ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

H ERLE SCHAFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

549

STATE OF MARYLAND

ANNE ARUNDEL COUNTY, BOOK 549 PAGE 1

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270579

RECORDED IN ~~LIBER~~ BK 520 ~~FOLIO~~ PG 56 **ON** 11/13/87 **(DATE)**
FILE NO. 270579

BL CLERK

1. DEBTOR

Name Frederick Herold & Associates, Inc.

Address 1864 Aberdeen Circle, Crofton, MD 21114

RECORD FEE 10.00
POSTAGE .50
#524210 C777 R03 T15:15
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Merrill Lynch Business Financial Services Inc.

Address 33 West Monroe Street, 22nd Fl.

Chicago, IL 60603

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

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

** TERMINATION STATEMENT **

05F1754

Dated 10/25/89

Lucy E. Sel V.P.
(Signature of Secured Party)

MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.
Type or Print Above Name on Above Line

BOOK 549 PAGE 2

COUNTY

FINANCING STATEMENT—MARYLAND

279297

File No.----------

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

1. The name and address of the Debtor is:
   Corman Construction, Inc.
   12001 Guilford Road
   Annapolis Junction, Maryland 20701
2. The name and address of the Secured Party (or Assignee) is:
   First Virginia Commercial Corporation
   6400 Arlington Boulevard
   Falls Church, Virginia 22046
3. The maturity date of the obligation (if any) is:----------

4. This Financing Statement covers the following types (or items) of property: (Describe)
   One (1) new G660-E Gradall, SN 0169407, complete with all attachments
   One (1) new R942HD-LC Liebherr Excavator, SN 4235, complete with all attachments

5. Check the lines which apply if any, and supply the information indicated:

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

   RECORD FEE 11.00
   #524240 CTTT R03 T15:1
   12/05/
   H. ERLE SCHAFER
   AA CO. CIRCUIT COURT

   ☐ (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

   ☒ (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

   ☐ (If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is ☐ is not ☐ (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is $----------.

Debtor(s):

Corman Construction, Inc.

Secured Party:

First Virginia Commercial Corporation

By ----------
(AUTHORIZED SIGNATURE)

Harold V. Dellinger, II
Vice President
(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

No 89 9/79

11.00

Anne Arundel County

FINANCING STATEMENT LIBER 549 PAGE 3

☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of $..... 279298

1. Name of Debtor(s): Wilton Investment Corp., Inc.
Address: 10 Carvel Circle Edgewater, Maryland 21037 OR/AND 450 Revel Highway Annapolis, Maryland 21401

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:

All inventory of Debtor, whether now owned or hereafter acquired, 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 any products of any of the foregoing property, and proceeds of any and all of the foregoing property.

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

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

☐ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

RECORD FEE 11.00
POSTAGE CK .50
#524250 CTT7 R03 T15:19
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
REFUND 1.00
#524260 CTT7 R03 T15:19
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor(s): Wilton Investment Corp., Inc.

X Arthur J. Cerasani
Arthur J. Cerasani, Jr., President

.....

.....

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

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: David E. Klein
David E. Klein, Vice President
(Type Name and Title)

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

118

045-580/3 Rev. 5/86

BOOK 549 PAGE 4 279299

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)

B.S. Livingston & Co., Inc.
400 Kelby Street
Fort Lee, New Jersey 07024

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

Fidelity Bank, National Association
Broad & Walnut Streets
Philadelphia, PA 19109

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

Anne Arundel Cty, MD

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

All of Debtor's present and future personal assets, including accounts, chattel paper, contract rights, documents, equipment, furniture, machinery and fixtures (including parts, repairs, replacements, accessories, and accessions thereto), general intangibles, goods, instruments, inventory, finished products and work in process, including all cash and non-cash proceeds thereof (including insurance proceeds) and all books, records and other evidence of the foregoing, whether writen, stored in computer memory, or stored on computer tape, disk or punch cards, and any equipment containing such evidence and/or neccessary for the access to such evidence, including computer programs.

☒ Products of the Collateral are also covered.

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

RECORD FEE 11.00
POSTAGE .50
#534340 C777 R03 T15:26
12/05/89

7. ☐ The described crops are growing or to be grown on:
☐ The described goods are to be affixed to:
☐ The lumber to be cut or minerals or the like (including oil and gas)
*(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 documentary stamp tax required

CK

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State

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

B.S. LIVINGSTON & CO., INC.

By _____
Signature(s) of Debtor(s)

FIDELITY BANK, NATIONAL ASSOCIATION

By _____ AVP
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

11/88

279300

BOOK 549 PAGE 5

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):

B.S. Livingston & Co. Inc.
400 Kelby St.,
Fort Lee,
New Jersey 07024

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

FIDELITY INTERNATIONAL BANK
520 Madison Ave.
New York, N.Y. 10022

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

RECORD FEE 11.00
POSTAGE .50
Anne Arundel Cty MD
#524330 C777 R03 T15:25
12/05/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

All of Debtor's present and future personal assets, including accounts, chattel paper, contract rights, documents, equipment, furniture, machinery, and fixtures (including parts, repairs, replacements, accessories and accessions thereto), letters of credit and advices of letters of credit, general intangibles, goods, instruments, inventory, finished products and work in process, and all cash and non-cash proceeds of any of the foregoing (including insurance proceeds) and all books, records, and all other evidence of the foregoing, whether written, stored in computer memory, or stored in computer tape, disk or punch cards, and any equipment containing such evidence, including computer programs.

☒ Products of the Collateral are also covered.

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

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

8. Describe Real Estate Here:

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

9. Name of a Record Owner

No documentary stamp tax required

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.

B.S. Livingston & Co. Inc.
By Gusta M. Fatum Treasurer
Signature(s) of Debtor(s)

FIDELITY INTERNATIONAL BANK.
By Elaine M. Murphy V.P.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

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

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

Pritchard, Ralph L. & George E.
T/A ARUNDEL CLEARING
803 Magnolia Road
Joppa, MD 21085

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

Equipment Finance, Inc.
P.O. Box 4926
Lancaster, PA 17604

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

BL MFBK

RECORD FEE 10.00
POSTAGE .50
#524310 C777 R03 T15:23
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 271695
Filed with Clerk of Circuit Court Date Filed February 19 19 88

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

10.
One (1) Used JCB Backhoe Loader, Model 1400, S/N 316995
Complete with all attachments now and hereinafter acquired.

No. of additional Sheets presented:

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

Equipment Finance, Inc.
By: [signature] V.P.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

105

STANDARD FORM - FORM UCC-3

BOOK 549 PAGE 7

279301

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)

Kennel, carl
714 Valleyview Avenue
Edgewater, Md 21037

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

U.S. Energy Conservation Corp.
6911 Richmond Highway, # 490
Alexandria, Virginia 22306

3. Maturity date (if any):

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

RECORD FEE 11.00
#524280 C777 R03 T15:20
CK 12/05/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

The seller of the goods is the secured party.

