQ., as Trustee

- AND -

THE CONNECTICUT BANK AND TRUST COMPANY
(NATIONAL ASSOCIATION),
as Collateral Agent

THIS INDENTURE SECURES NOTES
CONTAINING A VARIABLE RATE OF INTEREST

THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT
SECURED HEREBY IS \$17,702,000

THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF
UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

Recording requested by:

LAWYERS TITLE INSURANCE CORPORATION

This instrument prepared by, and after recording please return
to:

Flora Schnall, Esq.
Milbank, Tweed, Hadley & McCloy
1 Chase Manhattan Plaza
New York, New York 10005

Addresses of Mortgaged Properties:

- (i) 1300 and 1332 S. Monroe Street
Baltimore, Maryland
- (ii) West Side Telegraph Road
Anne Arundel, Maryland

890966
LAWYERS TITLE INSURANCE CORPORATION
114 E. LEXINGTON ST., 3rd FLR.
BALTIMORE, MD 21202
301 - 539 - 3212

DJ

73⁰⁰
50

INDENTURE OF MORTGAGE, DEED OF TRUST,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE OF MORTGAGE, DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Indenture") is made as of the 3rd day of July, 1989 by JP FOODSERVICE, INC. (the "Company" or the "Obligor"), a corporation duly organized and validly existing under the laws of the State of Delaware and having an office at 7240 Parkway Drive, Suite 300, Hanover, Maryland 21076, in favor of CARSON L. MILLS, ESQ., an individual having an address at 110 North Washington St., Suite 403, Rockville, Maryland 20850, as Trustee (the "Trustee"), and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association having its principal office at 1 Constitution Plaza, Hartford, Connecticut 06115, as collateral agent for the Senior Creditors referred to below (in such capacity, together with its successors in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS:

A. the Company, JPF HOLDINGS, INC. ("Holdings"), certain banks (collectively, the "Bank Lenders") and The Bank of Tokyo Trust Company, as agent for the Bank Lenders, are parties to a Credit Agreement dated as of July 3, 1989 (as the same shall, subject to Section 4.01 of the Intercreditor Agreement referred to below, be modified and supplemented and in effect from time to time, the "Senior Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit (by means of loans and letters of credit) to be made to the Company in an aggregate principal or face amount not exceeding \$110,000,000; and

B. the Company, Holdings and certain financial institutions (collectively, the "Institutional Lenders") are parties to separate Senior Note Agreements each dated as of July 3, 1989 (as the same shall, subject to Section 4.01 of the Intercreditor Agreement referred to below, be modified and supplemented and in effect from time to time, the "Senior Note Agreements") providing, subject to the terms and conditions thereof, for notes to be issued by the Company in an aggregate principal amount equal to \$85,000,000; and

C. the Company, Holdings and The Chase Manhattan Bank, N.A. ("Chase"; the Bank Lenders and the Institutional Lenders and, subject to the provisions of Section 6.05 of the Intercreditor Agreement referred to below, Chase, collectively referred to herein as the "Senior Creditors") are parties to a Loan Agreement dated as of July 3, 1989 (as the same shall, subject to section 4.01 of the Intercreditor Agreement referred to below, be modified and supplemented and in effect from time to



time, the "Chase Loan Agreement"; the Senior Credit Agreements, the Senior Note Agreements and the Chase Loan Agreement being collectively referred to herein as the "Senior Agreements") providing, subject to the terms and conditions thereof, for a short-term loan to be made to the Company in a principal amount equal to \$45,000,000; and

D. any Bank Lender or any Institutional Lender (each, a "Swap Lender") and the Company or Holdings may be, or become, parties to one or more interest rate swap, cap, collar or insurance agreements or similar arrangements (as modified and supplemented and in effect from time to time, "Interest Rate Agreements") designed to provide for the transfer or mitigation of interest risks either generally or under specific contingencies with respect to an aggregate notional principal amount of indebtedness not exceeding \$125,000,000; and

E. the Company, the Operating Subsidiaries (as defined in the Intercreditor Agreement referred to below), Holdings, the Senior Creditors and the Collateral Agent are party to an Intercreditor and Collateral Agency Agreement dated as of July 3, 1989 (as modified and supplemented and in effect from time to time, the "Intercreditor Agreement") pursuant to which the Senior Creditors have provided, inter alia, for the method of exercising remedies hereunder and for the application of proceeds from the exercise of such remedies and have appointed the Collateral Agent as their agent for perfecting their interest in the Trust Estate (as hereinafter defined) and effecting such remedies; and

F. simultaneously with the execution and delivery of this Indenture, the Company and certain of the Operating Subsidiaries are executing and delivering a Master Indenture of Mortgage, Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Master Mortgage") which Master Mortgage sets forth provisions applicable generally to, and incorporated by reference into, this Indenture; and

G. this Indenture identifies a particular portion of the Trust Estate (as defined in the Master Mortgage) owned by the Company and that this Indenture is to be recorded in the jurisdiction in which such portion of the Trust Estate is located; and

H. it is a condition to the obligation of the Senior Creditors to extend credit to the Company pursuant to the Loan Documents (as hereinafter defined) that the Company execute and deliver this Indenture;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and FOR THE PURPOSE OF SECURING the following (collectively, the "Obligations"):

(a) the principal of and interest on the Term Loans (under and as defined in the Senior Credit Agreement), the

principal of and interest on the Notes (under and as defined in the Senior Note Agreements), the principal of and interest on the Loan (under and as defined in the Chase Loan Agreement), all Notes issued under the Senior Agreements and all other obligations which may from time to time be owing to any Senior Creditor or the Collateral Agent under the Senior Agreements, the Interest Rate Agreements or any other Financing Document (as defined in the Intercreditor Agreement), the principal of and interest on the Revolving Credit Loans (under and as defined in the Senior Credit Agreement) and any amounts payable by the Obligor in respect of Letters of Credit (under and as defined in the Senior Credit Agreement) from time to time issued under the Senior Credit Agreement or in respect of drawings thereunder provided, however, that the maximum aggregate principal amount of such obligations secured by the lien of this Indenture shall not exceed \$17,702,500, and

(b) the performance and payment of the covenants, agreements and obligations hereinafter contained and all other monies secured hereby, including, without limitation, any and all sums expended by the Collateral Agent pursuant to Section 1.09 and 1.13 of the Master Mortgage (as hereinafter defined), together with interest thereon,

the Obligor hereby irrevocably grants, bargains, sells, releases, conveys, warrants, assigns, transfers, mortgages, pledges, sets over and confirms unto the Trustee, with mortgage covenants, IN TRUST WITH STATUTORY POWER OF SALE and right of entry and possession, for the benefit and security of the Collateral Agent, under and subject to the terms and conditions hereinafter set forth, all of the property described in Schedule I hereto (collectively, the "Trust Estate").

TO HAVE AND TO HOLD the Trust Estate with all privileges and appurtenances thereunto belonging, to the Trustee and the Collateral Agent and their respective successors and assigns, forever, upon the trust, terms and conditions and for the uses hereinafter set forth.

PROVIDED ALWAYS, that if the Obligations shall be paid in full, and if each and every covenant and condition contained herein and in the Loan Documents shall be complied with, then this Indenture and the lien and estate hereby granted shall cease, determine and be void.

This Indenture, the Master Mortgage, the Senior Agreements and the Notes (under and as defined in the Senior Credit Agreement), the Notes (under and as defined in the Senior Note Agreement) and the Note (under and as defined in the Chase Loan Agreement), and any other instrument given to evidence or further secure the payment and performance of any of the Obligations are sometimes hereinafter collectively referred to as the "Loan Documents".

This Indenture is given as security, among other things, for the performance of the terms, covenants and conditions contained in the Master Mortgage, and this Indenture is subject to all of the terms, covenants and conditions contained therein, all of which terms, covenants and conditions are made a part hereof as fully and completely as if specifically set forth herein.

TO PROTECT THE SECURITY OF THIS INDENTURE, THE OBLIGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I

Particular Covenants and Agreements of the Obligor

Section 1.01. Payment of Secured Obligations, Representations. The Obligor shall pay when due the principal of, and the interest on, the indebtedness outstanding under, and all other Obligations as provided in, the Senior Agreements and in the other Loan Documents, and the principal of, and the interest on, any future advances secured by this Indenture.

The Obligor represents and warrants that it has the full power and lawful authority to grant, bargain, sell, release, convey, warrant, assign, transfer, mortgage, pledge, set over and confirm unto the Trustee for the benefit and security of the Collateral Agent the Trust Estate and warrants that it will forever defend the title to the Trust Estate and the validity and priority of the lien or estate hereof against the claims and demands of all persons whomsoever.

Section 1.02. Compliance with Master Indenture. The Obligor shall observe, comply with and perform all of the terms, covenants and conditions to be observed, complied with and performed by it pursuant to the Master Mortgage.

ARTICLE II

Defaults; Remedies

Section 2.01. Defaults. If any Event of Default under and as defined in the Intercreditor Agreement shall occur and be continuing (any such Event of Default being herein called a "Default") then, as more particularly provided in the Senior Agreements, the principal of and accrued interest on the Notes outstanding under the Senior Agreements and all other Obligations may be declared, or may become, due and payable, without presentment, demand, protest or other formalities of any kind, all of which have been waived pursuant to the Senior Agreements.

Section 2.02. Default Remedies.

(a) If a Default shall have occurred and be continuing, this Indenture may, to the maximum extent permitted by law, be enforced either as a deed of trust or as a mortgage at

the option of the Collateral Agent, and the Trustee or the Collateral Agent may exercise any right, power or remedy permitted to it under the Master Mortgage or any other Loan Document or by law.

(b) If a Default shall have occurred and be continuing, the Collateral Agent, to the maximum extent permitted by law, shall be entitled, as a matter of right, to the appointment of a receiver of the Trust Estate, without notice or demand, and without regard to the adequacy of the security for the Obligations or the solvency of the Obligor. The Obligor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of the Collateral Agent in case of entry and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Estate, unless such receivership is sooner terminated.

(c) In addition to the remedies set forth in the Master Mortgage, the following remedies shall be available:

(i) Obligor, in accordance with Subtitle W of the laws or rules or regulations of the State of Maryland relating to mortgages and deeds of trust including any amendments thereof or supplements thereto which do not materially change or impair the remedy, does hereby declare and assent to the passage of a decree to sell the Trust Estate by the court having jurisdiction for the sale of the Trust Estate and the trustees appointed by such decree of court shall have, subject to the terms of the decree of court, the same authority and power to sell on the terms and conditions herein set forth, and for such purposes the word "Trustees" shall be deemed to include the trustees so appointed. This assent to decree shall not be exhausted in the event the proceeding is dismissed before the indebtedness secured hereby is paid in full; and

(ii) If a Default shall occur, Collateral Agent may at its discretion require Obligor to assemble such items of the Trust Estate as may be designated by Collateral Agent and make them available to the Trustee at a place reasonably convenient to both parties to be designated by Collateral Agent or the Trustee. Upon a Default under this Indenture, Collateral Agent shall have the right to take possession of such items of the Trust Estate as Collateral Agent may elect. In taking possession Collateral Agent may proceed without judicial process if this can be done without breach of the peace. Collateral Agent shall have the further right to remove such items of the Trust Estate as it may choose to any location or locations selected by Collateral Agent, and Obligor shall pay the costs of such removal and for the storage and protection of such items immediately upon demand therefor. If Collateral Agent elects to direct the Trustee to proceed under the Maryland Uniform Commercial

Code to dispose of some of the Trust Estate, the Trustee shall give Obligor notice by certified mail, postage prepaid, return receipt requested, of the time and place of any public sale of any of such property or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to Obligor at least five (5) days before the time of the sale or other disposition, which provisions for notice Obligor and the Trustee agree are reasonable; provided, however, that nothing herein shall preclude Collateral Agent and the Trustee from proceeding as to all the Trust Estate in accordance with the rights and remedies of Collateral Agent and the Trustee in respect of the real property, as provided in Section 9-501(4) of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time.

Section 2.03. Application of Proceeds. The proceeds of any sale made either under the power of sale hereby given or under a judgment, order or decree made in any action to foreclose or to enforce this Indenture, or of any monies held by the Trustee or the Collateral Agent hereunder shall, to the maximum extent permitted by law, be applied to the payment in full of the Obligations in the manner provided in Section 4.03 of the Master Mortgage.

ARTICLE III

The Trustee

Section 3.01. Acceptance by Trustee. The Trustee accepts this trust when this Indenture, duly executed and acknowledged, is made a public record as provided by law.

Section 3.02. Resignation and Successor Trustee. The Master Mortgage contains provisions, among others, for the resignation of the Trustee and the appointment of a successor Trustee by the Collateral Agent.

ARTICLE IV

Miscellaneous

Section 4.01. Reconveyance by Trustee. The Collateral Agent shall notify the Trustee of the payment in full of the Obligations and shall surrender this Indenture to the Trustee for cancellation and retention. Upon receipt of such notification and upon payment by the Obligor of the Trustee's expenses, the Trustee (and, if required by law, the Collateral Agent) shall release the lien of this Indenture or reconvey, without warranty or covenant, any portion of the Trust Estate then held hereunder to the Obligor or upon the request of the Obligor and at the Obligor's expense assign this Indenture without recourse to the Obligor's designee, or to the person or persons legally entitled thereto, by an instrument duly acknowledged in form for recording.

Section 4.02. Notices. All notices, demands, consents, requests or other communications (collectively, "notices") that are permitted or required to be given by any party to the other hereunder shall be in writing and given in the manner specified in Section 6.02 of the Master Mortgage.

Section 4.03. Amendments; Waivers; etc. This Indenture cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in form for recording, signed by the party against whom enforcement of such modification, change or discharge is sought.

Section 4.04. Successors and Assigns. This Indenture applies to, inures to the benefit of and binds each of the parties hereto and their respective successors and assigns and shall run with the Properties as defined in Schedule I.

Section 4.05. Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties hereto and are not a part of this Indenture.

Section 4.06. Invalidity of Certain Provisions. If the lien or estate of this Indenture is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion thereof, and all payments made on such Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion thereof that is not secured or fully secured by the lien or estate of this Indenture.

Section 4.07. Severability. If any term or provision of this Indenture or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Indenture, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Indenture shall be valid and enforceable to the maximum extent permitted by law.

Section 4.08. One of a Number of Indentures. This Indenture is given as security together with certain other indentures which collectively cover the Properties referred to in Schedule I to the Master Mortgage and the Loan Documents and secure, among other things, the Obligations. A copy of the Master Mortgage and all such other indenture instruments (including this Indenture) is on file with the Company and with the Collateral Agent and are available for inspection during normal business hours upon reasonable advance request therefor. A default with respect to any such indenture instrument (including this Indenture) shall constitute a default under all such indenture instruments (including this Indenture).

Section 4.09. Trust is Irrevocable. The trust created hereby is irrevocable by the Obligor.

Section 4.10. Cover Page. The information set forth on the cover page hereof, including without limitation the maximum aggregate principal amount secured hereby, if stated, is hereby incorporated herein and made a part hereof.

IN WITNESS WHEREOF, this Indenture has been duly executed by the Obligor as of the day and year first above written.

JP FOODSERVICE, INC.

By *James L. Miller*

Title: PRESIDENT
JAMES L. MILLER

Signed and acknowledged in the presence of:

Sarah P. Richey



MARYLAND

543 229

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this the 4 day of July, 1989, before me, the undersigned officer, personally appeared James L. Miller, who acknowledged himself to be the President of JP Foodservice, Inc., a corporation, and on behalf of said corporation did acknowledge that he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.

Margaret E. Kelly
NOTARY PUBLIC in and for
the State of New York.

My Commission expires:

MARGARET E. KELLY
Notary Public, State of New York
No. 41-4787590
Qualified in Queens County
Commission Expires May 31, 1991



00034923 07/01/89 14:59:12

SCHEDULE I

DESCRIPTION OF PROPERTIES, ETC.

All of the Obligor's right, title and interest in and to the lands and premises (collectively, the "Properties") more particularly described in Exhibit A hereto;

TOGETHER WITH all interests, estates or other claims, both in law and in equity, that the Obligor now has or may hereafter acquire in (a) the Properties, (b) all easements, rights-of-way and rights used in connection therewith or as a means of access thereto and (c) all tenements, hereditaments and appurtenances in any manner belonging, relating or appertaining thereto (collectively, the "Easements and Rights of Way"); and

TOGETHER WITH all estate, right, title and interest of the Obligor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any streets, open or proposed, adjoining the Properties, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection therewith (collectively, the "Adjacent Rights"); and

TOGETHER WITH all estate, right, title and interest of the Obligor, now owned or hereafter acquired, in and to any and all buildings and other improvements now or hereafter located on the Properties and all building materials, building equipment and fixtures of every kind and nature located on the Properties or, attached to, contained in or used in any such buildings and other improvements, and all appurtenances and additions thereto and betterments, substitutions and replacements thereof (collectively, the "Improvements"); and

TOGETHER WITH all estate, right, title and interest of the Obligor in and to all such tangible property owned by the Obligor (including all machinery, apparatus, equipment, fittings and articles of personal property) and now or hereafter located on or at or attached to the Properties to the extent that an interest in such tangible property arises under applicable real estate law, and any and all products and accessions to any such property which may exist at any time (collectively, the "Fixtures"); and

TOGETHER WITH all estate, right, title and interest of the Obligor, now owned or hereafter acquired, in and to all rights, royalties and profits in connection with all minerals, oil and gas and other hydrocarbon substances on or in the Properties, water, water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant) and water stock (collectively, the "Mineral and Related Rights"); and

TOGETHER WITH all rents, revenues, proceeds, issues, profits, royalties, income and other benefits derived from the Properties, the Improvements and the Fixtures, subject to the right, power and authority hereinafter given to the Obligor to

collect and apply the same and all estate, right, title and interest in any leases of the Properties, Improvements or Fixtures (collectively, the "Rents and Royalties"); and

TOGETHER WITH all estate, right, title and interest and other claim or demand that the Obligor now has or may hereafter acquire with respect to any damage to the Properties, the Improvements or the Fixtures and any and all proceeds of insurance in effect with respect to the Improvements or the Fixtures, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the Properties, the Improvements or the Fixtures, including without limitation any awards resulting from a change of grade of streets or as the result of any other damage to the Properties, the Improvements or the Fixtures for which compensation shall be given by any governmental authority (collectively, the "Damage Rights"); and

TOGETHER WITH all the estate, right, title, interest and other claim of the Obligor with respect to any parking facilities located other than on the Properties and used or intended to be used in connection with the operation, ownership or use of the Properties, any and all replacements and substitutions for the same, and any other parking rights, easements, covenants and other interests in parking facilities acquired by the Obligor for the use of tenants or occupants of the Improvements (collectively, the "Parking Rights"); and

TOGETHER WITH all estate, right, title and interest of the Obligor in respect of any and all air rights, development rights, zoning rights or other similar rights or interests which benefit or are appurtenant to the Properties or the Improvements (collectively, the "Air and Development Rights");

All of the Easements and Rights of Way, Adjacent Rights, Improvements, Fixtures, Minerals and Related Rights, Rents and Royalties, Leases, Damage Rights, Parking Rights and Air and Development Rights described in this Schedule I being sometimes hereinafter referred to collectively as the Ancillary Rights and Properties and the Properties and Ancillary Rights and Properties being sometimes referred to herein collectively as the "Trust Estate".

DESCRIPTION OF FEE PROPERTIES

BOOK 543 PAGE 232

Parcel I

Beginning for the same at an iron axle found at the beginning of the 1st or North 06 degree 54 minute 02 second East 1412.41 foot line of that parcel of land described in Exhibit "A" of a Deed, dated December 21, 1988 between 170 LIMITED PARTNERSHIP and PYA/MONARCH, INC., recorded among the Land Records of Anne Arundel County, Maryland in Liber 4762 folio 580, said place of beginning also being designated 7, shown on a Plat entitled "PROPERTY OF 170 LIMITED PARTNERSHIP, 31.437 AC+/- WEST SIDE TELEGRAPH ROAD", dated November 29, 1988, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 6014 in Plat Book 114 page 40, running thence binding on part of said 1st line and on part of the western boundary of said Plat, 1) North 06 degrees 54 minutes 02 seconds East 305.00 feet, thence leaving said 1st line and said plat boundary, running for new lines of division through that parcel of land described in said Exhibit "A" and through Lot A shown on said Plat, the five following courses, viz: 2) South 83 degrees 05 minutes 58 seconds East 22.00 feet, 3) North 09 degrees 08 minutes 47 seconds East 102.08 feet, 4) North 06 degrees 54 minutes 02 seconds East 102.00 feet, 5) North 06 degrees 31 minutes 30 seconds East 610.01 feet and 6) North 01 degrees 13 minutes 48 seconds West 155.56 feet to intersect said 1st line and said western boundary of said Plat, running thence binding on part of said 1st line and said western boundary, 7) North 06 degrees 54 minutes 02 seconds East 139.41 feet to the end of said 1st line and to the point designated 8 shown on said Plat, running thence binding on all of the 2nd line of said Exhibit "A" and binding on the northern boundary of said Plat, 8) South 76 degrees 27 minutes 38 seconds East 1185.79 feet to the point designated 1 shown on said Plat, on the western side of Telegraph Road, MD. Rte. 170, 60 feet wide, shown on State Roads Commission of Maryland, Plat No. 4660, running thence binding on the western side of Telegraph Road, shown on said Plats and binding on the 3rd and 4th lines of said Exhibit "A", the two following courses, viz: 9) South 12 degrees 52 minutes 27 seconds West 429.18 feet and 10) southwesterly by a curve to the left having a radius of 11489.16 feet for a distance of 530.90 feet, said curve being subtended by a chord bearing South 11 degrees 33 minutes 01 seconds West 530.85 feet to the point designated 3 shown on said first mentioned Plat, running thence leaving said Road, binding on the 5th, 6th and 7th lines of said Exhibit "A" and binding on the southern boundary of said first mentioned Plat, the three following courses, viz: 11) North 80 degrees 33 minutes 58 seconds west 194.89 feet to the point designated 5 shown on said first mentioned Plat, 12) South 09 degrees 26 minutes 02 seconds West 159.20 feet to the point designated 6 shown on said first mentioned Plat and 13) South 86 degrees 08 minutes 02 seconds West 904.33 feet to the place of beginning.

Subject to the following:

The 10 foot wide Highway widening, containing 9604 square feet or 0.22 Ac +/- and the 50 foot Minimum Building Restriction Line along and adjacent to Telegraph Road, MD. RTE. 170, both shown on the Plat entitled "PROPERTY OF 170 LIMITED PARTNERSHIP 31.437 AC +/- WEST SIDE TELEGRAPH ROAD", dated November 29, 1988, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No.6014 in Plat Book 114 page 40.

Together with the following:

Parcel II

1) The rights with use in common with others entitled thereto, a 50 foot wide railroad right of way, created and reserved in Schedule A and C in a Deed, dated October 15, 1973 between Simkins Industries, Inc. et al, The Maryland Title Guarantee Company and Diamond International Corporation, recorded among the Land Records of Anne Arundel County, Maryland in Liber 2632 folio 121.

2) The rights with use in common with others entitled thereto, an irregular or curved railroad right of way, described in a Deed, dated November 20, 1969 between ODENTON-SEVERN DEVELOPMENT CORP. and THE MARYLAND TITLE GUARANTEE COMPANY, recorded among the Land Records of Anne Arundel County, Maryland in Liber 2320 folio 117.

Parcel III

The rights, conditions, covenants and restrictions as to a 20 foot wide Drainage Easement and a 10 foot wide Temporary Construction Easement, described in a Deed and Easement Agreement, dated December 11, 1986 between JACK EUGENE BROWN, SR. et al and ROBERT N. SMELKINSON, recorded among the Land Records of Anne Arundel County, Maryland in Liber 4705 folio 022, also see Assignment of Easement, dated December 9, 1986 between ROBERT N. SMELKINSON and CONTINENTAL PARTNERSHIP, recorded among the Land Records of Anne Arundel County, Maryland in Liber 4705 folio 027.

Parcel IV

TOGETHER WITH a twenty foot storm drain easement over a parcel of land described as follows:
Being all that strip or parcel of land twenty feet wide, the centerline of said strip or parcel being more particularly described as follows: BEGINNING for the same at a point on the fourth line of that parcel of land described in the conveyance from Odenton Severn Development Corporation to Powercon Services, Inc. by deed dated November 20, 1969 recorded among the land records of Anne Arundel County, Maryland in Liber 2320 at Folio 120, said point being located distant Southwesterly 392.10 feet from the beginning of the fourth line and running through the lands of the above mentioned conveyance North 64 degrees 35 minutes 58 seconds West 116.00 feet; thence North 54 degrees 05 minutes 58 seconds West 137.00 feet to the end thereof.

BOOK 543 PAGE 235

BEGINNING for the same at a point on the southwest side of South Monroe Street as laid out and existing 66 feet wide by Ordinance No. 1002 dated February 17, 1950, said point being distant 168 feet southeasterly from the corner formed by the intersection of the southwest side of South Monroe Street and the southeast side of Washington Boulevard, as laid out and existing, said point being also the beginning of that parcel of land which by deed dated September 17, 1980 and recorded among the Land Records of Baltimore City, Maryland in Liber W.A. No. 3957 at Folio 630 was conveyed by Consolidated Food Corporation to PYA/Monarch, Inc., and running thence binding along the aforesaid southwest side of South Monroe Street and along the First Line of the aforesaid parcel of land described in the abovementioned deed South $45^{\circ} 23' 22''$ East 381.54 feet to the end of said First Line and to a point distant North $43^{\circ} 58' 00''$ West 49.59 feet from the beginning of that parcel of land which by deed dated March 10, 1982 and recorded among the aforesaid Land Records in Liber C.W.M. Jr. No. 4164 at Folio 364 was conveyed by Bowman Transportation, Inc. to PYA/Monarch, Inc., and running thence binding along the aforesaid southwest side of South Monroe Street to and along the First Line of the aforesaid parcel of land described in the above last mentioned deed North $43^{\circ} 58' 00''$ East 252.52 feet to the end of said First Line, thence leaving the southwest side of South Monroe Street and binding along the Second, Third and Fourth Lines of said parcel of land described in the hereinabove last mentioned deed, the three (3) following courses and distances, viz.:

- (1) South $44^{\circ} 42' 00''$ West 452.40 feet,
- (2) North $58^{\circ} 42' 35''$ West 77.41 feet, and
- (3) North $51^{\circ} 44' 35''$ West 42.00 feet to a point on the northeast side of Putman Street, as laid out and existing, and running thence binding along the northeast side of Putman Street and along the Fifth Line of said parcel of land described in the hereinabove last mentioned deed and continuing along

the aforesaid northeast side of Putman Street North $45^{\circ} 15' 35''$ West 316.96 feet to a point thereon at the end of the Third Line of that parcel of land which by deed dated January 14, 1946 and recorded among the Land Records in Liber M.L.P. No. 6853 at Folio 86 was conveyed by the Baltimore Transit Company to the J.I. Case Company of Wisconsin, thence leaving the aforesaid northeast side of Putman Street and binding reversely along the Third and Second Lines of said parcel of land described in the above last mentioned deed the two (2) following courses and distances, viz.:

- (1) North $44^{\circ} 42' 00''$ East parallel to the aforesaid southeast side of Washington Boulevard 250.02 feet, and
- (2) North $45^{\circ} 23' 22''$ West, parallel to the southwest side of South Monroe Street, 200.00 feet to a point at the beginning of the Third Line of that parcel of land which by deed dated November 17, 1941 and recorded among the the aforesaid Land Records in Liber M.L.P. No. 7290 at Folio 117 was conveyed by the Baltimore Transit Company to the Atlantic White Tower System, Inc. and running thence parallel to the aforesaid southeast side of Washington Boulevard and along the Third Line of said parcel of land described in the above last mentioned deed North $44^{\circ} 42' 00''$ East 230.41 feet to the point of beginning .

Said property being located in the City of Baltimore, Maryland.

CERTIFICATE AS TO APPORTIONMENT FOR RECORDATION TAXES

July 3, 1989

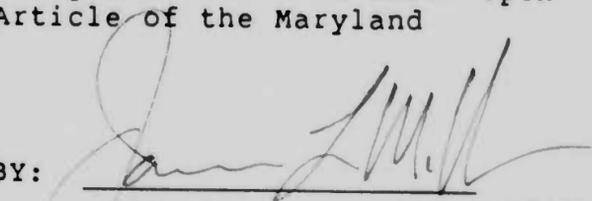
TO THE CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY AND
THE CLERK OF THE CIRCUIT COURT FOR BALTIMORE CITY:

RE: PROPERTY KNOWN AS 1300 AND 1332 S. MONROE STREET, IN
BALTIMORE CITY, MARYLAND, AND PROPERTY KNOWN AS
WEST SIDE TELEGRAPH ROAD, IN ANNE ARUNDEL COUNTY,
MARYLAND

The undersigned certifies that the settlement held by them in making a mortgage on property lying or being located in one or more jurisdictions as evidenced in the attached Indenture of Mortgage, Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, discloses the valuation of the property in each location as follows:

| | | |
|-------------------------|----|---------------|
| (A) CITY OF BALTIMORE | \$ | 2,702,500.00 |
| (B) ANNE ARUNDEL COUNTY | \$ | 15,000,000.00 |

Recordation taxes are affixed for each jurisdiction as based upon Section 12-110 of the Tax-Property Article of the Maryland Annotated Code.

BY: 

JAMES L. MILLER, PRES.

BY: _____

277833

FINANCING STATEMENT

513 238

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY

This transaction is not exempt from recordation tax. The principal amount of the debt initially incurred is \$3,500,000. Recordation tax on that amount has been paid with the Clerk of the Circuit Court for Anne Arundel County, Maryland, in connection with the recordation of a Deed of Trust.

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

1. Debtor: Address:
Saybrooke Development Corporation c/o Gary W. Koch
900 Ritchie Highway, Suite 201
Severna Park, Maryland 21146

2. Secured Party: Address:
Provident Bank of Maryland 114 E. Lexington Street
Baltimore, Maryland 21202
Attn: Commercial Real Estate
Department

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected

17⁰⁰
50

or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitutions for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) The reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases and contracts of sale with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land;

(c) All documents, instruments, general intangibles, chattel paper, contract rights and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom; and

(d) All the rights, title, interest and privileges which the Debtor as seller has or may have in the contracts of sale now existing or hereafter made and affecting the herein described land, as such contracts may have been, or may from time to time be, modified, extended and renewed, with all deposits, proceeds, income and profits due and becoming due therefrom.

4. The aforesaid items are included as security in an Assignment of Contracts and Other Income and Security Agreement from Debtor to Secured Party and in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Alex J. Guggenheim and Raymond E. Schlissler, Trustees, and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland.

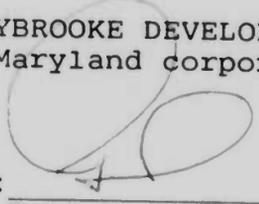
5. Proceeds of collateral are covered hereunder.

BOOK 543 PAGE 240

6. The land is more particularly described in Exhibit A attached hereto.

Debtor:

SAYBROOKE DEVELOPMENT CORPORATION,
a Maryland corporation

By:  _____ (SEAL)
Gary W. Koch, President

Dated: JUNE 30, 1989

Please return to:

Jeffrey P. McCormack, Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201

32.832.4
06/30/89

EXHIBIT ADESCRIPTION OF PROPERTY

BEING all those lots of ground, streets, roads and widening strips shown on the Plats entitled "SAYBROOKE, a Single-Family Residential Cluster Subdivision", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 120, Pages 3 through 7, inclusive, at Plat Nos. 6277 through 6281, inclusive;

SAVING AND EXCEPTING THEREFROM, those recreation areas and open space areas described in a Deed, recorded among the Land Records of Anne Arundel County in Liber 4871, folio 71, from John Zandarski (f/k/a Jan Zandarski), Steve Zandarski (f/k/a Stefan Zandarski), Bertha Upton (f/k/a Bronislawa Zandarski), Cecilia Kropp (f/k/a Cecelia Zandarski), Anna Clark (f/k/a Anna Zandarski Janowiak), Laura Wise (f/k/a Wladyslawa Zandarski) and Angeline Zandarski (f/k/a Aniela Zandarski) herein, and G. W. Koch Associates, Inc., the predecessor of Saybrooke Development Corporation as contract purchaser, to Saybrooke Property Owners Association, Inc.

Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Maryland 21404

543 242

File No.
Record Reference: Liber.....
Folio.....

TERMINATION STATEMENT

..... To Be Recorded in the Land
Records. (For Fixtures Only)

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

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: 255509 ;

Record Reference: Liber 482 Folio 299 ;

Date of Filing: Feb. 5, 1985

RECORD FEE 10.00
POSTAGE .50
MAY 24 11:02 AM '85
GK
H. ERLE STAMPER
11/07/89
111111 STREET COURT

2. The name(s) and address(es) of the Debtor(s) is(are):

| <u>Name of Debtor</u> | <u>Address</u> |
|-----------------------|------------------------------------------------|
| Charles Roberts, Inc. | 1497 Ritchie Highway Arnold, Maryland 21012 |

3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated: June 15, 1989

By: *Marilyn F. Horton*
Marilyn F. Horton
Assistant Vice President

RETURN TO: Charles Roberts, Inc.
1497 Ritchie Highway
Arnold, Maryland 21012

Type or print all names
and titles under signatures.

ILD-121-3M

1150

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St. N.W., Washington, D.C. 20006

543-243

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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN FINANCING
~~LAND~~ RECORDS of Anne Arundel County, Md.

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

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing September 10, 1987 Record Reference Book 517, Page 407
Maturity date (if any)

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|----------------------------------------------------------|-----|-----------------------------|--------------------|-------|
| Halle Development, Inc. | | Suite 300, 2900 Linden Lane | Silver Spring, Md. | 20910 |

| Name of Secured Party or assignee | No. | Street | City | State |
|-----------------------------------|-----|------------------------------|-------------------|-------|
| Washington Federal Savings Bank | | 5101 Wisconsin Avenue, N. W. | Washington, D. C. | 20016 |

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

Lots numbered ONE (1) through ONE HUNDRED THIRTY (130), both inclusive, and parcels lettered "A", "B" and "C", together with those portions of Pinecroft Court, Pinecove Avenue and Pinecove Court set forth on "PLATS ONE, TWO, THREE and FOUR, PARCEL TWO, SEVEN OAKS" recorded in Plat Book 119, pages 28 through 31, Plat Nos. 6252, 6253, 6254 and 6255, among the Land Records of Anne Arundel County, Maryland.

Debtor(s) or assignor(s)

WASHINGTON FEDERAL SAVING BANK

By: _____ (Seal)
(Corporate, Trade or Firm Name)
Jeremiah D. Behan
Signature of Secured Party or Assignee
Jeremiah D. Behan, Vice President

(Type or print name under signature)

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

WHEELER & KORPECK
932 Bonifant St.
Silver Spring, Md. 20910

RETURN TO:

10 03

10.00
POSTAGE
.50
CK
NOV 11 1987
H. FILE SCHIFFER
NO. 10, CIRCUIT COURT

277834

543 244

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) VINCENT D. BENNETT JR. RISE A. BENNETT 228 CARROLL ROAD PASADENA, MD. 21122 | 2 Secured Party(ies) and address(es) SECURITY PACIFIC FINANCIAL SERVICES, INC. 2568A RIVA ROAD #101 ANNAPOLIS, MD. 21401 | 3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) DJ RECORDS FEE 10.00 TOTAL 10.00 44 CO. CIRCUIT COURT 5 Assignee(s) of Secured Party and Address(es) W. EBLE SCHAFER 44 CO. CIRCUIT COURT |
| 4. This financing statement covers the following types (or items) of property 12 X 24 SHANGRLI W/DBL END DECK, BROWN WALLS, CHEMICAL KIT, COVER KIT, MAINTENANCE KIT, EC 4075 FILTER | | |

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: Vincent D. Bennett Jr.
Rise A. Bennett
 Signature(s) of Debtor(s)

SECURITY PACIFIC FINANCIAL SERVICES, INC.
 By: Max Hatfield
 Signature(s) of Secured Party(ies)

STANDARD FORM FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

277885

543 245

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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): WOODSTOVE JOHNNY'S 407 Ritchie Hgwy. Severna Park, MD 21046 | (2) Secured Party(ies) (Name(s) And Address(es): THULMAN EASTERN CORP. 3485 Chevrolet Drive, Ellicott City, Md 21043 | Book 441 Page 215 Lib 239365 Dated: 8-21-81 |
| (3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5). | (4) Assignee(s) of Secured Party, Address(es): | For Filing Officer |
| (5) This Financing Statement Covers the Following types [or items] of property. <p style="text-align: center;">DISCOVERY STOVES</p> | | |
| <input type="checkbox"/> Products of the Collateral Are Also Covered. | | |
| <small>TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer 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. (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 the security interest to the signer of the Termination Statement.)</small> | | |
| Date <u>5/8</u> 19 <u>89</u> | By <u>THULMAN EASTERN CORPORATION</u> <i>[Signature]</i> <small>(Signature of Secured Party or Assignee)</small> | <div style="text-align: right;"> <p>RECORD FEE 12.00 POSTAGE .50 #403690 DT77 803 110129 07/07/89 H. ERLE SCHAFER</p> </div> |
| <small>(3) Filing Officer Copy — Acknowledgement. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.</small> <u>1250</u> | | UCC-1 |

277836

543 PAGE 246

The FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any):

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

2 Secured Party(ies) and address(es)

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

Ayer Sales Inc.
8230E Preston Court
Jessup, MD 20794

BayBank Middlesex
Seven New England Executive Park
Burlington, Mass. 01803
ATTN: James L. O'Connor

DJ
RECORD FEE 11.00
POSTAGE .50
REGISTERED COPY FOR FILING 11/10/36
07/07/57

4 This financing statement covers the following types (or items) of property: All of the following, and each item thereof, now owned or due or hereafter acquired, arising, or to become due, or in which the Debtor now or hereafter obtains an interest, and all products, proceeds (including insurance proceeds and each type of property described below) substitutions, and accessions thereof: accounts, inventory, contract rights, general intangibles, equipment, goods, chattel paper, fixtures, instruments, documents of title, documents, and securities (as each of those terms is defined in the Uniform Commercial Code); accounts receivable; chose in action; motor vehicles, machinery, furniture, and fixtures; books and records; tax refunds; trade secrets, computer programs, customer lists, patents, trademarks; insurance proceeds, refunds, and premium rebates; and all liens, guaranties, rights, remedies, and privileges pertaining to any of the foregoing. The security interest evidenced hereby includes all present and future Liabilities of the Debtor to the Secured Party.

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

Filed with:

Ayer Sales Inc.

BAYBANK MIDDLESEX

By

[Signature]
Signature(s) of Debtor(s)

By

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

FILING OFFICER COPY - ALPHABETICAL

1150

277557 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 543 PAGE 247
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 Lend Lease Trucks, Inc.
Address 7700 France Avenue South, Minneapolis, MN 55435

2. SECURED PARTY

Name PNC Bridge Capital, Inc.
Address Fifth Avenue and Wood Street, 19th Floor, Pittsburgh, PA 15222

Person And Address To Whom Statement Is To Be Returned 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.

RECORDING FEE 25 12.00
POSTAGE .50
MAY 10 1988
M. J. COLE REGISTER
100 CO. STREET COURT

CHECK THE LINES WHICH APPLY

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

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

LEND LEASE TRUCKS INC.

BY: [Signature]
(Signature of Debtor)

Joseph N. Evangelist, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.50

EXHIBIT "A"

Description of Collateral

All present and future Accounts, Chattel Paper (including the Debtor's right, title and interest arising out of or resulting from the sale or lease of trucks, tractors, motor vehicles and trailers including all rights to payments thereunder), Inventory (as defined below), Instruments (but only to the extent that such Instruments are writings (a) that result from transactions pursuant to which the Debtor permits another party to use any of its trucks, tractors, motor vehicles or trailers or (ii) from the disposition, cancellation or early termination of service contracts, maintenance contracts, leases or writings resulting from transactions pursuant to which Debtor permits another party to use any of the trucks, tractors, motor vehicles or trailers (b) that evidence a right to the payment of money, not themselves security agreements or leases and (c) that are of a type which is in ordinary course of business transferred by delivery with any necessary indorsement or assignment; and all Proceeds of each of the foregoing.

"Inventory" has the meaning given to that term in the Code and includes, without limitation, all goods owned by the Company, whenever acquired and wherever located, held for sale or lease or furnished or to be furnished under contracts of service, and all raw materials, work in process and materials owned by the Company and used or consumed in the Company's business (including fuel, lube oil, other petroleum products and by-products, consumables, tires, all replacement parts and supplies together with other goods and products, used or consumed in the Company's business), whenever acquired and wherever located, and all documents of title or documents representing the same. Goods represented by a bill of lading wherein the Company is named as consignor or consignee shall be deemed to be Inventory. Notwithstanding the foregoing, Inventory shall not include Equipment (as such term is defined in the Code) and/or trucks, tractors, other motor vehicles and trailers or proceeds therefrom, any additions, attachments, accessories or accessions to trucks, tractors, other motor vehicles and trailers any replacements of any trucks, tractors, other motor vehicles and trailers now or hereafter acquired or the proceeds thereof.

543 249
FINANCING STATEMENT

STATE OF MARYLAND

FORM UCC-1

Identifying File No. 277838

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

Does not create a Sec. Agree

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

1. DEBTOR

Name Bowen Construction Co.

Address Lot 88 Summer Trailer Park, Crownsville, MD 21032 (AA Co.)

2. SECURED PARTY

Name State Equipment, Div. of Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, MD 21227

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

3. Maturity date of obligation (if any) _____

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

ONE (1) Dresser Model 870 Motor Grader
SN 100644

| | |
|------------------------------|-------|
| Name and address of Assignee | |
| RECORD FEE | 11.00 |
| TOTAL | 11.00 |
| REGISTERED OFFICE BAL 110:39 | |
| 07/07/89 | |
| H. ERVE WINKLER | |
| AA CO. CIRCUIT COURT | |
| POSTAGE | .50 |
| REGISTERED OFFICE BAL 110:39 | |
| 07/07/89 | |
| H. ERVE WINKLER | |
| 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)

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)

Bowen Construction Co.

Thanel Bowen
(Signature of Debtor)

THANEL BOWEN PRIES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div of Secorp National, Inc.

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

11-5

BOOK 543 PAGE 249

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277538

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

Does not create a Sec. Agree

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

1. DEBTOR

Name Bowen Construction Co.

Address Lot 88 Summer Trailer Park, Crownsville, MD 21032 (AA Co.)

2. SECURED PARTY

Name State Equipment, Div. of Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, MD 21227

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

3. Maturity date of obligation (if any) _____

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

ONE (1) Dresser Model 870 Motor Grader
SN 100644

Name and address of Assignee
RECORD FEE 11.00
TOTAL 11.00
REGISTERED CITY NO. 110439
01/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
POSTAGE .50
REGISTERED CITY NO. 110439
01/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bowen Construction Co.

Thaniel Bowen
(Signature of Debtor)

THANIEL BOWEN PRIES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div of Secorp National, Inc.

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

11-5

543 250 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 277889

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 General Paving Corporation
Address 12001 Guilford Road, POBox 160, Jessup MD 20794

2. SECURED PARTY

Name MetLife Capital Credit Corporation
Address Ten Stamford Forum, Stamford, CT 06904

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

3. Maturity date of obligation (if any) 1992

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

Two (2) Ford F350 Flatbed trucks, complete with standard equipment and accessories.

Name and address of Assignee

Equipment location: 8738 Vulcan Lane, Manassas, VA 22110, recordation tax is not applicable

filed - Anne Arundel county

RECORD FEE 11.00
POSTAGE .50
FACILITY UNIT NO 110139
11/7/89
H. ERLE SCHAFER
MD CO. CIRCUIT COURT

DJ

CR# 7303

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

General Paving Corporation

[Handwritten Signature]

(Signature of Debtor)

ARTHUR R. COX, PRES

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MetLife Capital Credit Corporation

[Handwritten Signature]

(Signature of Secured Party)

CHARAN J. CHANANA

Type or Print Above Signature on Above Line

11/5

543 PAGE 251

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)
Thomas D. Wieland, Ind. & t/a
Medicine Shoppe
7604 Baltimore Annapolis Blvd.
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Loewy Drug Company, Inc.
6801 Quad Avenue
Baltimore, MD 21237

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

RECORD FEE 12.00
POSTAGE .50
FILING OFFICE 110441
M. LEE SUMNER

4. This statement refers to original Financing Statement bearing File No. 255820
Filed with Anne Arundel County Date Filed March 8 19 85

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

10. The new secured party is McKesson Corporation, 6801 Quad Avenue, Baltimore, Maryland 21237, the interest of Loewy Drug Company, Inc. having been assigned to McKesson Corporation covering the collateral identified on Exhibit "A" attached hereto and made a part hereof.

No. of additional Sheets presented:

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

By: LOEWY DRUG COMPANY, INC.
[Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1250

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT INFORMATION

Debtor:

Secured Party:

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

Equipment and Fixtures — All of Debtor's equipment and fixtures, including but not limited to all machinery, furniture, furnishings, cabinets, refrigerators, cash registers, computer equipment and accessories, floor, wall and counter fixtures, display counters and partitions, and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including insurance claim proceeds.

Inventory — All of Debtor's inventory, including but not limited to all items of stock in trade, drugs, pharmaceuticals, patent medicines, medical equipment (including without limitation orthopedic appliances, wheelchairs, beds and other health care furniture and apparatus), toiletries, novelties, toys, stationery and all other products and goods held for sale or lease, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including returned and repossessed items and insurance claim proceeds, and all documents covering inventory.

Accounts, Chattel Paper and General Intangibles — All of Debtor's accounts, contract rights and chattel paper ("Accounts Receivable"), presently existing and hereafter arising, including but not limited to all sums due from third party reimbursement companies, agencies or governmental departments, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Accounts Receivable, and the proceeds thereof; and all of Debtor's general intangibles, of whatsoever kind or nature, including but not limited to prescription files, customer lists, books, records, files, computer programs and information (including software, discs, tapes, codes and print-outs), trademarks, tradenames, licenses, tax refunds, telephone numbers and listings, claims, contracts, agreements, insurance agreements and proceeds, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired, and all proceeds thereof.

This Financing Statement does not cover alcoholic beverages, or accounts receivable or other revenues derived solely and exclusively from the sale thereof, or fixtures or equipment used solely and exclusively in connection with such sale, or any licenses or permits authorizing such sale.

S-105 (2/87)

Exhibit "A"

ASSIGNMENT OF SECURITY INTERESTS

FOR valuable consideration, the receipt whereof is hereby acknowledged, Loewy Drug Company, a company duly organized and existing under the laws of the State of Maryland ("Loewy"), does hereby sell, assign, endorse and transfer to McKesson Corporation, a company duly organized and existing under the laws of the State of Maryland ("McKesson"), all its right, title and interest in and to the attached Security Agreement(s), all outstanding security agreements, the note(s) therein described and all the property and collateral covered thereby, and hereby authorizes McKesson to do every act and thing necessary to collect and discharge same.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of March 31, 1989.

LOEWY DRUG COMPANY

Date: _____

By: *Amy A. Miller*

McKESSON CORPORATION

Date: _____

By: *[Signature]*

543 PAGE 254

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)

Empire Professional Pharmacy,
Inc.
Suite 107, 200 Hospital Drive
Glen Burnie, MD 21061

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

Loewy Drug Company, Inc.
6801 Quad Avenue
Baltimore, MD 21237

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 12.00
POSTAGE .50
GK
H. ERLE SCHAFER
JUL 20 1982

4. This statement refers to original Financing Statement bearing File No. 243395

Filed with Anne Arundel County Date Filed July 20 19 82

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

10. The new secured party is McKesson Corporation, 6801 Quad Avenue, Baltimore, Maryland 21237, the interest of Loewy Drug Company, Inc. having been assigned to McKesson Corporation covering the collateral identified on Exhibit "A" attached hereto and made a part hereof.

No. of additional Sheets presented:

LOEWY DRUG COMPANY, INC.

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

10750

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT INFORMATION

Debtor:

Secured Party:

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

Equipment and Fixtures — All of Debtor's equipment and fixtures, including but not limited to all machinery, furniture, furnishings, cabinets, refrigerators, cash registers, computer equipment and accessories, floor, wall and counter fixtures, display counters and partitions, and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including insurance claim proceeds.

Inventory — All of Debtor's inventory, including but not limited to all items of stock in trade, drugs, pharmaceuticals, patent medicines, medical equipment (including without limitation orthopedic appliances, wheelchairs, beds and other health care furniture and apparatus), toiletries, novelties, toys, stationery and all other products and goods held for sale or lease, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including returned and repossessed items and insurance claim proceeds, and all documents covering inventory.

Accounts, Chattel Paper and General Intangibles — All of Debtor's accounts, contract rights and chattel paper ("Accounts Receivable"), presently existing and hereafter arising, including but not limited to all sums due from third party reimbursement companies, agencies or governmental departments, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Accounts Receivable, and the proceeds thereof; and all of Debtor's general intangibles, of whatsoever kind or nature, including but not limited to prescription files, customer lists, books, records, files, computer programs and information (including software, discs, tapes, codes and print-outs), trademarks, tradenames, licenses, tax refunds, telephone numbers and listings, claims, contracts, agreements, insurance agreements and proceeds, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired, and all proceeds thereof.

This Financing Statement does not cover alcoholic beverages, or accounts receivable or other revenues derived solely and exclusively from the sale thereof, or fixtures or equipment used solely and exclusively in connection with such sale, or any licenses or permits authorizing such sale.