1-3Section Slider
12 Double Hung

replacment windows

This financing statement is not subject to the recordation of taxes.
This financing statement secures on installment purschase or 3rd party purchase.

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

Chrysler First Fin. Services
6225 Brandon Avenue #205
Springfield, Virginia 22150

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 colleteral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collaterel are also covered. ☐ Products of Collateral are also covered. No. of eddditional Sheets presented.

Filed with:

U.S. Energy Conservation Corp.

Carl A, Kennel

By: Carl A. Kennel
Signeture(s) of Debtor(s)

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

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 549 PAGE 8

279302

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)

Robinson, Charles & Lois
7036 Dover Avenue
North Beach, Md 20714

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

U.S. Energy Conservation Corp.
6911 Richmond Highway, #490
Alexandria, Virginia 22306

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

RECORD FEE 12.00
#524270 C777 R03 T15:20
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

13 DH
1 Picture

This financing statement is not subject to the recordation of taxes. This financing statement secures on installement~~XXXXXXX~~ purchase or 3rd party purchase

~~The seller of the goods is the secured party~~

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

Chrysler First Fin. Services
6225 Brandon Avenue #205
Springfield, Virginia 22150

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:

CHARLES O. ROBINSON
*Charles O. Robinson

LOIS J. ROBINSON
By *Lois J. Robinson
Signature(s) of Debtor(s)

U.S. Energy Conservation Corp.
By
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

549 PAGE 9

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

279303

Filing No. (stamped by filing officer): **Date, Time, Filing Office** (stamped by filing officer):

GK RECORD FEE 12.00
#52485 DEBIT ISSUED
AA CO. CIRCUIT COURT

PARTIES

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

STORMS LEONORA D.
272 BOONES ESTATES
LOTHIAN MD 20711

1

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

BENOY MARK T.
272 BOONES ESTATES
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:

ACCENT MOBILE HOMES
7401 MOORE ROAD
BRANDYWINE, MD 20613

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):

ACCENT MOBILE HOMES
Chris Delbit - agent

4

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:

1977 HILLCREST 24 X 60
SERIAL # 02110568AKBK 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)

Oebtor Signature(s):

1 STORMS LEONORA D. X Leonora D Storms

1a BENOY MARK T. X Mark T Benoy

1b

11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE, VA 22192

12

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 Oepartment of State.

REORDER FROM
Registro, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

BOOK 549 PAGE 10

279304

...mination Sta...

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)
SDS MARINE SERVICES, INC. DBA/ KOPEL'S MARINA, RT. 242, PO BOX 69, COLTON'S POINT, MD. 20626 DBA/BOATEL CALIFORNIA, NORTH PATUXENT BCH.RD., CALIFORNIA, MD. 20619

2. Secured Party(ies) and address(es)
TRANSAMERICA COMMERCIAL FINANCE CORP.
2401 PLUM GROVE RD. STE 118
PALATINE, IL. 60067

3. Maturity date (if any):

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

RECORD FEE 13.00
POSTAGE OK .50
#524360 C777 R03 T15:3(

5. Assignee(s) of Secured Party and Address(es) 12/05/8

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, including all returns and repossessions thereto and thereof, (hereinafter called "Inventory"); All accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor (hereinafter called "Accounts"); All equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; All reserves, however created, of Debtor in the possession or control of Secured Party; All of Debtor's rights to any rebates, discounts, credits, factory holdbacks and incentive payments which may become due to Debtor by the manufacturer or distributor with respect to any of the Inventory; All proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDIATION TAX.

T 7311

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 ARUNDLE COUNTY

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

SDS MARINE SERVICES, INC. DBA/KOPEL'S MARINA DBA/BOATEL CALIFORNIA

By: A. Hugh Q C .
Signature(s) of Debtor(s)

TRANSAMERICA COMMERCIAL FINANCE CORP.

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

(1) Filing Officer Copy - Alphabetical

13.50

STANDARD FORM - FORM UCC-1.

CLERK'S NOTATION

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

BOOK 549 PAGE 11

279305

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated Oct. 1,1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE

Name America West Airlines, Inc.

Address 4000 East Sky Harbor Blvd., Phoenix, Arizona 85034

2. ~~SECURED PARTY~~ LESSOR

Name First NH Resources, Inc.

Address One Financial Center, Boston, Massachusetts 02111

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

3. Maturity date of obligation (if any) _____

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

SEE SCHEDULE 1 ATTACHED HERETO

Rental Schedule No. 1 (also designated as Lease No. 1-207-MD-208) to Master Equipment Lease Agreement No. 0-0-00-207, dated as of October 1, 1989.

Filed with: Anne Arundel County, Maryland

THIS IS A TRUE LEASE AND NOT SUBJECT TO THE RECORDATION TAX. THIS FILING IS FOR NOTICE PURPOSES. THE LEASE COVERING SUCH PROPERTY IS NOT INTENDED AS A SECURED TRANSACTION.

CHECK ☒ THE LINES WHICH APPLY

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

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

RECORD FEE 101.00
POSTAGE .50
#52437Q C7TT R03 T15:31
12/05/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

America West Airlines, Inc.

Raymond T. Nakano

(Signature of ~~Debtor~~) Lessee

RAYMOND T. NAKANO

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First NH Resources, Inc.

Pamela J. DeMaria

(Signature of ~~Secured Party~~) Lessor

Pamela J. DeMaria

Type or Print Above Signature on Above Line

10 50

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

SCHEDULE 1

All Equipment now leased by Lessee, America West Airlines, Inc., from Lessor, First NH Resources, Inc., under Rental Schedule No. 1 (also designated as Lease No. 1-207-MD-208), dated as of October 1, 1989 to Master Equipment Lease Agreement No. 0-0-00-207, dated as of October 1, 1989 (collectively, the "Lease") together with all accessions thereto and substitutions therefor now owned and hereafter acquired. This statement is filed for the purpose of giving notice that the parties hereto have executed the Lease and is being filed without prejudice to the rights, standing and obligations of the parties under said Lease. The Equipment referred to in said Lease is more specifically described below:

SEE THE EQUIPMENT DESCRIPTION ATTACHED HERETO

TOTALLING 23 PAGES

EQUIPMENT LOCATION: Commons Corporate Center
Building E
333 Ashton Road
Hanover, Maryland 21076

America West Airlines, Inc. - Assets

Description	Qty	Total	Asset Serial Number	State Location	City Location
Rockwell GVS-3000B Telephone System Consisting of the following:	1.00	700,133.00		MD	Hanover
B97-GAL693 - GVS-3000B (576)	1.00	0.00		MD	Hanover
A97-GAL649 - Enhanced Agent Grp Gray 48 Cons 7 ft. PVC	3.00	0.00		MD	Hanover
A97-GAL637 - Enhanced Agent Grp Gray 4 Cons. 7 ft. PVC	1.00	0.00		MD	Hanover
A97-CSL410 - Enhanced Agent Console (Gray)	2.00	0.00		MD	Hanover
A97-001077 - Individual/Station Display	150.00	0.00		MD	Hanover
A97-001076 - ISDU Controller	10.00	0.00		MD	Hanover
A70-000513 - ISDU/MDU-B-16 LTU Cable	2.00	0.00		MD	Hanover
A97-GAL668 - ISDU Cable Network Group 7 ft. PVC	18.00	0.00		MD	Hanover
A97-CSL510 - Supervisor Console (Gray)	6.00	0.00		MD	Hanover
B91-G33700 - Interface Module 2WOPS	8.00	0.00		MD	Hanover
B91-G35100 - Console Interface Modue 4WDLT	2.00	0.00		MD	Hanover
A91-G35200 - Interface Module 4WNS	3.00	0.00		MD	Hanover
A91-G35301 - Announcer/Tone Module	2.00	0.00		MD	Hanover
019-010530 - Trunk/Agent IDF Panel	3.00	0.00		MD	Hanover
A91-000380 - Line Termination Unit 7507B-16	5.00	0.00		MD	Hanover
A97-GAL504 - DTMF Register	8.00	0.00		MD	Hanover
A97-GAL505 - DTMF Sender	3.00	0.00		MD	Hanover
A97-GAL446 - T-1 Synchronizer Group	1.00	0.00		MD	Hanover
A91-000319 - Synchronizer T-1 Channel Card	2.00	0.00		MD	Hanover
A70-000511 - Cable - LSI Switch Shelf to CSU Shelf	6.00	0.00		MD	Hanover
A70-000509 - Cable - CSU to T-1 Synchronizer Shelf	2.00	0.00		MD	Hanover
A70-000547 - Cable - LSI Switch Shelf to T-1 Synch	2.00	0.00		MD	Hanover

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A97-000824 - Local Modem Group	1.00	0.00	MD	Hanover
077-000113 - Night Service By Gate (Software)	1.00	0.00	MD	Hanover
077-000196 - Authorization Codes (Software)	1.00	0.00	MD	Hanover
077-000176 - Customer Formatted Reports	1.00	0.00	MD	Hanover
077-000198 - Call Log Report by Disposition (Software)	1.00	0.00	MD	Hanover
077-000134 - Single Trunk Statistics (Single Trunk Exc) (Software)	1.00	0.00	MD	Hanover
077-000165 - Dialed Number Identification Service (DNIS) (Software)	1.00	0.00	MD	Hanover
077-000140 - Single Gate Status Display Update (Software)	1.00	0.00	MD	Hanover
077-000112 - 64 Reporting Groups (Software)	1.00	0.00	MD	Hanover

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America West Airlines, Inc. - Assets

Description	Qty	Total	Asset Serial Number	State Location	City Location
077-000170 - Delay Time by Gate (Software)	1.00	0.00		MD	Hanover
077-000184 - Transaction Codes (Software)	1.00	0.00		MD	Hanover
Item 1A92562601 W8-40 Shares Master	1.00	1,354.00		MD	Hanover
Item 1A92562601 W8-40 Shares Master	1.00	1,354.00		MD	Hanover
Item 1A92562601 W8-40 Shares Master	1.00	1,354.00		MD	Hanover
Item 1A92562601 W8-40 Shares Master	1.00	1,354.00		MD	Hanover
Item 1A92562601 W8-40 Shares Master	1.00	1,354.00		MD	Hanover
Item 1A92562601 W8-40 Shares Master	1.00	1,354.00		MD	Hanover
Item 1A92562601 W8-40 Shares Master	1.00	1,354.00		MD	Hanover
Item 1A92562601 W8-40 Shares Master	1.00	1,354.00		MD	Hanover
Item 1A92562601 W8-40 Shares Master	1.00	1,354.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover

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Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover

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America West Airlines, Inc. - Assets

Description	Qty	Total	Asset Serial Number	State Location	City Location
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover

Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover

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America West Airlines, Inc. - Assets

Description	Qty	Total	Asset Serial Number	State Location	City Location
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover

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Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover

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America West Airlines, Inc. - Assets

Description	Qty	Total	Asset Serial Number	State Location	City Location
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover

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Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover

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America West Airlines, Inc. - Assets

Description	Qty	Total	Asset Serial Number	State Location	City Location
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover

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Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover

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America West Airlines, Inc. - Assets

Description	Qty	Total	Asset Serial Number	State Location	City Location
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover

Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00	MD	Hanover

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America West Airlines, Inc. - Assets

Description	Qty	Total	Asset Serial Number	State Location	City Location
Item 1A92562602 W8-40 Shares Slave	1.00	1,021.00		MD	Hanover
Item 1A92562601 W8-40 Master Terminal	1.00	1,354.00		MD	Hanover
Item 1A92562601 W8-40 Master Terminal	1.00	1,354.00		MD	Hanover
Item 1A92562601 W8-40 Master Terminal	1.00	1,354.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover

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Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover

EXH. 549 PAGE 25

Description	Qty	Total	Asset Serial Number	State Location	City Location
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover

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Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover

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America West Airlines, Inc. - Assets

Description	Qty	Total	Asset Serial Number	State Location	City Location
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover

Doc. 549 Ex. 31

Item 1A92562602 **W8-40 Slave Terminal**	1.00	1,021.00	MD	Hanover
Item 1A92562602 **W8-40 Slave Terminal**	1.00	1,021.00	MD	Hanover
Item 1A92562602 **W8-40 Slave Terminal**	1.00	1,021.00	MD	Hanover
Item 1A92562602 **W8-40 Slave Terminal**	1.00	1,021.00	MD	Hanover
Item 1A92562602 **W8-40 Slave Terminal**	1.00	1,021.00	MD	Hanover
Item 1A92562602 **W8-40 Slave Terminal**	1.00	1,021.00	MD	Hanover
Item 1A92562602 **W8-40 Slave Terminal**	1.00	1,021.00	MD	Hanover

BK 549 PG 32

Description	Qty	Total	Asset Serial Number	State Location	City Location
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover

EXH. 54 D.T. 33

Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00	MD	Hanover

BK 540 PG 34

America West Airlines, Inc. - Assets

Description	Qty	Total	Asset Serial Number	State Location	City Location
Item 1A92562602 W8-40 Slave Terminal	1.00	1,021.00		MD	Hanover

TOTAL ACQUISITION COST: $958,358.00

EXHIBIT 33

BOOK 549 PAGE 36

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)

Maryland Interiors, Inc.
dba Choice Seating Gallery
844 Ritchie Highway
Severna Park, Maryland 21146

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

Norwalk Furniture Corporation
rts. 18 and 20 Bypass
Norwalk, Ohio 44854

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#52440 CTT RCD 715:33
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 272175
Filed with Anne Arundel County, MD Date Filed March 24 19 88

5. ☐ **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is filed in this office.
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.