S-105 (2/87)

Exhibit "A"

ASSIGNMENT OF SECURITY INTERESTS

FOR valuable consideration, the receipt whereof is hereby acknowledged, Loewy Drug Company, a company duly organized and existing under the laws of the State of Maryland ("Loewy"), does hereby sell, assign, endorse and transfer to McKesson Corporation, a company duly organized and existing under the laws of the State of Maryland ("McKesson"), all its right, title and interest in and to the attached Security Agreement(s), all outstanding security agreements, the note(s) therein described and all the property and collateral covered thereby, and hereby authorizes McKesson to do every act and thing necessary to collect and discharge same.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of March 31, 1989.

LOEWY DRUG COMPANY

Date: _____

By: *Amy A. Miller*

McKESSON CORPORATION

Date: _____

By: *J. J. [Signature]*

543 257

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)

Colonial Apothecary, Inc.
4513 Mountain Road
Pasadena, MD 21122

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

Loewy Drug Company, Inc.
6801 Quad Avenue
Baltimore, MD 21237

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 12.00
POSTAGE .50
CK
SEP 13 1985
N. FREE SCHWER

4. This statement refers to original Financing Statement bearing File No. 258462

Filed with Anne Arundel County Date Filed September 13 19 85

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

10. The new secured party is McKesson Corporation, 6801 Quad Avenue, Baltimore, Maryland 21237, the interest of Loewy Drug Company, Inc. having been assigned to McKesson Corporation covering the collateral identified on Exhibit "A" attached hereto and made a part hereof.

No. of additional Sheets presented:

LOEWY DRUG COMPANY, INC.

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

12.50

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT INFORMATION

Debtor:

Secured Party:

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

Equipment and Fixtures — All of Debtor's equipment and fixtures, including but not limited to all machinery, furniture, furnishings, cabinets, refrigerators, cash registers, computer equipment and accessories, floor, wall and counter fixtures, display counters and partitions, and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including insurance claim proceeds.

Inventory — All of Debtor's inventory, including but not limited to all items of stock in trade, drugs, pharmaceuticals, patent medicines, medical equipment (including without limitation orthopedic appliances, wheelchairs, beds and other health care furniture and apparatus), toiletries, novelties, toys, stationery and all other products and goods held for sale or lease, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including returned and repossessed items and insurance claim proceeds, and all documents covering inventory.

Accounts, Chattel Paper and General Intangibles — All of Debtor's accounts, contract rights and chattel paper ("Accounts Receivable"), presently existing and hereafter arising, including but not limited to all sums due from third party reimbursement companies, agencies or governmental departments, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Accounts Receivable, and the proceeds thereof; and all of Debtor's general intangibles, of whatsoever kind or nature, including but not limited to prescription files, customer lists, books, records, files, computer programs and information (including software, discs, tapes, codes and print-outs), trademarks, tradenames, licenses, tax refunds, telephone numbers and listings, claims, contracts, agreements, insurance agreements and proceeds, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired, and all proceeds thereof.

This Financing Statement does not cover alcoholic beverages, or accounts receivable or other revenues derived solely and exclusively from the sale thereof, or fixtures or equipment used solely and exclusively in connection with such sale, or any licenses or permits authorizing such sale.

S-105 (2/87)

Exhibit "A"

ASSIGNMENT OF SECURITY INTERESTS

FOR valuable consideration, the receipt whereof is hereby acknowledged, Loewy Drug Company, a company duly organized and existing under the laws of the State of Maryland ("Loewy"), does hereby sell, assign, endorse and transfer to McKesson Corporation, a company duly organized and existing under the laws of the State of Maryland ("McKesson"), all its right, title and interest in and to the attached Security Agreement(s), all outstanding security agreements, the note(s) therein described and all the property and collateral covered thereby, and hereby authorizes McKesson to do every act and thing necessary to collect and discharge same.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of March 31, 1989.

LOEWY DRUG COMPANY

Date: _____

By: *Amy A. Miller*

McKESSON CORPORATION

Date: _____

By: *J. J. [Signature]*

543 260

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)
Arundel Drugs, Inc.
t/a Medicine Shoppe
5507 A Ritchie Hwy.
Brooklyn Park, MD 21225

2. Secured Party(ies) and address(es)
Loewy Drug Company, Inc.
6801 Quad Avenue
Baltimore, MD 21237

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

4. This statement refers to original Financing Statement bearing File No. 255619
Filed with Anne Arundel County Date Filed February 21 19 85

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

10. The new secured party is McKesson Corporation, 6801 Quad Avenue, Baltimore, Maryland 21237, the interest of Loewy Drug Company, Inc. having been assigned to McKesson Corporation covering the collateral identified on Exhibit "A" attached hereto and made a part hereof.

No. of additional Sheets presented:

LOEWY DRUG COMPANY, INC.

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

128

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT INFORMATION

Debtor:

Secured Party:

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

Equipment and Fixtures — All of Debtor's equipment and fixtures, including but not limited to all machinery, furniture, furnishings, cabinets, refrigerators, cash registers, computer equipment and accessories, floor, wall and counter fixtures, display counters and partitions, and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including insurance claim proceeds.

Inventory — All of Debtor's inventory, including but not limited to all items of stock in trade, drugs, pharmaceuticals, patent medicines, medical equipment (including without limitation orthopedic appliances, wheelchairs, beds and other health care furniture and apparatus), toiletries, novelties, toys, stationery and all other products and goods held for sale or lease, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including returned and repossessed items and insurance claim proceeds, and all documents covering inventory.

Accounts, Chattel Paper and General Intangibles — All of Debtor's accounts, contract rights and chattel paper ("Accounts Receivable"), presently existing and hereafter arising, including but not limited to all sums due from third party reimbursement companies, agencies or governmental departments, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Accounts Receivable, and the proceeds thereof; and all of Debtor's general intangibles, of whatsoever kind or nature, including but not limited to prescription files, customer lists, books, records, files, computer programs and information (including software, discs, tapes, codes and print-outs), trademarks, tradenames, licenses, tax refunds, telephone numbers and listings, claims, contracts, agreements, insurance agreements and proceeds, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired, and all proceeds thereof.

This Financing Statement does not cover alcoholic beverages, or accounts receivable or other revenues derived solely and exclusively from the sale thereof, or fixtures or equipment used solely and exclusively in connection with such sale, or any licenses or permits authorizing such sale.

S-105 (2/87)

Exhibit "A"

ASSIGNMENT OF SECURITY INTERESTS

FOR valuable consideration, the receipt whereof is hereby acknowledged, Loewy Drug Company, a company duly organized and existing under the laws of the State of Maryland ("Loewy"), does hereby sell, assign, endorse and transfer to McKesson Corporation, a company duly organized and existing under the laws of the State of Maryland ("McKesson"), all its right, title and interest in and to the attached Security Agreement(s), all outstanding security agreements, the note(s) therein described and all the property and collateral covered thereby, and hereby authorizes McKesson to do every act and thing necessary to collect and discharge same.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of March 31, 1989.

LOEWY DRUG COMPANY

Date: _____

By: *Amy C. Miller*

McKESSON CORPORATION

Date: _____

By: *J. J. [Signature]*

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

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

Maturity date (if any)

| <u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First) | <u>No.</u> | <u>Street</u> | <u>City</u> | <u>State</u> |
|-----------------------------------------------------------------|------------|-------------------------------------------|----------------|--------------|
| Naing, Richard W. c/o RWN Development Group | | 1555 Connecticut Avenue, N.E., Suite 400, | Washington, DC | 20036 |

| <u>Name of Secured Party or assignee</u> | <u>No.</u> | <u>Street</u> | <u>City</u> | <u>State</u> |
|------------------------------------------|------------|------------------------------------------|-------------|--------------|
| Laing Properties, Inc. | | 5780 Peachtree Dunwoody Road, Suite 500, | Atlanta, GA | 30342 |

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

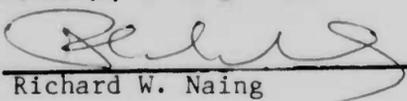
See Exhibit A attached hereto and made a part hereof.

RETURN TO: Edward A. Bloom, Esq.
Adams, McCullough & Beard
2000 M Street
Washington, D.C. 20036

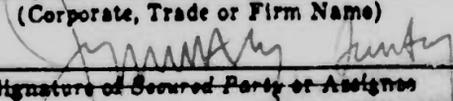
(If affixed to realty—state value of each article)

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~~ 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 ~~\$8,000,000.00~~

Debtor(s) or assignor(s)

 Richard W. Naing

 (Type or print name under signature)

Secured Party
 Laing Properties, Inc. (Seal)
 (Corporate, Trade or Firm Name)
 By: 

 Signature of Secured Party or Assignee
 [CORPORATE SEAL]

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

RECORD FEE 11.00
 JUSTICE 3.00
 WASHINGTON COUNTY 12.00
 STATE 1.00
 W. BLOOM, ESQ.
 2000 M STREET
 WASHINGTON, D.C. 20036

543 264

EXHIBIT A

UCC-1 Financing Statement

Debtor: Richard W. Naing

Secured Party: Laing Properties, Inc.

Debtor hereby grants a security interest to the Secured Party in the following collateral: all rights in and to any and all distributions from 2401 Pennsylvania Avenue Associates Limited Partnership, a District of Columbia limited partnership (the "Partnership") made or becoming due to the Debtor upon and after the date hereof, whether liquidating or nonliquidating, and whether made in money or other property; all other amounts now or hereafter paid to the Debtor under any and all documents, whether made in money or other property; and all of Debtor's rights to any funds or other property which may become distributable to the Debtor from the Partnership and any sums which may be payable in the future to the Debtor or any of its affiliates.

277931

543 265

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

Naing, Richard W.
c/o RWN Development Group

1555 Connecticut Avenue, N.E., Suite 400, Washington, DC
20036

Name of Secured Party or assignee

No.

Street

City

State

Laing Properties, Inc.

5780 Peachtree Dunwoody Road, Suite 500, Atlanta, GA 30342

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 made a part hereof.

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

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

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

4. Proceeds of collateral are also covered: Products of collateral are also covered:

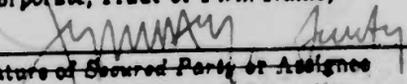
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is is not~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is ~~\$5x,000x,000x00x~~

Debtor(s) or assignor(s)

Secured Party


Richard W. Naing

Laing Properties, Inc. (Seal)
(Corporate, Trade or Firm Name)

By: 
Signature of Secured Party or Assignee
[CORPORATE SEAL]

(Type or print name under signature)

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

Edward A. Bloom, Esq.
Adams, McCullough & Beard
2000 M Street, NW
Washington, DC 20036

RETURN TO:

25
RECORDED 11:00
INDEXED 1:30
MAY 13 1987
FBI FILE NUMBER
155-10000-1000

EXHIBIT A

543 266

UCC-1 Financing Statement

Debtor: Richard W. Naing

Secured Party: Laing Properties, Inc.

Debtor hereby grants a security interest to the Secured Party in the following collateral: all rights in and to any and all distributions from 2401 Pennsylvania Avenue Associates Limited Partnership, a District of Columbia limited partnership (the "Partnership") made or becoming due to the Debtor upon and after the date hereof, whether liquidating or nonliquidating, and whether made in money or other property; all other amounts now or hereafter paid to the Debtor under any and all documents, whether made in money or other property; and all of Debtor's rights to any funds or other property which may become distributable to the Debtor from the Partnership and any sums which may be payable in the future to the Debtor or any of its affiliates.

543 267

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) MBA Container Corporation 135 Roesler Road Glen Burnie, Maryland 21061 #2032 | 2. Secured Party(ies) and address(es) USX Credit Corporation 600 Grant Street Pittsburgh, PA. 15219-4776 (as Assignee) | 3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) FILING FEE 15.00 POSTAGE 2.50 RECEIVED BY THE FILING OFFICE FEBRUARY 3 1987 ANNE ARUNDEL COUNTY MD. |
| 4. This statement refers to original Financing Statement bearing File No. <u>265788</u> Filed with <u>Anne Arundel Cty, MD.</u> Date Filed <u>February 3,</u> 19 <u>87</u> | | |

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

10. Assigned to: Phoenixcor, 65 Water Street, South Norwalk, Connecticut 06854
 Equipment: One (1) Curioni Box Machine 38" x 86" Flexo, S/N 7199/220/77; One (1) Curioni Box Machine, 50" x 120" Flexo, S/N 037/310/86; One (1) Flynn & Emrich Press, 50" x 114", S/N PB521; all equipment listed above complete with any and all attachments, accessions, additions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom.

No. of additional Sheets presented:

USX Credit Corporation

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

By: Dale L. Hamer
Signature(s) of Secured Party(ies)
DALE L. HAMER VP

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

PARTIES

Debtor name (last name first if individual) and mailing address:
 LANG DENNIS W.
 HOLIDAY MOBILE EST., LOT C81
 JESSUP MD 20794 1

Debtor name (last name first if individual) and mailing address:
 POE JUDITH M.
 HOLIDAY MOBILE EST., LOT C81
 JESSUP MD 20794 1a

Debtor name (last name first if individual) and mailing address:

 _____ 1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
 MOBILE HOME ASSOCIATES
 CLARK ROAD
 JESSUP, MD 20194 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
 GREEN TREE ACCEPTANCE INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE, VA 22192 2a

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility. 3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

a. acquired after a change of name, identity or corporate structure of the Debtor.
 b. as to which the filing has lapsed.
 c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
 d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania
 when the Debtor's location was moved to Pennsylvania.
 e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):

MOBILE HOME ASSOCIATES

 By *Keith M. [Signature]* 4

FINANCING STATEMENT
 Uniform Commercial Code Form UCC-1
 IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): _____ Date, Time, Filing Office (stamped by filing officer): _____

543 PAGE 268 5

This **Financing Statement Change** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth. County: _____
 Prothonotary of _____ County: _____
 real estate records of _____ 6

Number of Additional Sheets (if any) 7

Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:

1988 COMMODORE 14 X 60
 SERIAL # AM23613A 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered. 9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

a. crops growing or to be grown on -
 b. goods which are or are to become fixtures on -
 c. minerals or the like (including oil and gas) as extracted on -
 d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:
 Street Address: _____
 Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
 for _____ County Uniform Parcel Identifier _____
 Described on Additional Sheet
 Name of record owner (required only if no Debtor has an interest of record): _____ 10

DEBTOR SIGNATURE(S)

Debtor Signature(s):
 LANG DENNIS W. *Dennis W. Lang*
 POE JUDITH M. *Judith M. Poe* 11

1b

RETURN RECEIPT TO:
 GREEN TREE ACCEPTANCE INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE, VA 22192 12

PARTIES

Debtor name (last name first if individual) and mailing address:
BAXTER III ARTHUR H.
LYONS CREEK MHP LOT #223
LOTHIAN MD 20711

Debtor name (last name first if individual) and mailing address:
LYONS CREEK MHP LOT #223
LOTHIAN MD 20711

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
CHESAPEAKE MH OF LAUREL, MD
10039 N. SECOND AVENUE
LAUREL, MD 20707

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

Special Types of Parties (check if applicable).
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement)

Secured Party Signature(s)
(required only if box(es) is checked above):

CHESAPEAKE MH OF LAUREL, MD

Sara Kappelke - agent

STANDARD FORM - FORM UCC-1 (1-1-89)
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

277804

DJ

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth.
 Prothonotary of _____ County
 real estate records of _____ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type.

1989 HOLLY PARK FORESTPARK 14 X 72
SERIAL # 22677 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
OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT
DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS
DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW
EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
- h. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

BAXTER III ARTHUR H.

Arthur H. Baxter III

1a

1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

FILING OFFICE ORIGINAL
NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registré, Inc.
314 PIERCE ST.
P.O. BOX 218
ANOKA, MN, 55303
(612) 421-1713

BOOK 543 PAGE 270

277835

FINANCING STATEMENT FORM UCC-1

Identifying File No. 76370

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 11,750.00

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

MARK LANG, INC.

Name

Address 436 Obrecht Rd., Millersville, MD 21108

2. SECURED PARTY

FIRST INTERSTATE CREDIT ALLIANCE, INC.

Name

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)

"All Goods, Chattels, Machinery, Equipment, Inventory, Accounts, Chattel Paper, Notes, Contract Rights, Receivables, Accounts Receivables, 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 Being Submitted for Filing as a Financing Statement.

EQUIPMENT COST: \$11,750.00

TAX: \$ 84.00

ANNE ARUNDEL COUNTY

RECORDED FEE 13.00
RECORD TAX 84.00
POSTAGE .50
M. ELLI SCHIFFER
AR CO, STREET COURT

CHECK THE LINES WHICH APPLY

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

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

MARK LANG, 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

13
84 50



FIRST INTERSTATE CREDIT ALLIANCE, INC. (the "LESSOR")

Affiliate of First Interstate Bancorp

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021

Telephone: (212) 421-3600
914-365-1188

LEASE NO. **6-672**
741 76370-7

190 Dutch Hill Rd., Suite 124, Orangeburg, N.Y. 10962
FULL LEGAL NAME AND ADDRESS OF "LESSEE"

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

Mark Lang, Inc.
436 Obrecht Rd.
Millersville, MD 21108

543 RE271

Comprehensive Equipment Corp.
P.O. Box 1288
10714 York Rd.
Cockeysville, MD 21030

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.

| QUANTITY | DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION. |
|-------------------|-----------------------------------------------------------|
| EQUIPMENT LEASING | 1 Halliburton Jet Soil Mixer |

(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 |
| \$ 403.14 (PLUS SALES TAX, IF APPLICABLE) | 36 | \$ (PLUS SALES TAX IF APPLICABLE) | 36 MONTHS | \$ 403.14 (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, 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: 6/28/89
LESSOR:

DATE EXECUTED BY LESSEE: _____
LESSEE: Mark Lang, Inc.

 **FIRST INTERSTATE CREDIT ALLIANCE, INC.**
BY: John Karsoff VICE PRESIDENT

FULL LEGAL NAME
BY: Donald S. Russell, Sr. TITLE

AUTHORIZED SIGNATURE
BY: _____ 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 being 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 the 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, properly, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided, or if Lessee fails to perform any other provision hereof within (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, (any one or more of the foregoing being a default hereunder) then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of the then Fair Value of the equipment and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment, or (ii) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment), or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the then Fair Value of the equipment). Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum). (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder plus said reasonable attorneys' fees. (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof be mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof be mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Lessor, being a lessor of equipment and in light of Lessee's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but may sell its interest therein on an "as-is", "where-is" basis. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE, LESSOR OR ANY PERSON CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH OR UNDER THEM.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. **Apart 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.

Stuart B. Glover (L.S.) _____ (L.S.)
(Guarantor) (Guarantor)

_____ (L.S.) _____ (L.S.)
(Guarantor) (Guarantor)

543-272
217334
CFC
1001
CHS

543 273

277596

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

SHARPSBURG HOUSING LIMITED PARTNERSHIP
7223 Parkway Drive
Hanover, Maryland 21076

DJ
RECORD FEE 12.00
POSTAGE .30
SEARCH FEE 10.00
TOTAL 22.30
M. TYLE SHAWER
MAY 15 1989

2. NAME AND ADDRESS OF SECURED PARTY:

RACE & HANOVER VI LIMITED PARTNERSHIP
P.O. Box 8754
Baltimore, Maryland 21240

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in a certain contract dated November 28, 1988, between Debtor and Hristos K. Kanelakis and Christine Kanelakis.

4. Proceeds and products of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax.

6. RETURN TO: Christopher R. West, Esquire
Weinberg and Green
100 South Charles Street
Baltimore, Maryland 21201

DEBTOR:

SHARPSBURG HOUSING LIMITED PARTNERSHIP

By: MINSHALL CAPITAL CORPORATION,
General Partner

By: Werner Minshall
Werner Minshall, President

June 20, 1989

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MARYLAND FINANCING STATEMENT

277837

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

543 274

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

1. LESSEE Peter Straaten, Inc. (Name or Names) 1411 B Forest Drive - Annapolis, Maryland 21403 (Address) CFSL 3478'

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 Rd (Name or Names) Baltimore, Maryland 21234 (Address)

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

(1) Toshiba BD-4121

35 RECEIVED 11.00 FEE 1.50 10/21/89

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

LESSEE Peter Straaten, Inc. By: Peter F. Straaten Pres. (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

7750

277898

MARYLAND FINANCING STATEMENT

543 PAGE 275

(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 American Screen & Poster, Inc. (Name or Names) 150 Q Blades Lane, Glen Burnie, MD. 21061 (Address) CFSL 3475

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 (Name or Names) 2001 E. Joppa Road Baltimore, Md. 21234 (Address)

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

(1) Toshiba 4121 Copier

DJ RECEIVED 11:00 POSTAGE .50 BALTIMORE, MD 21234 07/20/88

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

LESSEE American Screen & Poster, Inc.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Cheryl G. Dwyer Pres. (Title) Cheryl G. Dwyer Pres.

By: Brian G. Connelly Manager (Title) Brian G. Connelly

(Type or print name of person signing)

(Type or print name of person signing)

By: (Title)

Return to:

(Type or print name of person signing)

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

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FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

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

Maturity date (if any)

| | | | | |
|-----------------------------------------------------------------|------------|---------------|-------------|--------------|
| <u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First) | <u>No.</u> | <u>Street</u> | <u>City</u> | <u>State</u> |
|-----------------------------------------------------------------|------------|---------------|-------------|--------------|

| | | | | |
|----------------------------------------------|------------------|---------------|--|--|
| American Security Storage of Annapolis, Inc. | 11 Hudson Street | Annapolis, MD | | |
|----------------------------------------------|------------------|---------------|--|--|

| | | | | |
|------------------------------------------|-------------------------|---------------|-------------|--------------|
| <u>Name of Secured Party or assignee</u> | <u>No.</u> | <u>Street</u> | <u>City</u> | <u>State</u> |
| Signet Bank/ MD | 3 Bethesda Metro Center | Bethesda, MD | | |

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 attached Schedule A)

AFTER RECORDATION, PLEASE

RETURN TO:
SIGNET BANK/MARYLAND
P. O. BOX 17063
BALTIMORE, MD. 21203
ATTN: RENEE WICK

DJ

RETURN TO

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

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is 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 \$34,482.76

Debtor(s) or assignor(s)

American Security Storage of _____ (Seal)

Annapolis, Inc.

James A. Day 6/8/89
(Type or print name under signature)

James A. Day, President

(Corporate, Trade or Firm Name)
John Henry
Signature of Secured Party or Assignee
Senior Vice President

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

RECEIVED

JUN 16 1989

1700
24150
10

Schedule A

(1) Receivables and Inventory Collateral. All of the debtor's present and future: (a) accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales 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, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing (collectively "Receivables") and (b) 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 progress, and materials used or consumed or to be used or consumed in the Debtor's business; and all increases, substitutions, replacements and additions to any of the foregoing, of every type, including cash and non-cash proceeds and returned and/or repossessed inventory.

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



AMERICAN SECURITY STORAGE OF ANNAPOLIS, INC.
RECORDATION TAX CERTIFICATE

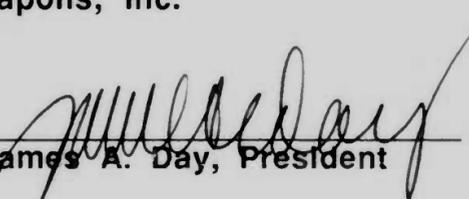
I hereby certify as follows:

1. This Certificate is delivered in connection with the Business Loan Security Agreement dated June 13th, 1989, and related documents (collectively, the **Loan Agreement**), between American Security Storage of Annapolis, Inc. (the **Debtor**) and Signet Bank/Maryland (the **Secured Party**). All capitalized terms used in this Certificate that are not otherwise defined shall have the meanings assigned to them in the Loan Agreement.
2. I am James A. Day, President of the Debtor, and I am authorized to deliver this Certificate on behalf of the Debtor.
3. This Certificate is delivered pursuant to Section 12-105(a) of the Tax-Property Article of the Maryland Code, in order to determine the amount of Maryland Recordation Tax due upon the filing of certain UCC-1 Financing Statements against the Debtor in connection with certain financing facilities that have been made available to the Debtor by the Secured Party.
4. According to the books and records of the Debtor, the approximate value of the collateral in each jurisdiction as of this date is set forth on Exhibit A to this Certificate. The Recordation Tax calculations are made in accordance with those calculations.

I state under penalty of perjury that the information above is true and correct to the best of my knowledge, information and belief.

Dated: June 13, 1989

American Security Storage of
Annapolis, Inc.

By: 
James A. Day, President

**American Security Storage of Annapolis, Inc.
Recordation Tax Certificate**

BOOK 543 PAGE 279

Part I - Analysis of Maryland as a Whole

| | | | |
|---|--------------------------------------------------------|-----|----------------|
| A | Total Value of Collateral Subject to Security Interest | | \$1,450,000.00 |
| B | Value of Collateral Outside Maryland | | \$0.00 |
| C | Value of Collateral Inside Maryland | A-B | \$1,450,000.00 |
| D | Ratio of Maryland Collateral to All Collateral | C+A | 100.0000% |
| E | Total Amount of Secured Debt | | \$500,000.00 |
| F | Allocation of Secured Debt to Maryland | D*E | \$500,000.00 |

**Part II - Analysis of
Prince George's County, Maryland ("PG County")**

| | | | |
|---|-------------------------------------------------------|-----|--------------|
| G | Value of Collateral in PG County | | \$650,000.00 |
| H | Ratio of PG Collateral to all Maryland Collateral | G+C | 44.8276% |
| I | Total portion of Maryland Debt allocated to PG County | F*H | \$224,137.93 |
| J | Value of Nonexempt Collateral in PG County | | \$100,000.00 |
| K | Ratio of Nonexempt Collateral to all PG Collateral | J+G | 15.3846% |
| L | Taxable portion of debt allocated to PG County | K*I | \$34,482.76 |
| M | Taxable portion rounded up to nearest \$500 | | \$34,500.00 |
| N | Tax Rate in PG County per \$500 | | \$2.20 |
| N | Tax | | \$151.80 |

**Part III - Analysis of
Anne Arundel County Maryland ("AA")**

| | | | |
|---|----------------------------------------------------|-----|--------------|
| G | Value of Collateral in AA | | \$800,000.00 |
| H | Ratio of AA Collateral to all Maryland Collateral | G+C | 55.1724% |
| I | Total portion of Maryland Debt allocated to AA | F*H | \$275,862.07 |
| J | Value of Nonexempt Collateral in AA | | \$100,000.00 |
| K | Ratio of Nonexempt Collateral to all AA Collateral | J+G | 12.5000% |
| L | Taxable portion of debt allocated to AA | K*I | \$34,482.76 |
| M | Taxable portion rounded up to nearest \$500 | | \$34,500.00 |
| N | Tax Rate in AA per \$500 | | \$3.50 |
| N | Tax | | \$241.50 |

Part IV - Reconciliations

| | |
|---------------------------------------------------|-----------------|
| Recordation Tax payable in Prince George's County | \$151.80 |
| Recordation Tax payable in Anne Arundel County | \$241.50 |
| Total Recordation Tax | \$393.30 |

543 PAGE 280

277900

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 Contractors, Inc.

Address 1790 Severn Chapel Road, Millersville, Maryland 21108

2. SECURED PARTY

Name The Milton James Company

Address 8411 Pulaski Highway, Baltimore, Maryland 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 Loader | T0655BX | T06414 | 655B | 1989 |
| | | 754895 | T204144 | | |

DJ
RECORD FEE 11.00
POSTAGE .50
MILTON JAMES COMPANY
8411 PULASKI HWY
BALTIMORE, MD 21237
H. FILE DEPTER
IN CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

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

George M. King Contractors, Inc.

The Milton James Company

Robert F. Watson
(Signature of Debtor)

Brian N. Bankard Pres
(Signature of Secured Party)

Robert F. Watson, President
Type or Print Above Signature on Above Line

Brian N. Bankard, President
Type or Print Above Name on Above Line

1150

DW60

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

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

| | |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 1. DEBTOR(S) (LAST NAME, FIRST) ADDRESS(ES) Hopkins, Stephen, David 444 Bayland Rd Letham, Md 20711 | 2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit P.O. Box 36476 Richmond, Va. 23235 |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|

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

BOOK 507 PAGE 97

3. This statement refers to original Financing Statement No. 26550 Dated: Jan 9, 87

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

RECORD FEE 10.00
 POSTAGE .50
 #40643V 0777 HQ3 710454
 07/10/89
 CK H. ARLE HUNTER
 HA CO. CIRCUIT COURT

4. This transaction is exempt from the Recording Tax.

Filed with: AA County

Dated: June 27, 89, 1989

Ford Motor Credit
(NAME OF SECURED PARTY)
 By: M. Clarke

156

543 282

FINANCING STATEMENT-UCC-1

Ford Motor Credit Company 

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

| | | |
|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| 1. Debtor(s) (Last Name First) and Address(es) Drew S. Evans 1234 Main St Springfield, MO 65801 | 2. Secured Party(ies) and Address(es) Ford Motor Credit Co PO Box 651 McClintock, MO 64644 | 3. Maturity Date (if any): For Filing Officer (Date, Time, Number and Filing Office) DJ |
|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|

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

New Holland 326.3 Gal. Fuel # 712568 -

RECORDED FEE 11.00
 426370 0345 801 710418
 JUL 30 87
 SEARCHED FEE 10.00
 INDEXED FEE 1.00
 426370 0345 801 710418
 5150K210

Check if covered: Proceeds of Collateral Products of Collateral covered

Number of additional sheets presented:

Filed with:

This instrument prepared by:

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Dated: June 1, 1989 By: [Signature] (Secured Party)
 [Signature] (Signature of Secured Party or Assignee of Record - Not valid until signed)

FMCC JUL 79 7098

FILING OFFICER COPY - ACKNOWLEDGMENT

Previous editions may be used.

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 acknowledgment.

543 283

Ford Motor Credit Company 

FINANCING STATEMENT-UCC-1

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

3. Maturity Date (if any): DJ

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

DOUBLE S FARM
RT 1532 A/B Pomeroy Ridge
Rowe MD 20786

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

Ford Motor Credit Co.
11000 Old Orchard Road
Dearborn MI 48124

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

RECORD FEE 11.00
#25395 0345 R01 T10:41
JUL 30 87

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

- ① 1003 New Holland Role Wagon 1381 SN
- ① 489 New Holland Haybine 512574 SN

RECORD FEE 10.00
POSTAGE .50
#25395 0345 R01 T10:41
JUL 30 87

H. FILE STAMPER
24 00, 010001 CORT

519 228

Check if covered: Proceeds of Collateral Products of Collateral covered

Number of additional sheets presented: _____

Filed with: _____

This instrument prepared by: Anne Curran

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Dated: June 7, 1987

FMCC: **7098**
JUL 70

Previous editions may be used.

By: [Signature]

(Signature of Secured Party or Assignee of 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 acknowledgment.

TO BE FILED WITH
ANNE ARUNDEL COUNTY
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

277904

543 284

FINANCING STATEMENT

1. Name & Address of Debtor: Blynn O. Kuhstoss
Linda B. Kuhstoss
Route 2, Box 606-U-1
White Plains, MD 20695
2. Name & Address of Secured Party: Severn Savings Bank, FSB
1726 West Street
Annapolis, Maryland 21401

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

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 6557 Clagett Avenue, Dunkirk, Maryland 20754, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 6557 Clagett Avenue, Dunkirk, Maryland 20754, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

RECORD FEE 12.00
Section .50
#612210 0345 R01 T10:34

Debtor:

Secured Party:
Severn Savings Bank, FSB

07/10/89

Blynn O. Kuhstoss
Blynn O. Kuhstoss

By: [Signature]
Alan J. Hyatt

Linda B. Kuhstoss
Linda B. Kuhstoss

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EXHIBIT "A"

543 285

All that lot or parcel of ground, situate, lying and being in the Eighth Assessment District, Anne Arundel County, State of Maryland, and more particularly described as follows:

PARCEL NO. 1: BEING KNOWN AND DESIGNATED as Lot Numbered Seven (7), in Square Numbered Five (5) in the Subdivision known as "FAIR HAVEN, Section One", as per plat thereof recorded among the Land Records of Anne Arundel County in Plat Book 6, page 24, (formerly filed in Plat Book FSR No. 2, at folio 1.)

PARCEL NO. 2: BEGINNING for the same at a pipe set at the intersection of the southernmost line of Lot 7, in Block 5, Section 1 of Fair Haven Subdivision with the east side of Clagett Avenue, as shown on a plat of Fair Haven Subdivision recorded in Plat Book FSR No. 2, folio 1, one of the Plat Record books of Anne Arundel County, Maryland, said point of beginning being N. 86 degrees 00' West 136.86 feet from a pipe set at the intersection of said side of said lot with the West side of Owings Avenue; thence leaving Clagett Avenue, S. 28 degrees 00' W. 40.4 feet to a pipe; thence N. 74 degrees 20' W. 69.07 feet to a pipe and N. 89 degrees 49' West 75.85 feet to a pipe set on the east side of the State Road from Webbs Corner to Fair Haven P.O.; thence with said side of said road S. 16 degrees 35' W. 186.35 feet; thence leaving said road S. 58 degrees 06' E. 144.6 feet to the shore line of Herring Bay; thence with the shore line of said Bay N. 67 degrees 28' E. 177.6 feet to a pipe; thence N. 22 degrees 59' E. 209.9 feet to a pipe on a bank on the southernmost line of Owings Avenue; thence with the said line N. 86 degrees 00' W. 18 feet to a pipe, a corner boundary of Lot 7, Block 5, Section 1 of Fair Haven Subdivision; thence leaving Owings Avenue and with the southernmost line of said Lot 7, N. 86 degrees 00' W. 136.86 feet to the point of beginning. Containing 1.48 acres, more or less, according to a survey and plat of same by Edward Hall, Jr., County Surveyor in July, 1935.

SAVING AND EXCEPTING THEREFROM, HOWEVER, so much of said property as was conveyed by LAURA C. RAY, widow to JOHN H. HISER and CHARLOTTE HISER, his wife, by deed dated July 22, 1949 and recorded among the Land Records of Anne Arundel County in Liber 533, at folio 300. CONTAINING 1.01 acres, more or less

RESERVING, HOWEVER to the Grantors herein, their heirs and assigns and to owners of property in Fair Haven Subdivision and of Fair Haven farm and their heirs and assigns, a strip of land 20 feet in width for ingress and egress to the shore of Herring Bay, as more fully described and shown on a Plat recorded among the Land Records of Anne Arundel County in Liber 3859, folio 556.

SECURITY AGREEMENT AND FINANCING STATEMENT
(Uniform Commercial Code - Secured Transaction)

June 21, 1988

The underlying secured transaction being publicized by this Security Agreement and Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax Property Article of the Annotated Code of Maryland, as amended.

Debtor:

Foxton Investments, Limited,
an Isle of Man corporation
qualified to do business in
the State of Maryland

Address:

c/o Extra/USA
4400 MacArthur Boulevard
Suite 101
Washington, D.C. 20007

Secured Party:

THE NATIONAL BANK OF WASHINGTON,
a national banking association

4140 Connecticut Avenue, N.W.
Washington, D.C. 20014

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 for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Promissory Note of even date herewith in the amount of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) 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 of even date herewith made by Debtor, as Grantor, to Howard L. Dymond and Constance Britt, 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 in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness which shall continue beyond all applicable notice and cure periods provided therein, 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

172

Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the 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;

(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;

(c) All earnings, revenues, rents, issues, profits, avails, and other income of and from the Premises and the aforesaid collateral, including, but not limited to, all accounts receivable in respect of any and all leases or contracts of sale executed by the Debtor for the Premises, or any part or parcel thereof, whether said accounts receivable are currently in existence or are hereafter created, together with all of the proceeds thereof; and

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

4. This Security Agreement and Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of all or any portion of the Premises if such tenants have the right to remove the same at or before the expiration of the 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:

DEBTOR:

FOXTON INVESTMENTS, LIMITED,
an Isle of Man corporation
qualified to do business in
the State of Maryland

By: _____

[Handwritten Signature]

authorized signatory

[CORPORATE SEAL]

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

After Recording,
please return to:
C. Lawrence Wiser
10605 Concord St., Suite 400
Kensington, Maryland 20895

Lots 1, 2, 3, 5, 6, 7, 11, and 12 in a subdivision known as "The Village" as per plat thereof recorded in Plat Book 112 at plat 7 among the Land Records of Anne Arundel County, Maryland.

Exhibit "A"

(Property Description)

277903

TO BE FILED AND RECORDED IN:

Financing Statement Records of Anne Arundel County
State Department of Assessments and Taxation

DATED: June 28, 1989

FINANCING STATEMENT

| | |
|----------------------------|--------------------------------------------------------|
| 1. <u>Debtor</u> | <u>Address of Debtor</u> |
| PASADENA PROSTHETICS, INC. | 403 Headquarters Drive Millersville, Maryland 21108 |

| | |
|--------------------------|--------------------------------------------------|
| 2. <u>Secured Party:</u> | <u>Address of Secured Party:</u> |
| DONALD E. WARRENER | 19865 Old York Road Whitehall, Maryland 21161 |

DJ

SEARCHED
SERIALIZED
INDEXED
FILED

JUN 29 1989
FBI - BALTIMORE

3. This Financing Statement covers all specific items of the Debtor set forth on Exhibit "A" attached hereto and made a part hereof.

4. The aforesaid items are included as security for a Note of even date herewith given by Debtor to Donald E. Warrener securing an indebtedness owed by Debtor to Donald E. Warrener in the original principal amount of Fifty Thousand Dollars (\$50,000.00).

5. Proceeds and Products of the above collateral are covered hereunder.

6. The above described goods, property, interests and rights are presently located at No. 403 Headquarters Drive, Millersville, Maryland 21108.

DEBTOR

SECURED PARTY

PASADENA PROSTHETICS, INC.

BY: *Edward J. Kasper*
Edward J. Kasper
President

Donald E. Warrener
Donald E. Warrener

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to: Jerry S. Sopher, P.A., 913 S. Charles Street, Baltimore, Maryland 21230, Attention: Jerry S. Sopher, Esquire.

JSS:av/2081V
L-11,344 JSS

*115
350
50*

EXHIBIT "A"

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; gold supplies; raw materials; dental, brace and bridge 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 403 Headquarters Drive, Millersville, Maryland, 21108, and known as Padadena Prosthetics, Inc.

JSS:av/2079V

TO BE FILED AND RECORDED IN:

Financing Statement Records of Anne Arundel County
State Department of Assessments and Taxation

DATED: June 28, 1989

FINANCING STATEMENT

- | | |
|----------------------------|--------------------------------------------------------|
| 1. <u>Debtor</u> | <u>Address of Debtor</u> |
| PASADENA PROSTHETICS, INC. | 403 Headquarters Drive Millersville, Maryland 21108 |
| 2. <u>Secured Party:</u> | <u>Address of Secured Party:</u> |
| DONALD E. WARRENER | 19865 Old York Road Whitehall, Maryland 21161 |

DJ

RECORD FEE 11.00
 RECORD TAX 11.00
 POSTAGE .50
 TOTAL 22.50

3. This Financing Statement covers all specific items of the Debtor set forth on Exhibit "A" attached hereto and made a part hereof.
4. The aforesaid items are included as security for a Note of even date herewith given by Debtor to Donald E. Warrener securing an indebtedness owed by Debtor to Donald E. Warrener in the original principal amount of One Hundred Thousand Dollars (\$100,000.00).
5. Proceeds and Products of the above collateral are covered hereunder.
6. The above described goods, property, interests and rights are presently located at No. 403 Headquarters Drive, Millersville, Maryland 21108.

DEBTOR

SECURED PARTY

PASADENA PROSTHETICS, INC.

BY: Edward J. Kasper
 Edward J. Kasper
 President

Donald E. Warrener
 Donald E. Warrener

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to: Jerry S. Sopher, P.A., 913 S. Charles Street, Baltimore, Maryland 21230, Attention: Jerry S. Sopher, Esquire.

JSS:av/2080V
L-11,344 JSS

700
50

EXHIBIT "A"

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; gold supplies; raw materials; dental, brace and bridge 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 403 Headquarters Drive, Millersville, Maryland, 21108, and known as Padadena Prosthetics, Inc.

JSS:av/2079V

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 277910

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Glen Burnie Hauling, Inc.
Address 1760 West Dr. Pasadena, MD 21122

2. SECURED PARTY

Name M.W. Gunther, Inc.
Address 1764 West Dr. Pasadena, MD 21122

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

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)
Glen Burnie Hauling, Inc.

Michael Gunther, V.P.
(Signature of Debtor)

Michael Gunther, V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

M.W. Gunther, Inc.

Michael Gunther (Pres)
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1730

FIRST INTERSTATE CREDIT ALLIANCE, INC.

543 295

CONDITIONAL SALE CONTRACT NOTE

TO: M.W. Gunther, Inc.

("Seller")

FROM: Glen Burnie Hauling, Inc.

("Buyer")

1764 West Dr. Pasadena, MD 21122

(Address of Seller)

1760 West Dr. Pasadena, MD 21122

(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) 1982 Volvo Model F750 Cab & Chassis,
S/N F74X2007732 w/25 yard Leach
Packer**

| | |
|---------------------------------------------------------------|--------------|
| (1) TIME SALES PRICE | \$ 30,584.96 |
| (2) Less DOWN PAYMENT In Cash | \$ 5,000.00 |
| (3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) | \$ -0- |
| (4) CONTRACT PRICE (Time Balance) | \$ 25,584.96 |

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:

1760 West Dr.
(Street and Number)

Pasadena
(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 Twenty five thousand five hundred eighty four and 96/100 Dollars (\$ 25,584.96) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 6th day of August, 19 89, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 1,066.04 and the final installment being in the amount of \$ 1,066.04 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: July 5, 19 89

BUYER(S)-MAKER(S):

Accepted: M.W. Gunther, Inc.

(Print Name of Seller Here)

(SEAL)

Glen Burnie Hauling, Inc.

(Print Name of Buyer-Maker Here)

(SEAL)

By: _____

[Signature] (Press)

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

By: _____

[Signature]

Co-Buyer-Maker:

(Print Name of Co-Buyer-Maker Here)

(SEAL)

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

(Witness)

ASSIGNMENT

Doc 543 p. 297

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 July 5, 1989

between M.W. Gunther, Inc. as Seller/Lessor Mortgagee and Glen Burnie Hauling, Inc. 1760 West Dr. Pasadena, MD 21122

(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind 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 \$ 25,584.96

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 5th day of July, 19 89

M.W. Gunther, Inc. (Seal)

(Seller/Lessor Mortgagee)

By: [Signature] (Pres)

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

FICA-L 5A

NO 543 FILE 298

277911

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)

BANEY BENJAMIN F.
6900 GLENRDG CIR B2
GLEN BURNIE MD 21061
579 01 8643aa

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

JOHN DEERE COMPANY
P.O. BOX 65090
W. DES MOINES, IA 50265

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

DJ
RECORD FEE 11.00
POSTAGE .50
MORTGAGE SETTING FIDELITY 210455
01/01/89
H. ERLE REFER
IN CO. CIRCUIT COURT

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

1 used international harv. 444 tractor serial number 006133 with
1 used tiller
REGARDING UCC-1 FINANCING STATEMENT FILED WITH PRINCE WILLIAM VA
ON 30dec87 FILE NUMBER 0 book 6 page 912.
DEBTOR HAS MOVED TO THE ABOVE DESCRIBED ADDRESS AND THIS
NOW NEEDS TO BE FILED WITH ANNE ARUNDEL COUNTY MD.
THIS STATEMENT IS BEING FILED WITHOUT THE DEBTOR'S
SIGNATURE TO PERFECT A SECURITY INTEREST IN COLLATERAL
ALREADY SUBJECT TO A SECURITY INTEREST IN THE ABOVE
DESCRIBED JURISDICTION

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

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

Filed with

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

Anne Arundel

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

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

By: _____

Signature(s) of Debtor(s)

By: _____

Signature(s) of Secured Party(ies)

JOHN DEERE COMPANY

(1) Filing Officer Copy - Alphabetical

11/30 STANDARD FORM - FORM UCC-1.

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

1 Debtor(s) (Last Name First) and Address(es)
Parkway Texaco & Food Mart
2631 Old Annapolis Rd.
Hanover, Md. 21076

No. of Additional Sheets Presented **1**

2 Secured Party(ies) Name(s) and Address(es)
Fiermonti, Inc.
507 Penn Ayr Rd.
Camp Hill, Pa. 17011

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

RECORD FEE 10.00
CK
SEARCHED
SERIALIZED

5. This statement refers to original Financing Statement No. **11ber-494 pg.-549** filed (date) **2/13/86** with **Circuit Court A.A.Co.**

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

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

By *[Signature]*
Fiermonti, Inc.
Signature(s) of Secured Party(ies)

277913

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

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

ANNAPOLIS DIRT CONTRACTORS, INC.
987 HIGHPOINT DRIVE
ANNAPOLIS, MD 21401

2 Secured Party(ies) and Address(es)

MOTOROLA C & E, INC.
P.O. BOX 8788
BWI AIRPORT, MD 21240

3 Maturity date (if any):

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

RECORD FEE 11.00
NOTARIAL FEE .50
TOTAL FEE 11.50
07/11/87
STATE OF MARYLAND
CLERK OF COURT

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

ALL MOTOROLA COMMUNICATIONS EQUIPMENT AND INVENTORY HEREAFTER ACQUIRED BY DEBTOR.

***TO PERFECT A SECURITY INTEREST TAKEN OR RETAINED BY SELLER OF COLLATERAL TO SECURE ALL OR PART OF ITS PRICE**
"NOT SUBJECT TO RECORDATION TAX"

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

ASSOCIATES CAPITAL SERVICES
7240 PARKWAY DRIVE
SUITE 140
HANOVER, MD 21076

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

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

Filed with:

ANNAPOLIS DIRT CONTRACTORS

MOTOROLA C & E, INC.

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

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

or
Filing Officer Copy-Alphabetical

1150

277914

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): MS. BESSIE P. JONES 911 Reece Road Severn, Maryland 21144 | | 2. Secured Party(ies) Name(s) and Address(es): UNICOM ADMINISTRATIVE SERVICES, INC. 600 Embassy Row 6600 Peachtree/Dunwoody Road Atlanta, Georgia 30328 | | 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:

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------------------------------|
| (1) WORD PERFECT 4.2 (1) AT&T WGS (640K, 20MB) (1) MONOCHROME MONITOR (1) SPORTSTER MODEM (1) FX850 PRINTER <input type="checkbox"/> Products of the Collateral are also covered | (1) CROSS TALK | 6. Assignee(s) of Secured Party and Address(es) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------------------------------|

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

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

9. Name of a Record Owner

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

By BESSIE P. JONES UNICOM ADMINISTRATIVE SERVICES, INC.
 Signature(s) of Debtor(s) By Joseph Blanton
 Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

543 302

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277915

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

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

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

This financing statement Dated Nov. 21, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6656

Name General Elevator Company, Incorporated
Address 601 Nursery Road, Linthicum Heights, MD. 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Highway, Suite 106, Annapolis, MD. 21401

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

3. Maturity date of obligation (if any)

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

- One (1) IBM (2) MOD 30 286 (512K) S/N 7419117
One (1) .5MB MEM 30/286
One (1) 30 MB INT HD PS/2 30 286 S/N H000111941

Name and address of Assignee

RECORDED BY DS 11.00
MISTAKE .50
INDEXED 177 MS 11044
11/21/88
BY ERIC SCHAFER
AA CO. CIRCUIT CLERK

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)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor (handwritten)

David A. Quaranta MIS Director
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party (handwritten)

Thomas E. Myers Treas
Type or Print Above Signature on Above Line

11/50

STATE OF MARYLAND

277916

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. <input type="checkbox"/> |
|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|

This financing statement Dated June 22, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR *6655*

Name General Elevator Company, Incorporated
Address 601 Nursery Road, Linthicum Heights, MD. 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Highway, Suite 106, 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)

| | |
|------------------------------|-----------|
| Name and address of Assignee | <i>DS</i> |
| RECORD FEE | 10.00 |
| POSTAGE | .50 |

See Schedule 1 attached hereto and 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)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David A. Quasanta *MIS Director*
(Signature of Debtor)

David A. Quasanta MIS Director
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

1/52

6685-24
DIVERSIFIED LEASING, INC.
133 Defense Highway, Suite 207
Annapolis, MD 21401

543 page 304

SCHEDULE 1
DESCRIPTION OF EQUIPMENT COLLATERAL

The following description of Collateral supplements, and is part of, the Master Equipment Lease Agreement ("Master Lease") dated 11/21/88, 1988 between the undersigned ("Lessee") and Diversified Leasing, Inc. ("Lessor"):

(Describe Collateral fully, including year, make, model kind of unit, serial and motor numbers and any other pertinent information.)

One (1) Deskpro 286E, s/n 4919HZ1H3346
One (1) Monochrome Monitor
One (1) 110MB Drive DP386S/386/20E
One (1) Maynard 60 w/stand,
One (1) Active 8 Conn HUB
Four (4) Tiara LANCARD/A (LCA)
Two (2) (2) MOD 30 286 S/N 741B505
Two (2) 0.5MB MEM 30 286
Two (2) Color Display 12IN (8513) S/N 23NB913
One (1) Proprinter XL24E S/N 2051656
One (1) Close-Up Cust/Terminal V3.0
One (1) CBL IBM PAR 15FT
One (1) Back-Up Power Supply 500 Watts
One (1) Maynard MC 1F
Five (5) Data Cassette; ST600
One (1) Cable, Null Modem
One (1) ADV Netware V2.15 5.25
One (1) MB 16BIT MEM EXP Board, 286E
One (1) EA (9) Dos; Basic 3.3

and all other equipment now owned or hereafter acquired and wherever located and all present and future additions, attachments and accessions thereto and all substitutions therefor and replacements thereof.