BL CLERK

No. of additional Sheets presented:

Norwalk Furniture Corporation

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

By: Robert C. Jackson, SECRETARY
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

Anne Arundel, MD

BOOK 549 PAGE 37

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 06178C040R01

RECORDED IN LIBER 447 **FOLIO** 350 **ON** 3-8-82 **(DATE)**

1. DEBTOR

Name David G. Smith d/b/a David G. Smith Lumber Company

Address 1105 Mt. Airy Road, Davidsonville, MD 21035

RECORD FEE 10.00
POSTAGE .00
#524470 C777 R03 T15:41
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
POSTAGE .50
#524480 C777 R03 T15:41
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name ITT Industrial Credit Company

Address P.O. Box 1071, Columbia, MD 21044

ITT COMMERCIAL FINANCE CORP. 11885 Lackland Rd. Suite 600 St. Louis, MO 63146-4270

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

BL CLERK

Dated 9-15-89

(Signature of Secured Party)

ITT Industrial Credit Company-40728023

Type or Print Above Name on Above Line

STATE OF MARYLAND

Anne Arundel, MD

BOOK 549 PAGE 38

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~252667~~

RECORDED IN ~~LIBER~~ BOOK 475 ~~FOLIO~~ PAGE 4 **ON** July 20, 1984 **(DATE)**

1. DEBTOR

Name David G. Smith D/B/A David G. Smith Lumber Company

Address 3330 Mt. Airy Road, Davidsonville, MD 21035

2. SECURED PARTY

Name ITT Industrial Credit Company

Address P.O. Box 1071, Columbia, MD 21044

ITT COMMERCIAL FINANCE CORP. 11885 Lackland Rd. Suite 600 St. Louis, MO 63146-4270
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00
POSTAGE .50
#524490 C777 R03 T15:42
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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: XXXX
(Indicate whether amendment, termination, etc.)

TERMINATION

BAL CLERK

Dated 9-15-89

(Signature of Secured Party)

ITT Industrial Credit Company-40728023
Type or Print Above Name on Above Line

10.50

STATE OF MARYLAND

Anne Arundel, MD

BOOK 549 PAGE 39

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245708

RECORDED IN LIBER 457 **FOLIO** ~~XXXX~~ PAGE 540 **ON** 1-7-83 **(DATE)**

1. DEBTOR

Name David G. Smith, DBA David G. Smith Lumber Co.

Address 1105 Mt. Airy Rd., Davidsonville, MD 21035

2. SECURED PARTY

Name ITT Industrial Credit Co.

Address P.O. Box 885, Clark, NJ 07066

ITT COMMERCIAL FINANCE CORP. 11885 Lackland Rd. Suite 600 St. Louis, MO 63146-4270

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: ☒XXXX
(Indicate whether amendment, termination, etc.)
TERMINATION

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#524520 C777 R03 T15:43
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated 9-15-89

(Signature of Secured Party)

ITT Industrial Credit Co.-40728023

Type or Print Above Name on Above Line

1052

STATE OF MARYLAND

Anne Arundel, MD

BOOK 549 PAGE 40

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 230395

RECORDED IN LIBER 420 **FOLIO** 423 **ON** 1-2-80 **(DATE)**

1. DEBTOR

Name David G. Smith DBA/ David G. Smith Lumber Co.

Address P.O. Box 228B, Route #1, Davidsonville, Maryland 21035

2. SECURED PARTY

Name ITT Industrial Credit Company

Address P.O. Box 1071, Columbia, Maryland 21044

ITT COMMERCIAL FINANCE CORP. 11885 Lackland Rd. Suite 600 St. Louis, MO 63146-4270

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

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#524530 C777 R03 T15:43
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated 9-15-89

(Signature of Secured Party)
ITT Industrial Credit Company-40728023

Type or Print Above Name on Above Line

10.50

STATE OF MARYLAND

Anne Arundel, MD

LIBER 549 PAGE 41

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 226839

RECORDED IN LIBER 411 **FOLIO** 487 **ON** July 26, 79 **(DATE)**

1. DEBTOR

Name David G. Smith D/B/A David G. Smith Lumber Co.

Address Route 1, Box 228B, Davidsonville, MD 21035

2. SECURED PARTY

Name ITT Industrial Credit Company

Address P.O. Box 1071, Columbia, Maryland 21044

ITT COMMERCIAL FINANCE CORP. 11885 Lackland Rd. Suite 600 St. Louis, MO 63146-4270
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

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#524540 C777 R03 T15:43
12/05/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

Dated 9-15-89

(Signature of Secured Party)
ITT Industrial Credit Company-40728023
Type or Print Above Name on Above Line

1056

STATE OF MARYLAND

Anne Arundel, MD

BOOK 549 PAGE 42

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 217495

RECORDED IN LIBER _____ **FOLIO** _____ **ON** 4-17-78 **(DATE)**

1. DEBTOR

Name David G. Smith D/B/A David G. Smith Lumber Co.

Address Rt. 1 Box 228 B, Davidson, MD 21035

2. SECURED PARTY

Name ITT Industrial Credit Co.

Address P.O. Box 9085, Richmond, VA 23225

ITT COMMERCIAL FINANCE CORP. 11885 Lackland Rd. Suite 600 St. Louis, MO 63146-4270
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

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

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

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

TERMINATION

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#524560 C777 R03 T15:44
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated 9-15-89

(Signature of Secured Party)

ITT Industrial Credit Co.-40728023
Type or Print Above Name on Above Line

10.80

STATE OF MARYLAND

Anne Arundel, MD
BOOK 549 PAGE 43

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 205872

RECORDED IN LIBER 363 **FOLIO** 483 **ON** 11-4-76 **(DATE)**

1. DEBTOR

Name Smith, David G.