All of the terms and provisions of the Master Lease are hereby incorporated in, and made a part of, this Schedule to the same extent as if fully set forth herein. Any terms used herein which are defined in the Master Lease shall have the same meanings as are provided therefor in the Master Lease.

Date: June 22, 1989

General Elevator Company, Incorporated

Lessee

By: [Signature]

MIS Director
Title

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277917

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Anderson, Henry S. T/A AR & B Construction

Address 1710 St. Margarets Road Annapolis, MD 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178 Annapolis, MD 21401

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

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

3. Maturity date of obligation (if any) _____

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

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

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Henry S. Anderson T/A AR & B Construction

Henry S. Anderson
(Signature of Debtor)

Henry S Anderson owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

Rhoda L. Baldwin, Chrm.
(Signature of Secured Party)

RHODA L. BALDWIN, CHRM.

Type or Print Above Signature on Above Line

1850

CONDITIONAL SALE CONTRACT NOTE

BOOK 543 PAGE 3116

TO: Baldwin Service Center, Inc.
Defense Hwy. 450 & 178 Annapolis, MD 21401

FROM: Henry S. Anderson T/A AR & B Construction
1710 St. Margarets Road Annapolis, MD 21401

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

Description of property purchased (include make, year, model identification, model and serial numbers or marks):
One (1) New Dresser Model TD7G Crawler Loader, S/N 566

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$57,394.48; (2) Less DOWN PAYMENT In Cash \$8,830.00; (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$-0-; (4) CONTRACT PRICE (Time Balance) \$48,564.48

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:
1710 St. Margarets Road Annapolis Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 Forty eight thousand five hundred sixty four and 48/100 ***** Dollars (\$48,564.48) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 7th day of August 1989, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$1,011.76 and the final installment being in the amount of \$1,011.76 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.

Title 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: July 5, 1989

BUYER(S)-MAKER(S): Henry S. Anderson T/A AR & B Construction (SEAL)

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

By: Shada L. Baldwin, Chris (Witness as to Buyer's and Co-Maker's Signature)

By: Henry S. Anderson (Print Name of Buyer-Maker Here)
Co-Buyer-Maker: (SEAL)

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

This instrument prepared by

2

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.

_____(L.S.)_____ (Guarantor-Endorser) _____(L.S.)_____ (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____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

ASSIGNMENT

543 308

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 July 5, 1989

between Baldwin Service Center, Inc. as Seller/Lessor/Mortgagee and Henry S. Anderson T/A AR & B Construction 1710 St. Margarets Road Annapolis, MD (Name) (Address) 21401

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 \$ 40,204.40

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

Baldwin Service Center, Inc. (Seal)

(Seller/Lessor/Mortgagee)

By Shonda L. Baldwin Chairman

(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

277318

Anne Arundel County
A/C# C-02-00132-2

BOOK 543 PAGE 309

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~~ *AA County*

(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.

Ebersberger Contracting, Inc.
1685 B & A Blvd.
Arnold, MD 21012

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

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

RECORD FEE 17.00
POSTAGE .50
RECORDED WITH REG 11/11/89
BY FILE NUMBER
IN CL. COUNTY CLERK

Name & address of Secured Party
Mid-Atlantic Equipment Company
9107 Owens Dr.
Manassas Park, VA 22111

Name & address of Assignee
First Interstate Credit Alliance, Inc.
500 DiGiulian Blvd.
P.O. Box 1680
Glen Burnie, MD 21061

Date of maturity if less than five years

Check if proceeds of collateral are covered (x)

Description of collateral covered by original financing statement

"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."

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:

Ebersberger Contracting, Inc.

Signature of Debtor if applicable (Date)

FILING OFFICER COPY

Mid-Atlantic Equipment Company

Signature of Secured Party if applicable (Date)

Revised 7-1-82

Res 6-30-89

[Signature] *7/5/89*

1750

CONDITIONAL SALE CONTRACT NOTE

543 PAGE 310

TO: Mid-Atlantic Equipment Company ("Seller") 9107 Owens Dr. Manassas Park, VA 22111 FROM: Ebersberger Contracting, Inc. ("Buyer") 1685 B & A Blvd. Arnold, MD 21012

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

Table with 2 columns: Description of Property Purchased and Financial Summary. Includes items like CASH SALE PRICE, Down payment in Cash, Unpaid Balance, Insurance, and TIME SALES PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1685 B & A Blvd. Arnold (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 Credit Alliance Corporation in New York, New York, or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty six thousand two hundred eighty one and 60/100 Dollars (\$ 36,281.60)

being the above indicated Contract Price (hereinafter called the "time balance") in 40 monthly installments, commencing on the 6th day of August, 19 89, and continuing on the same date each month thereafter until paid; the first 39 installments each being in the amount of \$ 907.04 and the final installment being in the amount of \$ 907.04 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate, all delinquent, collection and other charges and if placed in the hands of an attorney for collection, a reasonable sum 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 the cash price and the 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; nor 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 or 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 any and all property wherever located now or hereafter belonging to Buyer or in which Buyer has any interest and agrees that Holder's security interest created by this agreement secures any and all obligations owing by Buyer to Holder. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. 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 of this contract or any other agreement with Holder, or becomes insolvent, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party. Seller is not bound by any verbal modification of this contract.

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

Date: June 30, 19 89
Accepted: Mid-Atlantic Equipment Company
By: Lane M. Robinson (Witness as to Buyer's and Co-Buyer's Signature)

BUYER(S)-MAKER(S): Ebersberger Contracting, Inc. (SEAL)
By: [Signature] (Print Name of Buyer-Maker Here)
Co-Buyer-Maker: [Signature] (Print Name of Co-Buyer-Maker Here)

This instrument prepared by

2

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire balance together with interest, collection charges and attorneys fees and any other sums owing to Holder immediately due and payable, whereupon they shall immediately be due and payable, and Buyer will immediately deliver possession of the property to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the balance of all amounts due hereunder; (2) repossess the property 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 property may be found and take possession and carry away the property without process of law) and (A) retain the property and all payments made hereunder, or (B) retain all payments and sell the property at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any of the property at such sale), pay all charges and expenses incurred by Holder in connection with or incidental to the repossession, storage, repair, refurbishing and sale, including attorneys' fees, pay the balance due hereunder with interest at the highest lawful contract rate, then pay any other amounts owing by Buyer to Holder, and then pay the overplus, if any, to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the property and all payments made hereunder, credit Buyer with the then reasonable value of the property and recover from Buyer any deficiency together with any such charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be a penalty but as liquidated damages for the breach hereof. The remedies provided for in this paragraph may be exercised, to the extent permitted by the law of the controlling jurisdiction, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for all unpaid balances and other monies due to Holder, plus expenses and 15% 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. The Holder is hereby authorized to file one or more financing statements. The security interest herein 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.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Henry L. Flattau, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. If it should appear that any provisions hereof are in conflict with any law of any jurisdiction wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions hereof. For the sole purpose of resolving any questions with respect to filing hereof, it is declared and agreed that this instrument shall be deemed to be executed, completed and effective when the property is received at the address at which it is to be located, that questions of filing or recording shall be determined by the law of such place and that delivery of the property to Buyer shall be deemed to have taken place no earlier than the date hereof. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTER-CLAIMS. 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 HOLDER TO FIRST RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF PROPERTY, 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 CONDITIONAL SALE CONTRACT NOTE. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event 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 Henry L. Flattau, 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. 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 reposses 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 counter-claims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, and 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 or 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; that title to the property originated with Seller and not with Buyer; that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property; that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes; that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract; 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 under the contract 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 and/or if Assignee is unable to promptly retake possession of the property free and clear of any other liens and encumbrances in the event of a default under the contract. Seller shall have no authority without Assignee's prior written consent to accept collection and/or reposses and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

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

Date: _____, 19_____
 _____(Witness)
 By: _____(SEAL.)
 (Corporate, Partnership or Trade Name or Individual Signature)
 (Signature: Title of Officer, "Partner" or "Proprietor")
 Signature of Seller

543 312

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 June 30, 1989

between Mid-Atlantic Equipment Company, as Seller/Lessor/Mortgagee

and Ebersberger Contracting, Inc. 1685 B & A Blvd. Arnold, MD 21012
(Name) (Address)

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

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer 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 \$ 36,281.60

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 5th day of July, 19 89

Mid-Atlantic Equipment Company (Seal)
(Seller/Lessor/Mortgagee)

By _____

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

FICA L-5A

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277919

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 6-29-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MT. ZION UNITED METHODIST CHURCH
Address 41 ARK ROAD LOTHIAN, MD. 20711

2. SECURED PARTY

Name JOHN DEERE COMPANY
Address P.O. BOX 65090, WEST DES MOINES, IOWA 50265-0090

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

3. Maturity date of obligation (if any)

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

1 NEW JOHN DEERE 285 TRACTOR W/50" MOWER S/N 605744

RECORD FEE 11.00
REGISTERED 11/11/89
H. ERNE SWANER
CH. CO. CREDIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above 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: Robert C. Wallace

Robert C. Wallace, Trustee
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOHN DEERE COMPANY
P.O. BOX 65090
WEST DES MOINES, IOWA 50265-0090

Signature of Secured Party: Donald W. Williams

Donald W. Williams
Type or Print Above Signature on Above Line

1100

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. 228434

RECORDED IN LIBER _____ FOLIO _____ ON 10/1/79 (DATE) Anne Arundel County-
Maryland

1. DEBTOR

Name North Arundel Cable TV, Inc.

Address 13 Delaware Avenue, Glen Burnie, MD 21061
406 Headquarters Drive, Millersville, MD 21108

2. SECURED PARTY

Name Xerox Corporation

Address Keep Admin Center, 1616 N. FT Meyer Drive

Arlington, VA 22209

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p> |
| <p><u>Release for SNA P70-017140 XEROX 1040 Copier ONLY</u></p> | |

RECORDED FEE \$1.00
POSTAGE .50
4415550-0001 103-104-58
10/11/89
H. ERIC SCHAFER
Circuit Court

CK

Dated June 12, 1989

[Signature]
(Signature of Secured Party)

Herbert L. Jenkins

Type or Print Above Name on Above Line

Xerox Corporation

PARTIES 7-5-89

Debtor name (last name first if individual) and mailing address:

Trimed, Inc.
2400 Crofton Blvd.
Crofton, MD 21114

1

Debtor name (last name first if individual) and mailing address:

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:

Copelco Leasing Corp.
One Mediq Plaza
Pennsauken, NJ 08110

2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

2a

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))—

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania—
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction —
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s):
(required only if box(es) is checked above):

4

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

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT — Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer)

277920

543 315

The seller (secured party) is taking a security interest in the listed equipment. This is a conditional sale contract and is not subject to recordation tax.

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Notary of Anne Arundel County
- real estate Records of _____ County

Number of Additional Sheets (if any) 7

Optional Special Identification (Max. 10 characters): LEASE NO. 0-16267-0 8

COLLATERAL

Identify collateral by item and/or type:

1 used Toyota forklift 4000LB, 3 state mast, propane 42" Forks model #42-3FGC20

Vendor: Maryland Industrial Truck, Inc.
Equipment location: 15887 Commerce Court
Upper Marlboro, MD 20772

(check only if desired) Products of the collateral are also covered. 9

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)) —

- a. crops growing or to be grown on —
- b. goods which are or are to become fixture on —
- c. minerals or the like (including oil and gas) as extracted on —
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

Street Address:
Describe at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record):

10

DEBTOR SIGNATURE(S)

Debtor Signature(s): Copelco Leasing Corp. (Atty in Fact for)
Trimed, Inc.
Doris A. Erdman, Asst Secty

1a

1b

11

RETURN RECEIPT TO:

Copelco Leasing Corp.
One Mediq Plaza
Pennsauken, NJ 08110

12

FILING OFFICE ORIGINAL

NOTE — This page will not be returned by the Department of State.

277921

543 316

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Backyard Boats, Inc.

222 Severn Avenue
Annapolis, Maryland 21401

This financing statement modifies the financing statement recorded in Liber 483 Page 543 in Anne Arundel County, Maryland as Follows:

SECURED PARTY (OR ASSIGNEE)

EQUITABLE FEDERAL SAVINGS BANK — Address: 11501 Georgia Avenue
Wheaton, MD 20902

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral) (all of which are inventory):

Cataline Yachts and Hobie Cat, Subsidiary of Coast Catamaran Corporation, Mach I Boats, Subsidiary of Felt Industries, Ad Vantage Power Boats, Subsidiary of Ad-Vantage Power Yacht Corp., including those used for demonstration or executive purposes and attachments and equipment thereon and accessories thereto; all of which is inventory.
Catalina 42 Hull#CTYT0076C989, Catalina 42 Hull #CTYT0061C989.

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

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD FEE 11.00
 REGISTERED NOT TOGETHER
 07/11/89
 H. FR E SCHFER
 MD CO. CIRCUIT COURT

Debtor (or Assignor)

Secured Party (or Assignee)

BACKYARD BOATS, INC.

EQUITABLE FEDERAL SAVINGS BANK

BY:


 J. Riley Smirnow
 President

BY:


 Gordon N. Lockett
 President

Type or print names under signatures

11-

277922

Debtor or Assignor Form

BOOK 543 PAGE 317

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures only).

| <u>Name of Debtor</u> | <u>Address</u> |
|-----------------------|-----------------------------------------------------|
| Backyard Boats, Inc. | 4819 Woods Wharf Road Shady Side, Maryland 20764 |

This financing statement modifies the financing statement recorded in Liber 490 Page 547 in Anne Arundel County, Maryland as Follows:

SECURED PARTY (OR ASSIGNEE)

EQUITABLE FEDERAL SAVINGS BANK — Address: 11501 Georgia Avenue
Wheaton, MD 20902

Attach separate list if necessary

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

Catalina Yachts and Hobie Cat, Subsidiary of Coast Catamaran Corporation, Mach I Boats, Subsidiary of Felt Industries, Ad Vantage Power Boats, Subsidiary of Ad-Vantage Power Yacht Corp., including those used for demonstration or executive purposes and attachments and equipment thereon and accessories thereto; all of which is inventory.
Catalina 42 Hull #CTYT0076C989, Catalina 42 Hull #CTYT0061C989.

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

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

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD FEE 11.00
 25
 RECORDED BY: [unclear] 07/11/89
 H. [unclear]
 H. CO. CLERK COURT

Debtor (or Assignor)

BACKYARD BOATS, INC.

Secured Party (or Assignee)

EQUITABLE FEDERAL SAVINGS BANK

BY:

J. Riley Smirnow
J. Riley Smirnow
President

BY:

Gordon N. Lockett
Gordon N. Lockett
President

Type or print names under signatures

CLD-08
11/87

11.00

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 Reliable Contracting Company, Inc.

Address Box 1 Churchview Road Millersville, Maryland 21108

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)

| Make or Manufacturer | Description | Identification Number | Motor Number | Model | Year |
|----------------------|-------------|-----------------------|--------------|-------|------|
| 1 - New Dresser | Dozer | S/N 5149 | | TDB-G | |

CHECK THE LINES WHICH APPLY

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

ASSIGNEE:
DRESSER FINANCE CORPORATION
3201 North Wolf Street
Franklin Park, IL 60131

(If collateral is goods which are or are to become fixtures) The above 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 T. Baldwin V.P.
(Signature of Debtor)

Rhoda L. Baldwin ~~Secretary~~ Chairman
(Signature of Secured Party) *RLB*

Reliable Contracting Company, Inc.
Type or Print Above Signature on Above Line

Baldwin Service center, Inc.
Type or Print Above Name on Above Line

11/60

543 319

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 277924

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 6,000.00

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

This financing statement Dated June 29, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Philip Mertens Plumbing and Heating Co., Inc.

Address 1126 Mermaid Drive Annapolis, Md. 21401

2. SECURED PARTY

Name United Bank and Trust Company of Maryland

Address 9420 Pennsylvania Avenue, Upper Marlboro, Md. 20772

Attention K. Logan

Person And Address To Whom Statement Is To Be Returned 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 Maxtrac 840 Base
- 1 Magnetic Base Antenna
- 1 MTX800 Portable and Charger and Carrying Case
- 3 Maxtrac 820 Mobiles and Norm Relay
- 1 Tower Hook-up

RECORD FEE 37.00
 RECORD TAX 42.00
 REGISTERED DEPT. BUS. 109452
 07/11/89
 H. FILE SENDER
 WA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

Philip Mertens Plumbing and Heating CO., Inc. United Bank and Trust Co. of Md.

Type or Print Above Signature on Above Line

Philip D. Mertens
(Signature of Debtor)

Patricia M. Hodges
(Signature of Secured Party)

Philip D. Mertens, President

Patricia M. Hodges

Type or Print Above Signature on Above Line

Type or Print Above Name on Above Line

42 00

277925

~~#1~~ F/S
89090

543 320

(DISC:ASB PORTEN)
ASB004.FS

Not subject to Recordation Tax
Principal amount of debt
secured is:

\$768,000.00

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: |
| PORTEN SULLIVAN CORPORATION | 3 Bethesda Metro Center Suite 900 Bethesda, Maryland 20814 |

| | |
|------------------------|----------------------------------------------------------------------|
| 2. Secured Party: | Address: |
| AMERIBANC SAVINGS BANK | 7630 Little River Turnpike Suite 101 Annandale, Virginia 22003 |

| | |
|-------------------------------|----------------------------------------------------------------------|
| 3. Trustee: | Address: |
| AMERIBANC SERVICE CORPORATION | 7630 Little River Turnpike Suite 101 Annandale, Virginia 22003 |

4. This Financing Statement covers:

RECORD FEE 17.00
POSTAGE .50
#613620 0055 R01 T13:37

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

07/11/89
H. ERIC SCHAFER
COURT

1700
/

washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

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

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

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

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

(f) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts 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, avails and other income of and from the hereinafter described premises and the collateral, and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified.

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

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

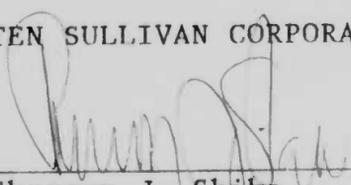
6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property which is or will be owned by the Debtor 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:

PORTEN SULLIVAN CORPORATION

By: 

Sherron J. Skibo
Executive Vice President

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

AMERIBANC SAVINGS BANK
7630 Little River Turnpike - Suite 101
Suite 101
Annandale, Virginia 22003

Attn: Susan Flynn, Assistant Vice President

EXHIBIT "A"

Lots numbered One (1) through and including Twenty-six (26) and all open space and private roads in the subdivision known as "Walden, Planned Unit Development, Section Two" as set forth in plat thereof recorded in Plat Book 116 at Page Nos. 43 and 44, among the Land Records of Anne Arundel County, Maryland, as now set forth on amended plats recorded in Plat Book 120, Page Nos. 21 and 22, among said Land Records.

543 324

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

Check below if goods are
or are to become fixtures.

NOT
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.

Record Reference Liber 459, folio 432

Date of Filing
Maturity Date (if any)

| Name(s) of Debtor(s) or Assignor(s) | No. | Street | City | State |
|-------------------------------------|------------|----------------|-----------|----------|
| Tickneck Road Joint Venture | Suite 1204 | Fidelity Bldg. | Baltimore | Maryland |

| Name of Secured Party of Assignee | No. | Street | City | State |
|-----------------------------------|-----|--------------|-----------|----------|
| Maryland National Bank | 10 | Light Street | Baltimore | Maryland |

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 claim a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RECORD FEE 10.00
POSTAGE .50

#613720 0055 R01 T14419

07/11/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor (s) or Assignor (s)

(Type or print name under signature)

10/0

Maryland National Bank (SEAL)
(Corporate, Trade or Firm Name)

William D. Serman
Signature of Secured Party of Assignee
VICE PRESIDENT

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

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

1882631

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

Check below if goods are
or are to become fixtures.

NOT
 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.

Record Reference Liber 325, folio 95

Date of Filing
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> |
|--------------------------------------------|------------|----------------|-------------|--------------|
| Tickneck Road Joint Venture | Suite 1204 | Fidelity Bldg. | Baltimore | Maryland |

| <u>Name of Secured Party of Assignee</u> | <u>No.</u> | <u>Street</u> | <u>City</u> | <u>State</u> |
|------------------------------------------|------------|---------------|-------------|--------------|
| Maryland National Bank | 10 | Light Street | Baltimore | Maryland |

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 claim a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RECORD FEE 10.00
POSTAGE .50
#613730 0055 R01 T14419
07/11/89

Debtor (s) or Assignor (s)

(Type or print name under signature)

H. ERLE SCHAFER

Maryland National Bank AA CO. CIRCUIT COURT
(Corporate, Trade or Firm Name)

William D. Sherman
Signature of Secured Party of Assignee
Vice President

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

I hereby certify that \$4,702.50 has been paid in Recordation Taxes to the State Department of Assessments and Taxation.

Richard D. ...

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 1,425,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Harbor Radiologists, P.A.

 (Name)
3001 South Hanover Street

 (Address)
Baltimore, Maryland 21230

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

 Attn: Nicholas P. Lambrow

 (Name of Loan Officer)
18 West Street

 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)
 ALL ASSETS located at 1700 Crain Highway, South, Suite 3F1, North Wing
 Glen Burnie, Maryland 21230

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

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

Record 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)
Lee Goodman MD (Seal)

 (Signature)
LEE GOODMAN MD

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
George Burke MD (Seal)

 (Signature)
GEORGE BURKE MD

 (Print or Type Name)

115

PICKER CT 1200 EXPERT SCANNER

System Components include:

| | |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6603-HD CT110 CT300 | <ul style="list-style-type: none"> 1200 Expert Operator's Console (Sr. #334) and Viewer's Console (Sr. #850) with Chairs 1200 Expert Gantry (Sr. #592³) 1200 Expert Patient Couch Image Display System Level II Software License Instant Oblique Reformatting (IOP-II) System Software License Synerdyne/Synerdex Dynamic CT Scanning Software License Perkin Elmer 3210 Computer System Ultra High Speed Reconstruction 680 Megabyte Disk Storage (Sr. #9540566) Magnetic Tape Storage (Sr. #QT932129) 1200 Solid State Detectors Data Acquisition System 1200 Expert X-Ray System (Sr. #468) Mega-HD X-Ray Tube Laser Imager (Sr. #1114) Power Conditioner Patient Positioning Accessories Operator Manuals with QC Phantoms |
| 4145/CT240 4116/CT610 4124/CT640 | |
| CT200 174872A/CT420 CT400 | |
| 4128/CT520 CT700 | |

543 328

MARYLAND FINANCING STATEMENT

277327

(XX) 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. BUYER Atlantic Airways, Inc., a Maryland Corporation
7240 Parkway Drive, #260, Hanover, MD 21076
(301) 621-3111, Federal I.D. No. - 521279171

2. SELLER Vincent A. Butler, Esq., Trustee for the Douglas G. Brodie Testamentary Trust
716 Hermleigh Road, Wheaton, MD 20902, (301) 593-2100

3. ASSIGNEE (if any) OF SELLER N/A

4. This Financing Statement covers the following types (or items) of property
 All Accounts Receivable
 All furniture and furnishings of Debtor
 All equity interests of Debtor in aircraft & equipment
 All corporate notes receivable
 All treasury stock of the corporation

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

BUYER Atlantic Airways, Inc.
 By: Kim M. France Title President
 (Type or print name of person signing)

Trustee of the Douglas G. Brodie Testamentary Trust
 SELLER Brodie Testamentary Trust
 By: Vincent A. Butler, Esq. Title
 (Type or print name of person signing)

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

Return to: Vincent A. Butler, Esq.
 716 Hermleigh Road
 Wheaton, MD 20902
 1-800-662-4446



SECURITY AGREEMENT—CHATTELS

FOR USE UNDER UNIFORM
COMMERCIAL CODE

Security Agreement

543 329

June 22, 1989

#260
Atlantic Airways, Inc. 7240 Parkway Drive Hanover, MD 21076
Name Street Address City, State

(hereinafter called "DEBTOR") hereby grants to
Vincent A. Butler, Trustee for the Douglas G. Brodie
Testamentary Trust 716 Hermlough Road Wheaton, MD 20902
Name Street Address City, State

(hereinafter called "SECURED PARTY") a security interest in the property described below as COLLATERAL to secure payment and/or performance of the OBLIGATION described below.

Default in payment or performance of any of the obligations or default under any agreement evidencing any of the obligations is a default under this agreement. Upon such default Secured Party may declare all obligations immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code.

COLLATERAL:—(If crops, or oil, gas or minerals to be extracted, or timber to be cut, or if collateral is or is to become fixtures, describe land)

All assets of the corporation of Atlantic Airways, Inc. to include but not be limited to:

- All Accounts Receivable
- All furniture and furnishings of Debtor
- All equity interests of Debtor in aircraft and equipment
- All corporate notes receivable
- All treasury stock of the corporation

OBLIGATION:

\$50,000.00 corporate loan evidenced by Cognovit Note dated June 22, 1989 in the amount of \$50,000.00, payable in 120 months at the rate of 15% per annum, in equal monthly installments, commencing August 1, 1989 and continuing thereafter on the first of each and every month until fully satisfied.

SIGNED *Kim M. France*
Kim M. France, President

DEBTOR

Hermlough Road
Corporate Secretary
7240 Parkway Drive, #260
Hanover, MD 21076
Fed. ID # - 521279171
(301) 621-3111

Vincent A. Butler, Trustee
Vincent A. Butler, Trustee for the Douglas G.

SECURED PARTY
Brodie Testamentary Trust
716 Hermlough Road

ADDRESS
Wheaton, MD 20902
(301) 593-2100

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)
STACEY ROBERT E
2182 JOHNS HOPKINS R
GEMBRILLS MD 21054
225362930 AA

2 SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3 MATURITY DATE
(If Any) 13NOV98
FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 284625
BK 505 PG 04
Filed with ANNE ARUNDEL MD Date Filed 13NOV86

- 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 rights 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.

CK

10
Number of Additional Sheets Presented 03JUL89

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

DEERE CREDIT SERVICES INC.

By
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By *D. J. Walters* Director, Installment Finance For
Signature(s) of Secured Party(ies)

- JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
- JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

1030

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

3 MATURITY DATE (If Any) 12JUN91
FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)
KIRBY CONST CO INC, A J
738 GENERALS HWY
MILLERSVILLE MD 21108
214528469 AE

2 SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE IND EQUIPMENT CO.
P. O. BOX 65090
WEST DES MOINES IA 50265
FORM-JOHN DEERE IND EQUIP CO
MOLINE, IL

4 This statement refers to original Financing Statement bearing File No 262305
BK 499 PG 22
Filed with ANNE ARUNDEL MD Date Filed 12JUN86

- 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 rights 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

STAGE .30
GK 11/13/86
11/13/86
11/13/86

10
Number of Additional Sheets Presented
03JUL89

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

DEERE CREDIT SERVICES INC.

By
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By *A. J. Walters* Director, Installment Finance For
Signature(s) of Secured Party(ies)

- JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
- JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

1059

277928

543 PAGE 332

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| FINANCING STATEMENT is presented to a Filing Office 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) MEDSERV CORPORATION 1841 West Oak Parkway Suite A Marietta, GA 30062 <i>See ex. b + B</i> | 2. Secured Party(ies) Name(s) and Address(es) THE CONNECTICUT NATIONAL BANK, as Trustee 777 Main Street Hartford, CT 06115 | 4. For Filing Officer: Date Time No. Filing Office | |
| 5. This Financing Statement covers the following types (or items) of property: See Schedule A attached hereto and made a part hereof. See Schedule B attached hereto and made a part hereof for additional Debtor names. Filed with: Anne Arundel County, MD <input checked="" type="checkbox"/> Products of the Collateral are also covered <i>06F2924/3940</i> | | 6. Assignee(s) of Secured Party and Address(es) RECORDING FEE \$5.00 POSTAGE .20 MARIETTA OFFICE 11-41 | |
| 8. Describe Real Estate Here Recordation tax has been paid at the Maryland Sec of State level. Today we are filing this UCC in Seven Maryland Counties. | <input type="checkbox"/> This statement is to be indexed in the Real Estate Records. | 7. <input type="checkbox"/> The described crops are growing or to be grown on <input type="checkbox"/> The described goods are or are to be affixed to <input type="checkbox"/> The lumber to be cut or minerals or the like including oil and gas is on <input type="checkbox"/> The described goods are or are to be affixed to | |
| No. & Street Town or City County | 9. Name of a Record Owner | NATIONAL DEPOSITS TO NATIONWIDE INFORMATION 52 JAMES ST. ALBANY, N.Y. 12207 | |
| 10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state. | | | |
| MEDSERV CORPORATION By <i>Peter B. Bahi</i> Signature(s) of Debtor(s) | | THE CONNECTICUT NATIONAL BANK, as Trustee By <i>Tom Rowlin</i> Signature(s) of Secured Party(ies) | |
| (5/82) STANDARD FORM - FORM UCC - 1 - Approved by Secretary of State of New York | | | |

Schedule A to Financing Statement

All of Debtor's right, title and interest in, under and to:

(a) all accounts, contract rights, instruments, documents, chattel paper and general intangibles, whether secured or unsecured, now existing or hereafter created, of Debtor (including without limitation all of Debtor's right, title and interest in, under and to the (i) promissory note dated December 30, 1985 in the principal amount of \$169,930.92 made by 26 East Realty Corporation and payable to Dental Properties, Inc. or order, which note was assigned by Dental Properties, Inc. to Medserv Corporation (as successor-in-interest to Denticon, Inc.) effective as of December 30, 1985 as evidenced by that certain ratification of Assignment dated September 22, 1987, by Dental Properties, Inc. and acknowledged by Medserv Corporation (as successor-in-interest to Denticon, Inc.), (ii) promissory note dated December 30, 1985 in the principal amount of \$196,435.92 made by The Promar Realty Corporation and payable to Dental Properties, Inc. or order, which note was assigned by Dental Properties, Inc. to Medserv Corporation (as successor-in-interest to Denticon, Inc.) effective as of December 30, 1985 as evidenced by that certain ratification of Assignment dated September 22, 1987, by Dental Properties, Inc. and acknowledged by Medserv Corporation (as successor-in-interest to Denticon, Inc.), (iii) promissory note dated March 24, 1988 by Aces Associates to the order of Medserv Corporation in the original principal amount of \$364,197.00 secured by the mortgage from Aces Associates to Medserv Corporation dated March 24, 1988 and recorded in the Recorder's Office of Allegheny County, Pennsylvania on May 2, 1988, at 1:24 P.M., in Mortgage Book Volume 9751, page 523, (iv) promissory note dated March 24, 1988 by Aces Associates to to the order of Medserv Corporation in the original principal amount of \$428,584.61 secured by the mortgage from Aces Associates to Medserv Corporation dated March 24, 1988 and recorded in the Recorder's Office of Allegheny County, Pennsylvania on May 2, 1988, at 1:32 P.M., in Mortgage Book Volume 9751, page 530, (v) promissory note dated March 24, 1988 by Aces Associates to to the order of Medserv Corporation in the original principal amount of \$185,720.00 secured by the mortgage from Aces Associates to Medserv Corporation dated March 24, 1988 and recorded in the Ingham County, Michigan Land Records on May 27, 1988, in Liber 1693, page 803 (vi) promissory note dated March 24, 1988 by Aces Associates to to the order of Medserv Corporation in the original principal amount of \$892,884.61 secured by the mortgage from Aces Associates to Medserv Corporation dated March 24, 1988 and recorded in the Office of the Recorder of Deeds for Beaver County, Pennsylvania in Mortgage Book Vol. 1091 page 466, (vii) promissory note dated March 24, 1988 by Aces Associates to to the order of Medserv Corporation in the original principal amount of \$714,307.70

secured by the mortgage from Aces Associates to Medserv Corporation dated March 24, 1988 and recorded in the RMC Office for Charleston County, South Carolina on April 14, 1988 at 11:10 A.M. at Book W-173, Page 560, (viii) promissory note dated March 24, 1988 by Aces Associates to to the order of Medserv Corporation in the original principal amount of \$200,005.14 secured by the mortgage from Aces Associates to Medserv Corporation dated March 24, 1988 and recorded in the St. Clair County, Michigan Land Records on October 25, 1988 at 8:40 A.M. in Liber 914 Page 819-823, (ix) promissory note dated March 24, 1988 by Aces Associates to to the order of Medserv Corporation in the original principal amount of \$464,300.94 secured by the deed of trust from Aces Associates to James McLaurin and Robert Woltil, Trustees, dated March 24, 1988 and filed for record in the Office of the Clerk of the Circuit Court of the City of Salem, Virginia on April 18, 1988, in Deed Book 137, Page 297 (x) Agreement to Purchase DME Assets dated June 19, 1987, as amended, among Beverly Enterprises, Primedica, Inc., Medserv Corporation and the Sellers named therein, and all exhibits, schedules and documentation related thereto, and (xi) any and all permits, licenses, leases and contracts related to the operation of Debtor's business (including without limitation all leases and agreements between Debtor and any hospitals or other entities to which Debtor supplies goods and/or services)) (all of the foregoing, collectively, the "Receivables"); (b) the goods or other property represented by or securing any of the Receivables; (c) all rights of Debtor as an unpaid vendor or lienor, including stoppage in transit, replevin and reclamation; (d) all additional amounts due to Debtor from any customer, irrespective of whether such additional amounts have been specifically assigned to Secured Party; (e) all guaranties, mortgages on real or personal property, leases or other agreements or property securing or relating to any of the items referred to in subparagraph (a) above, or acquired for the purpose of securing and enforcing any of such items; (f) all moneys, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to Secured Party from or for Debtor whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all claims of Debtor against, Secured Party at any time existing; (g) all raw materials, work in process, finished goods, and all other inventory (as defined in the New York Uniform Commercial Code) of whatever kind or nature and all wrapping, packaging, advertising and shipping materials, and any document relating thereto, and all labels, logos and other devices, names or marks affixed or to be affixed thereto for purposes of selling or of identifying the same or the seller or manufacturing thereof and all right, title and interest of Debtor therein and thereto, wherever located, whether now owned or hereafter acquired by Debtor; (h) all equipment, machinery, furniture, fixtures, dies, tools, vehicles, trucks, cars, tractors, trailers, forklifts, cranes, hoists and tangible personal property of Debtor,

wherever located and whether now owned or hereafter acquired by the Debtor, and all accessions and attachments to or relating to any of the foregoing; (i) all books, records and other property relating to or referring to any of the foregoing, including, without limitation, all books, records, ledger cards and other property and general intangibles at any time evidencing or relating to Receivables; and (j) all products and proceeds of any of the foregoing in whatever form, including, without limitation, any claims against third parties for loss or damage to or destruction of any or all of the foregoing and cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents;

provided, however, that the foregoing shall not include any of Debtor's right, title and interest in, under and to the Dental Service Assets (as defined in the Acquisition Agreement dated June 30, 1989 between Medserv Corporation and Sentage Corporation) or any of the assets of Brown Dental, Inc., Denticon International, Inc. or Nobilium Canada, Inc.

SCHEDULE B

MEDSERV CORPORATION d/b/a:

ARA DENTAL STUDIO
ARUNDLE OXYGEN
CWT WAREHOUSE
MUTH & MUMMA
OCEAN MEDICAL
PLEDGE MEDICAL
PRIMEDICA HOME HEALTH CENTER
PRIMEDICA, INC.
RECOVERY ROOM

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 HERMANN LUDWIG, INC.
BALTIMORE-WASHINGTON INTERNATIONAL AIRPORT
Address AIR CARGO COMPLEX, BUILDING B, BAY 32, ROOM 214
BWI AIRPORT, MD 21240

2. SECURED PARTY

Name CREDIT LYONNAIS
NEW YORK BRANCH / GRAND CAYMAN BRANCH
Address 95 WALL STREET
NEW YORK, NY 10005

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

SEE SCHEDULE I ATTACHED

(FILE WITH: ANNE ARUNDEL CO., MD)

CHECK THE LINES WHICH APPLY

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

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

NOT SUBJECT TO MARYLAND RECORDATION TAX - THE FILING IS TO PERFECT A SECURITY INTEREST IN CONTRACT RIGHTS, GENERAL INTANGIBLES OR ACCOUNTS.

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

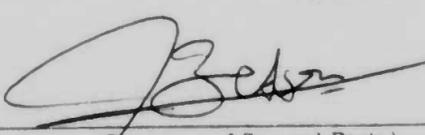
RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201



(Signature of Debtor)

HERMANN LUDWIG, INC.
Type or Print Above Name on Above Line
H. D. SEIDEL, TREAS.
(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

CREDIT LYONNAIS, NEW YORK BRANCH
Type or Print Above Signature on Above Line
MARC BESSON, V. P.

118

DJ
21.00
11442
17/11/89
6696527

SCHEDULE I

BOOK 543 PAGE 338

(i) All of the receivables of Herman Ludwig, Inc. ("Debtor"), whether presently existing or hereafter arising, including, without limitation, (a) all of its accounts, chattel paper, contract rights, instruments, general intangibles and other obligations of any kind due or to become due to the Debtor; (b) all rights of payment for or on account of goods or other property sold or leased or to be sold or leased or services rendered or to be rendered by the Debtor in the ordinary course of its business; (c) all rights in and to all documents, security agreements, leases and other contracts securing or otherwise relating to such accounts, chattel paper, contract rights, instruments, general intangibles and obligations; (d) any rights, remedies and claims under or in respect of any of the foregoing (all of the foregoing collectively referred to as the "Accounts"); and

(ii) all products and Proceeds and insurance proceeds of the Accounts and all additions and accessions thereto and replacements thereof and substitutions therefor (the collateral described in (i) and (iii) above sometimes collectively referred to as the "Collateral") (for purposes of this schedule, the term "Proceeds" shall have the meaning assigned that term under the Uniform Commercial Code as in effect in any relevant jurisdiction or under other relevant law and, in any event, shall include, but not be limited to, (i) any and all proceeds of any sale, insurance, indemnity, warranty or guaranty payable to either or both of Credit Lyonnais New York Branch or Credit Lyonnais Cayman Island Branch or the Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

277930

543 339

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)
Minor Metals, Inc.
222 Bridge Plaza South
Fort Lee, NJ 07024

2 Secured Party(ies) and address(es)
BSI - Banca della Svizzera Italiana
65 East 55th Street
New York, New York 10022

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

NOT SUBJECT TO RECORDATION TAX

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

All personal property and fixtures of the Debtor, whether now or hereafter existing or now owned or hereafter acquired and wherever located of every kind and description, tangible or intangible, including, but not limited to, collateral described in a General Security Agreement between the parties and all its inventory, equipment, accounts receivable, money, goods, contract rights, general intangibles, credits, claims, demands, and any other property, rights and interests of the Debtor, including the proceeds, products and accessions of and to any thereof.

XXXXXXXXXXXXXXXXXXXX

LOCAL ADDRESS:
INNER HARBOR WAREHOUSING AND DISTRIBUTION, INC
7465 CANDLEWOOD ROAD
HANOVER, MD 21076

0704709

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

Filed with
Anne Arundel County, MD

Minor Metals, Inc.
R WEISFISCH PRES

BSI-Banca della Svizzera Italiana

PEARL GEFERS V.P.

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

PRES
Title

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

DOMINGO STERN V.P.
Title

(1) Filing Officer Copy-Alpha

STANDARD FORM - FORM UCC-1.

277931

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)

HACK'S INC. DBA RICEYS TV
~~XXXXXXXXXX~~
19 PAROLE PLAZA
ANNAPOLIS, MD 21401

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

CANON U.S.A., INC.
One Canon Plaza
Lake Success, NY 11042

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

25

NOT SUBJECT TO RECORDATION TAX

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

All CANON Industrial Photographic and Consumer Still Video Products sold to debtor by secured party including but not limited to audiovisual products and all related accessories and supplies hereinafter sold by secured party to debtor and all similar products which are purchased from others, and in any proceeds therefrom including all contract rights and accounts receivable thereon.

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

C71953

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:

HOMER HACK PRESIDENT

By:

Signature(s) of Debtor(s)

SHELLY GLENN CREDIT MANAGER

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

100
STANDARD FORM - FORM UCC-1.

277932

543 PAGE 341

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 Brown, Paul H. T/A Bay TV & Appliances

Address 798 Richie Highway Severna Park, MD 21146

2. SECURED PARTY

Name WCI Acceptance Corporation

Address 6100 Channingway Blvd. Suite 307

Columbus, OH 43232

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

3. Maturity date of obligation (if any) None

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

All of the following types of goods held for sale or lease by debtor consisting of, but not limited to, new radios, tape recorders, tape players, phonographs, Hi-Fi and stereo components and consoles, home entertainment centers, televisions, washers, dryers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, garbage disposals, trash compactors, humidifiers, dehumidifiers, air conditioners and the like, including accessories and all equipment used or intended to be used in conjunction with any of the foregoing, acquired by debtor from Almo Distributing Co.

"Not subject to recordation fees"

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Paul N. Brown
(Signature of Debtor)

Paul N. Brown-Owner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ronee Salmons-Agent
(Signature of Secured Party)

WCI Acceptance Corporation
Type or Print Above Name on Above Line
RONEE SALMONS-CREDIT ADMIN.

Form 0100.350-10/81

10712627

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277933

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

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

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

NOT SUBJECT TO RECORDATION TAX

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

1. DEBTOR

Name SEVERNA PARK PHOTO, INC.
Address 557 OLD ANNAPOLIS BLVD., SEVERNA PARK, MD 21146

2. SECURED PARTY

Name CANON U.S.A., INC.
Address ONE CANON PLAZA
LAKE SUCCESS, NY 11042

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

ALL CANON photographic products sold to debtor by secured party including but not limited to audio-visual products and all related accessories and supplies hereinafter sold by Secured Party to Debtor and all similar products which are purchased from others, and in any proceeds therefrom including all contract rights and accounts receivable thereon.

DJ

C704764

CHECK THE LINES WHICH APPLY

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

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

(Signature of Debtor)

THOMAS ALBAN PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOAN S. CHMIDT CREDIT MANAGER
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11/5

277934

BOOK 543 PAGE 343

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: July 3, 1989

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Chesapeake Well Drillers, Inc.

ADDRESS: 4453 Owensville-Sudley Road
Harwood, MD 20776

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:

J. I. Case 480E Tractor Loader Backhoe Serial No. JJG0002760

General Engines Trailer Model 9 DOW

DJ
RECORD FEE 11.00
POSTAGE .50
SALES TAX 2.77
07/11/89
H. TILLMAN
AN CO. COUNTY CLERK

DEBTOR(S):
Chesapeake Well Drillers, Inc.
(Company Name)

BY: *Benjamin V. Catterton*
Benjamin V. Catterton, President

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: *Gilbert L. Hardesty*
(Authorized Signature)

Gilbert Hardesty, President
(Type Name and Title)

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

11/5

543 344

RUM

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

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

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES)
J. C. Brun Jooling
790 Dwindling Creek Rd
Arnold, Md 21012

2. SECURED PARTY(IES) AND ADDRESS(ES)
FORD MOTOR CREDIT COMPANY
P. O. BOX 35475
10710 MIDLOTHIAN TPKE., SUITE 305
RICHMOND, VIRGINIA 23235

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)
Book 508 Page 260

3. This statement refers to original Financing Statement No. 26613 Dated: 2-10-87

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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. Termination. <input checked="" type="checkbox"/></p> <p>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> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

RECORDED FEE 10.00
POSTAGE .50
COUNTY OF W. BALDWIN
JUL 11 1989
N. BALDWIN
AS SO. CLERK COURT

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arnold

Dated: July 5, 1989

Ford Motor Credit
(NAME OF SECURED PARTY)
By: [Signature]

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

10-5



PWPS

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

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

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES)

JC Bruins Tooling
790 Riverside Creek

Armed, Md 21012

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

Jan 17 7⁰⁰

2. SECURED PARTY(IES) AND ADDRESS(ES)

FORD MOTOR CREDIT COMPANY
P. O. BOX 35476
10710 MIDLOTHIAN TPKE., SUITE 300
RICHMOND, VIRGINIA 23235

3. This statement refers to original Financing Statement No. _____

Dated: 6-3-87

6055R01
512 599

A. Continuation.

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

B. Partial Release.

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

C. Assignment.

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

D. Termination.

The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

4. This transaction is exempt from the Recording Tax.

Filed with:

Carroll County

Dated:

July 5, 1989

By:

Joyd Motor Credit
NAME OF SECURED PARTY
Don Shyatt

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

RECORDING FEE 10.00
STAMP CHARGE .50
JUL 11 1989
RECORDS & CLERK

10.50

FINANCING STATEMENT

- 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 \$25,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of _____.

| | | |
|----|---------------|-------------------------------------------------|
| 5. | Debtor Name | Address |
| | Frank Parker | 2129 Forest Drive Annapolis, Maryland 21401 |
| 6. | Secured Party | Address |
| | Richard Spitz | 12101 Hunterton St. Upper Marlboro, MD 20772 |
| | Frances Spitz | " " |

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.

Specific Equipment. All of the equipment of the 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.

DEBTOR:

Frank Parker

SECURED PARTY:

[Signature]
[Signature]

Address where Collateral will be located:

2129 Forest Drive
Annapolis, Maryland 21401

Mr. Clerk: Please return to Neil S. Kurlander, Esquire, Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street, P.O. Box 868, Annapolis, Maryland 21404.

Parker.FS
NSK.Doc

11-175.5

TIP & LEO'S

543 347

DELI-DELI

EQUIPMENT LIST

| | |
|--------------------------------------|-----------------------------------------|
| 5 tables | 1 Wells toaster (4 slice) |
| 12 chairs | 5 Storage containers |
| 1 Electric sign board | 1 bread rack |
| 1 Clock | 2 garbage cans |
| 1 Deli Case | 1 Bucket (industrial) |
| 1 Sandwich Unit | 2 Soap dispensers |
| 1 Toledo scale | 2 Napkin dispensers |
| 1 Utensil holder | Assorted mixing bowls & utensils |
| 1 Double beverage machine | Deli pans & roasting pans |
| 1 Bakers rack | Shelving in storage room |
| 1 NCR Cash register | Utensil bin for silverware |
| 2 Northland Refrigerators | One intercom to Liquor store |
| 2 Northland Freezers | Assorted sign boards |
| 1 Grill (gas) | Overhead exhaust fan |
| 1 Double fryer (Cecilware) | Fire extinguishers |
| 1 Castle fryer | |
| 1 Open charcoal pit | |
| 1 Franklin stove (6 burner) | |
| 1 Steam table | |
| 2 Microwaves (one in need of repair) | |
| 1 Slicer | |
| 3 Work tables | |
| 1 Table grill stand | |
| 1 Table slicer stand | |
| 3 Compartment sink | |
| 1 Hand sink | |
| 2 Stew pots | |
| 1 Large coating pan | |
| 1 Large stock pot | |
| 12 Sandwich unit pots | |

FS
3/2/89
F.P.
3/8/89

277936

543 348

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)
Cutter Marine, Inc.
1900 Old Eastern Ave.
Baltimore, Maryland 21221
Plus any and all other debtor locations

2. Secured Party(ies) and address(es)
ITT Commercial Finance Corp.
4747 Lincoln Highway
Suite 200
Matteson, IL 60443

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

RECORD FEE DJ 11.00
POSTAGE .50
BALTIMORE CITY FILE 124457
JUL 21 1989
F. FILE NUMBER

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

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

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

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

Cutter Marine, Inc.

By: X

[Handwritten Signature]
Signature(s) of Debtor(s)

ITT COMMERCIAL FINANCE CORP.

By:

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

STANDARD FORM - FORM UCC-1

11.40

(1) FILING OFFICER COPY—ALPHABETICAL

PARTIES

Debtor name (last name first if individual) and mailing address:

LEPHEW JAMES E.
PARKWAY VILLAGE LOT8 N. CARD ST.
LAUREL MD 20707

Debtor name (last name first if individual) and mailing address:

LEPHEW TAMI M.
PARKWAY VILLAGE LOT8 N. CARD ST.
LAUREL MD 20707

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

EASTERN HOMES, INC.
8291 WASHINGTON BLVD.
JESSUP, MD 20794

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor" respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

EASTERN HOMES, INC.

Gautamaly Sen

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

543 PAGE 349

277937

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth
- Prothonotary of _____ County.
- real estate records of _____ County.

Number of Additional Sheets (if any)

DS

Optional Special Identification (Max. 10 characters)

COLLATERAL

Identify collateral by item and/or type:

1989 PALM HARBOR VILLA PARK 14 X 20
SERIAL # VPNC5805 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 OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."

(check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____

for _____ County, Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record)

DEBTOR SIGNATURE(S)

Debtor Signature(s):

LEPHEW JAMES E. *James E. Lephew*
LEPHEW TAMI M. *Tami M. Lephew*

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

STANDARD FORM - FORM UCC-1 (1-1-89)
Approved by Secretary of Commonwealth of Pennsylvania

FILING OFFICE ORIGINAL
NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANDOKA, MN. 55303
(612) 421-1713

STATE OF MARYLAND

Anne Arundel County

FINANCING STATEMENT

FORM UCC-1

543 350

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 277938

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 Gnau Construction Company

Address P.O. Box 3844, 1230 Cronson Blvd. Crofton, MD 21114

2. SECURED PARTY

Name Ingersoll-Rand Company

Address 5681 Main Street Elkridge, MD 21227

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

3. Maturity date of obligation (if any) _____

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

(1) Ingersoll-Rand vibratory roller model SD40D

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

Name and address of Assignee
Concord Commercial Corporation
210 Goddard Boulevard
King of Prussia, PA 19406
(7589-1 JK)

CHECK THE LINES WHICH APPLY

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

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

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

Gnau Construction Company
(Signature of Debtor)

Alan Gnau

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ingersoll-Rand Company

(Signature of Secured Party)

Bradley W. Berg

Type or Print Above Signature on Above Line

11/5

277939

543-351

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Paccom Leasing Corporation

Address 1221 Southwest Yamhill
Portland, Oregon 97205

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

3. Maturity date of obligation (if any) JULY 1994

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

To secure assignment to Paccom Leasing Corporation of certain lease payments under certain True Lease Assignment dated Dec. 20, 1988, Schedule #09, dated June 29, 1989, between Assignor as Lessor and LEASE ACCOUNT # 121889 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 June 29, 1989 between Assignor and Assignee: APP # 6848

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

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

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

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

TransFinancial Leasing Corp.
Bruce J. Winter
(Signature of Debtor)
Bruce J. Winter, Vice President
Type or Print Above Signature on Above Line

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

Paccom Leasing Corporation
Tracy Hill
(Signature of Secured Party)
Tracy Hill
Type or Print Above Name on Above Line

Filed with Anne Arundel County

115

EQUIPMENT LIST

543 PAGE 352

| <u>Quantity</u> | <u>Description</u> |
|-----------------|---------------------------------------------------------------|
| (1) One | Core LAN 310 Subsystem (N-2 Controller) |
| (1) One | Core 310-HC Internal Drive w/Controller (N-1 Controller) |
| (2) Two | NOVELL NP600A |
| (2) Two | American Power 1200 Watt UPS |
| (2) Two | UPS Monitor Cables |
| (2) Two | UPS Monitor Cards |
| (1) One | SFT Netware 2.15 |
| (5) Five | 1MB memory up grade CMQ316 |
| (1) One | IBM 3363 Optical Disk drive with Controller and Device Driver |
| (14) Fourteen | Cole Double Ped. Desk - Putty/Teak Top |
| (1) One | United Chair Sec. Chair AM22 - Grey mix fabric |
| (1) One | Cole Sec. Desk Left Pedestal - Putty/Teak Top |
| (1) One | Cole Sec. Return right - Putty/Teak Top |
| (10) Ten | Cole 4 Drawer Letter file w/lock - Putty |
| (11) Eleven | Lee Metal Bookcase - Putty |
| (3) Three | Lee Metal Bookcase - Putty 36 x 12 x 42H Adjustable Shelves |
| (5) Five | Virco 72 x 30 Folding Table - Brown frame, Walnut Top |
| 14) Fourteen | United Chair Swivel Arm Chair - Smoke Fabric |
| (4) Four | Lee Metal Bookcase - Putty 36 x 12 x 42H Adjustable Shelves |

TransFinancial Leasing Corp.

Paccom Leasing Corporation

BY: [Signature]

BY: _____

TITLE: V.P.

TITLE: _____

543 353

277310

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Paccom Leasing Corporation
Address 1221 Southwest Yamhill
Portland, Oregon 97205
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) JULY 1994

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Paccom Leasing Corporation of certain lease payments under certain True Lease Assignment dated Dec. 20, 1988, Schedule # 10, dated June 29, 1989, between Assignor as Lessor and LEASE ACCOUNT # 121889 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 June 29, 1989 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Bruce J. Winter, Vice President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Paccom Leasing Corporation

(Signature of Secured Party)

DORIS E. SEAVER
Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.8

EQUIPMENT LIST

| <u>Quantity</u> | <u>Description</u> |
|-----------------|-------------------------------------|
| (1) One | Compaq Portable Model 386 w/40 MBHD |
| (1) One | Dos Software |
| (1) One | Nec Multisync II Monitor |
| (1) One | 20 MHZ 387 Math Co-Processor |
| (1) One | Nylon Carrying Case |
| (1) One | 1.2 MB Memory Expansion BD P-386 |
| (1) One | Epson LQ-1050 Printer |
| (1) One | Lotus 5.0 123 |
| (1) One | Printer Cable |
| (1) One | Surge Suppressor |
| (2) Two | Compaq 286S Model |
| (2) Two | Monochrome Monitors #8513 |
| (2) Two | MS Dos |
| (2) Two | WP 5.0 |
| (2) Two | Surge Suppressor |
| (1) One | 286E Compaq Computer w/Keyboard |
| (1) One | Monochrome Monitor #8513 |
| (1) One | MS Dos |
| (1) One | Sure Suppressor |

TransFinancial Leasing Corp.
 BY: *[Signature]*
 TITLE: VP

Pacom Leasing Corporation
 BY: _____
 TITLE: _____

543 REC-355

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

277941

FINANCING STATEMENT

DATE: July 6, 1989

(XX) Not Subject to Recordation Tax
() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Francis R. Moreland
ADDRESS: 813 Main Street
Galesville, Maryland 20765

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:

| <u>QTY</u> | <u>DESCRIPTION</u> |
|------------|------------------------------------------------------------|
| 1 | 1982 Caterpillar Model 943 Track Loader Serial # 34-943 |

25
 RECORD FEE 11.00
 POSTAGE .50
 RECORDED CITY OF MD 7/10/89
 07/11/89
 H. ERIC BOWEN
 AN MD. CIRCUIT COURT

DEBTOR(S):

 (Company Name)
 BY: Francis R. Moreland
 Francis R. Moreland
 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.)



543 356

277912

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

Subject To Recordation Taxes On The Principal Amount Of \$ 8,260,000.00, Which Was Paid As Set Forth On The Attached Certificate.

71

FINANCING STATEMENT

- 1. DEBTOR: MURRY'S OF MARYLAND, INC.
trading as Murry's Steaks
8300 Pennsylvania Avenue
Forestville, Maryland 20747

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

Attention: Commercial Finance
Division

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

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contracts with customers, deposits and prepayments;

- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
 - (iv) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
 - (v) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
 - (vi) All franchises, subfranchises, rights to distribute, sales agencies, licenses, permits, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;
 - (vii) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
 - (viii) All rights of the Debtor as a secured party with respect to collateral security now or hereafter securing any of the obligations of third parties to the Debtor, together with all agreements and instruments evidencing or creating any such security;
 - (ix) General Intangibles in the form of goodwill; and
 - (x) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

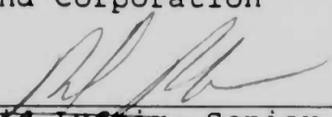
BOOK 543 PAGE 358

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.
5. Some of the above property may be located on or affixed to the parcels of real property described on Exhibit A attached hereto and made a part hereof. The record owner of such parcels of real property are as set forth on Exhibit A.

DEBTOR:

MURRY'S OF MARYLAND, INC.,
A Maryland Corporation

By:

 (SEAL)
David Luftig, Senior

Vice President-Finance

*Richard Meyer,
Assistant
Secretary*

Date: June 3, 1989

July

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

Beth Solley, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: 8326

JT/DOC
M8326.6FS

EXHIBIT AMARYLAND

| <u>RECORD OWNER</u> | <u>ADDRESS</u> |
|---------------------------------------------------------------------------|--------------------------------------------------------------------|
| Branch Avenue Properties, Inc. | 3216 Branch Avenue, Suitland, MD. |
| Haft Equities - Bladen Limited | 5448 Annapolis Rd., Bladensburg, MD. 20710 |
| Congressional Properites, Inc. | 1524 Rockville Park, Rockville, MD. 20852 |
| AB-GLO Associates | Talbot & Rt. 1, Laurel, MD. 20852 |
| Edward L. Emes | 4700-02 Marlboro Pike, Coral Hills, MD. 20743 |
| S & M Properties Limited Partnership | 8300 PA. Avenue, Forrestville, MD. |
| Paul Yu and Helanda Yu | 5914 M.L. King Highway, Seat Pleasant, MD. |
| Oxon Hill Plaza, Inc. | 6151 Livingston Rd., Oxon Hill, MD. 20745 |
| Maryland Federal Savings And Loan Association | Post Office Road and Route 5, Waldorf, MD. |
| William A. Reed & Son, Inc. | 5700 Reisterstown Rd., Balto., MD. 21215 - 28th Ward Block 4419 |
| The E.G.W. Realty Company | 3417 Belair Road, Balto., MD. |
| Brooklyn Park Associates | 5023 Governor Ritchie Highway, Balto., MD. 21225 |
| Cecil C. Knighton, Martha E. Knighton and Shale D. Stiller, Trustee | 2023-A West Street, Annapolis, MD. 21401 |
| Tripec Associates Limited Partnership | 4574 Edmondson Ave., Balto., MD. 21229 |
| Murry's Steaks, Inc. | 5413 York Road, Balto., MD. |
| Lewis A. Goldstein | 461 N. Gay Street, Balto., MD. |

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| Ella Samuelson | 1643 PA. Avenue, Balto., MD. 21217 |
| Anthony G. Marmaras | 2212 E. Monument Str., Balto., MD. |
| Northwest Associates | 2510 N. Monroe Str., Balto., MD. |
| Charles Cahn, II, Trustee, Leon Albin and Beverly G. Albin | 2035 W. Pratt Str., Balto., MD. |
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| Lee Realty | 3402 Eastern Avenue, Balto., MD. |
| Pike Place Plaza Frosted Products, Inc. | 6500 Baltimore National Pike, Balto., MD. |
| Hollingswood Park Associates | 2141 Patapsco Ave., Balto., MD. 21206 |
| Frankford Plaza Associates | 6045 Moravia Park Drive, Balto., MD. |
| Pamela M. Jones, Austin King, Tilford C. Jones, Stephen Jones and Christopher Jones | 703 Motter Ave., Frederick, MD. 21701 |
| Kong Jik Lim, Yun Sook Lim, Yang H. Hwang and Kapran H. Hwang | 3420 Clifton Ave., Balto., MD. 21216 |
| J.F.K. Real Estate, Inc. | 1227 Eastern Blvd., Essex, MD. 21221 |
| S. Quintor Johnson, III | 622 S. Salisbury Blvd., Salisbury, MD. 21801 |

TO: THE CLERKS OF THE CIRCUIT COURTS OF BALTIMORE CITY, PRINCE GEORGE'S COUNTY, CHARLES COUNTY, ANNE ARUNDEL COUNTY, MONTGOMERY COUNTY, WICOMICO COUNTY, WASHINGTON COUNTY AND FREDERICK COUNTY

TAX CERTIFICATE

The undersigned, THE MENDELSON HOLDING COMPANY, LTD., MURRY'S ACQ., INC., MURRY'S, INC., MURRY'S OF NEW YORK, INC., MURRY'S OF MASSACHUSETTS, INC., MURRY'S OF NEW JERSEY, INC., M.I.D.A., INCORPORATED, MURRY'S OF DELAWARE, INC., MURRY'S OF NORTH CAROLINA, INC., MURRY'S OF MARYLAND, INC., MURRY'S OF OHIO, INC., MURRY'S OF CONNECTICUT, INC., MURRY'S EXPORT CO., INC., MURRY'S OF D.C., INC., MURRY'S OF VIRGINIA, INC. and MURRY'S OF PENNSYLVANIA, INC. hereby certify that (i) each Debtor is unconditionally obligated for the repayment of the below described debt which is secured by the mortgage liens and security interests evidenced by the Deed of Trust, Leasehold Deed of Trust and Financing Statements to which this certificate is attached; (ii) the collateral securing the below described debt and described in the Deed of Trust, Leasehold Deed of Trust And Financing Statement is located partly in each of the following jurisdictions, and the value of the collateral in each jurisdiction as of this date is as follows:

- | | | |
|----|-----------------------------------------------------------------------------------------|------------------|
| 1. | Total Debt Secured | \$28,000,000 (A) |
| 2. | Total Value of the Real and Personal Property Securing the Debt | \$43,321,400 (B) |
| 3. | Total Value of the Real and Personal Property Securing the Debt and Located in Maryland | \$18,782,525 (C) |
| 4. | Total Value of the Property Securing the Debt and Not Located in Maryland | \$24,538,875 (D) |
| 5. | Value Per County of Maryland Property Securing the Debt: | |
| | a. Baltimore City | \$ 1,753,425 (E) |
| | b. Prince George's County | |
| | i) Real Property | \$ 4,005,000 (F) |
| | ii) Personal Property | \$12,206,900 (G) |
| | c. Charles County | \$ 108,200 (H) |
| | d. Anne Arundel County | \$ 214,400 (I) |

- | | | | | |
|----|-------------------|----|---------|-----|
| e. | Montgomery County | \$ | 196,600 | (J) |
| f. | Wicomico County | \$ | 145,200 | (K) |
| g. | Frederick County | \$ | 137,800 | (L) |
| h. | Washington County | \$ | 15,000 | (M) |
6. Value Per County of Maryland Non-Exempt Property (Including Real Property, Equipment, Fixtures And Leasehold Improvements):
- | | | | | |
|----|------------------------|----|-----------|-----|
| a. | Baltimore City | \$ | 1,323,425 | (N) |
| b. | Prince George's County | | | |
| | i) Real Property | \$ | 4,005,000 | (O) |
| | ii) Personal Property | \$ | 6,893,900 | (P) |
| c. | Charles County | \$ | 83,200 | (Q) |
| d. | Anne Arundel County | \$ | 164,400 | (R) |
| e. | Montgomery County | \$ | 146,600 | (S) |
| f. | Wicomico County | \$ | 90,200 | (T) |
| g. | Frederick County | \$ | 85,800 | (U) |
| h. | Washington County | \$ | 0 | (V) |
7. Taxable Portion Per County of Debt (Rounded up to nearest \$500.00):
- a. Baltimore City:
- $$\begin{array}{r}
 \$28,000,000.00 \text{ (A)} \times \frac{\$1,323,425 \text{ (N)}}{\$43,321,400 \text{ (B)}} = \$868,000 \text{ (W)}
 \end{array}$$
- b. Prince George's County:
- i) Real Property:
- $$\begin{array}{r}
 \$28,000,000.00 \text{ (A)} \times \frac{\$4,005,000 \text{ (O)}}{\$43,321,400 \text{ (B)}} = \$2,576,000 \text{ (X)}
 \end{array}$$
- ii) Personal Property:
- $$\begin{array}{r}
 \$28,000,000.00 \text{ (A)} \times \frac{\$6,893,900 \text{ (P)}}{\$43,321,400 \text{ (B)}} = \$4,452,000 \text{ (Y)}
 \end{array}$$

c. Charles County:

$$\$28,000,000.00 \text{ (A)} \times \frac{\$83,200 \text{ (Q)}}{\$43,321,400 \text{ (B)}} = \$56,000 \text{ (Z)}$$

d. Anne Arundel County:

$$\$28,000,000.00 \text{ (A)} \times \frac{\$164,400 \text{ (R)}}{\$43,321,400 \text{ (B)}} = \$112,000 \text{ (AA)}$$

e. Montgomery County:

$$\$28,000,000.00 \text{ (A)} \times \frac{\$146,600 \text{ (S)}}{\$43,321,400 \text{ (B)}} = \$84,000 \text{ (BB)}$$

f. Wicomico County:

$$\$28,000,000.00 \text{ (A)} \times \frac{\$90,200 \text{ (T)}}{\$43,321,400 \text{ (B)}} = \$56,000 \text{ (CC)}$$

g. Frederick County:

$$\$28,000,000.00 \text{ (A)} \times \frac{\$85,800 \text{ (U)}}{\$43,321,400 \text{ (B)}} = \$56,000 \text{ (DD)}$$

h. Washington County:

$$\$28,000,000.00 \text{ (A)} \times \frac{\$0 \text{ (V)}}{\$43,321,400 \text{ (B)}} = \$0 \text{ (EE)}$$

8. Calculation of Tax Due Per County:

a. Baltimore City (Recordation Tax):

$$\$868,000 \text{ (W)} \times \$2.75/\$500 = \$4,774.00$$

b. Prince George's County:

i) Recordation Tax:

Real Property

$$\$2,576,000 \text{ (X)} \times \$2.20/\$500 = \$11,334.40$$

Personal Property

$$\$4,452,000 \text{ (Y)} \times \$2.20/\$500 = \$19,588.80$$

ii) Transfer Tax (Real Property)

$$\$2,576,000 \text{ (X)} \times .015 = \$38,640.00$$

- c. Charles County (Recordation Tax):
 $\$56,000 (Z) \times \$3.30/\$500 = \369.60
- d. Anne Arundel County (Recordation Tax):
 $\$112,000 (AA) \times \$3.50/\$500 = \784.00
- e. Montgomery County (Recordation Tax):
 $\$84,000 (BB) \times \$2.20/\$500 = \369.60
- f. Wicomico County (Recordation Tax):
 $\$56,000 (CC) \times \$2.00/\$500 = \224.00
- g. Frederick County (Recordation Tax):
 $\$56,000 (DD) \times \$3.30/\$500 = \369.60
- h. Washington County (Recordation Tax):
 $\$0 (EE) \times \$2.20/\$500 = \0

This certificate was prepared pursuant to the provisions of Section 12-105(a) Tax-Property Article, Annotated Code of Maryland and The First National Bank of Maryland and the Clerks of the Circuit Courts of Baltimore City, Prince George's County, Charles County, Anne Arundel County, Montgomery County, Wicomico County, Washington County and Frederick County may rely upon this certification for purposes of computing taxes payable upon the filing of the attached Deed of Trust, Leasehold Deed of Trust and financing statements.

MURRY'S, INC., A Delaware Corporation

By: David Luftig (SEAL)
 David Luftig, Senior
 Vice President - Finance

Date: July 7, 1989

MURRY'S ACQ., INC., A Delaware Corporation

By: David Luftig (SEAL)
 David Luftig, Secretary

Date: July 7, 1989

THE MENDELSON HOLDING COMPANY,
LTD., A Delaware Corporation

By: David Luftig (SEAL)
David Luftig, Secretary

Date: July 7, 1989

MURRY'S OF NEW YORK, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF MASSACHUSETTS, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF NEW JERSEY, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

M.I.D.A., INCORPORATED

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF DELAWARE, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF NORTH CAROLINA, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF MARYLAND, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF OHIO, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF CONNECTICUT, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

543 FILE 367

MURRY'S EXPORT CO., INC.

By: David Luftig (SEAL)
David Luftig,
Vice President

Date: July 7, 1989

MURRY'S OF D.C., INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF VIRGINIA, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF PENNSYLVANIA, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

JT/DOC
M8326.RTC

Return to:
LAW OFFICES
GEBHARDT & SMITH
NINTH FLOOR
THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

277913

543 368

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

Subject To Recordation Tax On The Principal Amount Of \$ 8,240,000.00, Which Was Paid As Set Forth On The Attached Certificate.

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

- 1. DEBTOR: MURRY'S, INC., trading as MURRY'S STEAKS
8300 Pennsylvania Avenue
Forestville, Maryland 20747
and
MURRY'S ACQ., INC.
8300 Pennsylvania Avenue
Forestville, Maryland 20747

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

Attention: Commercial Finance Division

- 3. This Financing Statement covers and the Debtors grant a security interest to the Secured Party in the following:
 - a. All of each of the Debtors' right, title, and interest in and to all of the tangible and intangible assets of the Debtors, including, but not limited to the following kinds and types of property owned by the Debtors, wherever located, whether now owned or hereafter acquired by the Debtors, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
 - (i) All of each of the Debtors' Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law

55

Article, Annotated Code of Maryland, as amended;

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

- (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
 - (viii) All franchises, subfranchises, rights to distribute, sales agencies, licenses, permits, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;
 - (ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
 - (x) All rights of either Debtor as a secured party with respect to collateral security now or hereafter securing any of the obligations of third parties to either Debtor, together with all agreements and instruments evidencing or creating any such security; and
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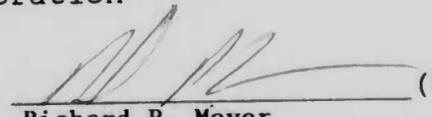
DEBTORS:

MURRY'S INC., A Delaware Corporation Trading As Murry's Steaks

By:  (SEAL)
Richard P. Meyer,
Assistant Secretary ce

Date: June 3, 1989

MURRY'S ACQ., INC., A Delaware Corporation

By:  (SEAL)
Richard P. Meyer,
Assistant Secretary

Date: June 5, 1989

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

Beth Solley, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: 8326

JT/DOC
M8326.FS

EXHIBIT A

543 PAGE 372

MARYLAND

| <u>RECORD OWNER</u> | <u>ADDRESS</u> |
|---------------------------------------------------------------------------|--------------------------------------------------------------------|
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| Haft Equities - Bladen Limited | 5448 Annapolis Rd., Bladensburg, MD. 20710 |
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TO: THE CLERKS OF THE CIRCUIT COURTS OF BALTIMORE CITY, PRINCE GEORGE'S COUNTY, CHARLES COUNTY, ANNE ARUNDEL COUNTY, MONTGOMERY COUNTY, WICOMICO COUNTY, WASHINGTON COUNTY AND FREDERICK COUNTY

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- e. Montgomery County \$ 196,600 (J)
- f. Wicomico County \$ 145,200 (K)
- g. Frederick County \$ 137,800 (L)
- h. Washington County \$ 15,000 (M)

6. Value Per County of Maryland Non-Exempt Property (Including Real Property, Equipment, Fixtures And Leasehold Improvements):

- a. Baltimore City \$ 1,323,425 (N)
- b. Prince George's County
 - i) Real Property \$ 4,005,000 (O)
 - ii) Personal Property \$ 6,893,900 (P)
- c. Charles County \$ 83,200 (Q)
- d. Anne Arundel County \$ 164,400 (R)
- e. Montgomery County \$ 146,600 (S)
- f. Wicomico County \$ 90,200 (T)
- g. Frederick County \$ 85,800 (U)
- h. Washington County \$ 0 (V)

7. Taxable Portion Per County of Debt (Rounded up to nearest \$500.00):

a. Baltimore City:

$$\$28,000,000.00 (A) \times \frac{\$ 1,323,425 (N)}{\$43,321,400 (B)} = \$868,000 (W)$$

b. Prince George's County:

i) Real Property:

$$\$28,000,000.00 (A) \times \frac{\$ 4,005,000 (O)}{\$43,321,400 (B)} = \$2,576,000 (X)$$

ii) Personal Property:

$$\$28,000,000.00 (A) \times \frac{\$ 6,893,900 (P)}{\$43,321,400 (B)} = \$4,452,000 (Y)$$

c. Charles County:

$$\$28,000,000.00 \text{ (A)} \times \frac{\$83,200 \text{ (Q)}}{\$43,321,400 \text{ (B)}} = \$56,000 \text{ (Z)}$$

d. Anne Arundel County:

$$\$28,000,000.00 \text{ (A)} \times \frac{\$164,400 \text{ (R)}}{\$43,321,400 \text{ (B)}} = \$112,000 \text{ (AA)}$$

e. Montgomery County:

$$\$28,000,000.00 \text{ (A)} \times \frac{\$146,600 \text{ (S)}}{\$43,321,400 \text{ (B)}} = \$84,000 \text{ (BB)}$$

f. Wicomico County:

$$\$28,000,000.00 \text{ (A)} \times \frac{\$90,200 \text{ (T)}}{\$43,321,400 \text{ (B)}} = \$56,000 \text{ (CC)}$$

g. Frederick County:

$$\$28,000,000.00 \text{ (A)} \times \frac{\$85,800 \text{ (U)}}{\$43,321,400 \text{ (B)}} = \$56,000 \text{ (DD)}$$

h. Washington County:

$$\$28,000,000.00 \text{ (A)} \times \frac{\$0 \text{ (V)}}{\$43,321,400 \text{ (B)}} = \$0 \text{ (EE)}$$

8. Calculation of Tax Due Per County:

a. Baltimore City (Recordation Tax):

$$\$868,000 \text{ (W)} \times \$2.75/\$500 = \$4,774.00$$

b. Prince George's County:

i) Recordation Tax:

Real Property

$$\$2,576,000 \text{ (X)} \times \$2.20/\$500 = \$11,334.40$$

Personal Property

$$\$4,452,000 \text{ (Y)} \times \$2.20/\$500 = \$19,588.80$$

ii) Transfer Tax (Real Property)

$$\$2,576,000 \text{ (X)} \times .015 = \$38,640.00$$

543 377

- c. Charles County (Recordation Tax):
\$56,000 (Z) x \$3.30/\$500 = \$369.60
- d. Anne Arundel County (Recordation Tax):
\$112,000 (AA) x \$3.50/\$500 = \$784.00
- e. Montgomery County (Recordation Tax):
\$84,000 (BB) x \$2.20/\$500 = \$369.60
- f. Wicomico County (Recordation Tax):
\$56,000 (CC) x \$2.00/\$500 = \$224.00
- g. Frederick County (Recordation Tax):
\$56,000 (DD) x \$3.30/\$500 = \$369.60
- h. Washington County (Recordation Tax):
\$ 0 (EE) x \$2.20/\$500 = \$ 0

This certificate was prepared pursuant to the provisions of Section 12-105(a) Tax-Property Article, Annotated Code of Maryland and The First National Bank of Maryland and the Clerks of the Circuit Courts of Baltimore City, Prince George's County, Charles County, Anne Arundel County, Montgomery County, Wicomico County, Washington County and Frederick County may rely upon this certification for purposes of computing taxes payable upon the filing of the attached Deed of Trust, Leasehold Deed of Trust and financing statements.

MURRY'S, INC., A Delaware Corporation

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S ACQ., INC., A Delaware Corporation

By: David Luftig (SEAL)
David Luftig, Secretary

Date: July 7, 1989

THE MENDELSON HOLDING COMPANY,
LTD., A Delaware Corporation

By: David Luftig (SEAL)
David Luftig, Secretary

Date: July 7, 1989

MURRY'S OF NEW YORK, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF MASSACHUSETTS, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF NEW JERSEY, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

M.I.D.A., INCORPORATED

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF DELAWARE, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF NORTH CAROLINA, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF MARYLAND, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF OHIO, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF CONNECTICUT, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

543 FILE 380

MURRY'S EXPORT CO., INC.

By: David Luftig (SEAL)
David Luftig,
Vice President

Date: July 7, 1989

MURRY'S OF D.C., INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF VIRGINIA, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

MURRY'S OF PENNSYLVANIA, INC.

By: David Luftig (SEAL)
David Luftig, Senior
Vice President - Finance

Date: July 7, 1989

JT/DOC
M8326.RTC

Return to:
LAW OFFICES
GEBHARDT & SMITH
NINTH FLOOR
THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

7

277944

543 381

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

"Nobody Does It Better, Inc." T/A
"I Can't Believe It's Yogurt"

Name or Names—Print or Type
The Annapolis Market House
Annapolis, Anne Arundel County, Maryland 21401
Address—Street No., City - County State Zip Code

1. Debtor(s):

John Donovan, Susan Donovan
Name or Names—Print or Type
1029 Ashe Street, Davisonville, Anne Arundel County, MD 21035
Address—Street No., City - County State Zip Code

2. Secured Party:

Charles M. Carlson, II and Mary H. Carlson
Name or Names—Print or Type
P.O. Box 285, Annapolis, Anne Arundel County, Annapolis, MD 21404
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory.

All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases.

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

The Annapolis Market House
Annapolis, Maryland 21401

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 14.00

POSTAGE .50

#614260 C345 R01 T11:15

07/12/89

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):
NOBODY DOES IT BETTER, INC.

SECURED PARTY:

John B. Donovan Pres
(Signature of Debtor)
By: John B. Donovan, President
John B. Donovan
John B. Donovan Type or Print
Susan R. Donovan 6/28/89
(Signature of Debtor)
Susan Donovan
Type or Print

Mary H. Carlson
(Company, if applicable)
Mary H. Carlson
Charles M. Carlson, II
(Signature of Secured Party)
Charles M. Carlson, II
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 Bernstein & Feldman, P.A., 79 West Street, Annapolis, MD 21401

CDF/05-22-87
9794X
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

277915

543 382

| | |
|----------------------------------------|----------------------------|
| To be recorded | Not subject to recordation |
| (1) in the Land Records | tax |
| of <u>Anne Arundel</u> County; | |
| (2) in the Financing Statement | Principal amount is |
| Records of <u>Anne Arundel</u> County; | \$ <u>100,000.00</u> |
| and | |
| (3) in the Financing Statement | |
| Records of <u>Anne Arundel</u> County | |

DT

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

- | | |
|----------------------------|------------------------------------|
| 1. Debtor: | Mailing Address of Debtor: |
| <u>Eugene M. Zoglio</u> | <u>760 South River Landing Rd.</u> |
| <u>Paulette T. Zoglio</u> | <u>Edgewater, MD 21037</u> |
| 2. Secured Party: | Address of Secured Party: |
| STERLING BANK & TRUST CO., | Suite 201 |
| a bank and trust company | 111 East Water Street |
| organized and existing | Baltimore, Maryland 21202 |
| under the law of Maryland, | |

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, 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,

1800
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CDF/05-22-87
9794X
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

543 BE383

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. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

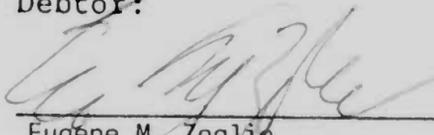
4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

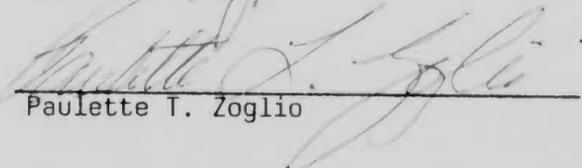
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in 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 \$100,000.00. 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:


Eugene M. Zoglio


Paulette T. Zoglio

Date: _____, 198__

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

CDF/05-22-87
9794X
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

543 384

FINANCING STATEMENT

by

Eugene M. Zoglio & Paulette T. Zoglio Debtor

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT A-LEGAL DESCRIPTION

543 385

Unit 760, "Section VII, SOUTH RIVER LANDING, A CONDOMINIUM", as per plat thereof recorded in Plat Book E-28 at Plat 32 of the Land Records of Anne Arundel County, Maryland.

Mail to ~~Sterling Bank~~
& ~~Trust Co.~~

Enterprise Title & Escrow
9500 Annapolis Rd A-4
Lanham, Md 20706

JCW/FRIEND2-14
07/07/89/jjo/vmr

INDEMNITY FINANCING STATEMENT

543 386

277946

To be filed among the Financing Statement Records of Anne Arundel County.

This Financing Statement evidences and publicizes the lien and provisions of a certain Indemnity Deed of Trust and Security Agreement of even date herewith (the "Deed of Trust") securing a Guaranty by **FRIENDSHIP BUSINESS CENTER LIMITED PARTNERSHIP** ("Indemnitor"), which Guaranty was given to guarantee a loan from the Secured Party named herein to Edward A. St. John in the principal amount of \$2,800,000.00. No recordation taxes were due or payable upon the recordation of the Deed of Trust in the Land Records of Anne Arundel County, Maryland.

NAME OF INDEMNITOR

FRIENDSHIP BUSINESS CENTER LIMITED PARTNERSHIP,
a Maryland limited partnership

ADDRESS OF INDEMNITOR

5720 Executive Drive
Baltimore, Maryland 21228-1789

NAME OF SECURED PARTY:

THE MANUFACTURERS LIFE
INSURANCE COMPANY

ADDRESS OF SECURED PARTY:

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

DS
RECORD FEE 18.00
POSTAGE .50
#15220 0345 R01 715433

07/12/89

1. This Financing Statement covers the following items of property:
 - A. All personal property, construction materials, chattels, fixtures and equipment now or at any time hereafter owned by Indemnitor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens,

[Handwritten signature]

storm windows, doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods, fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.

- B. Proceeds of the above described collateral.
 - C. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; all present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, options, permits, public works agreements, bonds, deposits, payments, refunds, return of premiums, charges and fees thereunder relating or appertaining to the real property encumbered by the Deed of Trust, including also (i) all books, records, contracts, surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises encumbered by the Deed of Trust, and (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Deed of Trust hereinafter mentioned, and (iii) all right, title and interest of Indemnitor as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Indemnity Assignment of Lessor's Interest in Leases and Guarantees executed and dated of even date herewith.
 - D. Any and all awards or payments, including interest thereon and the right to receive the same, which may be made with respect to the the real property encumbered by the Deed of Trust, or any improvements thereon, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon, and the attorneys' fees, costs, and disbursements incurred in connection with the collection of any such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, situate at 7500-7502 Connelly Drive and 2605 Dorsey Road, Anne Arundel County, Maryland as more fully described in Schedule A attached hereto and in the Indemnity Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Indemnity Deed of Trust and Security Agreement and the aforesaid Indemnity Assignment of Lessor's Interest in Leases and Guarantees constituting the Security Agreement to this secured transaction.

Dated: July 12, 1989

WITNESS:

FRIENDSHIP BUSINESS CENTER
LIMITED PARTNERSHIP,
a Maryland limited partnership

By: Friendship Business Center
a Maryland partnership
General Partner



By: 
Edward A. St. John
Partner

SCHEDULE A

543 REC 389

7500 and 7502 CONNELLEY DRIVE
2605 DORSEY ROAD

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

BEGINNING for the same at point No. 4 on the west side of Connelley Drive in the line dividing Lot 1R-A and the area reserved for storm water management, as shown on the Plat of "Resubdivision of Lots 1-R and 22-R B.W.I. Commerce Park" recorded among the Land Records of Anne Arundel County in Plat Book No. 108, page 1, thence binding on the westerly side of Connelley Drive by the two following lines respectively, viz: by a line curving to the right with a radius of 350.00 feet for a distance of 139.41 feet (the chord of said curving line bearing South 7 degrees 47 minutes 30 seconds West 138.49 feet) to Point No. 5 as shown on said Plat and South 19 degrees 12 minutes 08 seconds West 283.28 feet to Point No. 6 as shown thereon; thence leaving Connelley Drive and running with and binding on the line dividing Lot 22R-A and Lot 21-R North 70 degrees 47 minutes 52 seconds West 371.34 feet to Point No. 7 as shown on said Plat; thence running with and binding on the lines dividing Lot 22R-A from the Jeremiah M. Brandt and the Michael W. Andrew properties, as shown on said Plat, by the two following courses and distances respectively, viz: North 4 degrees 03 minutes 10 seconds West 218.32 feet and North 18 degrees 41 minutes 20 seconds West 131.75 feet to Point No. 9 on the southeast side of Dorsey Road, as widened; thence binding on said Dorsey Road, as widened, by the two following lines respectively, viz: by a line curving to the right with a radius of 1360.00 feet for a distance of 193.30 feet (the chord of said curving line bearing North 72 degrees 52 minutes 42 seconds East 193.14 feet) to Point No. 10 and North 76 degrees 57 minutes 00 seconds East 35.28 feet to Point No. 11 and Parcel "A", a private road there situate and shown on "Plat One B.W.I. Commerce Park" recorded among the aforesaid Land Records in Plat Book No. 93, page 12; thence leaving the Dorsey Road and binding on said Parcel "A" by the three following courses and distances respectively, viz: South 13 degrees 03 minutes 00 seconds East 40.00 feet to Point No. 12, North 76 degrees 57 minutes 00 seconds East 40.00 feet to Point No. 14 and North 13 degrees 03 minutes 00 seconds West 40.00 feet to Point No. 15 on the aforementioned southeast side of the Dorsey Road, as widened; thence binding thereon North 76 degrees 57 minutes 00 seconds East 56.13 feet to Point No. 1; thence leaving the Dorsey Road and running with and binding on the lines dividing the abovementioned area reserved for storm water management from Lot 1R-A by the three following courses and distances respectively, viz: South 13 degrees 03 minutes 00 seconds East 64.98 feet to Point No. 2, South 59 degrees 50 minutes 36 seconds East 171.27 feet to Point No. 3 and North 86 degrees 23 minutes 53 seconds East 45.01 feet to the place of beginning.

CONTAINING 4.363 acres of 190,064 square feet of land more or less.

BEING Lot 1R-A as shown on the Plat of the "Resubdivision of Lots 1-R and 22-R B.W.I. Commerce Park" and Lots 22R-B and 22R-C as shown on the Plat of the "Resubdivision of Lot 22R-A B.W.I. Commerce Park" respectively recorded among the Land Records of Anne Arundel County in Plat Book No. 108, page 1 and Plat Book 110, page 37.

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

543 PAGE 390

277917

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ _____

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

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

1. DEBTOR

Name James Jackson, Sr.

Address 1283 Bacon Ridge Road Crownsville, Maryland 21032

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address 41 Defense Highway

Annapolis, Maryland 21401

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

3. Maturity date of obligation (if any) _____

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

1 - New - Model TD7-G Dresser Diesel Crawler Tractor w/ROPS Canopy and
6-way dozer blade S/N 5186.

RECORD FEE 11.00

POSTAGE .50

4615000 0777 R01 T15423

07/12/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

ASSIGNEE:

Dresser Credit Corp.
3201 N. Wolf Road
Franklin Park, Ill. 66131

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James Jackson, Sr.
(Signature of Debtor)

James Jackson, Sr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glades L. Baldwin Sec'y/Treas. Chem.
(Signature of Secured Party)

Baldwin Service Center, Inc.
Type or Print Above Signature on Above Line

543 391
STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 277048

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

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

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

This financing statement Dated 7/06/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PIER-SOL, INC.
Address 4010 NORTH POINT BOULEVARD, BALTIMORE, MD 21222

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061
RECORD FEE 11.00
POSTAGE .50

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

3. Maturity date of obligation (if any) JULY 6, 1990

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

All of the borrowers accounts, including, but not limited to, all notes, notes receivables, drafts, acceptances and similar instruments and documents both now owned, or hereafter acquired receivables including those invoiced or billed together with a) all cash and non-cash proceeds thereof, and b) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall rise to an account and all cash and non-cash proceeds and products of all such goods.
All inventory, equipment, instruments, documents, chattel paper, other rights to payment, general intangibles and all assets of the corporation.

CHECK THE LINES WHICH APPLY

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

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

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)
PIER-SOL, INC.

BY: George C. Pierpont
(Signature of Debtor)

GEORGE C. PIERPONT, PRESIDENT

Type or Print Above Name on Above Line

BY: Michael F. Pierpont
(Signature of Debtor)

MICHAEL F. PIERPONT, VICE PRESIDENT

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

X Stephen G. Boyd
(Signature of Secured Party)

STEPHEN G. BOYD, SENIOR VICE PRESIDENT

Type or Print Above Signature on Above Line

11/50

543 392

277919

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. | | No. of Additional Sheets Presented |
| (1) Debtor(s) (Last Name First) and Address(es): James Hawkins T/A Hawkins Trucking Co. 3545 Foxhall Dr Davidsonville, MD 21035 M-35003-1 | (2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237 | |
| (3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5). | (4) Assignee(s) of Secured Party, Address(es): | For Filing Officer RECORD FEE 12.00 POSTAGE .50 #615030 0777 R01 T15#11 07/12/81 |

(5) This Financing Statement Covers the Following types [or items] of property.
One (1) New Caterpillar Model #943 Track Loader S/N 19Z01263

NOT SUBJECT TO RECORDATION TAX

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Products of the Collateral Are Also Covered.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (6) Signatures: Debtor(s) James Hawkins T/A Hawkins Trucking Co. (By) <u>James E Hawkins</u> - Owner Standard Form Approved by N.C. Sec. of State and other states shown above. (1) Filing Officer Copy - Numerical | Secured Party(ies) (or Assignees) <u>Alban Tractor Co., Inc.</u> (By) <u>[Signature]</u> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

UCC-1

513 - 393

277950

OUR PARTICULAR STATE

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|------------------------------------|
| This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. | | No. of Additional Sheets Presented |
| (1) Debtor(s) (Last Name First) and Address(es): J & A Builders, Inc. 116 Defense Highway Suite 102 Annapolis, MD 210401 M-35150-1 | (2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237 | |

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------------------------------------------------------|
| (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 #615010 0777 R01 T15:16 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------------------------------------------------------|

(5) This Financing Statement Covers the Following types [or items] of property.
One (1) Caterpillar Model #CP433B Soil Compactor S/N 6PD00050

07/12/89
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

Products of the Collateral Are Also Covered. NOT SUBJECT TO RECORDATION TAX

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (6) Signatures: Debtor(s) J & A Builders, Inc. Joseph W. Carter - President (By) <i>Joseph W. Carter</i> Standard Form Approved by N.C. Sec. of State and other states shown above. | Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <i>Alban Tractor Co., Inc.</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(1) Filing Officer Copy - Numerical

UCC-1

277951

543 394

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

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):
Robert Harris
7997 Nolecrest Road
Glen Burnie, MD 21061
M-34208

(2) Secured Party(ies) (Name(s) And Address(es):
Alban Tractor Co., Inc.
P. O. Box 9595
Baltimore, MD 21237

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

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

For Filing Officer

RECORD FEE 11.00

POSTAGE .50

#614980 0777 R01 T15#14

07/12/89

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

One (1) Used Caterpillar Model #953LGP Track Type Loader S/N 5Z379

MD

NOT SUBJECT TO RECORDATION TAX

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Robert Harris

(By)

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

Alban Tractor Co., Inc.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State

Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

PARTIES

Debtor name (last name first if individual) and mailing address:

ZARATE CARMEN E.
5 FAIRVIEW STREET
LAUREL MD 20707

Debtor name (last name first if individual) and mailing address:

5 FAIRVIEW STREET
LAUREL MD 20707

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

BRYANT & BRYANT
3262 SUPERIOR LANE #245
BOWIE, MD 20715

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

BRYANT & BRYANT

[Signature]
4

STANDARD FORM - FORM UCC-1 (1-1-89)
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

277352

543

RECORD FEE 11.00

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County
- real estate records of _____ County

#812970 0717 R01 T15#12

07/12/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

1980 COMMODORE GUARDIAN 14 X 65
SERIAL # 14641411202 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

ZARATE CARMEN E. *[Signature]*

1a

1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN, 55303
(612) 421-1713



543 396

NOT SUBJECT TO RECORDATION TAX

Financing Statement

PRINT OR TYPE ALL INFORMATION

277953

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

STATE CORPORATION COMMISSION UCC Div., Box 1197, Richmond, Va. 23209 LOCAL (CLERK OF Anne Arundel Co. _____)

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. DIVERSIFIED RETAIL GROUP, INC., a Maryland corporation trading as The Athlete's Foot, Jo-Ann's Nut House, Chez Chocolat, Chocolates Etc., Flair Graphics and Framing, Shoe-Man and Stride Rite, 601 Dover Road 180, Rockville Maryland 20850

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

- (X) ORIGINAL FINANCING STATEMENT The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
() CONTINUATION-ORIGINAL STILL EFFECTIVE
() AMENDMENT
() ASSIGNMENT
() PARTIAL RELEASE OF COLLATERAL
() TERMINATION

RECORD FEE 17.00

POSTAGE .50

#A14930 0777 R01 T15#09

DJ

07/12/89

H. ERLE SCHAFER
AA DD. CIRCUIT COURT

Name & address of Secured Party
SOVRAN BANK, N.A.
3401 Columbia Pike - 4th Floor
Arlington, VA 22204-4298
Attn: Barbara N. Greenwald

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered [checked]
Products of collateral are covered [checked]

Description of collateral covered by original financing statement

See Schedules "A" and "B" attached hereto and incorporated herein by reference.

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:
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Schedule B attached

Signature of Debtor if applicable (Date)
DIVERSIFIED RETAIL GROUP, INC.
BY: [Signature] ITS

Signature of Secured Party if applicable (Date)
SOVRAN BANK, N.A.
BY: [Signature] ITS

24-0113 (7) Leonard A. Briskman, President Barbara N. Greenwald, Vice President
White-Original • Canary-Acknowledgement Copy • Pink-Bank Copy

DIVERSIFIED RETAIL GROUP, INC. (DRGI)

SCHEDULE "A"

543 397

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 its 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 and returned and/or repossessed inventory (collectively "Inventory");

TOGETHER with 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 its 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"); and

TOGETHER with all of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used or held for sale or lease in its business, and all increases, substitutions, replacements and additions to any of the foregoing, of every type, including cash and non-cash proceeds;

a. all property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this Financing Statement;

b. all proceeds thereof of every type, including cash and non-cash proceeds;

c. all increases, substitutions, replacements, additions and accessions thereto;

d. all of the Debtor's right, title and interest in and to all life insurance policies on Leonard A. Briskman, and all payments thereunder, the cash value thereof, and any unearned premiums thereon, to the extent of any indebtedness of the Debtor outstanding hereunder from time to time.

DIVERSIFIED RETAIL GROUP, INC. (DRGI) 543 398
SCHEDULE "B"

Anne Arundel County, Maryland

1. DRGI d/b/a
Flair Graphics
Fashion Festival Center
167-D Jennifer Road
Annapolis, Md. 21401

543-399

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) Crofton Automotive 1047 Route 3, North B-5 Gambrills, MD 21054 | 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 |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|

4. This statement refers to original Financing Statement bearing File No. 31463 504
 Filed with Anne Arundel Date Filed 10-22 19 86 07/12/89

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is being continued.
- 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 has been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

By: 1030
 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

STATE OF MARYLAND

543 PAGE 400

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257682

RECORDED IN LIBER 487 FOLIO 440 ON 07/30/85 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 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.

8. Maturity date of obligation (if any)

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

RECORD FEE 10.00
POSTAGE .50
#615290 C345 R01 T15:44
07/12/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated June 28, 1989

Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson - Senior Vice President
Type or Print Above Name on Above Line

FILED IN ANNE ARUNDEL COUNTY

1147

156

VEWMECH

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
 THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263026

RECORDED IN LIBER 501 FOLIO 202 ON 07/29/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
 Address The Steffey Bldg., Ste.200-B, 407 Crain Highway Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Assn.
 Address 7711 Quarterfield Road Glen Burnie, Md. 21061

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

3. Maturity date of obligation (if any)

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

RECORD FEE 10.00
 POSTAGE .50
 #615300 0345 R01 T15:44
 07/12/89
 H. WILE SENATOR
 AA CO. CIRCUIT COURT

Dated June 28, 1989

Susan L. Thompson
 (Signature of Secured Party)
 Susan L. Thompson - Senior Vice President
 Type or Print Above Name on Above Line

FILED IN ANNE ARUNDEL COUNTY

158

ASULKIT

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264821

RECORDED IN LIBER 505 FOLIO 224 ON 11/25/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
Address The Steffey Bldg., Ste.200-B, 407 Crain Highway Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Assn.
Address 7711 Quartfield Road Glen Burnie, Md. 21061

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

8. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50

#615310 0345 R01 T15:45

07/12/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated June 28, 1989

Susan L. Thompson
(Signature of Secured Party)

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

FILED IN ANNE ARUNDEL COUNTY

BIOMEDI

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1224

STATE OF MARYLAND

513 403

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268601

RECORDED IN LIBER 514 FOLIO 469 ON 07/15/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
Address The Steffey Bldg., Ste.200-B, 407 Crain Highway Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Assn.
Address 7711 Quarterfield Road Glen Burnie, Md. 21061

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#615320 C345 R03 T15445
7/12/89

H. EIRLE SCHAFER
AA CO. CIRCUIT COURT

Dated June 28, 1989

Susan L. Thompson
(Signature of Secured Party)

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

FILED IN ANNE ARUNDEL COUNTY

WASHMIL3

277954

543 P. 404

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: HOMELAND DEVELOPMENT COMPANY
a Maryland General Partnership

Address:
c/o Mr. Joseph DiRenzo
821 West Benfield Road
Suite 7
Severna Park, Maryland 21146

2. Secured Party: SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: Marion J. Minker, Jr.

DJ

3. This Financing Statement covers:

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

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

14-50

right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of the property into office or retail condominium units.

4. The aforesaid items covered by this Financing Statement are included as security for repayment of the Consolidated Deed of Trust Promissory Note in the amount of \$2,323,000.00 executed even date herewith between the Secured Party and the Debtor, secured by the Deed of Trust dated December 20, 1988, as Modified by the Deed of Trust Modification and Consolidation of Deed of Trust Agreement of even date, recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland**.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor: HOMELAND DEVELOPMENT COMPANY

BY: J. DiRenzo (SEAL)
Joseph DiRenzo
Authorized General Partner

Dated: 6/23/87

S42864ms.fin

EXHIBIT "A"

513 406

BEING KNOWN AND DESIGNATED as Lots 45, 46, 47, 48, 49, 51, 52 and 53, as shown on a plat entitled "Revised Plat of the W.H. PHIBBONS SUBDIVISION", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 11, folio 1.

SAVING AND EXCEPTING THEREFROM, all that portion of the aforesaid Lot 45 conveyed by Deed to the State of Maryland, to the use of the State Highway Administration, dated November 13, 1972, and recorded among the Land Records of Anne Arundel County in Liber 2545, folio 16.

s42864ms.exa

Please Return to:

BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.
BOX 868
ANNAPOLIS, MARYLAND 21404-0868

Attn: David S. Bruce

INDEMNITY FINANCING STATEMENT

1. Names of Indemnitors: PASQUALE DIDONATO
Addresses: ANGELINA DIDONATO
P.O. Box 142
Chester, Maryland 21619

2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Industries Group
Construction Finance Section
10 Light Street, 19th Floor
Baltimore, Maryland 21202

RECORD FEE 22.00
POSTAGE .50
#515600 0777 R01 T10:47
07/13/89

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

H. ERLE SCHAFER
CIRCUIT COURT

(a) The interest of the Indemnitors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Indemnity Deed of Trust dated July 12, 1989, from the Indemnitors to the Secured Party (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.

BL
CLERK

(b) All accounts receivable in respect of any and all leases and subleases or contracts of sale executed by the Indemnitors 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, all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys, permits, utility authorizations and development rights.

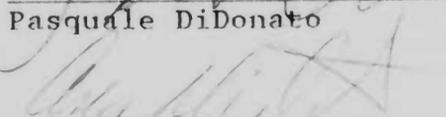
4. Proceeds and products of all collateral are covered.