Address Rt. 1 Box 228 B, Davidsonville, MD 21035

2. SECURED PARTY

Name ITT Industrial Credit Co.

Address PO Box 9085, Richmond, VA 23225

ITT COMMERCIAL FINANCE CORP. 11885 Lackland Rd. Suite 600 St. Louis, MO 63146-4270

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

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#524600 C777 R03 T15:45
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated 9-15-89

(Signature of Secured Party)

ITT Industrial Credit Co.-40728023
Type or Print Above Name on Above Line

10.50

FOR 549 PAGE 44 STATE OF MARYLAND

Clerk of Anne Arundel
Circuit Court
Identifying File No. 279306

FINANCING STATEMENT FORM UCC-1

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

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

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

This financing statement Dated Nov. 30, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KTW Acquisition Corp.

Address 2101 Hurley Way, Sacramento CA 95825

2. SECURED PARTY

Name General Electric Capital Corporation

Address 1020 Marsh Road, Suite 200

Menlo Park, CA 94025

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

RECORD FEE 25.00
POSTAGE .50
#524730 CTT7 R03 T16:03
CK 12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

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

Name and address of Assignee

See attached Exhibit A

* Taxes were filed at the state because this document was recorded in multiple counties.

CHECK ☒ THE LINES WHICH APPLY

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

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

KTW Acquisition Corp.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

General Electric Capital Corporation

Type or Print Above Signature on Above Line

25.50

Exhibit A

Financing Statement by and between GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as Secured Party, and KTW Acquisition Corp., a California corporation, as Debtor.

This Financing Statement covers all right, title and interest of Debtor in, to and under all of the following described property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Debtor (including, without limitation, under any trade names, styles, or divisions thereof), and whether owned or consigned by, or leased to, Debtor, and regardless of where located:

(i) All accounts, as such term is defined in the Uniform Commercial Code as in effect in the State in which this Financing Statement is filed ("UCC"), now owned or hereafter acquired by Debtor and, in any event, including, without limitation, (a) all accounts receivable, book debts and other forms of obligations (other than forms of obligations evidenced by chattel paper, documents or instruments) now owned or hereafter received or acquired by or belonging or owing to Debtor, whether arising out of goods sold or services rendered by Debtor or from any other transaction (including, without limitation, any such obligation which may be characterized as an account or contract right under the UCC), (b) all of Debtor's rights in, to and under all purchase orders or receipts now owned

or hereafter acquired by it for goods or services, (c) all of Debtor's rights to any goods represented by any of the foregoing (including, without limitation, unpaid sellers' rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (d) all monies due or to become due to Debtor under all purchase orders and contracts for the sale of goods or the performance of services or both by Debtor or in connection with any other transaction (whether or not yet earned by performance on the part of Debtor), now in existence or hereafter occurring, including, without limitation, the right to receive the proceeds of said purchase orders and contracts, and (e) all collateral security and guaranties of any kind, now or hereafter in existence, given by any person with respect to any of the foregoing;

(ii) All chattel paper, as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located;

(iii) All contracts, undertakings, or agreements (other than rights evidenced by chattel paper, documents or instruments) in or under which Debtor may now or hereafter have any right, title or interest, including, any agreement relating to the terms of payment or the terms of performance of any account;

(iv) All documents, as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located;

(v) All equipment, as such term is defined in the UCC, now or hereafter owned or acquired by Debtor, wherever located, and, in any event, including, without limitation, all machinery,

equipment, furnishings, vehicles, and computers and other electronic data-processing and other office equipment, and any and all additions, substitutions and replacements of any of the foregoing, together with all attachments, components, parts, equipment and accessories installed on or affixed to any of the foregoing;

(vi) All fixtures, as such term is defined in the UCC, now or hereafter owned or acquired by Debtor, wherever located, and, in any event, including, without limitation, all of the fixtures, systems, machinery, apparatus, equipment, and fittings of every kind and nature whatsoever and all appurtenances and additions thereto and substitutions therefor or replacements thereof, now or hereafter attached or affixed to or constituting a part of, or located in or upon, real property wherever located (including, without limitation, all heating, electrical, mechanical, lighting, lifting, plumbing, ventilating, air-conditioning and air cooling, refrigerating, incinerating and power, loading and unloading, signs, escalators, elevators, boilers, communication, switchboards, sprinkler and other fire prevention and extinguishing fixtures, systems, machinery, apparatus and equipment, and all engines, motors, dynamos, machinery, pipes, pumps, tanks, conduits and ducts constituting a part of any of the foregoing, together with all extensions, improvements, betterments, renewals, substitutes, and replacements of, and all additions and appurtenances to any of the foregoing property);

(vii) All general intangibles, as such term is defined in the UCC, now owned or hereafter acquired by Debtor and, in any event, including, without limitation, all right, title and interest which Debtor may now or hereafter have in or under any contract, all customer lists, patents, trademarks, service marks, trade names, business names, corporate names, trade styles, logos and other source or business identifiers, and all applications therefor and reissues, extensions or renewals thereof, rights in intellectual property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill (including, without limitation, the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license), all rights and claims in or under insurance policies (including, without limitation, insurance for fire, damage, loss, and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key man, and business interruption insurance, and all unearned premiums), uncertificated securities, deposit accounts, rights to receive tax refunds and other payments and rights of indemnification;

(viii) All instruments, as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located, including, without limitation, all certificated securities and all notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, chattel paper;

(ix) All inventory, as such term is defined in the UCC, now or hereafter owned or acquired by Debtor, wherever located, and, in any event, including, without limitation, all inventory, merchandise, goods and other personal property which are held by or on behalf of Debtor for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in Debtor's business, including gold, gems and other precious metals and minerals, or in the processing, packaging, promotion, delivery or shipping of the same, and all finished goods;

(x) All other goods, as such term is defined in the UCC, and personal property of Debtor whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Debtor and wherever located; and

(xi) To the extent not otherwise included, all proceeds, as such term is defined in the UCC, of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing.

GRY.1442

RETURN TO:
HILLMAN, BROWN & DARROW
221 DUKE OF GLOUCESTER ST.
ANNAPOLIS, MD. 21401

BOOK 549 PAGE 50

279307

Not subject to recordation tax-recordation tax paid on Deed of Trust securing amount of $600,000.00 filed simultaneously herewith among the Land Records of Anne Arundel County.