NOT SUBJECT TO RECORDATION TAX

275 50

Indemnitors:

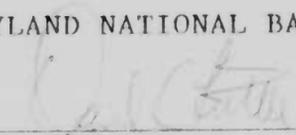


Pasquale DiDonato


Angelina DiDonato

Secured Party:

MARYLAND NATIONAL BANK

By 

David C. Little
Real Estate Banking Officer

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

PLEASE RECORD AS FOLLOWS:

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

PROPERTY DESCRIPTION

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

BEGINNING for the same at an iron pipe set at the intersection of the north side of the County Road known as White Avenue with the west side of the Governor Ritchie Highway; thence from the point of beginning so fixed and with the north side of White Avenue North 73° 12' 40" West - 192.25 feet to an iron pipe previously set which marks the end of the first line of that conveyance from Vernon White and wife to Henry Fox and wife by deed dated August 25, 1962, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber EGO 1589, folio 509; thence leaving the aforesaid side of White Avenue and with the second line of the aforesaid conveyance to Fox North 27° 39' West - 159.45 feet to an iron pipe previously set; thence with the third line of the aforesaid conveyance to Fox as now corrected North 36° 39' 10" West - 311.60 feet to an iron pipe previously set; thence North 27° 01' 00" East - 182.61 feet to a pipe found which marks the end of the fourth line of that conveyance from Vernon White to Henry Fox; said point also marks the beginning of the North 18° 18' West - 144.00 foot line of that conveyance from James Albert White and wife to Phillip I. White and wife, by Deed dated February 25, 1950 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH 563, folio 147; thence with a part of the aforesaid line North 18° 18' West - 15.01 feet to a pipe set; thence leaving said line South 61° 08' 20" East - 53.53 feet to an iron pipe set on the west side of the Governor Ritchie Highway; thence with said side of said Highway South 28° 04' 50" East - 677.60 feet to the point of beginning.

SUBJECT to a twenty (20) foot right of way along the North 27° 01' East - 182.61 foot line of this conveyance and being more particularly described in that deed of right of way from Vernon White, et al. to Phillip I. White, dated December 22, 1958, and recorded among the Land Records of Anne Arundel County, in Liber GTC 1263, folio 554.

BEING the same property which by Deed dated February 15, 1977, and recorded among the Land Records of Anne Arundel County in Liber 2939, folio 701, was granted and conveyed unto the said PASQUALE DiDONATO and ANGELINA DiDONATO, his wife, by SUN OIL COMPANY OF PENNSYLVANIA, a Pennsylvania Corporation.

PROPERTY DESCRIPTION

SAVING AND EXCEPTING THEREFROM all that parcel of land conveyed by Pasquale DiDonato, et al., to Anne Arundel County, Maryland, by Deed dated April 19, 1979, recorded among the Land Records of Anne Arundel County in Liber 3197, folio 855, said property being more particularly described as follows:

VARIABLE WIDTH WIDENING STRIP

BEING all of that variable width widening strip running adjacent to and contiguous with the northernmost side of White Road and more particularly described as follows:

BEGINNING for the same at a point on the northernmost side of White Road (30' wide) at the southwestmost corner on the plat of DiDonato Commercial Complex filed among the Plat Records of Anne Arundel County, Maryland in Plat Book 70, page 18;

THENCE running with the westerly boundary of the property and a 15' widening strip;

(1) N 34° 47' 45" W 21.01' to a point,

THENCE running through the DiDonato property and parallel to White road right-of-way;

(2) S 80° 21' 25" E 120.71' thence running with a variable width widening strip,

(3) N 32° 14' 51" E 55.39' to a point in Governor Ritchie Highway (a 150' right-of-way),

THENCE with said right-of-way;

(4) S 35° 08' 53" E 93.19' to a point,

THENCE with White road right-of-way,

(5) N 80° 21' 25" W 192.95 feet to the point of beginning.

Containing 0.1087 acres of land.

ALSO SAVING AND EXCEPTING THEREFROM all that parcel of land conveyed by Pasquale DiDonato and Angelina DiDonato, his wife, to Anne Arundel County, Maryland, by Quit Claim Deed dated April 19, 1979, recorded among the Land Records of Anne Arundel County in Liber 3197, folio 859, said property being more particularly described as follows:

PROPERTY DESCRIPTION

ALL that strip or parcel of land thirty (30) feet wide being and comprising the following described roadbed adjacent to and abutting the DiDonato Commercial Complex located at the intersection of White Road and Governor Ritchie Highway, and being more particularly described as follows:

WHITE ROAD

THAT section of White Road, 30 Feet Wide, running from the southwestmost right-of-way line of Governor Ritchie Highway, Maryland Route 2, in a northwesterly direction for a distance of 195 feet, more or less, to a point of ending at the southwestmost boundary line of the plat of the DiDonato Commercial Complex.

ALL as shown on the plat entitled DiDonato Commercial Complex, Plat 1 of 1, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 70, page 18.

543-412
UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. 270190

10-9-87
1. Debtor: Cromwell Fountain Associates et al
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

ts2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910
GK

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 202 (Building 3) as shown on the Plats entitled "Phase 18, Building 3, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-41, pages 19 through 23, inclusive, Plats No. E-2019 through E-2023, inclusive.

Dated: 6/8/89 FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(070-89)

1050

1050



UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORDING FEE 10.00
POSTAGE .50
RECORDING AND NOT 12.00
TOTAL 22.50
MAY 15 1989
M.D. TITLE CO.

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING ALSO KNOWN AND DESIGNATED as Unit 201 (Building 3) as shown on the Plats entitled "Phase 18, Building 3, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-41, pages 19 through 23, inclusive, Plat Nos. E-2019 through E-2023, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 201 (building 1) as shown on the Plats entitled "Phase 20 Building 1, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, page 49, through 50, inclusive, and in Condominium Plat Book E-41, pages 1 through 3, inclusive, Plat Nos. E-1999 through E-2003, inclusive.

Dated: 6/8/89

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

10³³

- () SDAT
- () Land Records
- (X) Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(058/89-087/89)

543 415

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

THIRD CLASS PERMIT NO. 100
POSTAGE .50
RETURN TO: 8401 COLESVILLE ROAD
SILVER SPRING, MD 20910
FIRST AMERICAN BANK OF MARYLAND

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 204 (Building 1) as shown on the Plats entitled "Phase 20, Building 1, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 49 through 50, inclusive, and in Plat Book E-41, pages 1 through 3, inclusive, at Plat Nos. E-1999 through E-2003, inclusive.

Dated: June 12, 1989

FIRST AMERICAN BANK OF MARYLAND

By: *Scott C. Nicholson*
Scott C. Nicholson
Assistant Vice President

FILE IN:

- SDAT
 Land Records
 Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(100-89)

10 50

10.50



543 416

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

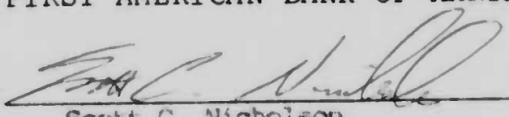
CK

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 304 (Building 1) as shown on the Plats entitled "Phase 20, Building 1, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 49 through 50, inclusive, and in Plat Book E-41, pages 1 through 3, inclusive, at Plat Nos. E-1999 through E-2003, inclusive.

Dated: June 12, 1989

FIRST AMERICAN BANK OF MARYLAND

By: 

Scott C. Nicholson
Assistant Vice President

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(068-89)

10.50

543 417

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

CK

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING ALSO KNOWN AND DESIGNATED as Unit 202 (Building 4) as shown on the Plats entitled "Phase 17, Building 4, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-41, pages 36 through 40, inclusive, Plat Nos. E-2036 through E-2040, inclusive.

Dated: June 12, 1989

FIRST AMERICAN BANK OF MARYLAND

By: _____

Scott C. Nicholson
Assistant Vice President

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(075-89)

10.50

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

CK

ts2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 102 (Building 1) as shown on the Plats entitled "Phase 20, Building 1, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 49 through 50, inclusive, and Plat Book E-41, pages 1 through 3, inclusive, at Plat Nos. E-1999 through E-2003, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 101 (Building 16) as shown on the Plats entitled "Phase 7, Building 16, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 16 through 20, inclusive, Plats No. E-1966 through E-1970, inclusive.

Dated: 6/29/89

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- SDAT
- Land Records
- Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(063-89 | 069-89)

10-50

10-50



UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORDED
INDEXED
FEE
20.00
1.50
12/2/89
CK

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 101 (Building 1) as shown on the Plats entitled "Phase 20, Building 1, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 49 through 50, inclusive, and in Plat Book E-41, pages 1 through 3, inclusive, at Plat Nos. E-1999 through E-2003, inclusive.

Dated: 6/29/89 FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(059-89)

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A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506
ID No. 211876 3-3-83

Eagle Development Corporation
Name or Names - Print or Type
1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

Provident Bank of Maryland
Name or Names - Print or Type
2. Secured Party 114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot Nos. 19 and 20 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: May 31, 1985

PROVIDENT BANK OF MARYLAND

[Signature]

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(88-772/88-603)

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. _____

Page No. 506

Eagle Development Corporation
Name or Names - Print or Type
1. Debtor(s)
P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

Provident Bank of Maryland
Name or Names - Print or Type
2. Secured Party
114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot Nos. Seventy-Nine (79) as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: June 8, 1989

PROVIDENT BANK OF MARYLAND

Alex J. Tuggenbitt

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(88-939)

1000

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. _____

Page No. 506

Eagle Development Corporation
Name or Names - Print or Type
1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

Provident Bank of Maryland
Name or Names - Print or Type
2. Secured Party 114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

CK FILE NUMBER

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

BEING KNOWN AND DESIGNATED as Lot Nos. (LOT70) as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: June 13, 1987

PROVIDENT BANK OF MARYLAND

Alex J. Suggs

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
88-608

1000

10,50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. _____

Page No. 506

1. Debtor(s) Eagle Development Corporation
Name or Names - Print or Type
P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot Nos. Twenty-Six (26) as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: June 19, 1989

PROVIDENT BANK OF MARYLAND

Alan J. Duggan

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(040-89)

10 00

10,50

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506
ID No. _____

Eagle Development Corporation
Name or Names - Print or Type
1. Debtor(s)
P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

Provident Bank of Maryland
Name or Names - Print or Type
2. Secured Party
114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____ CK

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot Nos. 11 & 17 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: July 5, 1988 PROVIDENT BANK OF MARYLAND
Alan J. Thompson

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061

10 30
10,00



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

11-27-87

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267
ID No. 270735

William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot Nos. 33, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: June 13, 1989
MERCANTILE MORTGAGE CORPORATION
Paul W. Parker

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Paul A. Stuart, J.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(011-89)

10 30

10.30

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267

ID No. 270735

William J. Wroten
Jean L. Wroten

Name or Names - Print or Type

1. Debtor(s)

P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party

Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot Nos. 17, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: _____



MERCANTILE MORTGAGE CORPORATION

Paul W. Parker



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stark, V.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(008-89)

10⁰⁰ 50

10.50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267
ID No. 270735

William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot Nos. (lot 18), as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: 6/29/89



Paul W. Park



Paul A. Stuart, Vice President

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
053-89

10.50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267
ID No. 270735

1. Debtor(s) William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot Nos. 49, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: June 19, 1989



MERCANTILE MORTGAGE CORPORATION

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

[Signature]



Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(042-89)

1000 SD
1060

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 370
ID No. 2714062 127-88

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

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

3. Maturity Date (if any) _____

Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot(s) Numbered Eighteen (18), as shown on the plats entitled "Amended Plats of Westwood Manor" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 109, pages 30 and 31.

Dated: June 19, 1989 MERCANTILE MORTGAGE CORPORATION
Paul W. Parks
MERCANTILE MORTGAGE CORPORATION
INCORPORATED
1972
MARYLAND

MERCANTILE-SAFE DEPOSIT AND TRUST
Paul W. Parks

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(043-89)



1000

TO BE FILED WITH
ANNE ARUNDEL COUNTY
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

543 430

FINANCING STATEMENT

277957

1. Name & Address of Debtor: Thomas A. Vana
Cathy A. Vana
732 Oak Grove Circle
Severna Park, Maryland 21146

2. Name & Address of Secured Party: Severn Savings Bank, FSB
1726 West Street
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:
 - (a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 732 Oak Grove Circle, Severna Park, Maryland 21146, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 732 Oak Grove Circle, Severna Park, Maryland 21146, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.
 - (b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:

Thomas A. Vana, Jr.
THOMAS A. VANA, JR.

Cathy A. Vana
CATHY A. VANA

Secured Party:

SEVERN SAVINGS BANK, FSB

By:

Alan J. Hyatt
Alan J. Hyatt, President

RECORD FEE 12.00
POSTAGE .50
#615820 0237 R01 T15:05
07/13/89



12



Financing Statement

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

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

Record: [] Land } Liber 499 Folio 408 File # 262521
[X] Financing Statement

Recorded at Anne Arundel Date of Financing Statement July 1, 1986

Name Address
1. Debtor(s) (or assignor(s)) No. Street City State
Brown's Reistertown Motors, Inc.
T/A Brown's Acura 3510 Ft. Meade Road, Laurel, MD 20707

2. Secured Party 12125 Veirs Mill Road Silver Spring, MD 20906
Sovran Bank/Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817

Check [X] The Lines Which Apply

- 3. [] A. Continuation. The original financing statement 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.
[X] B. 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.
[] C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address are shown in Item F below, Secured Party's rights under the financing statement bearing the File Number shown above.
[] D. Partial Release. The Secured Party releases the property hereinafter described in Item F, from the collateral described in the Financing Statement bearing the File Number shown above.
[] E. Amendment. The original Financing Statement referred to above is amended as set forth in Item F below. (Signature of debtor is required)
[] F.
[] G. I/we hereby certify under the penalties of perjury that additional taxable debt in the amount of \$ _____ has been incurred, and that recordation tax in the amount of \$ _____ was paid to _____ on or about _____.

RECORD FEE 10.00
POSTAGE .50
BALANCE DTTT NOS 712114
07/13/89
GK
SCHAFFER
COURT

Debtor(s)
Brown's Reistertown Motors, Inc.
T/A Brown's Acura
June 8, 1989 (Date)

Secured Party:
Sovran Bank/Maryland
By: Thomas S. Canter
Thomas S. Canter (Type Name)
Assistant Vice President (Title)

White - Filing Officer's Copy Canary - Debtor's Copy Pink - Bank's Copy

11550

543 432

MARYLAND FINANCING STATEMENT

277959

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

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

NFSL 3485

1. LESSEE Commerce Printing Corp. (Name or Names) 7513 Connelley Drive, Suite E, Hanover, Maryland 21076 (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 Northfield Federal Savings (Name or Names) 1844 E. Joppa Road Baltimore, Md. 21234 (Address)

4. This financing Statement covers the following types (or items) of property: 1-Sharp SF8100 Copier W/SF465ADF

RECORD FEE 11.00 POSTAGE .50 BALTIMORE CITY BUS 715415 07/13/89 NO FILE NUMBER NO ED. CIRCUIT CLERK

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

LESSEE Commerce Printing Corp. By: Ronald Kimery 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. Connolly Manager (Title) (Type or print name of person signing)

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

11/8

277960
MARYLAND FINANCING STATEMENT

FORM 543 FILE 433

(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 Chesapeake Building Supply Corporation
(Name or Names)
815 Central Avenue - Linthicum, Maryland 21090
(Address) NFSL 3487

LESSEE _____
(Name or Names)

(Address)

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

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

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

(1) Toshiba BD-5110 Copier

RECORD FEE 11.00
POSTAGE .50
BALTIMORE CITY REG 110.17
07/13/67
H. FILE NUMBER
40 LB. CIRCUIT COURT

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

BL
CLEP

LESSEE
Chesapeake Building Supply Corporation
By: Steven G. Doehring, President
STEVEN G. DOERING (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
Brian G. Connelly (Title)
(Type or print name of person signing)
Return to:

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

11/30

49.50

STATE OF MARYLAND

BOOK 543 PAGE 434

277961

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. \$ 5000

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

This financing statement Dated 6-29-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Henry Hiatt

Address 6441 Macrosse LN Caton Burnie MD 21041

2. SECURED PARTY

Name Blazer Financial Services

Address 3537 Birchbrook Dr

Randallstown MD 21133

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

3. Maturity date of obligation (if any) _____

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

Diamond Ring

RECORD FEE 11.00
RECORD TAX 35.00
POSTAGE .50
MAY 20 1989
H. FILE NUMBER
CLERK

CHECK THE LINES WHICH APPLY

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

X Henry Hiatt
(Signature of Debtor)

Henry Hiatt
Type or Print Above Name on Above Line

(Signature of Debtor)

5000
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

henry staples
Type or Print Above Signature on Above Line

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)

Nolan, Roisin A.
1014 Smith Drive
Arnold, MD 21012

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

GMAC
7310 Ritchie Highway
Glen Burnie, MD 21061

This statement refers to original Financing Statement No. 274089

Date Filed August 8 1988

Book 530 Page 479

RECORD FEE 10.00
POSTAGE .50
REGISTERED CITY PDJ 7:15:01
07/13/89

For Filing Officer *[Signature]*
(Date, Time, Number, and Filing Office) *[Signature]*

- 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.

General Motors Acceptance Corporation

By: _____

SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)

(1) Filing Officer Copy - Alphabetical

GMAC UCC-3 12/82

By: *J. Greenholt Ants*

SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

277962

543 PAGE 436

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)
Palmer, Lane D.
Palmer, Sandra D.
806 Cedarcroft Dr.
Millersville, MD 21108

2 Secured Party(ies) and address(es)
Rural Housing Credit Assoc.
X, Ltd.
1925 Banks Mill Road
Aiken, SC 29801

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



RECORD FEE 12.00
POSTAGE .50
#407-000 OFFICE NO. 3 T12422
07/13/89

4 This financing statement covers the following types (or items) of property
All of the debtor's right, title and interest in and to (Rural Housing Credit Association X, Ltd.) (the "Partnership") including, without limitation, any and all distributions, profits, proceeds, and sums payable to the debtor by the Partnership pursuant to such interest or any assessment(s) arising from, related to, or connected with such interest, whether cash or non-cash, whether on liquidation or otherwise connected with, related to or arising out of the Partnership.

5. Assignee(s) of Secured Party and Address(es)
American Investment Bank
529 East South Temple
Salt Lake City, UT 84102

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

Filed with:

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

Rural Housing Credit Assoc. X, Ltd.

By: Lane D. Palmer
Signature(s) of Debtor(s)

Title

By: Paul V. Fitch
Signature(s) of Secured Party(ies)

Gen. Partner
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

COUNTY

BOOK 543 PAGE 437

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277963

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

If transaction or transactions wholly or partially subject to 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 pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Griffith Auto Investments, Inc. D/B/A Griffith Acura

Address 10 Holsum Way Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Company

Address 766 Old Hammonds Ferry Road - Linthicum, Maryland 21090

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

3. Maturity date of obligation (if any)

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

PRESENT AND FUTURE INVENTORY OF ACURA MOTOR VEHICLES INCLUDING VEHICLES NOW OWNED BY DEBTORS AND THOSE HEREAFTER ACQUIRED, TOGETHER WITH ACCESSORY PARTS AND EQUIPMENT ATTACHED; ACURA VEHICLES OF ALL KINDS WHETHER NOW OWNED OR HEREAFTER ACQUIRED; PROCEEDS OF ANY OF THE FOREGOING INCLUDING BUT NOT LIMITED TO ACCOUNTS, CHATTEL PAPER AND CONTRACT RIGHTS, AND ALL GENERAL INTANGIBLES, NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR.



CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Steven R. Griffith, Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Mark R. Breidenstein, VP

Type or Print Above Signature on Above Line

277964

BOOK 543 PAGE 438

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)

Sylvester, Steven & Elizabeth
7886 Whites Cove Road
Pasadena, MD 21122

2 Secured Party(ies) and address(es)

American Pools
7 N. Walnut Street
Milford, DE 19963

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

REGISTRATION FEE 12.00
POSTAGE .50
RECORDED CITY AND COUNTY 15.00
07/13/89
H. ERLE SCHMIDT
IN CO. CIRCUIT COURT



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

16' x 32' Above ground pool

Located at: 7886 Whites Cove Road
Pasadena, MD 21122

Secured Party is the seller

Return to

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

Security Pacific Fin. Srvs
7310 Ritchie Highway Ste 404
Glen Burnie, MD 21061

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

Steven M. Sylvester

X *[Signature]*
Elizabeth A. Sylvester

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

Security Pacific Financial Services, Inc
Sherry Parada, Assistant Manager

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

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

AA Co
115

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 June 19, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wayne Earl Brumwell
Address 3913 Mountain Road, Pasadena, MD 21122

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 602B Roller
S/N 0840158408CE602B12

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

BL
CLERK

RECORD FEE 11.00
SEARCHED CITY 043 715427
47/13/89
H. EARLE SCHAFER
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)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

11/8
x *Wayne Earl Brumwell*
(Signature of Debtor)

Wayne Earl Brumwell

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

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15223

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1961.82

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

This financing statement Dated 7-11-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BEVERLY EDWARDS
Address 232 PINDELL AVE ANNAPOLIS, MD. 21401

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address 7164-D E. FURNACE BRANCH RD. GLEN BURNIE, MD. 21061

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

3. Maturity date of obligation (if any)

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

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RADIO, STEREO/AUDIO EQUIPMENT, TV, VCR

Name and address of Assignee: ERIC SCHAFER

CHECK THE LINES WHICH APPLY

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

Beverly A. Edwards (Signature of Debtor)

BEVERLY EDWARDS (Type or Print Above Name on Above Line)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Steve Campbell, Asst. Mgr. (Signature of Secured Party)

STEVE CAMPBELL, ASST. MGR.

Type or Print Above Signature on Above Line

Handwritten initials and numbers: 14, 56

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name West, Edward A. T/A West & Son
Address P.O. Box 493 Millersville, MD 21108

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address Defense Hwy. 450 & 178 Annapolis, MD 21401

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

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

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

BL
CLERK

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)

Edward A. West T/A West & Son

Edward A. West
(Signature of Debtor)

Edward A. West, owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

Rhoda L. Baldwin, Chrm.
(Signature of Secured Party)

RHODA L. BALDWIN, CHRM.
Type or Print Above Signature on Above Line

185

FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

BOOK 543 PAGE 442

TO: Baldwin Service Center, Inc. ("Seller")

FROM: Edward A. West T/A West & Son ("Buyer")

Defense Hwy. 450 & 178 Annapolis, MD 21401 (Address of Seller)

P.O. Box 493 Millersville, MD 21108 (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) Dresser Model TD8 Crawler Loader S/W 1471

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 16,288.64; (2) Less DOWN PAYMENT In Cash \$ -0-; (3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) \$ 5,000.00; (4) CONTRACT PRICE (Time Balance) \$ 11,288.64

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:

(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 two hundred eighty eight and 64/100 Dollars (\$ 11,288.64) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 10th day of August 19 89, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 470.36 and the final installment being in the amount of \$ 470.36 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: July 6 19 89

BUYER(S)-MAKER(S):

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

Edward A. West T/A West & Son (SEAL) (Print Name of Buyer-Maker Here)

By: Rhoda L. Baldwin, Chrm. (Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] (SEAL) (Print Name of Co-Buyer-Maker Here)

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

By: _____

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

This instrument prepared by _____

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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 appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign 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

(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 July 6, 1989

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

and Edward A. West T/A West & Son P.O. Box 493 Millersville, MD 21106
(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 \$ 11,298.04

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 6th day of July, 19 89

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

By: Shada L. Baldwin
Chairman

(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

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277968

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Wentz, Robert T/A Bowen & Wentz Excavating
Address 1417 Bayhead Road Annapolis, MD 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address Defense Hwy. 450 & 178 Annapolis, MD 21401

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

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

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

RECORDING FEE 14.00
POSTAGE .50
RECEIVED BY THE CLERK
11/17/89
H. LYLE HUNTER
AA CO. CLERK COURT

BL
CLERK

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)

Robert Wentz T/A Bowen & Wentz Excavating

Robert Wentz
(Signature of Debtor)

Robert Wentz, owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

Rhoda L. Baldwin, Chrm.
(Signature of Secured Party)

RHODA L. BALDWIN, CHRM.
Type or Print Above Signature on Above Line

14-50

CONDITIONAL SALE CONTRACT NOTE

Robert Wentz T/A

547-446

TO: Baldwin Service Center, Inc.

FROM: Bowen & Wentz Excavating

Defense Hwy. 450 & 178 Annapolis, MD 21401

1417 Bayhead Road Annapolis, MD 21401

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

Description of property purchased (include make, year, model identification, model and serial numbers or marks): One (1) New Dresser Model TD8 Crawler Dozer, S/N 5086 *except that there shall be no payments made during the months of February, March and April of the years 1990, 1991, 1992 and 1993.

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 67,753.96; (2) Less DOWN PAYMENT In Cash \$ 13,750.00; (3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) \$ -0-; (4) CONTRACT PRICE (Time Balance) \$ 54,003.96

*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: 1417 Bayhead Road Annapolis Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 Fifty four thousand three and 96/100 ***** Dollars (\$ 54,003.96) being the above indicated Contract Price (hereinafter called the "time balance") in 36 monthly installments, commencing on the 10th day of August, 19 89, and continuing on the same date each month thereafter until paid* the first 35 installments each being in the amount of \$ 1,500.11 and the final installment being in the amount of \$ 1,500.11 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: July 6 19 89

BUYER(S)-MAKER(S): Robert Wentz T/A (SEAL) Bowen & Wentz Excavating (Print Name of Buyer-Maker Here)

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

By: Rhonda T. Baldwin Chism (Witness as to Buyer's and Co-Maker's Signature)

By: Robert Wentz (Print Name of Co-Buyer-Maker Here) (SEAL)

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

By:

This instrument prepared by

2

ORIGINAL FOR NEGOTIATION

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 to 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.

Handwritten Signature

 (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: July 6, 19 89

Baldwin Service Center, Inc. (SEAL)

(Corporate, Partnership or Trade Name or Individual Signature)

By: *Handwritten Signature*

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

Signature of Seller

277969

543 448

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)

Severn Surveys Inc.
189 Maryland Ave. RT 3 South
Millersville, MD 21103

2 Secured Party(ies) and address(es)

Triumpe Financial Corporation
Suite 126, Plymouth Commons
Plymouth Meeting, PA 19462

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

RECORD FEE 11.00
RECORDING TAX 58.50
POSTAGE .50
TOTAL 70.00

4 This financing statement covers the following types (or items) of property:
1 Hewlett Packard 310 Computer System consisting of: 1 Hewlett Pack. 310 Processor w/12" Monitor, Keyboard & Compat. Board; 1 Meg Memory Board, 1 9122 Disc Drive; 1 Think Jet Printer; 1 Draft Pro Plotter; 1 Graphics Tablet; 1 Hewlett Pack. I.B. Interface; 1 Site Comp II Software; 2 Cables; 1 Surge Suppressor; 1 Box Ink Cartridges; 1 Box Discs; 1 Box Printer Paper

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

PFSF
Commercial Lending Dept.
1234 Market St.
Phila., PA 19107

Amount subject to Recordation Tax \$8,100.00

The equipment above is made part hereof together with lease dated _____ and proceeds thereof, including without limitation the proceeds of any casualty insurance policy insuring said property

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:

Anne Arundel County, MD

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

Severn Surveys Inc.

Triumpe Financial Corporation

By: William E. S. [Signature]
Title

Pres.

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

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

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

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

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

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

1. DEBTOR

Name Bowen & Wentz Excavating

Address 1417 Bayhead Road, Annapolis, MD 21401

2. SECURED PARTY

Name State Equipment, Division of SECORP NATIONAL INC.

Address 1857 William Penn Way, Lancaster, PA 17601

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

3. Maturity date of obligation (if any) _____

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

- One (1) New Mauldin Model 4000A Roller, Serial Number 40-8908-183A
- One (1) New Mauldin Model 1500 Super Paver, Serial Number 15-8909-157ST

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50
RECORDED BY REC 110-37
07/13/87
H. ERLE SCHWEP
HA CO. CIRCUIT COURT



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)

Thaniel Bowen
(Signature of Debtor)

THANIEL BOWEN
Type or Print Above Name on Above Line

Robert Wentz
(Signature of Debtor)

ROBERT WENTZ
Type or Print Above Signature on Above Line

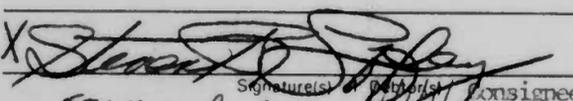
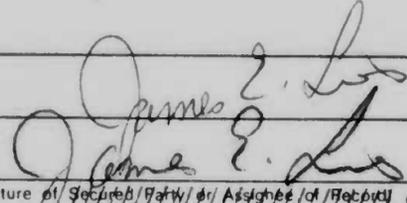
Glenn S. Conklin
(Signature of Secured Party)

GLENN S. CONKLIN VP&GM
Type or Print Above Signature on Above Line

11/8

277971

543 450

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| NO. of additional sheets | | State Billing Account No. | For Filing Officer (Date, Time, Number, and Filing Office) DO NOT WRITE IN THIS SPACE |
| 2. Debtor's Last name first, address(es) Consignee SL & B OPTICAL Centers, Inc. DBA D.O.C EYE WORLD - ANNAPOLIS SPACE 198 B MALL #826 ANNAPOLIS, MD 21401 31-1202719 | 3. Secured Party's and address(es) Consignor D.O.C. Optics Corporation 19800 West Eight Mile Road Southfield, Michigan 48075 | RECORD FEE 12.00 POSTAGE .50 8109230 0777 H03 115150 07/13/89 H. ERLE SCHAFER 9A CO. CIRCUIT COURT | |
| 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: | | | |
| All Soft Contact Lenses listed in Exhibit A of the Consignment Agreement at the address of Consignee above written are the subject of a Consignment Agreement between said Consignee and the above written Consignor has retained title thereto. | | | |
| NOT SUBJECT TO RECORDATION TAX | | | |
| X  Signature of Debtor/Consignee STEVEN R. LAFFEY | | by:  Signature of Secured Party/Assignee/Consignor JAMES E. LIES, CFO | |
| Register of Deeds Copy 107-50 | | RIEGLE PRESS, FLINT, MICH. | |

PARTIES

Debtor name (last name first if individual) and mailing address:
 DICKEL DONALD F.
 17 S. GAIL STREET
 LAUREL MD 20707 **1**

Debtor name (last name first if individual) and mailing address:
 DICKEL LADONNA G.
 17 S. GAIL STREET
 LAUREL MD 20707 **1a**

Debtor name (last name first if individual) and mailing address:

 _____ **1b**

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
 BRYANT & BRYANT
 3262 SUPERIOR LANE #245
 ROWIE, MD 20715 **2**

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
 GREEN TREE ACCEPTANCE INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE, VA 22192 **2a**

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility **3**

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-
 a. acquired after a change of name, identity or corporate structure of the Debtor.
 b. as to which the filing has lapsed.
 c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
 d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
 e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):

BRYANT & BRYANT

 _____ **4**

FINANCING STATEMENT
 Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): **Date, Time, Filing Office** (stamped by filing officer):

277972 543 FILE 151

RECORD FEE 12.00
 440270 0770 003 115493
 5

This **Financing Statement** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County.
- real estate records of _____ County. **6**

Number of Additional Sheets (if any): **7**

Optional Special Identification (Max. 10 characters): **8**

COLLATERAL

Identify collateral by item and/or type:

1981 VIRGINIA HOMES 14 X 60
 SERIAL # VA214CK56M8244UH 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered. **9**

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:
 Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record): **10**

DEBTOR SIGNATURE(S)

Debtor Signature(s):
 1 DICKEL DONALD F. *Donald Franklin Dickel*
 1 DICKEL LADONNA G. *Ladonna Gail Dickel*
1b **11**

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE, VA 22192 **12**

277973

543 452

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):
Enviro Structures LTD
P.O. Box 3333
Crofton, MD 21114
M-35144

(2) Secured Party(ies) (Name(s) And Address(es):
Alban Tractor Co., Inc.
P. O. Box 9595
Baltimore, MD 21237

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

(4) Assignee(s) of Secured Party, Address(es):
Caterpillar Financial Services Corporation
10630 Little Patuxent Parkway
Columbia, Maryland 21044

RECORD FEE 11.00
POSTAGE .50
4407280 ST/7 AUG 11 15:43
07/13/89
H. LEE SCHAFER
HA CO. CIRCUIT COURT

For Filing Officer

1502-100

4784 142319

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

One (1) New Caterpillar Model #953 Track Loader S/N 20Z02560

AA

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

SECURED PARTY IS SELLER OF EQUIPMENT

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

Enviro Structures LTD, Richard M. Feliciano, President

Alban Tractor Co., Inc.

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

(By) *[Signature]*
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and Mark Welsh, Asst. Secty.
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

277974

543 PKE 453

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. | | No. of Additional Sheets Presented: |
| (1) Debtor(s) (Last Name First) and Address(es): Cherry Hill Construction, Inc. 8170 Mission Road Jessup, MD 20794 M-35145 | (2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237 | RECORD FEE 11.00 POSTAGE .50 MAY 13 1994 11:15 AM H. ELLI SCHAFER BAL CO. CIRCUIT COURT |
| (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): Caterpillar Financial Services Corporation 10630 Little Patuxent Parkway Columbia, Maryland, 21044 | |
| (5) This Financing Statement Covers the Following types [or items] of property. | | For Filing Officer |

21567-100

One (1) New Caterpillar Model #EL300 Excavator S/N 4NF00691

ANNE ARNUDEL COUNTY

NOT SUBJECT TO RECORDATION TAX

SECURED PARTY IS SELLER OF EQUIPMENT



Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Cherry Hill Construction, Inc. James A. Openshaw, Pres-Treas (By)

Alban Tractor Co., Inc.

[Signature]

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

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and Mark Welsh, Asst. Secty.
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

STATEMENT OF AMENDMENT OF FINANCING STATEMENT

This Amendment 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 records of Anne Arundel County, Maryland in liber 524, folio 137 on March 11, 1988.

1. NAME AND ADDRESS OF DEBTOR:

F. Scott Jay & Co., Inc.
214 Najoles Drive
Millersville, Maryland 21108

2. NAME AND ADDRESS OF SECURED PARTY:

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21201

3. There is hereby added to the original Financing Statement a new paragraph 8 to read as follows:

"8. This Financing Statement gives notice of liens granted under a Security Agreement between the Debtor and Secured Party dated February 29, 1988, as modified by a First Modification of Security Agreement dated June 27, 1989, as well as any other liens now or hereafter granted by Debtor to Secured Party."

DEBTOR:

F. SCOTT JAY & CO., INC.

By:

[Signature]
F. Scott Jay,
President

SECURED PARTY:

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY

By:

[Signature]
David R. Bowen,
Assistant Vice President

RECORDING FEE 10.00
POSTAGE .50

RETURN TO:

Christopher J. Fritz, Esquire
Gallagher, Evelius & Jones
218 North Charles Street
Suite 400
Baltimore, Maryland 21201

CLERK:

This Statement of Amendment
is not subject to recording
tax.

#616130 0055 R01 T16#20
07/13/89
J. SCHAFER
AA CO. CIRCUIT COURT

10
CJF/25121
6/05/89

1250

UNPAID
TITLE

543 455

STATEMENT OF AMENDMENT OF FINANCING STATEMENT

This Amendment 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 records of Anne Arundel County, Maryland in liber 524, folio 134 on March 11, 1988.

1. NAME AND ADDRESS OF DEBTOR:

- (a) F. Scott Jay
23 Boone Trail
Severna Park, Maryland 21146
- (b) Donna D. Jay
23 Boone Trail
Severna Park, Maryland 21146

2. NAME AND ADDRESS OF SECURED PARTY:

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21201

RECORD FEE 10.00

POSTAGE .50

#616140 (65) R01 T16#20

07/13/89

3. Paragraph 3(a) of the original Financing Statement is hereby amended in its entirety to read as follows:

H. ERLE SCHAFER

(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 the following instruments, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A hereto and made a part hereof:

MD CO. CIRCUIT COURT

- (i) A Modification and Consolidation of Deeds of Trust Agreement dated February 29, 1988 from Debtor to Philip G. Enstice and David R. Bowen, trustees for the benefit of the Secured Party.

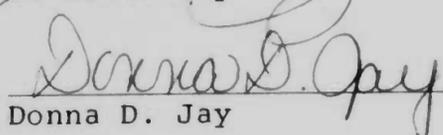
10/12

13.50

- (ii) An Indemnity Deed of Trust and Security Agreement dated February 29, 1988 from Debtor to Philip G. Enstice and David R. Bowen, trustees for the benefit of the Secured Party.
- (iii) A First Modification of Indemnity Deed of Trust and Security Agreement dated June 27, 1989 from Debtor to Philip G. Enstice and David R. Bowen, trustees for the benefit of the Secured Party.

DEBTOR:



 F. Scott Jay


 Donna D. Jay

SECURED PARTY:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By: 

 David R. Bowen,
 Assistant Vice President

RETURN TO:

Christopher J. Fritz, Esquire
 Gallagher, Evelius & Jones
 218 North Charles Street
 Suite 400
 Baltimore, Maryland 21201

CLERK:

This Statement of Amendment
 is not subject to recordation
 tax.

CJF/25091
 6/05/89

Union Title

543 PAGE 457

277975

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 60,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court of Anne Arundel County

5. Debtor(s) Name(s): Severna Park Rib Company, Inc., T/A Adams Ribs North Address(es): 589 Baltimore-Annapolis Blvd Severna Park, Maryland 21146

6. Secured Party: Maryland National Bank Address: Department: Anne Arundel Review Unit
 Attention: Claude Patrick Post Office Box 987, Mailstop 500-270
 Baltimore, Maryland 21203

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

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

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

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

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

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

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

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

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

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

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

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

Debtor: Severna Park Rib Company, Inc., T/A Adams Ribs North Secured Party: Maryland National Bank

By: William A. Bagdasian, President (Seal) By: Jan H. Sheehan, Assistant Vice President (Seal)

Type name and title, if any

MARYLAND NATIONAL BANK

RECORD FEE 14.00
RECORD TAX 420.00
POSTAGE .50

AA CO. CIRCUIT COURT
07/14/89
SCHAFFER



14
420

543 458

MARYLAND NATIONAL BANK
(Secured Party or Beneficiary)

SCHEDULE A

Page 1 of 2

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- _____

dated July 6, 19 89, and executed by _____
Severna Park Rib Company, Inc., T/A Adams Ribs North

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

Property Description (continued):

All Leaseholds, both now owned and hereafter acquired.

- (4) RUDD HVAC Air Conditioning Units
 - 5 Ton Model UXR-AB22 Serial Number XF5185AR8123
 - 5 Ton Model UXR-AB22 Serial Number XF5185AR8115
 - 7½ Ton Model UR6F-15E60CKR Serial Number WNA4142AHAAFZ888895
 - 5 Ton Model UR6F250100CKR Serial Number E4319BTRAC607890224

GRANTOR/DEBTOR

By: William A. Bagdasian (SEAL)

Name: _____

Title: President

GRANTOR/DEBTOR

By: _____ (SEAL)

Name: _____

Title: _____

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

EQUIPMENT SCHEDULE SEVERNA PARK 543 459

Page 2 of 2

| <u>ITEM #</u> | <u>MODEL #</u> | <u>MFG.</u> | <u>DESCRIPTION</u> |
|---------------|----------------|-------------------|--------------------------------|
| 1. | CUSTOM | SHEET METAL CRAFT | EXHAUST HOODS |
| 2. | CA-1E | GARLAND | (1@) CONVECTION STEAMER |
| 3. | 14TSFM | KEATING | (2@) DEEP FAT FRYER(1991@) |
| 4. | GRFFBL | HATCO | (1@) HEAT LAMP |
| 5. | RC 14SE | AMANA | (1@) MICROWAVE OVEN |
| 6. | UC4048 | DELFIELD | (1@) 48" WORKTOP REFRIG. |
| 7. | 407CA | DELFIELD | (1@) 27" WORKTOP FREEZER |
| 8. | V14148-28 | DELFIELD | (1@) STEAMTABLE - 3 INSERT |
| 9. | 4DF | KELVINATOR | (1@) ICE CREAM FREEZER |
| 10. | 4248-PT | DELFIELD | (1@) PIZZA PREP TABLE |
| 11. | DLT2-32NUT | TRAULSEN | (1@) 2-DOOR UPRIGHT FREEZER. |
| 12. | 4048-8 | DELFIELD | (1@) 8 PAN SANDWICH UNIT |
| 13. | 9048 | DELFIELD | (1@) 48" DESSERT CASE |
| 14. | 150PRB | JACKSON | (1@) DISHWASHER |
| 15. | CUSTOM | METAL MASTERS | DISHTABLES, SHELVES, ETC. |
| 16. | TD5018 | TRUE | (1@) 50" BOTTLE COOLER |
| 17. | B21C18 | METAL MASTERS | (1@) 24" ICE CHEST |
| 18. | B2CT28 | METAL MASTERS | (1@) 24" COCKTAIL UNIT |
| 19. | B5R18 | METAL MASTERS | (1@) 60" BAR SINK |
| 20. | SG22 | VULCAN HART | (1@) DOUBLE STACK CONV. OVEN |
| 21. | 7'8"x7'8"x7'6" | PENN | (1@) WALK-IN COOLER |
| 22. | | PANASONIC | CASH REGISTER SYSTEM |
| 23. | | RAPIDS | DRAFT BEER DISPENSER |
| 24. | | STAINLESS | SHELVING, TABLES |

Maryland National Bank
P.O. Box 871
Mail Stop 500/270
Annapolis, Md.

543 460

277976

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at Anne Arundel County
- 2. To Be Recorded among the Financing Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an Initial debt in the principal amount of \$ 60,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the Initial debt has been paid to Clerk of the Court of Anne Arundel County

5. Debtor(s) Name(s): Severna Park Rib Company, Inc., Address(es): 589 Baltimore-Annapolis Blvd
T/A Adams Ribs North Severna Park, Maryland 21146

6. Secured Party: Maryland National Bank Address: Department: Anne Arundel Review Unit
 Attention: Claude Patrick Post Office Box 987, Mailstop 500-270
 Baltimore, Maryland 21203

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

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

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

RECORD FEE 14.00
 POSTAGE .50
 #515280 C345 R01 T09#09
 07/14/89



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 Gene Routt & Yotive Routt (to be completed if the Debtor does not have an interest of record in the real estate.)

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

Debtor: Severna Park Rib Company, Inc.,
T/A Adams Ribs North
 By: William A. Bagdasian (Seal)
 Type name and title, if any President
 By: _____ (Seal)
 Type name and title, if any

Secured Party: Maryland National Bank
 By: Jan H. Sheehan (Seal)
Jan H. Sheehan
 Assistant Vice President
 Type name and title

14

MARYLAND NATIONAL BANK
(Secured Party or Beneficiary)

SCHEDULE A

Page 1 of 2

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- _____

dated July 6, 19 89, and executed by _____
Severna Park Rib Company, Inc., T/A Adams Ribs North

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

Property Description (continued):

All Leaseholds, both now owned and hereafter acquired.

- (4) RUDD HVAC Air Conditioning Units
 - 5 Ton Model UXR-AB22 Serial Number XF5185AR8123
 - 5 Ton Model UXR-AB22 Serial Number XF5185AR8115
 - 7½ Ton Model UR6F-15E60CKR Serial Number WNA4142AHAZF888895
 - 5 Ton Model UR6F250100CKR Serial Number E4319BTRAC607890224

GRANTOR/DEBTOR

By: William A. Bagdasian, Pres. (SEAL)
William A. Bagdasian

Name: _____

Title: President

GRANTOR/DEBTOR

By: _____ (SEAL)

Name: _____

Title: _____

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

EQUIPMENT SCHEDULE SEVERNA PARK

543 462

Page 2 of 2

| <u>ITEM #</u> | <u>MODEL #</u> | <u>MFG.</u> | <u>DESCRIPTION</u> |
|---------------|----------------|-------------------|--------------------------------|
| 1. | CUSTOM | SHEET METAL CRAFT | EXHAUST HOODS |
| 2. | CA-1E | GARLAND | (1@) CONVECTION STEAMER |
| 3. | 14TSFM | KEATING | (2@) DEEP FAT FRYER(1991@) |
| 4. | GRFFBL | HATCO | (1@) HEAT LAMP |
| 5. | RC 14SE | AMANA | (1@) MICROWAVE OVEN |
| 6. | UC4048 | DELFIELD | (1@) 48" WORKTOP REFRIG. |
| 7. | 407CA | DELFIELD | (1@) 27" WORKTOP FREEZER |
| 8. | V14148-28 | DELFIELD | (1@) STEAMTABLE - 3 INSERT |
| 9. | 4DF | KELVINATOR | (1@) ICE CREAM FREEZER |
| 10. | 4248-PT | DELFIELD | (1@) PIZZA PREP TABLE |
| 11. | DLT2-32NUT | TRAULSEN | (1@) 2-DOOR UPRIGHT FREEZER. |
| 12. | 4048-8 | DELFIELD | (1@) 8 PAN SANDWICH UNIT |
| 13. | 9048 | DELFIELD | (1@) 48" DESSERT CASE |
| 14. | 150PRB | JACKSON | (1@) DISHWASHER |
| 15. | CUSTOM | METAL MASTERS | DISHTABLES, SHELVES, ETC. |
| 16. | TD5018 | TRUE | (1@) 50" BOTTLE COOLER |
| 17. | B21C18 | METAL MASTERS | (1@) 24" ICE CHEST |
| 18. | B2CT28 | METAL MASTERS | (1@) 24" COCKTAIL UNIT |
| 19. | B5R18 | METAL MASTERS | (1@) 60" BAR SINK |
| 20. | SG22 | VULCAN HART | (1@) DOUBLE STACK CONV. OVEN |
| 21. | 7'8"x7'8"x7'6" | PENN | (1@) WALK-IN COOLER |
| 22. | | PANASONIC | CASH REGISTER SYSTEM |
| 23. | | RAPIDS | DRAFT BEER DISPENSER |
| 24. | | STAINLESS | SHELVING, TABLES |

*Maryland National Bank
P.O. Box 871 Mail Stop 500/270
Annapolis, Md.*

DH/06-27-89
1325M

543 403

277977

To be recorded among
Land Records
of Anne Arundel County
in Financing Statement
Records of Anne Arundel County
with State Department of
Assessments and Taxation

Not subject to
recordation tax:
Date: June 28, 1989

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

07/14/89

1. Debtor:

E.H.M. COMMONS II
LIMITED PARTNERSHIP

Address of Debtor:

7250 Parkway Drive
Suite 100
Hanover, Maryland 21076
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party:

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY

Address of Secured Party:

Two Hopkins Plaza
Baltimore, Maryland 21201
Attn: Bruce T. Hughes,
Senior Vice President

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

RECORD FEE 23.00
POSTAGE .50

3.1. All equipment, machinery, apparatus, fixtures, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is hereinafter described (the "Land") and used or usable in connection with any present or future operation of the Land owned or hereafter acquired by the Debtor, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof, including, by way of example rather than of limitation, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, sump pumps, attached cabinets, partitions, ducts and

BL
CLERK

21.50

compressors, landscaping, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon such land.

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

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

3.4. All of the rents, royalties, issues, profits, revenues, income and other benefits of the Land or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Land, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and noncash) thereof; all licenses, authorizations, certificates, variances, amounts, approvals and other permits related to construction and operation of the secured property, and all construction contracts, public works agreements, bonds, deposits, construction materials, supplies, lumber, machinery and equipment; and including, without limitation, all cash or securities deposited under any of the above to secure performance by Debtor, its lessees or any others of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

DH/06-27-89
1325M

543 465

4. The aforesaid items are included as security in a Deed of Trust and Security Agreement of even date herewith and given by the Debtor to the trustees named therein, and recorded or intended to be recorded among the Land Records of Baltimore County, Maryland, securing a debt owed by the Debtor to Mercantile-Safe Deposit and Trust Company. The Debtor is the record owner of the Land.

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

6. The Land consists of all of that real property located in Anne Arundel County, Maryland together with all improvements thereon, which is more particularly described in the said Second Deed of Trust and Security Agreement, and in Exhibit A hereto.