RECORD FEE 12.00
POSTAGE .50
#6333610 C23T R02 T14:49
12/06/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

FINANCING STATEMENT

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

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

1. Debtor:

George Theriault and
Florence Theriault

Address:

2144 Renard Court
Annapolis, Maryland 21401

2. Secured Party:

Chase Bank of
Maryland

Address:

10 E. Baltimore 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 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 lightings, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitutions for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

12.00
30

the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases 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 and portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land; and

(c) All documents, instruments, inventory, general intangibles, chattel papers, contract rights and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

4. The aforesaid items are included as security in a Purchase Money Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Patrick W. Blewett and Peter W. Mills, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County.

5. Proceeds of collateral are covered hereunder.

6. The land is more particularly described in Exhibit A attached hereto.

Debtor:

George Theriault

Florence Theriault

Dated: November 17, 1989

8649-110
WPC13866

RETURN TO:
HILLMAN, BROWN & DARROW
223 DUKE OF GLOUCESTER ST.
ANNAPOLIS, MD. 21401

GM-1433

BOOK 549 PAGE 52

FINANCING STATEMENT

File No. 279308

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. Borrower(s) and Address(es)

Bay Country Investments
900 Bestgate Road, Suite 404
Annapolis, Maryland 21401

2. Secured Party and Address

First National Bank of Maryland
18 West Street
Annapolis, Maryland 21401

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 Borrower's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacement(s), used in or related to the conduct of 216-218 West Street, Annapolis, Maryland, 21401, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever:

|__| B. All of the fixtures and personal property of the Borrower, of every type or description, including appliances, heating, air conditioning, and all other machinery, equipment and supplies now owned and hereafter acquired and located at 216-218 West Street, Annapolis, Maryland, 21401.

|__| C. All of Borrower's present and future accounts receivable, contract rights, rents, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, and the books and records relating to, and the proceeds and products 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.

RETURN TO:
HILLMAN, BROWN & DARROW
221 DUKE OF GLOUCESTER ST
ANNAPOLIS, MD. 21401

RECORDING FEE 11.00
POSTAGE .50
RECEIPT # 17 R03 T15:06
12/06/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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 exempt from the recordation tax (Maryland) Principal amount of debt initially incurred is: $100,000.00. Recordation tax has been paid to the Clerk of the Circuit Court for Anne Arundel County.

BAY COUNTRY INVESTMENTS

By: _____
H. Barry Wilen

NOVEMBER 9 1989
Date Signed by Borrower

FIRST NATIONAL BANK OF MARYLAND

By: _____
June R. Hornick, Assistant Vice President

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.

RETURN TO:
HILLMAN, BROWN & DARROW
221 DUKE OF GLOUCESTER ST
ANNAPOLIS, MD. 21401

11, 80

279309

BOOK 549 PAGE 53

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)

B&C Land Clearing Company Inc.
Co-Debtor Phelps Brothers
Land Clearing, Inc.
8316 Lokus Rd
Odenton MD 21113

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

Sequa Financial Corporation
420 Lexington Ave
New York, NY 10170

3. ☐ The Debtor is a transmitting utility.

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

$26.00

RECORD FEE 42.00
POSTAGE .50
#[redacted] 0777 R03 T15:14
12/06/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

ALL MACHINERY EQUIPMENT INVENTORY ACCOUNTS RECEIVABLE GOODS FIXTURES AND ASSETS AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT &/OR ANY SCHEDULE PREPARED IN CONNECTION THEREWITH THIS U.C.C. FORM TOGETHER WITH ATTACHED AGREEMENTS &/OR SCHEDULES ARE BEING SUBMITTED FOR FILING HEREWITH AS A FINANCING STATEMENT

☐ Products of the Collateral are also covered.

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

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

8. Describe Real Estate Here:

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

9. Name of a Record Owner

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

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

B&C Land Clearing Company Inc.
Phelps Brothers Land Clearing Inc

By _____
Signature(s) of Debtor(s)

Sequa Financial Corporation

By _____ A/A
Signature(s) of Secured Party(ies)

(5/82) (1) FILING OFFICER COPY-NUMERICAL

STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

SEQUA
Sequa Financial Corporation

book 549 page 54

Dated: NOVEMBER 14, 1989

SECURITY AGREEMENT

SECURITY AGREEMENT made by and between B & C Land Clearing Company, Inc., Co-Debtor
Phelps Brothers Land Clearing, Inc., Co-Debtor
corporation, (the "Debtor"), with its principal place of business at 8316 Lokus Rd., Odenton, MD 21113
and Sequa FINANCIAL CORPORATION, a New York corporation (the "Secured Party"), with its principal place of business at
420 Lexington Ave., New York, NY 10170

In consideration of the Secured Party's agreement to make a loan to the Debtor in the amount of TWO HUNDRED THREE THOUSAND THREE HUNDRED TWENTY-EIGHT AND XX/100---------- Dollars ($ 203,328.00), which loan is represented by a certain promissory note or notes of even date herewith, and also to secure the payment, performance and fulfillment of such indebtedness and any and all other Obligations (as hereinafter defined in paragraph 3 hereof) of Debtor to Secured Party, Debtor hereby grants a security interest to secured party in the goods and property described in the annexed Schedule A and all other goods and property of every kind and nature, including but not limited to machinery, equipment, vehicles, furniture, furnishings, fixtures, all items of intangible property, accounts, inventory and receivables, wherever located, now or hereafter belonging to Debtor (all such goods, chattels and property being hereinafter referred to as the "Property"), to have and to hold the same unto Secured Party forever.

2 "Obligations" as used herein shall mean the indebtedness of the Debtor to the Secured Party hereinabove specifically set forth in Paragraph "1" hereof and also any and all other extensions of credit, loans, endorsements, guaranties, and financial accomodations heretofore or hereafter made or extended by the Secured Party or which the Secured Party has or will become obligated to make or extend to or for the account of the Debtor, and any and all interest, commissions, indebtedness, liabilities, charges and expenses heretofore or hereafter chargeable against the Debtor by the Secured Party or owing by the Debtor to the Secured Party or upon which the Debtor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between the Debtor and the Secured Party or otherwise, and the amount due upon any notes or other obligations given to or received by the Secured Party for or on account of any of the foregoing, and the performance and fulfillment by Debtor of all terms and conditions contained in this Security Agreement and in any note or notes secured hereby and in any present or future agreement or instrument between the Debtor and Secured Party.

3 Debtor hereby warrants and represents to the Secured Party that (a) the Property referred to in the attached Schedule A is in the possession of the Debtor at 8316 Lokus Rd., Odenton County of _____ State of MD (b) all of the Obligations are secured by this Security Agreement and (c) Debtor will timely pay and perform all of the Obligations, with late interest thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day, except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate, plus a one time late charge payable in the event any sum owed Secured Party by Debtor is not paid when due in an amount equal to the greater of $100 or 5% of such sum, except where such late charge is in excess of the maximum permitted by applicable law in which event the charge shall be the maximum lawful charge.