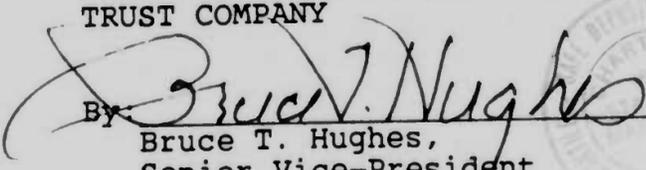
Debtor:

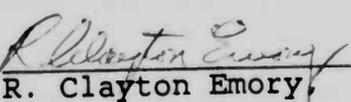
Secured Party:

E.H.M. COMMONS II LIMITED
PARTNERSHIP, a Maryland
limited partnership

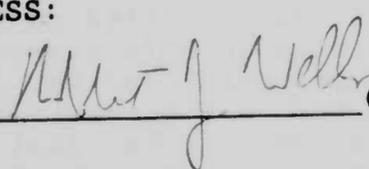
MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY

By: Emory Holdings Limited
Partnership, a Maryland
limited partnership,
General Partner

By: 
Bruce T. Hughes,
Senior Vice-President

by:  (SEAL)
R. Clayton Emory,
General Partner

WITNESS:

By:  (SEAL)

TO CLERK: After this Financing Statement has been recorded,
please return to:

Daniel Higham, Esquire
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Suite 1700
Baltimore, Maryland 21202

EXHIBIT A

Description of Real Property

ALL OF THAT REAL PROPERTY, situate and lying in Anne Arundel County, Maryland, which is described as follows:

BEGINNING FOR THE SAME on the north side of Charwood Road, 80 feet wide, at the point designated 1 as shown on the plat entitled "Block "K" Parcel "A", Baltimore Commons Business Park, Phase III", dated June 20, 1984, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 4931 in Book 95, Page 6; thence from said place of beginning, binding on the northernmost side of said Charwood Road, as shown on the plat entitled "Phase II, Section IIB, Block "I" Parcel "A", Baltimore Commons Business Park", dated February 9, 1981, recorded among said Plat Records as Plat No. 4140 in Book 79, Page 15, 1) westerly by a curve to the right having a radius of 530.00 feet for the distance of 172.93 feet, said curve being subtended by a chord bearing North 85°19'28" West 172.16 feet to the point designated 6 as shown on said last mentioned Plat No. 4140, thence continuing to bind on the northernmost side of said Road, for a part of the distance as shown on Plat No. 4140 and for a part of the distance as shown on the plat entitled "Block "I", Parcel "B", Baltimore Commons Business Park", dated February 9, 1984, recorded among the aforementioned Plat Records as Plat No. 4805 in Book 92, Page 30, in all, 2) North 75°58'38" West 776.10 feet to the cut-off leading to the easterly side of the Proposed New Ridge Road, 80 feet wide, thence leaving said Charwood Road, running for lines of division through that parcel of land described in a deed dated December 30, 1980 from Aetna Diversified Properties, Inc. to Botaba Realty Company, a Texas general partnership doing business as Transcontinental Properties and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3376, folio 875, the four following lines; binding on said cut-off, 3) North 30°41'33" West 63.95 feet to the easterly side of said Proposed New Ridge Road, thence binding thereon the two following lines, 4) northeasterly by a curve to the right having a radius of 1392.39 feet for the distance of 391.76 feet, said curve being subtended by a chord bearing North 22°39'08" East 390.47 feet and 5) North 30°42'45" East 23.76 feet, thence leaving said Proposed New Ridge Road, 6) South 75°58'38" East 707.94 feet to intersect the North 13°01'18" West 783.82 foot line as shown on the first herein mentioned Plat No. 4931, thence binding on a part of said line, reversing the bearing as shown on said Plat, 7) South 13°01'18" East 478.63 feet to the place of beginning.

Containing 9.000 Acres of land more or less.

DH/05-03-89
1554M

BOOK 543 PAGE 467

SUBJECT TO part of a 10 Foot Utility Easement adjacent to part of the last line of the herein described parcel, and as recorded among the Land Records of Anne Arundel County, Maryland in Liber 3880, folio 886.

BEING all of that land described as Block K, Parcel B, as shown on the Plat entitled "Baltimore Commons Business Park, Phase III, Section II" dated August 21, 1985 and recorded among the Land Records of Anne Arundel County, Maryland, as Plat No. 5178, Book 100, Page 3.

BEING the same lot of ground which by Deed dated March 17, 1986 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 4038, folio 796 was granted and conveyed by Botaba Realty Company to the within named Borrower.

277978

543 468

A.A.L.O.
FINANCING STATEMENT

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

1. Name of Debtor(s): Hunt Reporting Co., Inc.
Address: 99 McKinsey Rd.
Severna Park, MD 21146

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:
All equipment and supplies (including all present and future additions, attachments, accessions, substitutions, & replacements)
All accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased & repossessed goods

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

RECORD FEE 11.00

POSTAGE .50

#A17310 0055 R01 T14*21

(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:

07/14/89

H. EIRLE SCHAFER

44 CO. CIRCUIT COURT

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Hunt Reporting Co., Inc.

Geoffrey L. Hunt, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Jeffrey B. Wiley, Branch Manager
Type Name and Title

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

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

543 REC 469

277979

~~STATE~~ A.A.C. FINANCING STATEMENT

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

1. Name of Debtor(s): J & J Printing Services
 Address: 263 Bowline Rd.
 Severna Park, MD 21146

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:

A. B. Dick 360 Offset Press #672065
 See attached Schedule A

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

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

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

RECORD FEE 13.00
 POSTAGE .50
 BALANCE DUES ROL T14#22
 07/14/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT



Debtor(s): J & J Printing Services
John H. Frank, Sr.
 John H. Frank, Sr., General Partner
Judith A. Frank
 Judith A. Frank, General Partner

Secured Party:
 FIRST AMERICAN BANK OF MARYLAND
 By: *J. Wiley*
 J. Wiley, Branch Manager
 Type Name and Title

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

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

13/0

11.50

543 PAGE 470
FINANCING STATEMENT

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

277950

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

5. Debtor(s) Name(s): Glenn F. Robbins and Giora A. Praff, M.D., P.A.
Address(es): 1404 Crain Highway S. Suite 300
Glen Burnie, Maryland 21061

6. Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION
Attention: Commercial Note Department
Debra Grimm
Address: 100 South Charles Street
Baltimore, Maryland 21201

7. This Financing Statement covers the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) 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 following:

A. All of each Debtor's present and future accounts, contract rights, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all right to the payment of money due or to become due to each Debtor or any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the Inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, 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 therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. 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: Glenn F. Robbins and Giora A. Praff, M.D., P.A.
By: X [Signature] (Seal)
Glenn F. Robbins, M.D., President

By: X [Signature] (Seal)
Giora A. Praff, M.D., Vice President

(Seal)

(Seal)



RECORD FEE 11.00
POSTAGE .50
#517330 0055 R01 T14:23
07/14/89
H. ERLE SCHAFER
AA CO. (Seal) JUDICIAL COURT

Mr Clerk: Please return to the address set forth in paragraph 6 above.

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

11/12
SD

543 471

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

270190

10.9.87

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
RECORDED COPY \$02.75
07/13/89
CK H. STEE JEMPER
ON FIRST COURT

ts2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201 (Building 2) as shown on the Plats entitled "Phase 19, Building 2, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-41, pages 4 through 8, inclusive, Plat Nos. E-2004 through E-2008, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 204 (Building 15) as shown on the Plats entitled "Phase 6, Building 15, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 5 through 9, inclusive, Plats No. E-1955 through E-1959, inclusive.

Dated: 6/29/89

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Mailed

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(410-89-067-89)

1000

1050



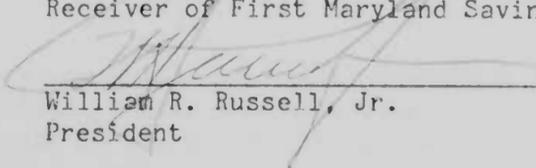
543-472

WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND WITHOUT RECOURSE PAY TO THE ORDER OF:

SEVERN SAVINGS BANK, FSB

FIRST MARYLAND SAVINGS AND LOAN, INC.

BY: The Russell Organization, Inc.
Special Representation for the State of Maryland
Deposit Insurance Fund Corporation
Receiver of First Maryland Savings and Loan, Inc.

BY: 
William R. Russell, Jr.
President

debtor: see front page

RECORD FEE 10.00
CK POSTAGE .50
#617490 C345 R01 T14:57

07/14/89

10
8

250103

BOOK 474 PAGE 241

FINANCING STATEMENT

- 1. Name of Debtor: CRONSON BOULEVARD LIMITED PARTNERSHIP
c/o Harvey Blonder, General Partner
9501 Lanham-Severn Road
Seabrook, Maryland 20801 PAGE 543
- 2. Name of Secured Party: FIRST MARYLAND SAVINGS & LOAN, INC.
1109 Spring, Street, Suite 800
Silver Spring, Maryland 20910
- 3. Address of Property: 1230 Cronson Boulevard
Crofton, Maryland
Anne Arundel County

RECORD FEE 12.00
POSTAGE .50
#21753 0345 R01 116:05

4. This Financing Statement covers the following types (or items) of property: JUN 29 84

All machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or useable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Mortgagor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Mortgagor in and to any equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Financing Statement. It is understood and agreed that all Equipment is to be deemed part and parcel of said real estate and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purpose of this Financing Statement be deemed conclusively to be real estate and conveyed hereby. This Financing Statement shall also constitute a Security Agreement between Mortgagor, as Debtor, and Mortgagee, as Secured Party as to both chattel and fixture items of every type now or hereafter owned by Mortgagor and used or useable in conjunction with the said real estate, and the proceeds thereof, including but not limited to those types of items hereinabove itemized as constituting "Equipment".

5. This Financing Statement is not subject to a Recordation Tax.
Executed this 28th day of JUNE, 1984.

CRONSON BOULEVARD LIMITED PARTNERSHIP,
a Maryland limited partnership

BY: [Signature] (SEAL)
Harvey Blonder, General Partner

After recordation, please return this document to:

Dacy, Richin, Myers & Suissa
8720 Georgia Avenue, Suite 205
Silver Spring, Maryland 20910

DACY, RICHIN,
MYERS & SUISSA
ATTORNEYS AT LAW
METROPOLITAN BUILDING
8720 GEORGIA AVENUE - SUITE 205
SILVER SPRING, MARYLAND 20910
(301) 585-6877

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 JUN 29 PM 4:07

E. AUDREY COLLISON
CLERK

12:50
[Handwritten initials]



RECORDATION TAXES PAID ON DEED OF
TRUST SECURING SAME DEBT. *Approved*

MH409904.FIS
3740.I.
07/13/89

1890880

BOOK 543 PAGE 474

FINANCING STATEMENT

277981

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND

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

1. NAME AND ADDRESS OF DEBTOR: TELEGRAPH ROAD ASSOCIATES
2613 Cabover Road
Hanover, Maryland 21076
Attn: Philip E. Ratcliffe
2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202
Attn: Real Estate Industries
Group

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 (here-
inafter defined), including, without limitation, (i) all building
materials, fixtures, equipment and other tangible personal
property of every kind and nature whatsoever (other than con-
sumable goods, and trade fixtures or other personal property
owned by tenants occupying the Property), (ii) any franchise or
license agreements and management agreements entered into with
respect to the Property or the business conducted therein (pro-
vided all of such agreements shall be subordinate to the Deed of
Trust (hereinafter defined), and the Secured Party shall have no
responsibility for the performance of the Debtor's obligations
thereunder), and (iii) all plans and specifications, contracts
and subcontracts for the construction or repair of the Property,
sewer taps, allocations and agreements for utilities, bonds,
permits, licenses, guarantees, warranties, causes of action,
judgments, claims, profits, security deposits, utility deposits,
refunds of fees or deposits paid to any governmental authority,
letters of credit and policies of insurance. The term "Property"
means all or any portion of: (i) the land described in Exhibit A
attached hereto (the "Land"), and (ii) any buildings, structures

BL
CLERK

19/50

or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated July 13, 1989 (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and Constance M. Creamer, 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.

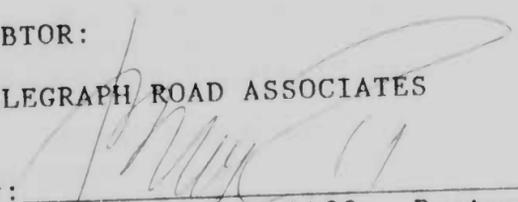
(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental 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.

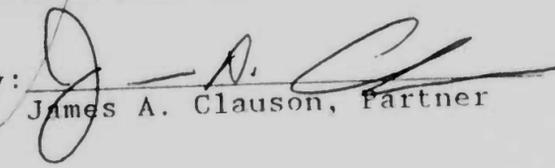
5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTOR:

TELEGRAPH ROAD ASSOCIATES

By: 

Philip E. Ratcliffe, Partner

By: 

James A. Clauson, Partner

Filing Officer: After recordation, please return this Financing Statement to:

Mabeth W. Hudson, Esquire
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

PROPERTY DESCRIPTION

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

BEING KNOWN AND DESIGNATED as Lot Numbered Eighteen (18) in the subdivision known as "B.W.I. Commerce Park, Plat Two," as per Plat thereof recorded among the Land Records of Anne Arundel County, Maryland at Plat Book 83, Plat 44.

STATE OF MARYLAND

BOOK 543 PAGE 478

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276579

RECORDED IN LIBER 538 FOLIO 517 ON March 9, 1989 (DATE)

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
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)

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: XX
(Indicate whether amendment, termination, etc.)

TERMINATION

RECEIVED

89 JUL 7 PM 2 34

STATE DEPT. OF ASSESSMENTS & TAXATION

Dated June 28, 1989

Wells Fargo Bank, N.A.

(Signature of Secured Party)

By: *[Signature]* Title: VP
Type or Print Above Name on Above Line

SEARCH
3
A 95809

152

STATE OF MARYLAND

BOOK 543 PAGE 479

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277003

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

If transaction or transactions wholly or partially subject to 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 McCrone Inc.
P.O. Box 1789
Address Annapolis, MD 21404

RECORD FEE 11.00
FILING .50
\$412.00 OFFY NO3 110:11
07/17/89
H. JULE SCHWEPER
PA. CO. CLERK COURT

2. SECURED PARTY

Name Ford Equipment Leasing Company
24551 Raymond Way, Suite 245
Address El Toro, CA 92630

Person And Address To Whom Statement Is To Be Returned 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 statement is filed in connection with a lease transaction for precautionary purposes. (1) one HP Vectra RS/20 w/2Mb RAM, 2Mb extra RAM, 80387 Co-Processor, Dual Serial Interface s/n 2821A09181 ; (1) one 1.44 Mb Disk Drive; (1) one Taxan 20" Hi-Res Graphics Monitor s/n 1098U0594; (1) one Metheus Graphics Controller s/n 11928; (1) one Samsung 12" Monochrome Monitor s/n 88 25 294825; (1) one Fountain Monochrome Card s/n 053699; (1) one HP Mouse; (1) one HP 7060 A Graphics Tablet s/n 2902S10059, (1) one Toshiba P341SL Printer s/n 29914; (1) one cables and surge protectors "and its proceeds, including all goods, accounts, chattel paper, documents, instruments and contract rights." Equipment Location: 20 Ridgely Ave. / Suite 301 / Annapolis, MD 21401

Name and address of Assignee

SCHEDULE 02

TRUE-LEASE NO SECURITY INTEREST BEING TAKEN

CHECK THE LINES WHICH APPLY

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

McCrone, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Ford Equipment Leasing Company
Type or Print Above Signature on Above Line

Handwritten initials

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4.82

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. 250668 recorded in
Liber 470, Folio 43 on Jan. 27, 1984 at Anne Arundel County
Date Location

1. DEBTOR(S):

Name(s) Gates Marina, Inc.
Address(es) Route 256 & Rockhold Creek
Deale, Maryland 20751

2. SECURED PARTY:

Name Maryland National Bank Attention: Stephen R. Nolan
Address 1713 West Street, Annapolis, Maryland 21401

Person and Address to whom Statement is to be returned if different from above.
Maryland National Bank, P.O. Box 17068, M.S. 090159
Baltimore, Maryland 21203 Attention: A. Singh

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

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

8. Amend Secured Party's address to: 7178 Columbia Gateway Drive, Columbia
Maryland 21045. Attn: Floor Plan 090159
Add additional address of debtor: 453 Deale Road, Deale, MD 20751

9. SIGNATURES.

Gates Marina, Inc.
Michael J. Martini, President

SECURED PARTY

Maryland National Bank
By R. B. MEGEE
R. B. MEGEE VICE-PRESIDENT
(Type, Name and Title)

DEBTOR(S)

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

DT

1005

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

Check below if goods are
or are to become fixtures

To Be Recorded in
Land Records

For Filing Officer Use
File No. _____

Date & Hour _____

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

Filing Number of original financing statement 269094

Date of Filing 8/17/87

Record References Book 516 Page 85

Maturity Date (if any) _____

Name(s) of Debtor(s) or Assignor(s)
(last name first)

No. Street City State

Newcomb Electric, Inc.

18104 Queen Anne Bridge Road, Bowie, MD 20716

RECORD FEE 10.00

POSTAGE .50

Name of ~~Secured Party~~ Assignee

No. Street City State

Bay National Bank

2661 Riva Road, Annapolis, MD 21401

510910-1118 R01 T11402

CK 07/19/87

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and
the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above,
the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured
party under the original Financing Statement identified above.
- OTHER

~~DEBTOR(S)~~ ASSIGNOR(S)

ANNAPOLIS FEDERAL SAVINGS BANK

BAY NATIONAL BANK
Corporate, Trade, or Firm Name

By: *John M. Crook*
John M. Crook, Senior Vice President

Joseph L. Schmidt
Signature of Secured Party or Assignee

Type or Print Name Under Signature

Joseph L. Schmidt
Owner, Partner, or Officer & Title

(Signatures Must Be in Ink)

RETURN TO:
HILLMAN, BROWN & DARROW
221 DUKE OF GLOUCESTER ST.
ANNAPOLIS, MD. 21401

GM1371/8279.8

10⁰⁰
30

10
2

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

Check below if goods are
or are to become fixtures

To Be Recorded in
Land Records

For Filing Officer Use
File No. _____

Date & Hour _____

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

Filing Number of original financing statement 264007

Date of Filing 9/30/86

Record References Book 503 Page 322

Maturity Date (if any) _____

| <u>Name(s) of Debtor(s) or Assignor(s)</u> (last name first) | <u>No.</u> | <u>Street</u> | <u>City</u> | <u>State</u> |
|-----------------------------------------------------------------|------------|-----------------------|-------------|--------------|
| Thomas E. Newcomb | | 2501 Crain Highway S, | Bowie, | MD 20716 |

| <u>Name of Secured Party Assignee</u> | <u>No.</u> | <u>Street</u> | <u>City</u> | <u>State</u> |
|--------------------------------------------------|------------|-----------------|---------------------|--------------|
| Bay National Bank | | 2661 Riva Road, | Annapolis, MD 21401 | |

RECORD FEE 10.00
POSTAGE .50
#618920 C345 R01 T11#02
07/19/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

~~DEBTOR(S) OR~~ ASSIGNOR(S)

ANNAPOLIS FEDERAL SAVINGS BANK

BAY NATIONAL BANK
Corporate, Trade, or Firm Name

10⁰⁰
by: [Signature]
John M. Crook, Senior Vice President

[Signature]
Signature of Secured Party or Assignee

Type or Print Name Under Signature

Joseph L. Schmidt
Owner, Partner, or Officer & Title

(Signatures Must Be in Ink)

RETURN TO:
HILLMAN, BROWN & DARROW
221 DUKE OF GLOUCESTER ST
ANNAPOLIS, MD. 21401

GM1371/8279.8

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)
United Propane, Inc.
205 Najales Road
Millersville, MD 21108
(in 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 .50
\$411250 CTT 203 109:43
500-198 7/18/89

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

5-500 Gal.: 353062, 353063, 353064, 353066, 353067.
54-420 lb.: 15322, 15807, 15470, 15017, 15997, 15020,
15781, 15853, 15060, 15123, 15103, 15934,
15809, 15026, 15845, 15292, 15919, 15954,
15797, 15930, 15895, 15851, 15971, 15232,
15918, 15049, 16000, 16980, 16998, 16955,
16901, 16805, 16824, 16984, 16832, 16849,
16912, 16924, 16975, 16918, 16869, 16847,
16910, 16915, 16907, 15785, 15317, 15257,
15300, 15913, 15985, 15297, 15243, 15252.

5. Assignee(s) of Secured Party and Address(es):
7-18-86 RT
#11413-C345 R01

Subject to recording
copy paid Dept of
Revenue & Taxation
\$52.80
Paid to State

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

Filed with: County Recorder

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

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. 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 June 9 1989

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 on acknowledgement. (For Use In Most States)

(3) Filing Officer Copy-Acknowledgement

\$10.50

TERMINATION STATEMENT

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

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

File No. 271102 Dated 12-30-87

Record Reference Book: 521 Page: 399

RECORD FEE 10.00
 POSTAGE .50
 APR 12 1988
 H. ERIC SCHAFER
 CLERK

- 2. DEBTOR:

Name: Tidewater Rental Center, Inc
(Last Name First)

ADDRESS: 166 Penrod Court

- 3. SECURED PARTY IS:

NAME: Union Trust Company of Maryland

ADDRESS: Baltimore & St Paul Streets Baltimore, Maryland 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO:
Signet Bank
John L. Brimigion
511 Crain Hwy, S.E.
Glen Burnie, MD 21061

DEBTOR'S ADDRESS
'PLEASE SEE ABOVE

SECURED PARTY Union Trust Company of Maryland
(now known as SIGNET BANK)

BY: [Signature]
John L. Brimigion, Vice President (TITLE)

DATED: July 10, 1989

1050

543 486

277936

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) 72, Inc. T/A Maaco Auto Body & Bodywork 1980 Moreland Parkway Annapolis, MD 21401 | 2. Secured Party(ies) and address(es) Midlantic Commercial Leasing Corp. 225 West 34th Street New York, NY 10122 | 3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED FEE 12.00 07/18/89 |
| 4. This financing statement covers the following types (or items) of property: Marshall Frame Machine Not Subject to Recordation Tax Secured Party is the Seller | | 5. Assignee(s) of Secured Party and Address(es) MD. CIRCUIT COURT  |

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

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

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

By: 72, Inc. T/A Maaco Auto Body & Bodywork
Jack K. Witty *J. Witty* Owner
Signature(s) of Debtor(s)

By: Midlantic Commercial Leasing Corp.
[Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical *2.30* STANDARD FORM - FORM UCC-1.

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):
Robert E. Gertz T/A
Quality Builders
1211 St. Stephens Church Road
Crownsville, MD 21032

2. Secured Party(ies) Name(s) And Address(es):
Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237

3. (a) This statement refers to original Financing Statement bearing File No. 370280 1989
Filed with Anne Arundel County Date Filed July 26
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filled.
(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

RECORD FEE 10.00
POSTAGE .50
F11310 5771 AGE TOP:47
07/26/89
CR

- 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. Assignee: General Electric Capital Corporation
600 W. Germantown Pike
Plymouth Meeting, PA 19462

10. Signatures:

Alban Tractor Co., Inc.

By

By Debtor(s) (necessary only if Item 7 is applicable)

Secured Party(ies)
Standard Form Approved by
N. C. Sec. of State
and other States shown above.

FINANCING STATEMENT CHANGE

UCC-3

(1) Filing Officer Copy - Numerical

STATE OF MARYLAND

543 488

FINANCING STATEMENT FORM UCC-1

Identifying File No. 27907

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Michael C. Sherwood

Address 21 Muir Woods Ct., Annapolis, MD 21403

2. SECURED PARTY

Name Loyola Federal Savings & Loan Association

Address P.O. Box 17037

Baltimore, MD 21203

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

RECORD FEE 11.00
POSTAGE .50
M-13380 0207 HV3 10748
07/19/87
H. ERIC SCHAFER
COURT

3. Maturity date of obligation (if any) _____

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

1989 Ericson 38' Hull #ERY38329E989

Name and address of Assignee



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 of Michael C. Sherwood

(Signature of Debtor)

Michael C. Sherwood
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Loyola Federal (SC)

(Signature of Secured Party)

Loyola Federal (SC)
Type or Print Above Signature on Above Line

Handwritten initials 'MS'

FINANCING STATEMENT FORM UCC-1

Identifying File No: 277938

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

If transaction or transactions wholly or partially subject to 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 M. Elaine Bartow RPT PA
Address 1655 Crofton Blvd STE 205, Crofton, MD 21114

2. SECURED PARTY

Name MACROLEASE Int'l Corp
Address 50 Jericho Tpke, Jericho, NY 11753

RECORDS FEE 11.00
MAY 10 1987
CLERK

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

See Schedule A attached hereto and made 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)

M. Elaine Bartow, RPT, P.A.
(Signature of Debtor)

M. Elaine Bartow RPT PA
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

MACROLEASE Int'l Corp

Type or Print Above Signature on Above Line

11-80

SCHEDULE A attached hereto and made part of a lease dated _____,
between Macrolase International Corporation, Lessor and _____,
M. Elaine Bartow RPT PA, Lessee.

One (1) Biodex Unit as more fully described below:

BOOK 543 PAGE 490

- One (1) Biodex Double Chair
- One (1) Controller F (100V-250V)
- One (1) Biodex Powerhead F (100V-250V)
- One (1) Clinical Data Station
- One (1) Knee Attachment Left
- One (1) Knee Attachment Right
- One (1) Shoulder Ex/Flex Attachment
- One (1) Ankle Attachment Plantar/Dorsi
- One (1) Ankle Attachment INV/EV
- One (1) Wrist Attachment
- One (1) Clinical Data Station Cart
- One (1) Attachment Cart III
- One (1) Calibration Set
- One (1) Laser Jet Printer
- One (1) Adjustable Accessory Chair

plus all parts, attachments and accessories thereto.

M. Elaine Bartow RPT PA

✓By: M. Elaine Bartow, RPT, PA

BOOK 543 PAGE 491

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. 250291 recorded in Liber 469, Folio 62 on 1/4/84 at Anne Arundel County

1. DEBTOR(S): The Village of Cross Keys, Incorporated
Harundale Mall Associates

ADDRESS(ES): c/o The Rouse Company
Columbia, Maryland 21044

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: RERU

ADDRESS: MAILSTOP: 021901; Post Office Box 987, Baltimore, Maryland 21203

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

SEE DEBTOR(S) ADDRESS ABOVE

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

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 - a. Not subject to Recordation Tax.
 - b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. _____

DEBTOR(S): _____
(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: Alice D. Keith (SEAL)

Alice D. Keith -Legal Doc. Coordinator
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV 4 86

150



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277339

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

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

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

This financing statement Dated 6/26/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6689

Name General Elevator Company, Incorporated
Address 601 Nursery Road, Linthicum Heights, MD. 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Highway, Suite 106, Annapolis, MD. 21401

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

3. Maturity date of obligation (if any)

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

- One (1) *(2) MOD 30 286 (512K,1.44DD) S/N(s): 7468388
One (1) 0.5MB MEM 30-286 SYBD F/0608
One (1) Color Display 12IN (8513) S/N(s): 23MN833
One (1) Plus 40MB Hardcard S/N(s): 812CD10290
One (1) EA (5) DOS 3.3 IBM
One (1) Cable: 9'25M-25F RS232
One (1) Smartmodem 2400 EXT S/N(s): A09031003898

Name and address of Assignee
BL CLERK
RECORD FEE 11.00
POSTAGE .50
RECEIVED BY THE STATE OF MARYLAND
H. LYLE GODDARD
JUL 18 1989

Equipment Location: 914 S. Eastern Shore Road Salisbury, MD. 21801

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)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor: [Handwritten Signature] Mis Director

Type or Print Above Name on Above Line: David A. Quaranta Mis Director

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: [Handwritten Signature]

(Signature of Secured Party) THOMAS E. MYERS Treasurer

Type or Print Above Signature on Above Line

Handwritten mark: 11/8

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

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

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

This financing statement Dated June 23, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HARDIN-HUBER, INC.
Address 1230 Cronson Blvd., Crofton, Maryland 21114

2. SECURED PARTY

Name First Maryland Leasecorp
Address 110 S. Paca Street, Baltimore, Maryland 21201

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

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

All Equipment as hereinafter described subject to Equipment Lease dated June 23, 1989:
See Attached Equipment List.

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)

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

HARDIN-HUBER, INC.

Michael W. Huber
(Signature of Debtor)

Michael W. Huber, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

Roger Weaver
(Signature of Secured Party)

Roger Weaver, Assistant Vice President
Type or Print Above Signature on Above Line

11/9

HARDIN-HUBER, INC.
EQUIPMENT LEASE June , 1989

EQUIPEMNT LIST

| <u>Quantity</u> | <u>Manufacturer or Seller</u> | <u>Description</u> | <u>Identification or Serial Number</u> | <u>New or Used</u> |
|-----------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|--------------------|
| 1 | Davey | 1986 Model DK5 Drill to include: 1986 Ford F8000 Truck Engine: CAT3208T250 Deck Engine: Deutz F3-6L912/W Transfer Case: Spicer 792 Compressor: Sullair 435/100-200 Compressor Drive: Davey 8-belt drive Line Oiler: Manzel 25D-2062-A74R Charlynn Motor 128-0020-002 Water Injection: Bean A0411 Relief Valve; Myers 16680C1 Mude Pump: Mission 3x4 Centrifugal Rexroth Motor MC30S29AJ738 Main Winch: Pullmaster H7B-8-30-1 Commercial Motor C230-217 Pump Drive: Funk 2821303 Hydraulic Pumps: Rexroth (5) Jib Winch: Ramsy Winch H7 Mast: 32,000 lb. Structural Capacity Beam 21 ft. Working Stroke, Hydraulic 10,000 lb. Pulldown, 20,000 lb. Holdback Hydraulic Clamp w/108-178 MM Jaws Power Swivel: 81A Swivel, 2-speed motor Hydraulic Chuck w/120 MM Jaws | S/N 124 S/N 1FDXK87U5GVA34332 S/N 02723783 S/N 7226682 S/N 792-1300 S/N 004-1678CHG S/N 4115622 | Used |

INITIALS



am 11
11-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277991

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

If transaction or transactions wholly or partially subject to 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, Maryland 21054

RECORD FEE 11.00
STAMP .50
4412830 0117 803 104154
07/18/89
M. PAUL SCHIFFER
MD CO. CLERK COURT

2. SECURED PARTY

Name First Maryland Leasecorp
Address 110 S. Paca Street, Baltimore, Maryland 21201

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

3. Maturity date of obligation (if any) _____

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

The herein described property and all additions, 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 Equipment List - Seven (7) school buses.

CHECK THE LINES WHICH APPLY

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

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

First Maryland Leasecorp

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

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

W.R. Brown, Assistant V.P.
Type or Print Above Signature on Above Line

1150

Uniform Commercial Code Filing
B & C Bus Service, Inc.

543 REC 496

EQUIPMENT LIST

- One (1) 1977 International Blue Bird 60 passenger school bus S/N D0822GHB20006
- One (1) 1978 International 60 passenger Thomas school bus S/N D0832HHB29069
- One (1) 1980 International 60 passenger Thomas school bus S/N BA182KHB25064
- One (1) 1984 International 60 passenger Thomas school bus S/N LHVLMD4M2EHA28393
- Two (2) 1985 International Thomas 60 passenger school buses S/N's LHVLPHYM4FHA43228 and LHVLPHYM6FHA43246.
- One (1) 1988 International 66 passenger Thomas school bus S/N LHVLPCFP8JH594297

RCJ.

277992

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 Ampersand Graphics
Name or Names
4995 Fairview Ave, Linthicum, MD 21090
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.)

Alter-text Document Conversion system I

DT

RECORD FEE 10.00
 POSTAGE .50
 RECEIVED BY THE STATE
 07/18/99
 H. ERLE BOWSER
 AN CO. CIRCUIT COURT

Lessee:
 Ampersand Graphics
Claire G. Floyd
 (Signature of Lessee)
ELAINE G. FLOYD PARTNER
 (Type or Print) (Include Title)

Lessor:
 THE EQUIPMENT LEASING COMPANY
G. Arnold Kaufman
 (Signature of Lessor)
G. ARNOLD KAUFMAN, CEO
 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.

1250



277993

BOOK 543 PAGE 498

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

McCrone, Inc.
Name or Names
20 Ridgely 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.)

Computer Equipment

RECORD FEE 11.00
POSTAGE .50
1411000 1777 745 110:00
07/13/89
H. ERIC SCHAFER
AA CO. CIRCUIT COURT

Lessee:

McCrone, Inc.

(Signature of Lessee)

DAVID E. MOUL TREASURER
(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY

(Signature of Lessor)

LINDA KAUFMAN SECRETARY
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

Filed with: Anne Arundel County, Maryland

277935

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. \$100,000*

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

This financing statement Dated as of 6/26/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TELEPHONE SYSTEMS, INC.
Address 15000 Commerce Parkway, Mt. Laurel, New Jersey 08054

2. SECURED PARTY

Name CONGRESS FINANCIAL CORPORATION
Address 1133 Avenue of the Americas, New York, New York 10036

Person And Address To Whom Statement Is To Be Returned 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 Debtor's now owned and hereafter acquired accounts, contract rights, general intangibles, chattel paper, instruments, documents, inventory, equipment, fixtures and other property, including, without limitation, the property described on the Rider annexed hereto, and the proceeds and products of any and all of the foregoing.

Two (2) page Rider 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)

Signature of Debtor

Title

TELEPHONE SYSTEMS, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

VP

(Signature of Secured Party) Title

CONGRESS FINANCIAL CORPORATION
Type or Print Above Signature on Above Line

* The amount of taxable indebtedness which by any contingency may be secured by that collateral located within the State of Maryland pursuant to this financing statement which is subject to recordation tax is ONE HUNDRED THOUSAND DOLLARS (\$100,000), which amount is not a representation of the actual amount of indebtedness at any time owing by Debtor to Secured Party and is not a representation as to the nature or extent of Secured Party's security interests. THREE HUNDRED and THIRTY DOLLARS (\$330) recordation tax paid to State Department of Assessments and Taxation. Financing Statements being filed with Maryland Department of Assessments and Taxation and the Clerk of the Circuit Court of Anne Arundel County and Baltimore City.

RIDER TO
UCC-1 FINANCING STATEMENT
between
DEBTOR: TELEPHONE SYSTEMS, INC.
and
SECURED PARTY: CONGRESS FINANCIAL CORPORATION

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

(a) all present and future: (i) Accounts, Contract Rights, General Intangibles, Chattel Paper, Documents and Instruments (including, without limitation, all obligations for the payment of money arising out of the sale, lease or other disposition of goods or other property or rendition of services); (ii) all monies, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party from or for Debtor, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of Debtor's deposits (general or special), balances, sums and credits with Secured Party at any time existing; (iii) all right, title and interest, and all enforcement and other rights, remedies, and security and liens, in, to and in respect of the Accounts, Contract Rights, General Intangibles, Chattel Paper, Documents and Instruments and other collateral, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, Contract Rights, General Intangibles, Chattel Paper, Documents and Instruments or other collateral, including, without limitation, all returned, reclaimed or repossessed goods; (iv) all deposit accounts; and (v) all other General Intangibles of every kind and description, including, without limitation, (A) trade names and trademarks, and the goodwill of the business symbolized thereby, (B) patents, (C) copyrights, (D) licenses, and (E) Federal, State and local tax refund claims of all kinds;

(b) all now owned and hereafter acquired: Inventory, including, without limitation, all raw materials, work-in-process, finished goods and all other Inventory of whatsoever kind, nature or description, and all wrapping, packaging, advertising, shipping materials and all other goods consumed in Debtor's business, and all labels and other devices, names or marks affixed to or to be affixed thereto for purposes of selling or identifying the same or the seller, manufacturer, lessor or licensor thereof and all right, title and interest therein and thereto, wherever located;

(c) all now owned and hereafter acquired: Equipment and Fixtures, including, without limitation, any and all machinery, computers and computer hardware, vehicles, tools, dies, jigs, furniture and trade fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith and substitutions and replacements thereof, wherever located;

(d) all present and future: books, records, documents, other property and General Intangibles relating to any of the above, together with the file cabinets or containers in which the foregoing are stored; and

(e) all Products and Proceeds of the foregoing, in any form, including, without limitation, any insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing.

All capitalized terms used above shall have the meanings set forth in the Uniform Commercial Code, unless otherwise defined herein.

LMB68/R11/bc

PARTIES 7-13-89

Debtor name (last name first if individual) and mailing address:

A.J.G. Optometric Services, Inc.
32 New Ordinance Road
Glen Burnie, MD 21061

1

Debtor name (last name first if individual) and mailing address:

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:

COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

2a

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))—

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania—
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction —
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s):
(required only if box(es) is checked above):

4

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT — Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer)

543-503

277936 DJ

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Notary of Ann Arund County
- real estate Records of _____ County

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters): LEASE No. 0-16615-0

COLLATERAL

Identify collateral by item and/or type:

- 1 Field Analyzer
- 1 Table Double Power

The seller (secured party) is taking a security interest in the listed equipment. This is a conditional sale contract and is not subject to recordation tax.

Vendor: Allergan Humphrey

(check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)) —

- a. crops growing or to be grown on —
- b. goods which are or are to become fixture on —
- c. minerals or the like (including oil and gas) as extracted on —
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

Street Address:

Describe at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____

for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

A.J.G. Optometric Services, Inc.

1 *A.T. Giannas*
(NAME/TITLE) A.T. Giannas, O.D., Pres.

1a

(NAME/TITLE)

1b

(NAME/TITLE)

11

RETURN RECEIPT TO:

COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

12

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272301

RECORDED IN LIBER 525 FOLIO 142 ON March 31, 1988 (DATE)

1. DEBTOR (s)

Name 1. Ruppert Brothers of Maryland, Inc.

Address P.O. Box 304, 479 Jumpers Hole Road, Severna Park, MD 21146

2. SECURED PARTY

Name Maryland National Bank

Address Credit Collateral Unit, P.O. Box 987, Baltimore, MD 21227

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

2. Baltimore Home Insulation, Inc.
4111 Washington Boulevard
Baltimore, MD 21227

Maryland National Bank

Dated 6/28/89

Maureen T. Konschnik
(Signature of Secured Party)

MAUREEN T. KONSCHNIK

Type or Print Above Name on Above Line

1080

543 FILE 505

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)

Cycle City Corp. d/b/a Marc's
Honda Cagiva Ducati Husqvarna
22 Hammond Lane
Baltimore, MD 21225

Bombardier Credit, Inc.
East Main Street Road
Malone, NY 12953

7/13/89

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

274200

Filed with Ann Arundel Cty Clerk of Date Filed 2/8/89 19

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

10.

Please Amend Address To Include: 3200 Jeffrey Lori Dr.
Finksburg, MD 21048

No. of additional Sheets presented:

Cycle City Corp. d/b/a Marc's Honda

Cagiva Ducati Husqvarna

Bombardier Credit, Inc.

Marc Seidler by Bombardier Credit Inc.

Melissa Morse

By: Marc Seidler President *by melissa morse POA*
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10

STATE OF MARYLAND

BOOK 543 PAGE 516

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254004

RECORDED IN LIBER 478 FOLIO 173 ON September 26, 1984 (DATE)

1. DEBTOR

Name Oxford Development Corporation - Captain's Walk
Address 988 Spa Road; Annapolis, MD

2. SECURED PARTY

Name Pittsburgh National Leasing Corp.
Address Fifth Avenue & Wood Street; Pittsburgh, PA 15222

RECORDING FEE 10.00
POSTAGE .50
RECEIVED BY MAIL 110:14
GK 07/18/84
M. J. JONES
M. J. JONES

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

3. Maturity date of obligation (if any)

Schedule #22

CHECK FORM OF STATEMENT

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

PITTSBURGH NATIONAL LEASING CORP.

Dated 7/5/89

Karen A. Kirsch
(Signature of Secured Party)
Karen A. Kirsch, Asst. Vice-President
Type or Print Above Name on Above Line

152

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277997

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

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

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

This financing statement Dated 5/10/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Custom Heating and Air Conditioning, Inc.
Address 1232 Old Dorsey Rd., Harmans, MD 21077

2. SECURED PARTY

Name Lennox Industries, Inc.
Address 1711 Olentangy River Road, Columbus, OH 43212
NCS Financial Services, P. O. Box 24101, Cleveland, OH 44124
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

NOT SUBJECT TO RECORDATION TAX

Name and address of Assignee

Purchase Money Security Interest in all goods, merchandise and inventory now or hereafter acquired by Debtor from Secured Party which are furnished under any contract of service or used and consumed in the Debtor's business, and all proceeds and products of the foregoing.

CHECK THE LINES WHICH APPLY

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

Custom Heating and Air Conditioning, Inc.
Charles E. Jones Pres
(Signature of Debtor)

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

Type or Print Above Signature on Above Line

Lennox Industries, Inc.
Douglas H. Murray - Credit Analyst
(Signature of Secured Party)
Douglas H. Murray - Credit Analyst
Type or Print Above Signature on Above Line

11 50

STATE OF MARYLAND

BOOK 543 PAGE 508

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255608
FILED W/Clerk of Court of Anne Arundel County
RECORDED IN LIBER 482 FOLIO 423 ON 2/20/85 (DATE)

1. DEBTOR

Name HBE LEASING CORPORATION
Address 11330 OLIVE STREET ROAD, P.O. BOX 27340, ST. LOUIS, MO 63141

2. SECURED PARTY

Name INVESTORS SAVINGS & LOAN ASSOCIATION GP#AI
Address 249 MILLBURN AVENUE, MILLBURN, NJ 07041

PLEASE RETURN TO 3221 MCKELVEY ROAD, SUITE 107, BRIDGETON, MO 63044

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p> |
| <p>PLEASE TERMINATE LEASE 11018.01</p> | |

MATTHEW F. RAFTREE, SENIOR VICE PRESIDENT

Dated _____

Matthew F. Raftree SVP
(Signature of Secured Party)

INVESTORS SAVINGS & LOAN ASSOCIATION
Type or Print Above Name on Above Line

105

277908

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Darla K. Martin

Chesapeake Mobile Court #155
Hanover, Maryland 21076

SECURED PARTY (Dealer)

Chesapeake Mobile Homes of Laurel, Inc.
10039 North Second Street
Laurel, Maryland 20707

ASSIGNEE (Bank)

THE BANK OF BALTIMORE
(Assignee)

Address: P.O. Box 896
Baltimore, Maryland 21203

RECORD FEE 11.00
POSTAGE .50
BALTIMORE CITY AND COUNTY
CIRCUIT COURT
H. ERNE WEAVER
CLERK

1. This financing statement covers the following types (or items) of property (the collateral).
USED 1981, Tidwell Industries, Winchester Mobile Home, 70 X 14
Serial # TWINGGS6943
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to Assignee named above at the address stated.

DEBTOR:

SECURED PARTY:

Darla K. Martin
DARLA K. MARTIN

BY: *Pat Lloyd*
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 Chesapeake Mobile Homes of Laurel, Inc. which has been assigned to The Bank of Baltimore.

1150



543 PAGE 510

277999

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

(Maryland) Assignee: Ford Motor Credit Co.
PO Box 36476
Richmond, Va. 23235

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

| | |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| 1. Debtor(s) (Last Name First) address(es) MacDonald, Joseph M. 346 Dameron S. Laurel, Md. 20707 Anne Arundle County | 2. Secured Party(ies) and Address(es) Gaithersburg Ford Tractor Co. 700 East Diamond Avenue Gaithersburg, Md. 20877 |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|

RECORDING FEE 11.00
JUN 18 1997
IN CO. CLERK'S COURT

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

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

- 1-Used Ford 1910 Tractor-#UP09564
- 1-Ford 770B Front-End Loader Assy.-60" Bucket-#WL68755

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

4. This transaction is exempt from the Recording Tax.

Filed with:

Joseph M. MacDonald
(SIGNATURE OF DEBTOR)

Joseph M. MacDonald

(SIGNATURE OF DEBTOR)

Gaithersburg Ford Tractor Co.

Mark Jacobs
(NAME OF SECURED PARTY)

Mark Jacobs

11.00



Anne Arundel
Balto. Co.

543 511
278000

FINANCING STATEMENT

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

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

CASCADE CORPORATION t/a 7090 Furnace Branch Road
The Boathouse Glen Burnie, Maryland 21061

6. Secured Party Address

Provident Bank of Maryland
Attention: Donald T. Martin, Vice President 114 E. Lexington Street-4th Floor
Type name & title Baltimore, Maryland 21202

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

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

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

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

Debtor(s): Cascade Corporation
T/A The Boathouse

(Seal) By: Jefferson Springston (Seal)

(Seal) Jefferson Springston, President
Type name and title

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

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

SCHEDULE "A"

"All inventory of whatever kind or nature, including but not limited to boats, boat motors, marine equipment, parts and accessories whether attached to the boats, boat trailers, boat motors or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, repossessions, exchanges substitutions, replacements, attachments, parts, accessories and 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, equipment, instruments, chattel paper, general intangible accounts or otherwise)."

Cascade Corporation t/a The Boathouse



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. ~~LESSOR~~

Lessee:

THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

Name MTM DISTRIBUTOR
Address 206 W. Furnace Branch Rd., Glen Burnie, MD 21061

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation
Address P.O. Box 157, Willow Grove, PA 19090

Person And Address To Whom Statement Is To Be Returned 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) Wyse #2108 Computer w/40 Megabyte Hard Disk, 1.2 MB Floppy Disk, 512 K Ram Memory, VGA Color, Graphic card, Clock & Calander, Parallel Printer Port & Serial Port
 Name and address of Assignee: First Pennsylvania Bank, 1500 Market Street, Philadelphia, PA 19101
 S/N 144101988
- (1) WYSE #640 Colour Monitor S/N 228101890
- (1) MS-DOS 3.21 S/N 538B11783
- (1) GW Basic
- (1) PC Shareware
- (1) NEC Pinwriter Printer #2200-24Pin w/Cable
- (1) DMS Software & Manual

CHECK THE LINES WHICH APPLY

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

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

Mitchell Charles Vukov
(Signature of Debtor)
Mitchell Vukov Owner
MTM DISTRIBUTOR
Type or Print Above Signature on Above Line

11.50

Sandy Haggerty Asst. Secy.
(Signature of Secured Party)

Century Equipment Leasing Corporation
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. 252565

RECORDED IN LIBER 474 FOLIO 439 ON July 16, 1984 (DATE)

1. DEBTOR

Name Harbour House Restaurant

Address 87 Prince George Street, Annapolis, Md. 21401

2. SECURED PARTY

Name HOBART CORPORATION

World Headquarters

Address Troy, Ohio 45374

RECORD FEE
POSTAGE
GK 10.00
07/18/84
MEMBER
AM. CH. CREDIT COUNCIL

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

Annapolis # D 4234

10/5 Dated July 11, 1989

HOBART CORPORATION

(Signature of Secured Party)

Janice E. Lassiter

Type or Print Above Name on Above Line

Janice E. Lassiter

UCC-3 STATE OF MARYLAND

BOOK 543 PAGE 515

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

No. of Additional Sheets Presented:

3. Bank Note No. 212000070070

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

Alarm Technologies, Inc
224 Hudson Street
Annapolis, Maryland 21401

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

 CAPITAL BANK N.A.
815 Connecticut Avenue, N.W.
Washington, D.C. 20006

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

RECORD FEE GK 10.00
POSTAGE .50
PAID BY OFFICE 10/14/85
10/15/85
M. FILE CLERK

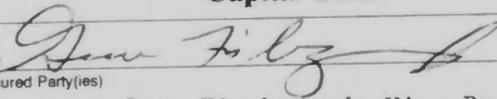
5. This statement refers to original Financing Statement bearing File 489 page 366 id #258372
Filed with Anne Arundel County, Maryland Date Filed 9-10 19 85

- 6. Continuation. The original financing statement between the foregoing debtor and secured party, bearing file number shown above is still effective.
- 7. 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 the security interest to the signer of the termination statement.)
- 8. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 11 have been assigned to the assignee whose name and address appear in Item 11.
- 9. Amendment. Financing statement bearing file number shown above is amended as set forth in Item 11.
- 10. Release. Secured party releases the collateral described in Item 11 from the financing statement bearing file number shown above.
- 11.

12. Signatures:

Capital Bank N.A.

By _____
Debtor(s) (necessary only if Item 9 is applicable.)

By 
Secured Party(ies)
Gene Fischgrund, Vice President

FINANCING STATEMENT CHANGE

UCC 3

CBNA 020

10/50

278002

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

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Debtor and social security or IRS emp. ID number and Address AUTO TECH DAN DIENES 1829 GEORGE AVE ANNAPOLIS, MD 21401 | Secured Party and Address SENCORE INC 3200 SENCORE DRIVE SIOUX FALLS, SD 57107 | Maturity Date (Optional) RECORD FEE 11.00 POSTAGE .50 REGISTERED COPY HAS 120245 07/18/89 H. ERLE SCHAFER WA. CO. CIRCUIT COURT DJ |
| This financing statement covers the following types (or items) of property SENCORE ELECTRONIC TEST EQUIPMENT, MODEL NUMBERS 1 PAB1 1 BY234 | | For Filing Officer (Date, Time, Number, and Filing Office). Assignee of secured party |
| Describe real estate. (If collateral is crops) The above described crops are growing or are to be grown on. OR (If collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to. Check (X) if covered <input type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of collateral are also covered <input type="checkbox"/> Filed with | | Number of additional sheets, if any: |

By AUTO TECH SENCORE INC
 Signature of Debtor [Signature] By Bus Gies 6-12-89
 Signature of Secured Party

Form: SOS UCC 310 07/80 UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE
 (1) FILING OFFICER COPY - ALPHABETICAL

Approved by: Secretary of State, State of South Dakota.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278003

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

If transaction or transactions wholly or partially subject to 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

Sec. of State-Md

Name D.D.S., Inc.

Address 565 Baltimore Annapolis Blvd., Severna Park, MD 21146

2. SECURED PARTY

Name IBM Credit Corporation

Address P.O. Box 105061, Atlanta, GA 30348-9990

RECORD FEE 11.00
POSTAGE .30
NOV 11 10:49
1978/89
CLERK OF COURT

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

3. Maturity date of obligation (if any) _____

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

All inventory, accounts, contract rights, chattel paper, instruments, general intangibles, reserves, rebates, discounts, credits and incentive payments, wherever located, now owned or hereafter acquired, and all attachments, parts, accessories and replacements thereto and all proceeds thereof.

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)

X D Dean Sabins
(Signature of Debtor)

D DEAN SABINS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ken Topham
(Signature of Secured Party)

Ken Topham-Credit Manager
Type or Print Above Signature on Above Line

1150

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) Spectacular Cleaning Services, Inc. 1340 Charwood Road, Suite H Hanover, MD 21076</p> | <p>2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Commercial Loan Dept Return to Secured Party</p> |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

DJ
11.00
13.00
07/18/89
PAPER
COURT

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 cleaning service (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever.

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

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

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

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

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

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$80,000.00

DEBTOR:
SPECTACULAR CLEANING SERVICES, INC.

By: Harold E. Poole
Harold E. Poole, President

SECURED PARTY:
SIGNET BANK/MARYLAND

By: Owen A. McGlynn, Jr.
Owen A. McGlynn, Jr., Vice President

By: _____
July 11 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.
To be recorded among the land records and financing statement records of Anne Arundel County and the State Department of Assessments and Taxation.

Recordation taxes in the amount of \$560.00 have been paid in Anne Arundel County.

1150

RECORDATION TAX AFFIDAVIT

TO WHOM IT MAY CONCERN:

Signet Bank/Maryland, a Maryland banking corporation, (the "Lender") has agreed to lend the sum of Fifty-Five Thousand and no/100 Dollars (\$55,000.00) as an SBA Guaranteed term loan and Twenty-Five Thousand and no/100 Dollars (\$25,000.00) as a Line of Credit (the "Loan") to Spectacular Cleaning Services, Inc., a Maryland corporation, (the "Debtor"). In consideration thereof, the Debtor has granted a security interest to the Lender in certain collateral listed on Schedule A attached hereto having a total value of approximately Thirty Thousand Seven Hundred Fifty-Six Dollars (\$30,756.00) (the "Collateral").

IN WITNESS WHEREOF, the undersigned Harold E. Poole, President of Debtor, has executed this Affidavit on behalf of the Debtor this 11th day of July, 1989.

ATTEST:

SPECTACULAR CLEANING SERVICES, INC.

D'Anna Poole
D'Anna Poole, Secretary

By: Harold E. Poole
Harold E. Poole, President

STATE OF MARYLAND

CITY/COUNTY OF CARROLL to wit:

I HEREBY CERTIFY that on this 11th day of July, 1989, before me, a Notary Public in and for the State and City/County aforesaid, personally came Harold E. Poole, known to me or satisfactorily proven to be the person whose name is subscribed to the within Affidavit and acknowledged that he/she executed the same as President of Spectacular Cleaning Services, Inc., and acknowledged the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my seal.

Barbara A. Miller
Notary Public

My Commission expires: 07/01/90

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278005

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

If transaction or transactions wholly or partially subject to 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 SHORELINE SEAFOOD INC.

Address 1053 RTE. 3, N. GAMBRILLS, MD 21054

2. SECURED PARTY

Name EXECUTONE CREDIT CORP.

Address 1604 COLONIAL PARKWAY, INVERNESS, IL 60067

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

3. Maturity date of obligation (if any) _____

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

- SYSTEM 24 W/ EXPANSION KSU
- 1) VALCOM TALKBACK AMP W/ POWER SUPPLY
- 2) 4 CHANNEL LINE CARDS
- 4) 4 CHANNEL STATION CARDS
- 5) CEILING SPEAKERS
- 2) DISPLAY PHONES
- 2) 26-KEY PHONES
- 6) 14-KEY PHONES
- 1) PAGING HORN
- LEASE #5382000189

DJ
 RECEIVED FEE 11.00
 RECEIVED CITY AND COUNTY CLERK
 07/18/89
 H. BOB SCHAFER
 HA ED. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

SHORELINE SEAFOOD INC.
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)

EXECUTONE CREDIT CORP.
Type or Print Above Signature on Above Line

11

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

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

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

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

1. DEBTOR

Name LASALLE COMPUTER CORPORATION
 Address 8430 GROSS POINT ROAD, SKOKIE, IL 60077

2. SECURED PARTY

Name MANUFACTURERS BANK
 Address 1200 NORTH ASHLAND AVENUE, CHICAGO, IL 60622

Person And Address To Whom Statement Is To Be Returned 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 DEBTOR'S INVENTORY CONSISTING OF IBM EQUIPMENT LOCATED AT (SEE ATTACHMENT)

Name and address of Assignee

NOT SUBJECT TO RECORDATION TAX
 This is a ~~xx~~ true lease transaction.

184/196 - schedule No.

CHECK THE LINES WHICH APPLY

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

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

Charles Gately
 (Signature of Debtor)

Lasalle Computer Corporation
 Type or Print Above Name on Above Line
Charles Gately President
 (Signature of Debtor)

Type or Print Above Signature on Above Line

Manufacturers Bank

Irene Ford
 (Signature of Secured Party)

Irene Ford Vice Pres.
 Type or Print Above Signature on Above Line

21-

50



A Schedule attached to and made a part of a Uniform Commercial Code Financing Statement between LaSalle Computer Corporation, 8430 Gross Point Road, Skokie, Illinois 60077 (DEBTOR) and Manufacturers Bank, 1200 North Ashland Avenue, Chicago, Illinois 60622 (SECURED PARTY) covering the following computer equipment:

| <u>Qty</u> | <u>Manuf.</u> | <u>Machine</u> | <u>Model/ Feature</u> | <u>Description</u> | <u>Serial Number</u> |
|------------|---------------|----------------|---------------------------|--------------------|--------------------------|
|------------|---------------|----------------|---------------------------|--------------------|--------------------------|

AS PER SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF

together with all accessories, accessions, attachments, whether now owned or hereafter acquired, and all substitutions, renewals, replacements and improvements thereto. Lease #184 dtd June 14, 1984 together with Schedule 196 between the Debtor as Lessor and Moore Business Forms, Inc., 1205 North Milwaukee Avenue, Glenview, Illinois 60025 (Lessee) covering the equipment referred to above, and all rents and other sums due and to become due under said Lease, including any and all extensions or renewals and proceeds thereof, including, but not limited to, any and all contract rights and accounts receivable generated from said Lease, including all proceeds of Insurance and all proceeds of Collateral.

EQUIPMENT ATTACHMENT
TO SCHEDULE #196 TO MASTER LEASE #184
BETWEEN LASALLE COMPUTER CORPORATION (LESSOR)
AND MOORE BUSINESS FORMS, INC. (LESSEE)

| MACHINE | SERIAL | ORIGINAL SCHEDULE | LOCATION | NEW RENTAL AMOUNT | COMMENTS |
|----------|--------|-------------------|-----------------------------------------------|-------------------|----------------------------|
| 5865-001 | 72135 | 060 | 100 BROADWAY NEW YORK NY 10005 | 54.00 | |
| 5865-002 | 75342 | 095 | 100 OLD WILSON BRIDGE RD WORTHINGTON OH 43085 | 54.00 | UPGRADED FROM 001 |
| 5865-001 | 70651 | 048 | 1001 BUFFALO AVE NIAGARA FALLS NY 14302 | 54.00 | |
| 5865-001 | 71659 | 048 | 1045 W KATELLA STE 30 ORANGE CA 92667 | 54.00 | ORIGINATED IN GLENVIEW |
| 5865-002 | 75289 | 095 | 1052 W 6TH ST STE 330 LOS ANGELES CA 90017 | 54.00 | UPGRADED FROM 001 |
| 5865-001 | 70361 | 048 | 1100 KINGS HWY E FAIRFIELD CT 06430 | 54.00 | |
| 5865-001 | 70829 | 048 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5865-001 | 70836 | 048 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5865-001 | 71657 | 048 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5865-001 | 71723 | 048 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | ORIGINATED IN DENTON TX |
| 5868-051 | 51578 | 085 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 51583 | 085 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 51582 | 085 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-001 | 51599 | 085 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5865-002 | 76039 | 095 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | UPGRADED- FROM WESTLAKE OH |
| 5868-051 | 51606 | 096 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 51619 | 096 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 51600 | 096 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 51602 | 096 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 51617 | 096 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 51686 | 096 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 51233 | 096 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 51326 | 096 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 51603 | 096 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 51696 | 096 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 51725 | 096 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 3866-001 | 54536 | 096 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 27.00 | |
| 5868-001 | 51332 | 115 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-001 | 51346 | 115 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-001 | 51356 | 115 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-001 | 51366 | 115 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-001 | 51367 | 115 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-001 | 51372 | 115 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-001 | 51389 | 115 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-001 | 51391 | 115 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 3866-001 | 56174 | 115 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 27.00 | |
| 3866-001 | 54583 | 115 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 27.00 | |
| 3866-001 | 04971 | 115 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 27.00 | |
| 3866-001 | 02669 | 115 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 27.00 | |
| 3866-001 | 01202 | 115 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 27.00 | |
| 5865-001 | 72138 | 060 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 50066 | 060 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 50291 | 060 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 50289 | 060 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 50275 | 060 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 50076 | 060 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 50069 | 060 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |

| MACHINE | SERIAL | ORIGINAL SCHEDULE | LOCATION | NEW RENTAL AMOUNT | COMMENTS |
|----------|--------|-------------------|-----------------------------------------------|-------------------|-----------------------------|
| 5868-051 | 50060 | 060 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 50071 | 060 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5868-051 | 50063 | 060 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 54.00 | |
| 5869-001 | 00019 | 060 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 6.00 | KEYPADS |
| 5869-001 | 00020 | 060 | 1205 N MILWAUKEE AVE GLENVIEW IL 60025 | 6.00 | |
| 5865-001 | 70060 | 106 | 1220 ALFORD AVE BIRMINGHAM AL 35226 | 54.00 | |
| 5865-001 | 71715 | 049 | 1235 NORTHLOOP W STE 215 HOUSTON TX 77008 | 54.00 | |
| 5865-001 | 70356 | 048 | 1265 MONTECITO AVE MOUNTAIN VIEW CA 94043 | 54.00 | |
| 5865-001 | 70669 | 048 | 12976 HOLLENBURG BRIDGETON MD 63044 | 54.00 | ORIGINATED IN BROOKFIELD WI |
| 5865-001 | 72133 | 060 | 131 STEUART ST SAN FRANCISCO CA 94105 | 54.00 | |
| 5865-001 | 70476 | 048 | 150 N WACKER DR CHICAGO IL 60606 | 54.00 | |
| 5865-001 | 77205 | 106 | 150-C PAULARINO STE 100 COSTA MESA CA 92626 | 54.00 | |
| 5865-002 | 75296 | 095 | 1520 W CAMERON STE 110 WEST COVINA CA 91790 | 54.00 | UPGRADED FROM 001 |
| 5865-001 | 71470 | 048 | 1565 EXPOSITION BLVD SACRAMENTO CA 95815 | 54.00 | |
| 5865-001 | 71420 | 048 | 1630 E SHAW AVE STE 174 FRESNO CA 93701 | 54.00 | |
| 5865-001 | 70739 | 048 | 1700 WOODBROOK 1-35R S DENTON TX 76205 | 54.00 | |
| 5865-001 | 75750 | 099 | 1700 WOODBROOK 1-35R S DENTON TX 76205 | 54.00 | |
| 5865-001 | 75749 | 099 | 1700 WOODBROOK 1-35R S DENTON TX 76205 | 54.00 | |
| 5865-001 | 75748 | 099 | 1700 WOODBROOK 1-35R S DENTON TX 76205 | 54.00 | |
| 5865-001 | 72102 | 060 | 2 SKIFF ST EXTENSION HARDEN CT 06514 | 54.00 | |
| 5865-001 | 70831 | 048 | 2215 SANDERS RD STE 400 NORTHBROOK IL 60062 | 54.00 | |
| 5865-001 | 70830 | 048 | 2215 SANDERS RD STE 401 NORTHBROOK IL 60062 | 54.00 | |
| 5865-002 | 75285 | 095 | 2300 COUNTRY CTR STE 178 SANTA ROSA CA 95401 | 54.00 | FROM LOS ANGELES- UPGRADED |
| 5865-001 | 76383 | 096 | 2411 W 14TH INTERSTATE CP CTR TEMPE AZ 85281 | 54.00 | |
| 5865-001 | 71672 | 048 | 2550 MIDDLE RD STE 203 BETTENDORF IA 57222 | 54.00 | |
| 5865-001 | 70914 | 048 | 2650 LIVELY BLVD ELK GROVE VILLAGE IL 60007 | 54.00 | |
| 5865-002 | 75243 | 095 | 28300 EUCLID AVE WICKLIFFE OH 44092 | 54.00 | UPGRADED FROM 001 |
| 5865-001 | 72129 | 060 | 29 WASHINGTON ST WELLESLEY HILLS MA 02181 | 54.00 | |
| 5865-002 | 75242 | 095 | 30300 TELEGRAPH STE 205 BIRMINGHAM MI 48010 | 54.00 | UPGRADED FROM 001 |
| 5865-002 | 75336 | 095 | 3035 DIRECTORS ROW STE 1201 MEMPHIS TN 38131 | 54.00 | UPGRADED FROM 001 |
| 5865-002 | 75338 | 095 | 3103 EXECUTIVE PKWY STE 204 TOLEDO OH 43606 | 54.00 | UPGRADED FROM 001 |
| 5865-001 | 71694 | 056 | 3300 EXPLANADE MATAIRIE LA 70011 | 54.00 | |
| 5865-002 | 75314 | 095 | 344 W TURKEYFOOT LAKE RD AKRON OH 44319 | 54.00 | UPGRADED FROM 001 |
| 5865-001 | 72099 | 060 | 3496 BUSKIRT AVE PLEASANT HILL CA 94523 | 54.00 | |
| 5865-002 | 74953 | 095 | 365 PASSAIC ST ROCHELLE PK NJ 07662 | 54.00 | UPGRADED FROM 001 |
| 5865-001 | 76973 | 096 | 370 17TH ST MONROE WI 53566 | 54.00 | |
| 5865-001 | 72136 | 060 | 3958 SEAPORT BLVD WEST SACRAMENTO CA 95691 | 54.00 | |
| 5865-001 | 72131 | 060 | 405 N FRENCH RD TONGHAWANDA NY 14120 | 54.00 | |
| 5865-001 | 72103 | 060 | 405 WASHINGTON ST BRAINTREE MA 02184 | 54.00 | |
| 5865-002 | 75335 | 095 | 4080 WOODCOCK STE 120 JACKSONVILLE FL 32207 | 54.00 | UPGRADED FROM 001 |
| 5865-001 | 76464 | 106 | 4125 S WEST PARK DR ATLANTA GA 30336 | 54.00 | |
| 5865-001 | 72132 | 060 | 415 BOSTON TURNPIKE RD SHREWSBURY MA 01545 | 54.00 | |
| 5865-002 | 75320 | 095 | 415 GLENSPRINGS STE 203 CINCINNATI OH 45246 | 54.00 | UPGRADED FROM 001 |
| 5865-001 | 72100 | 060 | 45 SCOTTLAND BLVD BRIDGEWATER MA 02324 | 54.00 | |
| 5865-001 | 70827 | 048 | 450 E DEVON AVE STE 325 ITASCA IL 60143 | 54.00 | ORIGINATED IN GLEN ELLYN |
| 5865-001 | 70888 | 048 | 450 E DEVON ITASCA IL 60143 | 54.00 | ORIGINATED IN MILWAUKEE |
| 5865-001 | 76456 | 106 | 4501 CIRCLE 75 PKWY STE 5110 ATLANTA GA 30339 | 54.00 | |

Page No. 3
04/25/89

| MACHINE | SERIAL | ORIGINAL SCHEDULE | LOCATION | NEW RENTAL COMMENTS AMOUNT |
|---------------|--------|----------------------|-----------------------------------------------|-------------------------------|
| 5865-001 | 76713 | 106 | 4920 W CYPRESS ST STE 103 TAMPA FL 33607 | 54.00 |
| 5865-002 | 75339 | 095 | 523 J ST PERRYSBURG OH 43551 | 54.00 UPGRADED FROM 001 |
| 5865-001 | 72098 | 060 | 545 FIFTH AVE NEW YORK NY 10017 | 54.00 |
| 5865-001 | 001AA | 049 | 55 HAWTHORNE STE 1038 SAN FRANCISCO CA 94105 | 54.00 S/N? |
| 5865-001 | 76004 | 096 | 5805 CUTSHAW AVE SITE 100 RICHMOND VA 23230 | 54.00 |
| 5865-001 | 70828 | 048 | 632 ANTHONY TRAIL RD NORTHBROOK IL 60062 | 54.00 |
| 5865-001 | 71863 | 049 | 6800 PK TEN BLVD STE 142 SAN ANTONIO TX 78213 | 54.00 |
| 5865-001 | 76271 | 096 | 6801 KENILWORTH STE 310 RIVERDALE MD 20737 | 54.00 |
| 5865-001 | 76264 | 096 | 6811 KENILWORTH STE 412 RIVERDALE MD 20737 | 54.00 |
| 5865-001 | 71670 | 048 | 715 FLORIDA S STE 101 MINNEAPOLIS MN 55426 | 54.00 |
| 5865-001 | 71736 | 049 | 7947 MESA DR HOUSTON TX 77208 | 54.00 |
| 5865-001 | 71653 | 048 | 80 BUSINESS PARK DR ARMONK NY 10504 | 54.00 |
| 5865-002 | 032AA | 095 | 800 SECOND AVE NEW YORK NY 10017 | 54.00 UPGRADED FROM 001 |
| 5865-002 | 74955 | 095 | 8011 N POINT BLVD WINSTON SALEM NC 27106 | 54.00 UPGRADED FROM 001 |
| 5865-002 | 75294 | 095 | 815 W WASHINGTON BLVD MONTEPELLO CA 90640 | 54.00 UPGRADED FROM 001 |
| 5865-001 | 76269 | 096 | 8230-B SANDY CT JESSUP MD 20794 | 54.00 |
| 5865-001 | 72134 | 060 | 870 MITTEN RD BURLINGAME CA 94010 | 54.00 |
| 5865-001 | 71005 | 048 | 900 BUFFALO AVE NIAGARA FALLS NY 14302 | 54.00 |
| 5865-002 | 75239 | 095 | 9302 N MERIDIAN STE 299 INDIANAPOLIS IN 46260 | 54.00 UPGRADED FROM 001 |
| 5865-002 | 75337 | 095 | 9502 WILLIAMSBURG PLAZA LOUISVILLE KY 40222 | 54.00 UPGRADED FROM 001 |
| 5865-001 | 71700 | 056 | 9522 BROOKLINE BATON ROUGE LA 70809 | 54.00 |
| 5865-001 | 72036 | 060 | 9620 CARNEGIE CLEVELAND OH 44106 | 54.00 |
| 5865-001 | 76721 | 106 | OSBORNE BLDG STE 312 CHATTANOOGA TN 37411 | 54.00 |
| 5865-001 | 71662 | 048 | SHATTUCK OFFICE CTR ANDOVER MA 01810 | 54.00 |
| 5865-001 | 72130 | 060 | US RT 1 - FORSIDE MALL FALMOUTH ME 04105 | 54.00 |
| *** Total *** | | | | 6168.00 |

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 267757
Date of Filing May 22, 1987 Record Reference Book 512, Page 488
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State
(Last Name First)
Montana's of Glen Burnie, Inc., 7411 Ritchie Highway, Glen Burnie, Maryland 21061

Name of Secured Party or assignee No. Street City State
Jorge M. Garcia, c/o Mr. Richard A. Barsky, 8401 Colesville Road, Suite 600, Silver Spring, Maryland 20910

CHECK APPLICABLE STATEMENT

- CONTINUATION
TERMINATION
RELEASE
ASSIGNMENT
OTHER

RETURN TO:

David E. Weisman, Esquire
Meyer, Faller, Weisman & Greenburg, P. C.
4400 Jenifer Street, N.W., Suite 380
Washington, D.C. 20015

RECORDING FEE 10.00
FILING FEE 1.50
MAY 27 10:57
37/19/87
GK

Debtor(s) or assignor(s) (Seal)
(Corporate, Trade or Firm Name)
Signature of Secured Party or Assignee
Jorge M. Garcia
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

156

ANNE ARUNDEL COUNTY
FINANCING STATEMENT

278007

543 REC-527

Not subject to recordation tax
 Subject to recordation tax on
principal amount of \$ 39,000.00

1. Name of Debtor(s): PATELLE, INC.
Address: 1015 KENSINGTON WAY
ANNAPOLIS, MARYLAND 21403

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

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

A CONTINUING BUSINESS LOAN SECURITY AGREEMENT COVERING ALL EQUIPMENT AND
INVENTORY NOW IN EXISTENCE OR HEREAFTER ACQUIRED.

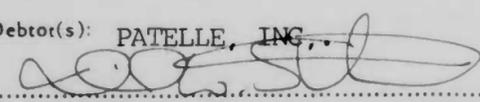
DJ

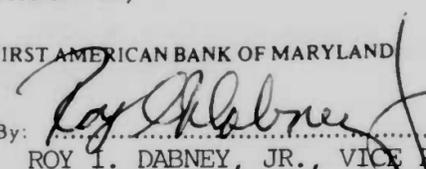
4. Check the statements which apply, if any, and supply the information indicated:

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

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): PATELLE, INC.

.....
MICHAEL W. STOKES, PRESIDENT
.....
.....

Secured Party:
FIRST AMERICAN BANK OF MARYLAND

By:
ROY I. DABNEY, JR., 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)

11/15/80
3/28/80
50

543 REC 528

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) NOT SUBJECT TO RECORDATION TAX Lilly Brothers Yacht Yard, Inc. DBA Lilly Sport Boats 2830 Solomons Island Rd. Edgewater, MD 21037 | 2. Secured Party(ies) and address(es) Bombardier Credit, Inc. East Main Street Road Malone, NY 12953 6/26/89 | 3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECEIVED FEE 10.00 BALTIMORE CITY HAS TREASURY 10/13/89 H. L. GRAY CLERK 519-217 |
| 4. This statement refers to original Financing Statement bearing File No. <u>1.26580</u> ^{2103 B} Filed with <u>Anne Arundel Cty Clerk</u> Date Filed <u>October 22,</u> 19 <u>87</u> | | |
| 5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10. | | |

Please amend debtor(s) box to include: 58 West Central Ave.
Edgewater, MD 21037

No. of additional Sheets presented:

Lilly Brothers Yacht Yard, Inc. DBA Lilly Sport Boats Bombardier Credit, Inc.

By: Arthur Lilly By: Sue LaGrange
 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



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name JAMES JACKSON SR

Address 1283 BACON RIDGE ROAD CROWNSVILLE MD 21032

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.

Address 41 DEFENSE HIGHWAY

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)

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

| | | | | | |
|---|-----|--------|-------------|-------------|-----------|
| 1 | NEW | KUBOTA | 4WD TRACTOR | MN# B9200DT | SN# 50729 |
| 1 | | KUBOTA | LOADER | MN# BF350 | SN# 11705 |

KUBOTA CONTRACT# 13400-818541

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James Jackson Sr.

(Signature of Debtor)

JAMES JACKSON SR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JS

[Signature]

(Signature of Secured Party)

BALDWIN SERVICE CENTER INC
Type or Print Above Name on Above Line

SEC-TREAS.

543 530

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278009

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

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

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

This financing statement Dated 7/11/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6690

Name Gary E. Mazza & Associates, Inc.
Address 133 Defense Highway, Suite 101, Annapolis, MD. 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Highway, Suite 106, 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)

Name and address of Assignee

See Schedule 1 attached hereto and made a part hereof.

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)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Handwritten signature of Gary E. Mazza

(Signature of Debtor)

GARY E. MAZZA
Type or Print Above Name on Above Line

PRESIDENT

PRESIDENT

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Thomas E. Myers

(Signature of Secured Party)

THOMAS E. MYERS, Treas.
Type or Print Above Signature on Above Line

A.A.C.

DJ

1150

DIVERSIFIED LEASING, INC.
133 Defense Highway, Suite 207
Annapolis, MD 21401

543-531

SCHEDULE 1
DESCRIPTION OF EQUIPMENT COLLATERAL

The following description of Collateral supplements, and is part of, the Master Equipment Lease Agreement ("Master Lease") dated July 11, 1989 between the undersigned ("Lessee") and Diversified Leasing, Inc. ("Lessor"):

(Describe Collateral fully, including year, make, model kind of unit, serial and motor numbers and any other pertinent information.)

One (1) Seagate MDL. 4096 80MB Hard Drive S/N
One (1) Active Hub
Five (5) Arcnet Cards
One (1) American Power Conversion MDL #520ES Uninterruptible Power Supply
S/N BAF 3467
One (1) Colorado Tape Systems 40-60 MB Tape Backup System S/N Q35179
Two (2) XT Terminals W/14" Amber Mono Screens, 640K RAM, 360K Floppy Drive,
and Key Boards S/N 10345 S/N 10346
One (1) Cardinal 2400 Baud Modem
Eight (8) Cables
One (1) Toshiba MDL 5620 Copier with all Attachments and Accessories S/N BD607389
One (1) Copier Cabinet
One (1) Sharp F0220 Fax Machine with all Attachments and Accessories S/N SF546X9
One (1) ELS Level II networking Software
One (1) 1.5 Megabyte expansion /with card

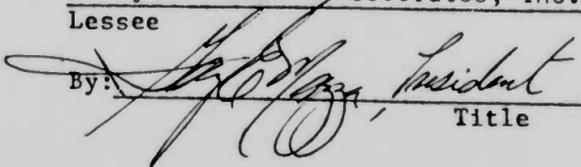
and all other equipment now owned or hereafter acquired and wherever located and all present and future additions, attachments and accessions thereto and all substitutions therefor and replacements thereof.

All of the terms and provisions of the Master Lease are hereby incorporated in, and made a part of, this Schedule to the same extent as if fully set forth herein. Any terms used herein which are defined in the Master Lease shall have the same meanings as are provided therefor in the Master Lease.

Date: July 11, 1989

Gary E. Mazza & Associates, Inc.

Lessee

By: 

Title

PRES.

FINANCING STATEMENT Form UCC-1

Identifying File No. 278010

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5011.00

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

This financing statement Dated 7-4-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HAHN, GEORGE W AND KATHY

Address 1004 5th ST, GLEN BURNIE MD 21061

2. SECURED PARTY

Name BLAZER FINANCIAL SERVICES INC

Address 7479 BALTIMORE ANNAPOLIS 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)

7-15-94

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

Arbek Wall Unit w/ waterbed
Dresser + Mirror
Arbek chest
6 drawer pedestal

DJ
RECORD FEE 12.00
RECORD TAX 38.00
POSTAGE .50
BALANCE DUE THIS DATE 7/14/89
\$ 5011.00
BY: [Signature]
[Signature]

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

George Hahn
(Signature of Debtor)

GEORGE W HAHN
Type or Print Above Name on Above Line

Kathy Hahn
(Signature of Debtor)

12-30-89
KATHY HAHN
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

JOSEPH J. TOMALONIS, JR.
Type or Print Above Signature on Above Line

ANNE ARUNDEL COUNTY
FINANCING STATEMENT

278011

543 533

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$2,000.00....

1. Name of Debtor(s): Warehouse Equipment Supply Company, Inc.
Address: 12011 Guilford Road #104
Annapolis Junction, MD 20701

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

25
RECORDING FEE 200.00
NOTARY FEE 10.00
POSTAGE 1.50
TOTAL 211.50

3. This Financing Statement covers the following types (or items) of property:
All inventory of the Debtor, whether now owned or hereafter acquired.
All equipment of the Debtor, whether now owned or hereafter acquired.
All accounts of the Debtor, whether now existing or hereafter arising.
All other goods (inc., without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (inc., without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired.
All furniture and leasehold improvements of Debtor, whether now owned or hereafter acquired.

4. Check the statements which apply, if any, and supply the information indicated:
TOGETHER WITH:
All accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any
 (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 the foregoing property.)
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.

Warehouse Equipment Supply Company, Inc.

Debtor(s)

By: Benjamin J. Cowley, President

By: Neil B. Sherman, Vice President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: David E. Klein, 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)

11 14.8

543 534

278012

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------|
| This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | | Maturity Date (Optional) |
| Debtor and social security or IRS emp. ID number and Address | Secured Party and Address | |
| TONY CASCIO 1843 BORDEAUX CT SEVERN, MD 21144 | SENCORE INC 3200 SENCORE DRIVE SIOUX FALLS, SD 57107 | |
| This financing statement covers the following types (or items) of property | | |
| SENCORE ELECTRONIC TEST EQUIPMENT. MODEL NUMBERS 1 SC61 | | |
| Describe real estate. (If collateral is crops) The above described crops are growing or are to be grown on, OR (If collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to | | |
| EXEMPT FROM STATE RECORDATION TAX. SECURED PARTY IS SELLER. CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR. AFTER FULL PAYMENT HAS BEEN MADE, IT WILL BECOME THE PROPERTY OF THE DEBTOR. | | |
| Check (X) if covered <input type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of collateral are also covered | | Number of additional sheets, if any: |
| Filed with | | |

DJ
RECORD FEE 11.00
POSTAGE .50
SIOUX FALLS SD 57107
MAY 14 1989
H. ERLE KEMPER
SOUTH DAKOTA COURT

TONY CASCIO
By X Tony M. Cascio
Signature of Debtor
TONY CASCIO

SENCORE INC
By Kris Gies 5-9-89
Signature of Secured Party
KRIS GIES

Form: SOS UCC 310 07/80

UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE

Approved by: Secretary of State, State of South Dakota.

(1) FILING OFFICER COPY - ALPHABETICAL

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 278013

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

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

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

1. DEBTOR

Name Nationwide Mutual Insurance Company
Address One Nationwide Plaza, Columbus, Ohio 43215

2. SECURED PARTY

Name The Huntington Leasing Company
Address 41 South High Street, Columbus, Ohio 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.

Name and address of Assignee

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

CHECK THE LINES WHICH APPLY

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

(Signature of Debtor)
NATIONWIDE MUTUAL INSURANCE COMPANY
Type or Print Above Name on Above Line
J. Bauer
(Signature of Debtor)
Jeffrey P. Bauer, Manager
Type or Print Above Signature on Above Line

THE HUNTINGTON LEASING COMPANY
(Signature of Secured Party)
Lawrence Duncan, Asst. Vice President
Type or Print Above Signature on Above Line

11 60

(169572) 66381JB

NATIONWIDE MUTUAL INSURANCE COMPANY

EXHIBIT "A"

Lease No. 89072 Schedule No. 27

| <u>BLDG CODE</u> | <u>INVENTORY TAG #</u> | <u>CATEGORY CODE</u> | <u>DESCRIPTION</u> | <u>COST</u> |
|------------------|------------------------|----------------------|--------------------|-------------|
| 5220 | 408650 | CBXI | METAL CABINET | 143.65 |

EQUIPMENT LOCATION:
CROWN INN ROUT 50
EASTON (TALBOT) MARYLAND
TAX DISTRICT 20 0020

| | | | | |
|------|---------|------|-------------------------|------------|
| 5200 | 408741- | | | |
| | 408744 | BIND | (4) BINDER BIN (230.36) | 921.44 |
| | 408745- | | | |
| | 408748 | LGHT | (4) 52" LIGHT (117.52) | 470.08 |
| | 286072 | DP03 | DESK | 481.00 |
| | 286073 | BK03 | BOOKCASE | 153.00 |
| | 285250 | FV05 | FILE | 223.50 |
| | 408780 | CH03 | CHAIR | 339.50 |
| | 408628 | CH05 | CHAIR | 291.00 |
| | 408629 | CH05 | CHAIR | 291.00 |
| | 408781- | | | |
| | 408784 | CH05 | (4) CHAIR (291) | 1164.00 |
| | 408630- | | | |
| | 408636 | CH03 | (7) CHAIR (339.50) | 2376.50 |
| | 408637 | CH05 | CHAIR | 291.00 |
| | 408627 | BK03 | BOOKCASE | 144.00 |
| | 408785 | BK03 | BOOKCASE | 144.00 |
| | 408600- | | | |
| | 408619 | BXXI | (20) BOOKCASE (170) | 3400.00 |
| | 408620 | TA20 | TABLE | 111.44 |
| | 408651- | | | |
| | 408654 | SM03 | (4) DESK (142.50) | 570.00 |
| | 408649 | TA03 | TABLE | 240.62 |
| | 408755 | TA04 | TABLE | 247.00 |
| | 408756 | TA04 | TABLE | 247.00 |
| | 408757 | KYBD | KEYBOARD SHELF | 116.50 |
| | 408758 | KYBD | KEYBOARD SHELF | 116.50 |
| | 286098 | CH03 | CHAIR | 359.87 |
| | 286095 | FV05 | FILE | 223.50 |
| | 408759 | FV05 | FILE | 243.00 |
| | | | TOTAL | \$13165.45 |

EQUIPMENT LOCATION:
2500 RIVA ROAD SE
ANNAPOLIS (ANNE ARUNDEL) MARYLAND
TAX DISTRICT 20 0002

| | | | | |
|------|--------|------|-------|--------|
| 5244 | 408779 | TA20 | TABLE | 111.44 |
|------|--------|------|-------|--------|

222 BOSLEY AVE
TOWSON (BALTIMORE) MARYLAND
TAX DISTRICT 20 0003

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278014

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

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

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

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

1. DEBTOR

Name Nationwide Mutual Insurance Company
Address One Nationwide Plaza Columbus, Ohio 43215

RECORD FEE 11.00
POSTAGE .50
GR... 07-15-99

2. SECURED PARTY

Name The Huntington Leasing Company
Address 41 South High Street Columbus, Ohio 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.

Name and address of Assignee

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

Anne Arundel County CHECK [X] THE LINES WHICH APPLY

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

[Signature] (Signature of Debtor)

NATIONWIDE MUTUAL INSURANCE COMPANY
Type or Print Above Name on Above Line

Jeffrey P. Bauer, Manager
Type or Print Above Signature on Above Line

THE HUNTINGTON LEASING COMPANY
[Signature] (Signature of Secured Party)

Lawrence Duncan, Asst. Vice President
Type or Print Above Signature on Above Line

(155399) 6638/IB

1/50

NATIONWIDE MUTUAL INSURANCE COMPANY

EXHIBIT "A"

Lease No. 89071 Schedule No. 26

| <u>BLDG CODE</u> | <u>INVENTORY TAG #</u> | <u>CATEGORY CODE</u> | <u>DESCRIPTION</u> | <u>COST</u> |
|------------------|------------------------|----------------------|---------------------|-------------|
| 5200 | 286012- | | | |
| | 286015 | CAMC | (4) CAMCORDER(1100) | 4400.00 |
| | 286016 | VCR | VCR | 200.00 |
| | 286017 | TV | TV | 300.00 |
| | 408754 | ARM | CRT ARM | 130.50 |
| | 408643 | PROJ | OVERHEAD PROJECTOR | 389.40 |
| | 408644 | PROJ | PROJECTOR | 100.55 |
| | 408760 | FAX2 | FAX MACHINE | 2033.50 |
| | | | TOTAL | \$7553.95 |

EQUIPMENT LOCATION:
2500 RIVA ROAD SE
ANNAPOLIS (ANNE ARUNDEL) MARYLAND
TAX DISTRICT 20 0002

543 539

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. 255965

RECORDED IN LIBER _____ FOLIO _____ ON July 31, 1984 (DATE)

1. DEBTOR

Name Burlington Air Express Inc.

Address 18200 Von Karman Avenue, Irvine, California 92715

2. SECURED PARTY

Name Wilmington Trust Company, as Indenture Trustee

Address Rodney Square North, Wilmington, Delaware 19890

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

WBB

RECORDED
INDEXED
JUL 13 1989
M. B. ...
... ..

Dated July 13, 1989

[Signature]
(Signature of Secured Party)
WILMINGTON TRUST COMPANY,
as Indenture Trustee
Type or Print Above Name on Above Line

185

Anne Arundel County - Chattels

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

OPTIC GRAPHICS, INC.
101 Dover Road
Glen Burnie, Maryland 21061

Additional Collateral Location
170 Penrod Court
Glen Burnie, Maryland 21061

GK

2. NAME AND ADDRESS OF SECURED PARTY:

THE PHILADELPHIA NATIONAL BANK
The World Trade Center Suite 2524
Baltimore, Maryland 21202

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.

(b) All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all

RETURN TO:

Hogan & Hartson
111 S. Calvert Street
Baltimore, MD 21202

materials and supplies usable or used or consumed in the course of Debtor's business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever.

(c) All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, deposits with sureties on bonded contracts, all goods returned, repossessed, or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtor may at any time have, by law or agreement, against any account debtor or other obligor obligated to make such payment and all rights, liens and security interests which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks.

(d) All property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession, all property and assets of Debtor in or on which Secured Party has, or may in the future acquire or be granted, a lien or security interest, and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the property described in this Item 3 in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the property described in this Item 3, whether in the possession of Debtor or any other person.

4. Proceeds and products of collateral are covered hereunder.

5. This transaction is not exempt from the recordation tax. The principal amount of debt initially incurred is \$600,000.00, of which \$215,634.49 is taxable as computed in the attached Recordation Tax Calculation Statement.

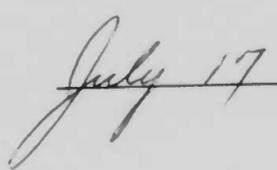
6. RETURN TO: Kevin G. Gralley, Esquire
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

DEBTOR:

OPTIC GRAPHICS, INC.

By: 

David A. Kinlein, President

 July 17, 1989

RECORDATION TAX CALCULATION

TO: The Clerk of the Circuit Court for Anne Arundel County

| | | |
|--------------------------------------------------------------|----------------|-------------------------------|
| Value of equipment, other non-exempt personal property | \$2,753,273.00 | x \$600,000.00 = \$215,634.49 |
| <hr/> | | |
| Total value of all personal property collateral | \$7,660,944.00 | |

Amount not exempt from tax = \$215,634.49

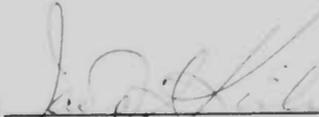
Tax Due on \$215,634.49 = \$1,512.00

Tax paid on Deed of Trust filed simultaneously herewith = \$2,800.00

Net Tax Due = \$0

OPTIC GRAPHICS, INC. (Debtor)

Date: July 17, 1989

By: 
David A. Kinlein
President

INDEMNITY FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

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

1. NAME AND ADDRESS OF INDEMNITOR: STONE-SNYDER GENERAL PARTNERSHIP
8094 Edwin Raynor Boulevard
Suite C
Pasadena, Maryland 21122
2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK
Real Estate Industries Group
10 Light Street, 19th Floor
Baltimore, Maryland 21202

3. This Indemnity Financing Statement covers all right, title and interest of the Indemnitor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted thereon, 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 Indemnitor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" 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

PROPERTY FEE
SUBMIT FEE
1989-07-15 1:45 P01 715:52
GK 31.00
.50
07/18/89

3/1

(iii) the collateral described in this Financing Statement. The Land is also described in an Indemnity Deed of Trust, Assignment and Security Agreement dated July 14, 1989 (the "Deed of Trust") executed by the Indemnitor for the benefit of Margaret D. Kirmil and Constance M. Creamer, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

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

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Indemnitor certifies that no Recordation Tax is payable in connection with the recording of this Indemnity Financing Statement.

6. The Indemnitor is the record owner of the Land described in Exhibit A.

INDEMNITOR:

STONE-SNYDER GENERAL PARTNERSHIP

By George Stone
George Stone
Partner

By Charles Snyder
Charles Snyder
Partner

Filing Officer: After recordation, please return this Financing Statement to:

Jeffrey H. Seibert, Esquire
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

PROPERTY DESCRIPTION

ALL those lots or parcels of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

PARCEL A

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND SITUATE IN THE SIXTH (6TH) ASSESSMENT DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AND BEING PART OF THE LAND CONVEYED BY GILBERT B. WEINER, SUBSTITUTED TRUSTEE, TO ANTHONY T. A. CREWS BY DEED DATED JUNE 12, 1979, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND, IN LIBER 3209 AT FOLIO 354 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING for the same at the northeasterlymost corner of the land shown as the physical possession by the Estate of John Sembly, Jr., as shown on a plat entitled "Subdivision of the John Sembly, Jr., Property", and recorded among the aforesaid Land Records in F.S.R. 89 at Folio 69, thence leaving said lands and extending along the lands of West Capital Associates, Southern Concrete Company, a Maryland Corporation and Parcel "A" of the Cuccia Property said properties being recorded among the Land Records in Liber 3309 at Folio 406, Liber 1687 at Folio 401 and on a plat entitled "Cuccia Property" and recorded in Plat Book 64 at Folio 8, respectively, N 38 degrees 24 minutes 39 seconds E a distance of 1091.22 feet thence leaving said lands and extending along the outlines of Section Two of the Annapolis Business Center as shown on a plat entitled "Further Second Amended Plat of Annapolis Business Center" and recorded among the Land Records in Plat Book 90 at Page 6, the three (3) following courses and distances:

- (1) S 14 degrees 16 minutes 58 seconds E a distance of 66.39 feet
- (2) S 23 degrees 2 minutes 41 seconds E a distance of 168.30 feet
- (3) S 38 degrees 16 minutes 39 seconds W a distance of 685.85 feet

to the easterly right of way line of Moreland Parkway, 60 feet wide, thence extending along said right of way and also the right of way of Gibraltar Street the two (2) following courses and distances:

- (1) in a curve deflecting to the left having a radius of 80.00 feet and a length of 89.44 feet, subtended by a chord whose bearing in S 70 degrees 18 minutes 21 seconds W and whose length is 84.85 feet

PROPERTY DESCRIPTION

(2) S 38 degrees 16 minutes 39 seconds W a distance of 212.39 feet to the southeasterlymost corner of the remaining land of the first mentioned parcel (F.S.R. 89, Folio 69)

thence extending said lands N 51 degrees 41 minutes 21 seconds W a distance of 157.91 feet to the place of beginning.

Containing 195,183 square feet or 4.48 acres of land.

PARCEL B

Description of residue parcel plat of property of James Baker, et. al. Plat Book 90 at page 7, District Three, Anne Arundel County, Maryland.

BEGINNING for the same at a point, said point beginning at the beginning of the first line of that parcel of land first described in the conveyance from Anthony Saia, et. al. to James Baker, et. al. by deed dated February 23, 1978, recorded among the land records of Anne Arundel County, Maryland, in liber 3061 at folio 588, said point also being at the end of the third line of that parcel of land third described in the conveyance from Harold C. Dix, et. al. to Anne Arundel County, Maryland, by deed dated March 6, 1972, recorded among the land records of Anne Arundel County, Maryland, in Liber 2476, folio 250, said point being located distant South 75 degrees 16 minutes 22 seconds West 295.00 feet from a stone found at the end of the second line of the third parcel of the second abovementioned conveyance; thence leaving the point of beginning and running along the fourth line of the third parcel of the second abovementioned conveyance and also binding reversely along the fourth line of the first parcel of the first abovementioned conveyance, as now surveyed and referring the courses of this description to the Maryland State Grid Meridian, South 19 degrees 06 minutes 52 seconds East, 792.26 feet to an axle found thence leaving the outline of the third parcel of the second abovementioned conveyance and running reversely along part of the third line of the first parcel of the first abovementioned conveyance, South 88 degrees 34 minutes 37 seconds West, 587.90 feet to a point, said point being at the beginning of the first line of that parcel of land described in the conveyance from Johnnie D. Saia and wife to John Saia and wife, by deed dated November 17, 1977 recorded among the land records of Anne Arundel County, Maryland, in Liber 3030 at folio 483, said point being located distant North 88 degrees 34 minutes 37 seconds East, 318.27 feet from an iron pipe formed at the end of the said first line of the third abovementioned conveyance; thence leaving the third line

PROPERTY DESCRIPTION

of the first parcel of the first abovementioned conveyance and running reversely along the fourth line and part of the third line of the third abovementioned conveyance, North 03 degrees 25 minutes 23 seconds West, 273.73 feet and South 88 degrees 34 minutes 37 seconds West, 183.14 feet to a point, said point being the easternmost termination of a 40-foot common use right-of-way (Headquarters Drive), as shown on the record plat entitled "Plat of Property of James Baker, et. al.", recorded among the land records of Anne Arundel County, Maryland, in Plat Book 90 at page 7; thence leaving the said third line of the third abovementioned conveyance and running along the said easternmost termination of the abovementioned 40-foot common use right-of-way (Headquarters Drive), North 01 degrees 25 minutes 23 seconds West, 40.00 feet to a point, said point being the southeasternmost corner of Lot 2, as shown on the abovementioned record plat; thence leaving the abovementioned easternmost termination of the 40-foot common use right-of-way (Headquarters Drive) and running along the easterly outlines of the abovementioned Lot 2, North 01 degrees 25 minutes 23 seconds West 237.20 feet, North 45 degrees 16 minutes 22 seconds East, 108.67 feet, and North 14 degrees 43 minutes 38 seconds West, 20.00 feet to a point on the first line of that parcel of land first described in the first abovementioned conveyance; thence leaving the outline of the abovementioned Lot 2 and running reversely along part of the first line of the first parcel of the first abovementioned conveyance, North 75 degrees 16 minutes 22 seconds East, 478.18 feet to the point of beginning; containing 9.382 acres of land more, or less.

PARCEL C1, C2, and C3.

ALL that tract or parcel of land located in the 3rd Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point formed by the intersection of the fifth line of that parcel of land described in the conveyance from Adam J. and Agnes K. Poplar to Donald R. Christ, et. al. by deed dated November 18, 1968, recorded among the land records of Anne Arundel County, Maryland in Liber 2223 at Page 354, and the easternmost side of Crain Highway (Maryland Route 3), as shown on State Highway Administration Plat No. 15807; thence leaving said fourth line and referring the courses of this description to the Maryland State Grid Meridian and running through the abovementioned conveyance and binding on said easternmost side of Crain Highway along the arc of a curve to the right having a radius of 2,901.70 feet for an arc distance of 209.90 feet, said arc having a chord of North 07 degrees 40 minutes 22 seconds West

PROPERTY DESCRIPTION

209.85 feet to a point formed by the intersection of the second line of the abovementioned conveyance with said easternmost side of Crain Highway, as shown on the abovementioned plat; thence leaving the abovementioned conveyance and running through that parcel of land described in the conveyance from Samuel and Anna Saia to John and June A. Saia by deed dated March 7, 1946 recorded among the land records of Anne Arundel County, Maryland in Liber JHH 354 at Page 150, and continuing along said easternmost side of Crain Highway along the arc of a curve to the right having a radius of 2,901.70 feet for an arc distance of 65.08 feet, said arc having a chord of North 04 degrees 57 minutes 25 seconds West 65.08 feet to a point formed by the intersection of the fifth line of the second abovementioned conveyance with said easternmost side of Crain Highway, as shown on the abovementioned plat; thence leaving the easternmost side of Crain Highway and running along part of said fifth line North 88 degrees 34 minutes 37 seconds East 468.95 feet; thence leaving the second abovementioned conveyance and running along the third line of that parcel of land described in the conveyance from Johnnie D. and Paulette A. Saia to John and June A. Saia by deed dated November 17, 1977, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3030 at Page 483, North 88 degrees 34 minutes 37 seconds East 318.27 feet; thence along the second line of the third abovementioned conveyance South 03 degrees 25 minutes 23 seconds East 273.73 feet; thence along the first line of the third abovementioned conveyance South 88 degrees 34 minutes 37 seconds West 318.27 feet; thence leaving the third abovementioned conveyance and running along the third line of the second abovementioned conveyance South 88 degrees 34 minutes 37 seconds West 268.77 feet; thence leaving the second abovementioned conveyance and running along part of the fourth line of the first abovementioned conveyance South 88 degrees 34 minutes 37 seconds West 182.88 feet to the place of beginning; CONTAINING 4.903 acres of land, more or less.

278017

543 551

FINANCING STATEMENT

TO BE RECORDED AMONG
THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
AND WITH THE MARYLAND DEPARTMENT OF ASSESSMENTS AND TAXATION

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

- | | |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| 1. NAME AND ADDRESS OF DEBTOR: | STONE-SNYDER GENERAL PARTNERSHIP 8094 Edwin Raynor Boulevard Suite C Pasadena, Maryland 21122 Attention: George W. Stone, Partner |
| 2. NAME AND ADDRESS OF SECURED PARTY: | MARYLAND NATIONAL BANK Real Estate Industries Group 10 Light Street, 19th Floor Baltimore, Maryland 21202 |
- RECORDING FEE 1.00
POSTAGE .50
#419700 0345 901 118452
07/18/89
CK

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 (here-
inafter defined), including, without limitation, (i) all building
materials, fixtures, equipment and other tangible personal
property of every kind and nature whatsoever (other than con-
sumable goods, and trade fixtures or other personal property
owned by tenants occupying the Property), (ii) any franchise or
license agreements and management agreements entered into with
respect to the Property or the business conducted therein (pro-
vided all of such agreements shall be subordinate to the Deed of
Trust (hereinafter defined), and the Secured Party shall have no
responsibility for the performance of the Debtor's obligations
thereunder), and (iii) all plans and specifications, contracts
and subcontracts for the construction or repair of the Property,
sewer taps, allocations and agreements for utilities, bonds,
permits, licenses, guarantees, warranties, causes of action,
judgments, claims, profits, security deposits, utility deposits,
refunds of fees or deposits paid to any governmental authority,
letters of credit and policies of insurance. The term "Property"
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

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placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated July 14, 1989 (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and Constance M. Creamer, 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.

(g) All of the Debtor's right, title and interest in and to an Interest Rate Protection Agreement dated as of July 1, 1989 between the Debtor and the Secured Party, together with all payments thereunder.

4. This Financing Statement also covers (a) all "Proceeds" of the Property and the Cap Agreement, 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.