4 Debtor further warrants and represents that:

(a) Secured Party's security interest in each of the items of property is now and shall at all times constitute a perfected, choate, first security interest in such property.

(b) Secured Party's security interest in each item of property is not now and shall not become subordinate or junior to the security interest, lien, encumbrance or claim of any person.

(c) Debtor will keep the Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind. Debtor, at its own cost and expense, will keep the property in a good state of repair, will not waste or destroy the same or any part thereof and will not be negligent in the care and use thereof, and Debtor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Property without the prior written consent of the Secured Party. The Secured Party is hereby authorized to file on behalf of the Debtor one or more financing statements with respect to the Property or, in lieu of such financing statement, a copy of this agreement.

(d) Debtor is the lawful owner of the Property and it is free and clear of all liens and encumbrances of every kind (except any held by the Secured Party), and Debtor will warrant and defend the property against all claims and demands of all persons.

(e) Debtor will insure the Property against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and such other hazards as requested by Secured Party. The amounts and insurance policies will be acceptable to the secured Party. The proceeds of such insurance policies will be payable to the Secured Party, and all premiums thereon shall be paid by Debtor and the policies assigned and delivered to the Secured Party. Debtor hereby irrevocably appoints the Secured Party as the Debtor's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein or therein.

(f) Debtor shall comply (so far as may be necessary to protect the Property and the lien of this Security Agreement) with all of the terms and conditions of leases covering the premises wherein the Property is located and with any orders, ordinances, laws or statutes of any city, county, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by the Secured Party, will correct any errors or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(g) Debtor will not remove the Property from its present location without the prior written consent of the Secured Party and at all times shall allow the Secured Party access to and the right of inspection of the Property, which shall remain personalty and not become part of any realty, and nothing shall prevent the Secured Party from removing the same or so much thereof as the Secured Party, in its sole discretion, may determine, from any premises to which it may be attached upon breach of this Security Agreement. Debtor hereby agrees to deliver to the Secured Party appropriate waivers, satisfactory to the Secured Party, of any and all owners and/or mortgagees of any such premises.

(h) the execution and delivery of this Security Agreement has been duly consented to and authorized by the stockholders and Board of Directors of the Debtor if the Debtor is a corporation. Debtor hereby agrees to deliver to the Secured Party confirmation of same.

(i) Debtor will indemnify and save harmless Secured Party from all damage, losses, liability or expense, including, but not limited to, reasonable attorneys' fees, that the Secured Party may incur in order to secure or obtain performance or fulfillment of any of the Obligations, Payment or foreclosure of this Security Agreement or in the prosecution or defense of any action or proceeding either against the Debtor or against the Secured Party regarding any matter arising out of this Security Agreement and the Obligations or Property.

5 If the Debtor shall default in the performance or fulfillment of any of the terms, conditions or warranties to be performed or fulfilled by the Debtor under or pursuant to this Security Agreement, the Secured Party may, at its option, without waiving its rights to enforce this Security Agreement according to its terms, immediately or at any time thereafter, and without notice to or demand upon the Debtor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of the Debtor, and the cost and expense thereof (including, but not limited to, reasonable attorneys' fees) shall be a lien on the Property, added to the amount of the Obligations, and shall be payable on demand with interest at the per diem interest rate specified in Paragraph 3 hereof.

6 This Security Agreement may be assigned along with any and all Obligations without notice to the Debtor, and upon such assignment, the Debtor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-complaint which the Debtor may have against the Secured Party, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as the Debtor.

7 The Debtor hereby designates and appoints the General Counsel of Sequa Capital Corporation, 420 Lexington Avenue, NY, NY 10170 as the Debtor's true and lawful attorney-in-fact and agent for the Debtor and in the Debtor's name, place and stead to accept service of any process within the state of New York. The Secured Party hereby agrees to notify the Debtor at the Debtor's address, as shown herein, by certified mail within three (3) days of such service having been effected.

8 Debtor will furnish to the Secured Party two (2) copies of its current financial statements and related information, and annually within 90 days of the Debtor's year end fiscal.

9 Except as otherwise provided herein, the Debtor shall remain in quiet possession and enjoyment of the Property.

10 If the Debtor shall default in the prompt payment or performance of any of the Obligations, or if the Debtor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under the federal Bankruptcy Code, as amended or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for the Debtor or any of the Debtor's property shall be commenced by or against the Debtor, or if the Debtor shall fail punctually to observe or perform any of the terms, conditions or warranties contained in this Security Agreement or in any present or future agreement or instrument between the Debtor and the Secured Party, or if any of the warranties, covenants or representations made to the Secured Party be or become untrue or incorrect in any adverse respect, or if there is a change in the management or a change in control of the Debtor, or if the Secured Party at any time deems the security afforded by this Security Agreement unsafe, inadequate or at risk, then in any such event, all Obligations shall at once, at the option of the Secured Party, become immediately due and payable without notice to the Debtor, and in such event it shall be lawful for the Secured Party to take possession of the Property at any time, wherever it may be, and to enter any of the premises of the Debtor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Property, until sold, and to sell the Property or any part thereof and all of the Debtor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being hereby expressly waived by the Debtor, for cash or on credit, and on such terms as the Secured Party may, in its sole discretion, elect, in such county and at such places as the Secured Party may elect and without having the Property at the place of sale. The Secured Party may bid or become the purchaser at any such sale and the Debtor hereby waives any and all rights of redemption from any such sale. The proceeds of any such sale shall be applied first to pay all costs, expenses and charges for pursuing, taking, removing, keeping, advertising and selling the Property, including attorneys' fees equal to either 25% of the unpaid Obligations or actual out-of-pocket expenses, whichever is larger, and second to the payment, partly or entirely, of any of the Obligations as the Secured Party may in its sole discretion elect, returning the excess, if any, to the Debtor, who shall remain liable to the Secured Party for any deficiency, and the Debtor hereby irrevocably consents to the appointment of a receiver for the Property and/or all other property of the Debtor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. The Debtor hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against the Debtor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force.

11 Any notice of a sale, lease, other disposition of the Property or any other intended action required hereunder may be personally delivered or may be deposited in th United States mail postage prepaid notice shall be addressed to Secured Party or Debtor as may be the case at its principal place of business set forth above. If so delivered or mailed at least five (5) business days prior to such proposed action, any such notice shall be effective and constitute reasonable and fair notice to Debtor of any action Secured Party intends to take.