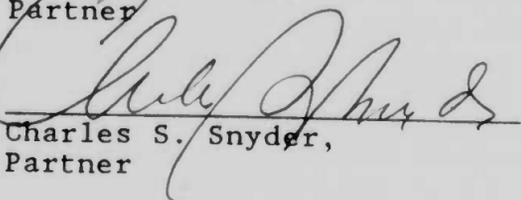
DEBTOR:

STONE-SNYDER GENERAL PARTNERSHIP

By:


George W. Stone,
Partner

By:


Charles S. Snyder,
Partner

Filing Officer: After recordation, please return this Financing Statement to:

Robert L. Doory, Jr., Esquire
Miles & Stockbridge
10 Light Street, 10th Floor
Baltimore, Maryland 21202

TL: MN418604.FIS

PROPERTY DESCRIPTION

ALL those lots or parcels of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

PARCEL A

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND SITUATE IN THE SIXTH (6TH) ASSESSMENT DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AND BEING PART OF THE LAND CONVEYED BY GILBERT B. WEINER, SUBSTITUTED TRUSTEE, TO ANTHONY T. A. CREWS BY DEED DATED JUNE 12, 1979, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND, IN LIBER 3209 AT FOLIO 354 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING for the same at the northeasterlymost corner of the land shown as the physical possession by the Estate of John Sembly, Jr., as shown on a plat entitled "Subdivision of the John Sembly, Jr., Property", and recorded among the aforesaid Land Records in F.S.R. 89 at Folio 69, thence leaving said lands and extending along the lands of West Capital Associates, Southern Concrete Company, a Maryland Corporation and Parcel "A" of the Cuccia Property said properties being recorded among the Land Records in Liber 3309 at Folio 406, Liber 1687 at Folio 401 and on a plat entitled "Cuccia Property" and recorded in Plat Book 64 at Folio 8, respectively, N 38 degrees 24 minutes 39 seconds E a distance of 1091.22 feet thence leaving said lands and extending along the outlines of Section Two of the Annapolis Business Center as shown on a plat entitled "Further Second Amended Plat of Annapolis Business Center" and recorded among the Land Records in Plat Book 90 at Page 6, the three (3) following courses and distances:

- (1) S 14 degrees 16 minutes 58 seconds E a distance of 66.39 feet
- (2) S 23 degrees 2 minutes 41 seconds E a distance of 168.30 feet
- (3) S 38 degrees 16 minutes 39 seconds W a distance of 685.85 feet

to the easterly right of way line of Moreland Parkway, 60 feet wide, thence extending along said right of way and also the right of way of Gibraltar Street the two (2) following courses and distances:

- (1) in a curve deflecting to the left having a radius of 80.00 feet and a length of 89.44 feet, subtended by a chord whose bearing in S 70 degrees 18 minutes 21 seconds W and whose length is 84.85 feet

PROPERTY DESCRIPTION

(2) S 38 degrees 16 minutes 39 seconds W a distance of 212.39 feet to the southeasterlymost corner of the remaining land of the first mentioned parcel (F.S.R. 89, Folio 69)

thence extending said lands N 51 degrees 41 minutes 21 seconds W a distance of 157.91 feet to the place of beginning.

Containing 195,183 square feet or 4.48 acres of land.

PARCEL B

Description of residue parcel plat of property of James Baker, et. al. Plat Book 90 at page 7, District Three, Anne Arundel County, Maryland.

BEGINNING for the same at a point, said point beginning at the beginning of the first line of that parcel of land first described in the conveyance from Anthony Saia, et. al. to James Baker, et. al. by deed dated February 23, 1978, recorded among the land records of Anne Arundel County, Maryland, in liber 3061 at folio 588, said point also being at the end of the third line of that parcel of land third described in the conveyance from Harold C. Dix, et. al. to Anne Arundel County, Maryland, by deed dated March 6, 1972, recorded among the land records of Anne Arundel County, Maryland, in Liber 2476, folio 250, said point being located distant South 75 degrees 16 minutes 22 seconds West 295.00 feet from a stone found at the end of the second line of the third parcel of the second abovementioned conveyance; thence leaving the point of beginning and running along the fourth line of the third parcel of the second abovementioned conveyance and also binding reversely along the fourth line of the first parcel of the first abovementioned conveyance, as now surveyed and referring the courses of this description to the Maryland State Grid Meridian, South 19 degrees 06 minutes 52 seconds East, 792.26 feet to an axle found thence leaving the outline of the third parcel of the second abovementioned conveyance and running reversely along part of the third line of the first parcel of the first abovementioned conveyance, South 88 degrees 34 minutes 37 seconds West, 587.90 feet to a point, said point being at the beginning of the first line of that parcel of land described in the conveyance from Johnnie D. Saia and wife to John Saia and wife, by deed dated November 17, 1977 recorded among the land records of Anne Arundel County, Maryland, in Liber 3030 at folio 483, said point being located distant North 88 degrees 34 minutes 37 seconds East, 318.27 feet from an iron pipe formed at the end of the said first line of the third abovementioned conveyance; thence leaving the third line

PROPERTY DESCRIPTION

of the first parcel of the first abovementioned conveyance and running reversely along the fourth line and part of the third line of the third abovementioned conveyance, North 03 degrees 25 minutes 23 seconds West, 273.73 feet and South 88 degrees 34 minutes 37 seconds West, 183.14 feet to a point, said point being the easternmost termination of a 40-foot common use right-of-way (Headquarters Drive), as shown on the record plat entitled "Plat of Property of James Baker, et. al.", recorded among the land records of Anne Arundel County, Maryland, in Plat Book 90 at page 7; thence leaving the said third line of the third abovementioned conveyance and running along the said easternmost termination of the abovementioned 40-foot common use right-of-way (Headquarters Drive), North 01 degrees 25 minutes 23 seconds West, 40.00 feet to a point, said point being the southeasternmost corner of Lot 2, as shown on the abovementioned record plat; thence leaving the abovementioned easternmost termination of the 40-foot common use right-of-way (Headquarters Drive) and running along the easterly outlines of the abovementioned Lot 2, North 01 degrees 25 minutes 23 seconds West 237.20 feet, North 45 degrees 16 minutes 22 seconds East, 108.67 feet, and North 14 degrees 43 minutes 38 seconds West, 20.00 feet to a point on the first line of that parcel of land first described in the first abovementioned conveyance; thence leaving the outline of the abovementioned Lot 2 and running reversely along part of the first line of the first parcel of the first abovementioned conveyance, North 75 degrees 16 minutes 22 seconds East, 478.18 feet to the point of beginning; containing 9.382 acres of land more, or less.

PARCEL C1, C2, and C3.

ALL that tract or parcel of land located in the 3rd Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point formed by the intersection of the fifth line of that parcel of land described in the conveyance from Adam J. and Agnes K. Poplar to Donald R. Christ, et. al. by deed dated November 18, 1968, recorded among the land records of Anne Arundel County, Maryland in Liber 2223 at Page 354, and the easternmost side of Crain Highway (Maryland Route 3), as shown on State Highway Administration Plat No. 15807; thence leaving said fourth line and referring the courses of this description to the Maryland State Grid Meridian and running through the abovementioned conveyance and binding on said easternmost side of Crain Highway along the arc of a curve to the right having a radius of 2,901.70 feet for an arc distance of 209.90 feet, said arc having a chord of North 07 degrees 40 minutes 22 seconds West

PROPERTY DESCRIPTION

209.85 feet to a point formed by the intersection of the second line of the abovementioned conveyance with said easternmost side of Crain Highway, as shown on the abovementioned plat; thence leaving the abovementioned conveyance and running through that parcel of land described in the conveyance from Samuel and Anna Saia to John and June A. Saia by deed dated March 7, 1946 recorded among the land records of Anne Arundel County, Maryland in Liber JHH 354 at Page 150, and continuing along said easternmost side of Crain Highway along the arc of a curve to the right having a radius of 2,901.70 feet for an arc distance of 65.08 feet, said arc having a chord of North 04 degrees 57 minutes 25 seconds West 65.08 feet to a point formed by the intersection of the fifth line of the second abovementioned conveyance with said easternmost side of Crain Highway, as shown on the abovementioned plat; thence leaving the easternmost side of Crain Highway and running along part of said fifth line North 88 degrees 34 minutes 37 seconds East 468.95 feet; thence leaving the second abovementioned conveyance and running along the third line of that parcel of land described in the conveyance from Johnnie D. and Paulette A. Saia to John and June A. Saia by deed dated November 17, 1977, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3030 at Page 483, North 88 degrees 34 minutes 37 seconds East 318.27 feet; thence along the second line of the third abovementioned conveyance South 03 degrees 25 minutes 23 seconds East 273.73 feet; thence along the first line of the third abovementioned conveyance South 88 degrees 34 minutes 37 seconds West 318.27 feet; thence leaving the third abovementioned conveyance and running along the third line of the second abovementioned conveyance South 88 degrees 34 minutes 37 seconds West 268.77 feet; thence leaving the second abovementioned conveyance and running along part of the fourth line of the first abovementioned conveyance South 88 degrees 34 minutes 37 seconds West 182.88 feet to the place of beginning; CONTAINING 4.903 acres of land, more or less.

278318

543 PAGE 558

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)
CLC Training Corp.
Suite 155
Opus West II
2411 Opus Place
Downers Grove, Illinois 60515

2 Secured Party(ies) and address(es)
Bankers Trust Company, as Agent
280 Park Avenue
New York, New York 10017
Att: James H. Brown
Vice President

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

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

See Schedule A attached hereto and made a part hereof.

Amount of taxable debt - \$1,000.00
Tax being paid in the amount of \$7.00

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

RETURN TO:

LEXIS • DOCUMENT SERVICES

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) filed with Anne Arundel Co.,
 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
Springfield, Maryland

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented 3

CLC TRAINING CORP.

BANKERS TRUST COMPANY, as Agent

Harry H. Gaines, Pres.

James H. Brown, V.P.

By: *Harry H. Gaines*
Signature(s) of Debtor(s)

By: *James H. Brown*
Signature(s) of Secured Party(ies)

Title

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1. (For Use in Most States)

9480 JM 110593

M&S DRAFT - 05/31/89

Schedule A attached to and
made a part of UCC-1 Financing Statement
naming CLC TRAINING CORP., as Debtor, and
BANKERS TRUST COMPANY as Agent, as Secured Party

This financing statement covers all of the Debtor's rights, title and interests in, to and under:

1. All accounts receivable, contract rights, book debts, notes, drafts, instruments, documents, acceptances and other forms of obligations (including, without limitation, obligations of any Person to the Debtor, whether for borrowed money or otherwise, or obligations of any local, state or federal governmental agency or other body to the Debtor) now owned or hereafter received or acquired by or belonging or owing to the Debtor (including under any trade names, styles or divisions thereof) whether arising out of goods sold or services rendered or licenses made by the Debtor or from any other transaction, whether or not the same involves the sale, lease or license of goods (including, without limitation, any obligation which might be characterized as an account, general intangible or chattel paper under the Uniform Commercial Code) and all of the Debtor's rights in, to and under all license, service and consulting agreements now owned or hereafter created, arising or received or acquired by it for or with respect to goods, general intangibles or services and all of the Debtor's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid seller's rights), and all other moneys due or to become due to the Debtor under all contracts for the sale, lease or license of goods or general intangibles and/or the performance of services by it (whether or not yet earned by performance on the part of the Debtor) or in connection with any other transaction, now in existence or hereafter arising, including, without limitation, the right to receive the proceeds of and enforce all other obligations to the Debtor arising under, said license, service and consulting agreements, and all collateral, security and guarantees of any kind given by any person with respect to any of the foregoing (all of the foregoing hereinafter referred to as "Accounts");
2. Any agreement now or hereafter existing relating to the terms of payment of any Account or the terms of performance which give rise to an Account or otherwise provide rights and benefits to the Debtor;
3. All machinery, equipment, computers and parts thereof and accessories thereto, office equipment, furniture, furnishings, fixtures and all other goods that are considered

"equipment" under the Uniform Commercial Code, now owned or hereafter acquired by, or belonging to, the Debtor and wherever located, and all additions, appurtenances and accessions thereto and substitutions and replacements thereof;

4. All general intangibles of every nature, whether presently existing or hereafter acquired or created (and whether or not foreseeable), of the Debtor including, without limitation, all tort and other claims (including, but not limited to, those arising in tort, by contract, by statute or under any other theory of liability in favor of the Debtor in connection with or by reason of any misrepresentation or default under or in connection with the Acquisitions and/or the Purchase Agreements), choses in action, judgments, patents, patent applications, trademarks, trademark applications, tradenames (including, but not limited to, the trade name "Computer Learning Centers"), licensing agreements, royalty payments, course curricula, proprietary technical information and data, computer software, protocols, instructions, mailing and customer lists, copyrights, copyright applications, service names, service marks (including, but not limited to, the service marks "Computer Learning Center" and "CLC"), logos, goodwill and deposit accounts and, in any event, all general intangibles within the meaning of the Uniform Commercial Code;

5. All tools, goods, books, manuals, computer disks, videotapes, audiotapes, equipment and other physical materials which incorporate any of the items that are now or hereafter owned or held by the Debtor for sale or which are to be furnished under any contract for supply or service (including but not limited to course curriculum and computer programs); all raw materials, work in process, material used or consumed in the business of the Debtor; as well as all other goods that are considered "inventory" under the Uniform Commercial Code, now owned or hereafter acquired by, or belonging to, the Debtor and wherever located;

6. All of Debtor's interest, claims, rights and title as lessee or sublessee under all present and future leases or subleases of real, personal or mixed property;

7. Any and all rights and properties acquired by the Debtor under or pursuant to the Purchase Agreements;

8. All products and proceeds of each of the foregoing; proceeds having the meaning assigned to such term in the Uniform Commercial Code and, in any event, proceeds shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seiz-

ure or forfeiture of all or any part of the foregoing by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing; and

9. All books and records of the Debtor (excluding tax records) relating to any of the foregoing, including computer tapes, disks or other media containing such information.

As used herein, the following terms have the following meanings:

"Acquisitions" means the acquisitions by the Debtor pursuant to each of the Purchase Agreements.

"Person" means any individual, partnership, firm, corporation, association, joint venture, trust or other entity, or any government or political subdivision or agency, department or instrumentality thereof.

"Purchase Agreements" means each of (i) the Asset Purchase Agreement dated June 30, 1987 between the Debtor and BOC Group, Inc. and (ii) the Assets Purchase Agreement dated May 31, 1989 between the Debtor and Blessing/White Incorporated.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

DEBTOR:

CLC TRAINING CORP.

By: [Signature]
Title:

Address:

Suite 155
Opus West II
2411 Opus Place
Downers Grove,
Illinois 60516

SECURED PARTY:

BANKERS TRUST COMPANY, as Agent

By: [Signature]
Title:

Address:

280 Park Avenue
New York, New York 10017
Attention: James H. Brown
Vice President

LD:51628/100-1.12

543-562

not used

7-19-89

278010

543 563

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) Blessing/White Inc. 900 State Road Princeton, New Jersey 08540 | 2 Secured Party(ies) and address(es) Bankers Trust Company, as Agent 280 Park Avenue New York, New York 10017 Att: James H. Brown, V.P. | 3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|

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

See Schedule A attached hereto and made a part hereof.

Amount of taxable debt - \$1,000.00
Tax being paid in the amount of \$7.00

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

RETURN TO:
LEXIS DOCUMENT SERVICES

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: 3

| | |
|----------------------------|------------------------------------|
| BLESSING/WHITE INC. | BANKERS TRUST COMPANY, as Agent |
| Harry H. Gaines, Pres. | James H. Brown, V.P. |
| By: <i>Harry H. Gaines</i> | By: <i>James H. Brown</i> |
| Signature(s) of Debtor(s) | Signature(s) of Secured Party(ies) |
| Title | Title |

9480 JM 110582



Schedule A attached to and
made a part of UCC-1 Financing Statement
naming BLESSING/WHITE INC., as Debtor, and
BANKERS TRUST COMPANY as Agent, as Secured Party

This financing statement covers all of the Debtor's rights, title and interests in, to and under:

1. All accounts receivable, contract rights, book debts, notes, drafts, instruments, documents, acceptances and other forms of obligations (including, without limitation, obligations of any Person to the Debtor, whether for borrowed money or otherwise, or obligations of any local, state or federal governmental agency or other body to the Debtor) now owned or hereafter received or acquired by or belonging or owing to the Debtor (including under any trade names, styles or divisions thereof) whether arising out of goods sold or services rendered or licenses made by the Debtor or from any other transaction, whether or not the same involves the sale, lease or license of goods (including, without limitation, any obligation which might be characterized as an account, general intangible or chattel paper under the Uniform Commercial Code) and all of the Debtor's rights in, to and under all license, service and consulting agreements now owned or hereafter created, arising or received or acquired by it for or with respect to goods, general intangibles or services and all of the Debtor's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid seller's rights), and all other moneys due or to become due to the Debtor under all contracts for the sale, lease or license of goods or general intangibles and/or the performance of services by it (whether or not yet earned by performance on the part of the Debtor) or in connection with any other transaction, now in existence or hereafter arising, including, without limitation, the right to receive the proceeds of and enforce all other obligations to the Debtor arising under, said license, service and consulting agreements, and all collateral, security and guarantees of any kind given by any person with respect to any of the foregoing (all of the foregoing hereinafter referred to as "Accounts");

2. Any agreement now or hereafter existing relating to the terms of payment of any Account or the terms of performance which give rise to an Account or otherwise provide rights and benefits to the Debtor;

3. All machinery, equipment, computers and parts thereof and accessories thereto, office equipment, furniture, furnishings, fixtures and all other goods that are considered

"equipment" under the Uniform Commercial Code, now owned or hereafter acquired by, or belonging to, the Debtor and wherever located, and all additions, appurtenances and accessions thereto and substitutions and replacements thereof;

4. All general intangibles of every nature, whether presently existing or hereafter acquired or created (and whether or not foreseeable), of the Debtor including, without limitation, all tort and other claims (including, but not limited to, those arising in tort, by contract, by statute or under any other theory of liability in favor of the Debtor in connection with or by reason of any misrepresentation or default under or in connection with the Acquisition and/or the Purchase Agreement, choses in action, judgments, patents, patent applications, trademarks, trademark applications, tradenames (including, but not limited to, the trade name "Computer Learning Centers"), licensing agreements, royalty payments, course curricula, proprietary technical information and data, computer software, protocols, instructions, mailing and customer lists, copyrights, copyright applications, service names, service marks (including, but not limited to, the service marks "Computer Learning Center" and "CLC"), logos, goodwill and deposit accounts and, in any event, all general intangibles within the meaning of the Uniform Commercial Code;

5. All tools, goods, books, manuals, computer disks, videotapes, audiotapes, equipment and other physical materials which incorporate any of the items that are now or hereafter owned or held by the Debtor for sale or which are to be furnished under any contract for supply or service (including but not limited to course curriculum and computer programs); all raw materials, work in process, material used or consumed in the business of the Debtor; as well as all other goods that are considered "inventory" under the Uniform Commercial Code, now owned or hereafter acquired by, or belonging to, the Debtor and wherever located;

6. All of Debtor's interest, claims, rights and title as lessee or sublessee under all present and future leases or subleases of real, personal or mixed property;

7. Any and all rights and properties acquired by the Debtor under or pursuant to the Purchase Agreement;

8. All products and proceeds of each of the foregoing; proceeds having the meaning assigned to such term in the Uniform Commercial Code and, in any event, proceeds shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seiz-

ure or forfeiture of all or any part of the foregoing by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing; and

9. All books and records of the Debtor (excluding tax records) relating to any of the foregoing, including computer tapes, disks or other media containing such information.

As used herein, the following terms have the following meanings:

"Acquisition" means the acquisition by the Debtor pursuant to the Purchase Agreement.

"Person" means any individual partnership, firm, corporation, association, joint venture, trust or other entity, or any government or political subdivision or agency, department or instrumentality thereof.

"Purchase Agreement" means the Assets Purchase Agreement dated May 31, 1989 between CLC Training Corp. and Blessing/White Incorporated.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

DEBTOR:

BLESSING/WHITE INC.

By: [Signature]
Title:

Address:

900 State Road
Princeton, New Jersey
08540

SECURED PARTY:

BANKERS TRUST COMPANY, as Agent

By: [Signature]
Title:

Address:

280 Park Avenue
New York, New York 10017
Attention: James H. Brown
Vice President

LD:51628/100-1.12a

278020

543 567

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)

Computer Learning Center
Suite 155
Opus West II
2411 Opus Place
Downers Grove, Illinois 60515

2 Secured Party(ies) and address(es)

Bankers Trust Company, as Agent
280 Park Avenue
New York, New York 10017
Attention: James H. Brown
Vice President

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

TELETYPE FEE \$7.00
FILING TAX \$1.00
NOTARIAL \$1.00
RECORDING FEE \$5.00
TOTAL \$15.00
BKT

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

See Schedule A attached hereto and made a part hereof.

Amount of taxable debt - \$1,000.00
Tax being paid in the amount of \$7.00

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

RETURN TO:

This statement is filed without the debtor's signature if so

Filed with Anne Arundel County, Maryland

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

COMPUTER LEARNING CENTER, a
fictitious name of CLC Training Corp.

BANKERS TRUST COMPANY, as Agent
James H. Brown, V.P.

By: *Harry H. Gaines*
Signature(s) of Debtor(s)
Harry H. Gaines, PRES.

By: *James H. Brown*
Signature(s) of Secured Party(ies)
Title

(For Use in Most States)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

94480 JM 110465

**Schedule A attached to and
made a part of UCC-1 Financing Statement
naming COMPUTER LEARNING CENTER, as Debtor, and
BANKERS TRUST COMPANY as Agent, as Secured Party**

This financing statement covers all of the Debtor's rights, title and interests in, to and under:

1. All accounts receivable, contract rights, book debts, notes, drafts, instruments, documents, acceptances and other forms of obligations (including, without limitation, obligations of any Person to the Debtor, whether for borrowed money or otherwise, or obligations of any local, state or federal governmental agency or other body to the Debtor) now owned or hereafter received or acquired by or belonging or owing to the Debtor (including under any trade names, styles or divisions thereof) whether arising out of goods sold or services rendered or licenses made by the Debtor or from any other transaction, whether or not the same involves the sale, lease or license of goods (including, without limitation, any obligation which might be characterized as an account, general intangible or chattel paper under the Uniform Commercial Code) and all of the Debtor's rights in, to and under all license, service and consulting agreements now owned or hereafter created, arising or received or acquired by it for or with respect to goods, general intangibles or services and all of the Debtor's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid seller's rights), and all other moneys due or to become due to the Debtor under all contracts for the sale, lease or license of goods or general intangibles and/or the performance of services by it (whether or not yet earned by performance on the part of the Debtor) or in connection with any other transaction, now in existence or hereafter arising, including, without limitation, the right to receive the proceeds of and enforce all other obligations to the Debtor arising under, said license, service and consulting agreements, and all collateral, security and guarantees of any kind given by any person with respect to any of the foregoing (all of the foregoing hereinafter referred to as "Accounts");

2. Any agreement now or hereafter existing relating to the terms of payment of any Account or the terms of performance which give rise to an Account or otherwise provide rights and benefits to the Debtor;

3. All machinery, equipment, computers and parts thereof and accessories thereto, office equipment, furniture, furnishings, fixtures and all other goods that are considered

"equipment" under the Uniform Commercial Code, now owned or hereafter acquired by, or belonging to, the Debtor and wherever located, and all additions, appurtenances and accessions thereto and substitutions and replacements thereof;

4. All general intangibles of every nature, whether presently existing or hereafter acquired or created (and whether or not foreseeable), of the Debtor including, without limitation, all tort and other claims (including, but not limited to, those arising in tort, by contract, by statute or under any other theory of liability in favor of the Debtor in connection with or by reason of any misrepresentation or default under or in connection with the Acquisitions and/or the Purchase Agreements), choses in action, judgments, patents, patent applications, trademarks, trademark applications, tradenames (including, but not limited to, the trade name "Computer Learning Centers"), licensing agreements, royalty payments, course curricula, proprietary technical information and data, computer software, protocols, instructions, mailing and customer lists, copyrights, copyright applications, service names, service marks (including, but not limited to, the service marks "Computer Learning Center" and "CLC"), logos, goodwill and deposit accounts and, in any event, all general intangibles within the meaning of the Uniform Commercial Code;

5. All tools, goods, books, manuals, computer disks, videotapes, audiotapes, equipment and other physical materials which incorporate any of the items that are now or hereafter owned or held by the Debtor for sale or which are to be furnished under any contract for supply or service (including but not limited to course curriculum and computer programs); all raw materials, work in process, material used or consumed in the business of the Debtor; as well as all other goods that are considered "inventory" under the Uniform Commercial Code, now owned or hereafter acquired by, or belonging to, the Debtor and wherever located;

6. All of Debtor's interest, claims, rights and title as lessee or sublessee under all present and future leases or subleases of real, personal or mixed property;

7. Any and all rights and properties acquired by the Debtor under or pursuant to the Purchase Agreements;

8. All products and proceeds of each of the foregoing; proceeds having the meaning assigned to such term in the Uniform Commercial Code and, in any event, proceeds shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seiz-

ure or forfeiture of all or any part of the foregoing by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing; and

9. All books and records of the Debtor (excluding tax records) relating to any of the foregoing, including computer tapes, disks or other media containing such information.

As used herein, the following terms have the following meanings:

"Acquisitions" means the acquisitions by the Debtor pursuant to each of the Purchase Agreements.

"Person" means any individual, partnership, firm, corporation, association, joint venture, trust or other entity, or any government or political subdivision or agency, department or instrumentality thereof.

"Purchase Agreements" means each of (i) the Asset Purchase Agreement dated June 30, 1987 between the Debtor and BOC Group, Inc. and (ii) the Assets Purchase Agreement dated May 31, 1989 between the Debtor and Blessing/White Incorporated.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

DEBTOR:

COMPUTER LEARNING CENTER,
a fictitious name of
CLC Training Corp.

By: [Signature]
Title:

Address:

Suite 155
Opus West II
2411 Opus Place
Downers Grove,
Illinois 60516

SECURED PARTY:

BANKERS TRUST COMPANY, as Agent

By: [Signature]
Title:

Address:

280 Park Avenue
New York, New York 10017
Attention: James H. Brown
Vice President

LD:51628/100-1.12b

CHATEL RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND,

543 571

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

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 3-7-88 Dated March 7, 1988
ID #271914

1. Debtor(s) { Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
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> |

Lot numbered Thirty-eight (38) as shown on a plat entitled "Plat One, CHRISLAND AT ANNAPOLIS COVE", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109 at Plat 23.

Dated: June 12, 1989 DOMINION BANK OF NORTHERN VIRGINIA, N.A.
Name of Secured Party
A. L. Gunther
Signature of Secured Party
A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case # 88-1297-S Bodmer

150

543 PAGE 572

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

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated March 7, 1988
ID #271914

1. Debtor(s) { Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
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> |

Lot numbered Sixty-five (65) as shown on a plat entitled "Plat Two, CHRISLAND AT ANNAPOLIS COVE", which plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 109 at Plats 24 and 25.

10.00
.50
10.00
11/20/89
A. L. GUNTHER
VA CO. CIRCUIT COURT

Dated: May 10th, 1989

DOMINION BANK OF NORTHERN VIRGINIA, N.A.
Name of Secured Party

[Signature]
Signature of Secured Party

A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case # 89-041 VOLL

156

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

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated March 7, 1988
ID #271914

1. Debtor(s) { Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
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> |

Lot numbered Sixty-three (63) as shown on a plat entitled "Plat Two, CHRISLAND AT ANNAPOLIS COVE", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109 at Plats 24 and 25.

RECORDING FEE 10.00
POSTAGE .50
CK CTR 003 130148
07/20/89
P. FILE NUMBER
IN CIV. CIRCUIT COURT

Dated: May 10th, 1989

DOMINION BANK OF NORTHERN VIRGINIA, N.A.
Name of Secured Party

A. L. Gunther
Signature of Secured Party

A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case # 89-284-S Mickel

152

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

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated March 7, 1988
ID #271914

1. Debtor(a) { Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

Lot numbered Forty-seven - A (47-A), as shown on a plat entitled "Plat One, CHRISLAND AT ANNAPCLIS COVE", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109 at Plat 23.

RECORD FEE 10.00
POSTAGE .50
GK
MAY 25 1989
07/20/89
H. BILE SCHWER
H. ED. JENNETT CLERK

Dated: May 25, 1989 DOMINION BANK OF NORTHERN VIRGINIA, N.A.
Name of Secured Party
A. L. Gunther
Signature of Secured Party
A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1
PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case # 89-375-S Angelo

1512

543 PAGE 575

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

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated March 7, 1988
ID #271914

1. Debtor(s) { Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
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> |

Lot numbered Eighty (80) as shown on a plat entitled "Plat Two, CHRISLAND AT ANNAPOLIS COVE", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109 at Plats 24 and 25.

RECORDS FEE 10.00
MORTGAGE CK .75
RECORDED BY JES F10149
07/20/89
H. LIME SHERER
JAMES CHURCH CLERK

Dated: May 25, 1989 DOMINION BANK OF NORTHERN VIRGINIA, N.A.
Name of Secured Party
A. L. Gunther
Signature of Secured Party
A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1
PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case # 89-373-S McLaughlin

7560

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

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated March 7, 1988
ID #271914

1. Debtor(s) { Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
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> |

Lot numbered Sixty-nine (69) as shown on a plat entitled "Plat Two, CHRISLAND AT ANNAPOLIS COVE", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109 at Plats 24 and 25.

TELETYPE FEE 10.00
POSTAGE .50
REGISTERED MAIL #271914
03/20/89
BY BILL JENNER
44-00, CIRCUIT COURT

Dated: May 25, 1989 DOMINION BANK OF NORTHERN VIRGINIA, N.A.
Name of Secured Party
A. L. Gunther
Signature of Secured Party
A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Broc. Form T-1
PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case # 89-140-S Kutun

150

543 577

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

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated March 7, 1988
ID #271914

1. Debtor(s) { Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
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> |

Lot numbered Seventy-two (72) as shown on a plat entitled "Plat Two, CHRISLAND AT ANNAPOLIS COVE", which plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 109, at Plats 24 and 25.

RECORD FEE 10.00
NOTARIAL FEE .50
MAY 23 1989
M. PAUL SCHAFER
ANNE ARUNDEL COUNTY

Dated: May 25, 1989 DOMINION BANK OF NORTHERN VIRGINIA, N.A.
Name of Secured Party
A. L. Gunther
Signature of Secured Party
A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1
PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case # 89-372-S McGraw

150

543 PAGE 578

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

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated March 7, 1988
ID #271914

1. Debtor(s) { Chrisland Corporation
Name or Names—Print or Type
{ 10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
{ Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
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> |

Lot numbered Seventy (70) as shown on a plat entitled "Plat 2, CHRISLAND AT ANNAPOLIS COVE", which plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 109, at Plats 24 and 25.

RECORD FEE 10.00
POSTAGE CK .50
BALANCE DTT 103 710449
07/20/89
H. ERIC SCHNER
VA. CO. CLERK (COURT)

Dated: April 25, 1989 DOMINION BANK OF NORTHERN VIRGINIA, N.A.
Name of Secured Party
A. L. Gunther
Signature of Secured Party
A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1
PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case # 89-084 Tadle

156

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

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated March 7, 1988
ID #271914

1. Debtor(s) { Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
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> |

Lot numbered Eighty-two (82) as shown on a plat entitled "Plat Two, CHRISLAND AT ANNAPOLIS COVE", which plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 109 at Plats 24 and 25.

RECORD FEE 10.00
POSTAGE .50
115530 115530 115530
07/20/89
H. LEE SWYPER
OR ALL CIRCUIT COURT

Dated: April 5, 1989 DOMINION BANK OF NORTHERN VIRGINIA
Name of Secured Party National Association
A. L. Gunther
Signature of Secured Party
A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1
PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772
Case # 89-085 Mackey

1512

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

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated March 7, 1988
ID #271914

1. Debtor(s) { Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
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> |

Lot numbered Seventy-four (74) as shown on a plat entitled "Plat Two, CHRISLAND AT ANNAPOLIS COVE", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109 at Plats 24 and 25.

RECORDED BY CK 10:00
POSTAGE 1.50
#1386 OFFICE 110:50
07/20/89
BY THE CLERK
IN CO. CLERK COURT

Dated: April 5, 1989 DOMINION BANK OF NORTHERN VIRGINIA
Name of Secured Party National Association
A. L. Gunther
Signature of Secured Party
A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case # 89-139-S

152

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

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated March 7, 1988
ID #271914

1. Debtor(s) { Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
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> |

Lot numbered Seventy-six (76) as shown on a plat entitled "Plat 2, CHRISLAND AT ANNAPOLIS COVE", which plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 109 at Plats 24 and 25.

RECORD FEE 10.00
POSTAGE GK .50
7/20/89
H. FINE SCHWER
PH. CO. SCHWITT COURT

Dated: April 6, 1989 DOMINION BANK OF NORTHERN VIRGINIA
Name of Secured Party National Association
[Signature]
Signature of Secured Party
A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1
PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case # 89-138-S

150

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

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated March 7, 1988
ID #271914

1. Debtor(s) { Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
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> |

Lot numbered Sixty-six (66), as shown on a plat entitled "Plat Two, CHRISLAND AT ANNAPOLIS COVE", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109 at Plats 24 and 25.

RECORD FEE 10.00
POSTAGE .50
SWISS BK 7 003 110:50
07/20/89
H. ERIC SCHAFER
VA CO. CIRCUIT CLERK

Dated: April 6, 1989

DOMINION BANK OF NORTHERN VIRGINIA

Name of Secured Party National Association

A. L. Gunther
Signature of Secured Party

A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case # 89-137-S

156

543 583

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

Roil No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated 3/7/88
#271914

1. Debtor(s) { Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
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> |

Lots 2, 29-A, 36, 40, 41, 42, 50, 51, 85, 86, as shown on a Plat entitled "Plat One, CHRISLAND AT ANNAPOLIS COVE", as per plat of the same recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 109, at page 23.

AND

Lots 30, 64, 67, 73, and 77, as shown on a Plat entitled "Plat Two, CHRISLAND AT ANNAPOLIS COVE", as per plat of the same recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 109, at pages 24 and 25.

RECORD FEE 10.00
POSTAGE CK .30
BILLED CITY INS 110450
07/20/89

Dated: February 23, 1989 DOMINION BANK OF NORTHERN VIRGINIA,
Name of Secured Party National Association
[Signature]
Signature of Secured Party
A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1
PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case # 88-1139 88-1182 88-1379 88-1138 88-1296
88-561 88-1295 88-724 88-725 88-1298
88-1181 88-578 88-579 88-158 88-1294

158

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

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated March 7, 1988
ID #271914

1. Debtor(s) { Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
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> |

Lots numbered Sixty-eight (68), Seventy-one (71) and Seventy-nine (79) as shown on a plat entitled "Plat Two, CHRISLAND AT ANNAPOLIS COVE", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109 at Plats 24 and 25.

RECORD FEE 10.00
POSTAGE .50
PAID TO CLERK 03/10/88
BY/20/88
H. FILE DEWER
IN CL. CIRCUIT COURT

Dated: February 23, 1989

DOMINION BANK OF NORTHERN VIRGINIA
Name of Secured Party National
A. L. Gunther Association
Signature of Secured Party
A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case # 88-1377
88-1376
88-1378

154

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278021

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

If transaction or transactions wholly or partially subject to 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.

THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

1. ~~XXXXXX~~ Lessee:

Name PIONEER RESTAURANT

Address 7934 South Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

Person And Address To Whom Statement Is To Be Returned 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) True 3-Door glass Merchandiser #GDM-69

S/N 669859

Name and address of Assignee FRANKFORD TRUST COMPANY
601 Dresher Road
Horsham, PA 19044

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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

Arthur V. League -- Owner
PIONEER RESTAURANT

Type or Print Above Signature on Above Line

1150

Sandy Haggerty
(Signature of Secured Party)

Asst. Secy.

Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE GK .50
ESTIMATED DATE FOR FILING 07/20/89

278022

543 PAGE 586

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) Printers Ink, Inc. T/A Minuteman Press 10 Aquahart Road Glen Burnie, Maryland 21061</p> | <p>2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Collateral Supervisor Commercial Loan Return to Secured Party</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3. This Financing Statement covers the following types (or items) of property:
 All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.
 Computer - (1) Comtech 286 MH210-2Meg Ram - 4 work stations

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: \$ 29,000.00

DEBTOR: Printers Ink, Inc.
 T/A Minuteman Press

SECURED PARTY:
 SIGNET BANK/MARYLAND

By: [Signature]
 Donald M. Dailey, President

By: [Signature]
 James R. Carter, Assistant Manager

By: _____

 June 10 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.

RECEIVED

JUL 14 1989

Handwritten notes: 1/25, 203, 50

A. A. Co.

BOOK 543 PAGE 587

278023

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

| | |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. DEBTOR(S) and Address(es)</p> <p>Chesapeake Sprinkler Company, Inc. 7221 Grayburn Drive Glen Burnie, Maryland 21061</p> | <p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Gloria Bolton</u> <u>Commercial Loans</u></p> <p>Return to Secured Party</p> |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of fire systems (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 39,000.00

DEBTOR: David J. Anderson, V.P. SECURED PARTY: SIGNET BANK/MARYLAND
Construction

Chesapeake Sprinkler Company, Inc. By: Gerald A. Muccioli
(Type Name)

By: [Signature] Gerald A. Muccioli, Assistant Vice President
(Type Name)

By: [Signature] 7/12/89 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., D.C., Pa.

RECEIVED
JUL 14 1989

11- 273-50

To Be Recorded In The Land
And In The Financing Statement
Records Of Anne Arundel
County And Among The
Financing Statement
Records Of The State
Department of Assessments
And Taxation.

Subject To Recording Tax On
Principal Amount Of \$781,500.00
Which Was Paid To The Clerk Of
The Circuit Court Of Anne Arundel
County Upon The Filing Of A
Deed And A Purchase Money Deed Of
Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTORS:

GARY E. COLLINSON
TIMOTHY H. MOORE
ROSEMARY MOORE
1641 Route 3 North
Suite 208
Crofton, Maryland 21114

RECORD FEE 23.00
POSTAGE CK .50
#620600 0055 R01 T14#42
07/20/89

2. SECURED PARTY:

YORK FEDERAL SAVINGS AND LOAN ERLE SCHAFER
ASSOCIATION AA CO. CIRCUIT COURT
101 South George Street
York, Pennsylvania 17405

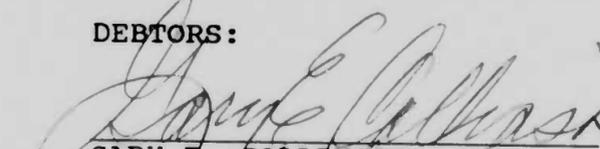
3. This Financing Statement covers and the Debtors grant and convey to the Secured Party a security interest in and to the following:

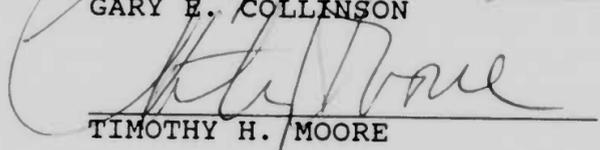
- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

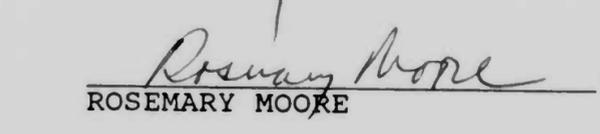
- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtors in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Purchase Money Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtors' right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtors in any capacity, including but not limited to any balance or share belonging to the Debtors of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Purchase Money Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtors to the Trustees named therein for the benefit of the Secured Party. The Debtors are the record owners of the aforementioned real property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTORS:

 (SEAL)
 GARY E. COLLINSON

 (SEAL)
 TIMOTHY H. MOORE

 (SEAL)
 ROSEMARY MOORE

543 591

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Beth Solley
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (RCF) 8495

C:/RCF/8495.FS
06/26/89

Page 4 of 4 Pages

543 RE 592

EXHIBIT A

BEING known and designated as Lot Nos. Two (2) and Three (3), both as shown on the Plat entitled, "Plat 1 of 4, AVILA," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 112, folio 9.

BEING the same property conveyed by Birdsville Properties Partnership to Gary E. Collinson, Timothy H. Moore and Rosemary Moore by deed of even date herewith and recorded or intended to be recorded among the aforesaid Land Records immediately prior to the Purchase Money Deed of Trust described in the foregoing instrument.

STATE OF MARYLAND

543 593

Anne Arundel County, MD

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274077

RECORDED IN LIBER 530 FOLIO 450 ON 8/4/88 (DATE)

1. DEBTOR

Name Jones Intercable, Inc.

Address 9697 E. Mineral Avenue, Englewood, CO 80112

2. SECURED PARTY

Name Mellon Bank, N.A., as Agent, Attention: Loan Admin.

Address Three Mellon Bank Center, Pittsburgh, PA 15259

Victoria L. Archer, Esq.

Reed Smith Shaw & McClay, 435 Sixth Avenue, Pittsburgh, PA 15219

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> TERMINATION</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p> |

RECORDED FEE 10.00
POSTAGE .50
#620630 0055 R01 T15#28
07/20/89

RETURN TO:

Commonwealth Land Title
Insurance Company
Suite 1524 The World Trade Center
Baltimore, Maryland 21202

Dated 6/14/89

Mellon Bank, N.A., as Agent
By: *[Signature]*

(Signature of Secured Party)

[Signature]

Type or Print Above Name on Above Line

EXHIBIT "A"

Debtor hereby grants a security interest in the following property whether now owned or hereinafter acquired, and all proceeds and products in connection with the parcels identified in Exhibit "B":

(a) All buildings, improvements, easements, privileges and other rights of every kind and description now or hereafter erected or placed in or upon any interest or estate in the Property herein described or any part thereof and/or usable in connection with any present or future operation of the Property or any part thereof and now owned or hereafter acquired by Debtor and all fixtures and equipment of every kind and nature whatsoever, including but not limited to, all gas and electric fixtures, engines, radiators, heating equipment, steam and cooling fixtures, mantels, floor coverings, refrigerating plant, mechanical or otherwise, cooking apparatus and 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 Property or any portion thereof;

(b) All debtor's rights with respect to leases, permits, licenses, concessions, rental and sale or other agreements or accounts of every kind and nature whatsoever covering any of the Property, irrespective of debtors status as lessor, lessee, vendor or vendee, licensor, licensee, remainderman or other status;

(c) All security deposits, down payments, escrow deposits, and other payments of every kind and nature whatsoever with respect to the construction, sale or rental operation of any of the Property;

(d) All income and profit of every kind and nature whatsoever from any of the Property, including but not limited to, rents, minerals, crops and timber rights;

(e) All construction, marketing, management, engineering and architectural contracts and all other contracts of every kind and nature whatsoever relating to the Property;

(f) All books and records of every kind and nature whatsoever relating to the Property;

(g) All plans, drawings, surveys, studies and specifications of every kind and nature whatsoever, including but not limited to, site plans and subdivisions plats for the construction or use, on or in connection with any of the Property;

CAN73/6-26-5.rwh

543 596

(h) All building materials, equipment and items of personal property (whether tangible or intangible) of whatever kind and nature and wherever located, installed or for installation or use on, or in connection with, any of the Property;

(i) All insurance proceeds, unearned premiums, condemnation awards of every kind and nature whatsoever now or hereafter acquired by Debtor, received or receivable, in connection with the Property; and

(j) All Debtor's rights to the water, sanitary and storm sewer systems which now or hereafter serve or are located on or over any part of the Property.

AFTER RECORDING RETURN TO:
REESE AND CARNEY
10715 Charter Drive
Columbia, Maryland 21044
File No. 421961238 LBN

CAN73/6-26-5.rwh

Parcel No. 1

BEGINNING FOR THE SAME at a point being on the southwesterly right of way line of Governor Richie Highway, also known as Maryland Route No. 2, 150 feet wide, as shown on MSHA Plat numbers 2777 and 2517. Said point also being on said right of way line a distance of 75 feet from the base line point of tangency station 278 + 14.86, as shown on MSHA Plat No. 2777, thence with said right of way;

1. South 29° 19' 30" East, 517.54 feet to a point, thence leaving said right of way;
2. South 67° 40' West, 344.86 feet to a point on the easterly right of way of Greenway North, 20 feet wide, thence with said right of way;
3. North 22° 20' West, 633.42 feet to a point, thence leaving said right of way;
4. North 67° 40' East, 269.67 feet to an iron pipe found on the southwesterly right of way line of the aforesaid Governor Richie Highway, thence with said right of way.
5. Along a curve deflecting to the left, with an arc of 120.49 feet, a radius of 2939.79 feet, a chord bearing of South 28° 09' 03" East, and a chord of 120.48 feet, to the point of beginning, containing 193,956 square feet, or 4.4526 acres, more or less.

Parcel No. 2

BEGINNING for the same at a stone at the point where the northeast side of Kuethe Road, if projected, would intersect the north side of Marley Bridge Road, if projected, said place of beginning being at the center of a 20 foot alley hereby laid out; and running thence to and along the northeast side of Kuethe Road north 22 degrees, 20 minutes, west 209 feet, more or less, to a stone at the bend in said road, thence along the southeast side of Kuethe Road north 29 degrees 27 minutes east 143 feet 9 inches to a point distant 302 feet southwesterly from the southwest side of Harwood Road, thence parallel with Harwood Road, south 60 degrees 33 minutes east 210 feet to the center of said 20 foot alley, and thence binding along the center of said 20 foot alley, with the use and benefit thereof in common with others, south 38 degrees 58 minutes, west 276 feet 10 inches to the place of beginning.

Saving and excepting therefrom all that parcel of land shown on the State Roads Commission Plat 2517, recorded with a deed among the land records of Anne Arundel County in Liber F.A.M. 154, folio 383.

Filed with: CLERK OF THE COURT
ANNE ARUNDEL COUNTY
P O BOX 71
ANNAPOLIS, MD. 21404

543 598

Prepared by Citizens Bank P O Box 1900 Elizabethton, Tn. 37644-1900

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278026

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ <u>37,000.00</u> | If this statement is to be recorded in land records check here. <input type="checkbox"/> |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|

This financing statement Dated 7/11/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STANLEY ENGINEERING COMPANY, INC.
Address 180 PENROD COURT, BUILDING F, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name CITIZENS BANK
Address BROAD ST. & LYNN AVE., ELIZABETHTON, TN 37643

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SPECIFIC MACHINERY & EQUIPMENT AS LISTED IN EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

RECORD FEE 11.00

RECORD TAX 259.00

POSTAGE CK .50

H&M1090 0777 R01 T12+03

07/21/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

STANLEY ENGINEERING COMPANY, INC.

BY: *Kenneth Stanley*
(Signature of Debtor)

KENNETH STANLEY, PRESIDENT
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CITIZENS BANK

BY: *Michael C Hill*
(Signature of Secured Party)

MICHAEL C. HILL, VICE PRESIDENT
Type or Print Above Name on Above Line

11-
259.50

EXHIBIT "A"

Two-(2): Complete Air Conditioning Systems, Including 7 1/2 Ton self contained Condensers, Curb, Thermostat, One Central Return.

Condensers: Make _____, Model _____ S/N _____
 Make _____, Model _____ S/N _____

One-Tooling Package Consisting of: One-Nikken TCP-40 Tool Presetter;
 One-BT35 Adaptor Nt40-Nt35 Reducer; One-Tool Wagon; Sixteen (16)
 B3506-0125 1/8 E/M Holders; Six (6) B3506-0187 3/16 E/M Holders; Six (6)
 B3506-0250 1/4 E/M Holders; Six (6) B3506-0375 3/8 E/M Holders; Twelve (12)
 B3506-0500 1/2 E/M Holders; Three (3) B3506-0625 5/8 E/M Holders; Twelve (12)
 B3506-0750 3/4 E/M Holders; Three (3) B3506-1000 1" E/M Holders; Six (6)
 B3507-100 S.A. Collet Chucks; Three (3) B3501-1000 Shell Mill Holders; Two (2)
 B3505-0562 Tap Holders; Six (6) B3503-0033 Jacobs Taper Holders; Two (2)
 B3505-0875 Tap Holders; Eighty-Three (83) Pull Studs for MAT 500; Twelve (12)
 B4006-0125 1/8 E/M Holders; Six (6) B4006-0187 3/16 E/M Holders; Six (6)
 B4006-0250 1/4 E/M Holders; Six (6) B4006-0375 3/8 E/M Holders; Twelve (12)
 B4006-0500 1/2 E/M Holders; Three (3) B4006-0625 5/8 E/M Holders; Three (3)
 B4006-1000 1" E/M Holders; Four (4) B4005-0562 Tap Holders; Two (2) B4005-0875
 Tap Holders; Fifty-Two (52) Pull Studs for MAT MCV600.

Three (3) IBM PS/2-30 286 CPU's S/N's 7458478; 7459812; 7459958;
 w/three(3) 12" Analog Monochrome Monitors S/N's 5033281; 5033312; 5033278;
 Three (3) PS/2 286 Keyboards S/N's _____, _____, _____;
 Two (2) 40MB Int Hard Disk Kits;
 One (1) Epson FX850 Printer w/Cable S/N _____.

TOGETHER WITH all additions, attachments, replacements, and substitutions and proceeds of all the foregoing, including proceeds of any insurance policy.



MARYLAND FINANCING STATEMENT

278027

(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 Clark-Keller, Incorporated
1160 Spa Road Suite 2B (Name or Names) Annapolis, MD 21403
(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: 11.00
One - Sharp, FO-620, Facsimile Machine .50
POSTAGE CK
9821120 0711 001 T12#05
07/21/89
H. EMILE 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
Clark-Keller, Incorporated
By: [Signature] President
(Title)
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: [Signature] Manager
Brian G. Connelly (Title)
(Type or print name of person signing)

Return to:

11/5

**END
LIBER**