SEQ - e

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

ORIGINAL FOR FILING (non-negotiable)

FOR 549 PAGE 55

TERMS AND CONDITIONS OF SECURITY AGREEMENT (CONTINUED)

12 Secured Party may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to the Debtor, appropriate and apply toward the payment of the Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks which come into the possession of the Secured Party and which belong to or are owing to the Debtor, and for any such purposes, endorse the name of the Debtor on any such instrument made payable to the Debtor for deposit, discount or collection. Such applications may be made or any monies paid to the Secured Party may be applied, without notice to the Debtor, partly or entirely to any of the Obligations as the Secured Party in its sole discretion may elect. The interest rates which are provided for herein and in any note or other obligation secured hereby (the "Contract Rates") are based on the prime rate then in effect at CitiBank on the date of the Debtor's initial application to the Secured Party with respect to this transaction. In the event that there should be one or more increases or decreases in such prime rate, the Contract Rates shall be increased or decreased, as the case may be, on the effective date thereof to the extent of _____% for each 25% change in such prime rate; however, in no event shall the Contract Rates be less than as stated herein or in any note or other obligation secured hereby and in no event shall any of the Contract Rates be more than the maximum interest rate permitted by applicable law.

13 If, after default by the Debtor in the payment, performance or fulfillment of any of the Obligations or of the entire unpaid amount of the Obligations after the same become or are declared due and payable, the Secured Party fails to demand full payment or performance or otherwise to proceed, such failure shall not be deemed a waiver of the rights of the Secured Party to make subsequent demands for the immediate payment of the entire unpaid amount of the Obligations, or to take immediate possession of the Property, or to foreclose at any time this Security Agreement, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by the Secured Party of any payments subsequent to such default shall be deemed to be a waiver of any rights of the Secured Party. No delay or failure on the part of the Secured Party in exercising any right, remedy or option hereunder shall operate as a waiver of such or of any other right, remedy or option, and no waiver whatever shall be valid unless in writing, signed by the Secured Party and then only to the extent therein set forth.

14 Books and records of the Secured Party containing entries with respect to the Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon the Debtor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Secured Party shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. This Security Agreement cannot be changed or terminated orally, shall be governed by New York law and is the entire agreement of the parties hereto regarding the subject matter hereof.

15. All of the rights, remedies, options and elections given to the Secured Party hereunder shall inure to the benefit of the Secured Party, any transferee or holder of this Security Agreement, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Security Agreement shall inure to the benefit of and bind the representatives, successors and assigns of the respective parties hereto.

16 If it should appear that any provisions hereof are in conflict with any statute or law of any jurisdiction wherein they may be sought to be enforced, then such provisions shall be deemed null and void to the extent that such provisions may conflict therewith, but without invalidating the remaining provisions hereof. This Agreement shall be governed by New York law.

IN WITNESS WHEREOF, Debtor has caused these presents to be duly executed the day and year first above written.

ATTEST: R Wayne Beatty

Secretary

B & C LAND CLEARING COMPANY, INC., CO-DEBTOR
Debtor

By R Wayne Beatty PRESIDENT
R. WAYNE BEATTY (Title)
(Corporate Seal)

AFFIDAVIT OF DEBTOR

STATE OF MARYLAND }
COUNTY OF } ss.:

R. WAYNE BEATTY being duly sworn, deposes and says:

1 He is the PRESIDENT of B & C LAND CLEARING COMPANY, INC., CO-DEBTOR the corporation (hereinafter called the "Debtor") described in and which executed the foregoing Security Agreement.

2 The Debtor is the sole owner and in possession of the goods and property mentioned and described in the foregoing Security Agreement. Said goods and property are free of all liens and encumbrances of whatever kind, nature and description (except for any held by the Secured Party referred to below), and the Debtor has the sole right and lawful authority to mortgage the same.

3 The Debtor is solvent and justly indebted to SEQUA FINANCIAL CORPORATION (hereinafter called the "Secured Party") in an amount not less than the amount stated in said Security Agreement, and there are no claims, offsets or defenses against the same.

4 There are no judgments against the Debtor, and no attachment or execution is now outstanding against any of the debtor's property. No receiver of the Debtor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting the Debtor, nor have there ever been any such proceedings affecting the Debtor, and no assignment for the benefit of creditors has been made by the Debtor.

5 Deponent makes this affidavit realizing that the Secured Party is being induced thereby to lend the Debtor the amount stated in said Security Agreement in reliance upon the truth of the statements contained herein, and this affidavit is made to induce the Secured Party to make such loan.

Sworn to before me this 14th day of Nov. 19 89

R Wayne Beatty
R. WAYNE BEATTY

Notary Public Susan D. McKee

SUSAN D. McKEE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____, SS.:

I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify in said County before me personally appeared _____ to me personally known

(FOR INDIVIDUAL)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument bearing the date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and condideration therein mentioned and contained.

(For Partnership)
and known as and to be a member of the partnership of _____

_____

_____

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument bearing the date as therein indicated, and produced and delivered same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____

_____ of _____

_____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument; and being duly authorized so to do, executed said foregoing instrument; that he was duly authorized to excute said instrument for and in the name of said corporation and to make this acknowledgment; that he knows the contents of said instrument, that he resides at _____

_____; that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said _____

_____ acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal) _____

BOOK 549 PAGE 56

SCHEDULE 'A'

This schedule is attached to and shall become part of the (Conditional Sales Contract) (Security Agreement) (Promissory Note(s)) (Lease) (U.C.C.) dated November 14, , 19 89 between the undersigned.

ATTEST:

R Wayne Beatty
Secretary

PHELPS BROTHERS LAND CLEARING, INC. CO-DEBTOR
Debtor

By: R Wayne Beatty PRESIDENT
R. WAYNE BEATTY (Title)

(Corporate Seal)

AFFIDAVIT OF DEBTOR

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL } ss.:

R. WAYNE BEATTY being duly sworn, deposes and says.

1 He is the PRESIDENT of PHELPS BROTHERS LAND CLEARING, INC., CO-DEBTOR the corporation (hereinafter called the "Debtor") described in and which executed the foregoing Security Agreement.

2. The Debtor is the sole owner and in possession of the goods and property mentioned and described in the foregoing Security Agreement. Said goods and property are free of all liens and encumbrances of whatever kind, nature and description (except for any held by the Secured Party referred to below), and the Debtor has the sole right and lawful authority to mortgage the same.

3. The Debtor is solvent and justly indebted to SEQUA FINANCIAL CORPORATION (hereinafter called the "Secured Party") in an amount not less than the amount stated in said Security Agreement and there are no claims, offsets or defenses against the same.

4. There are no judgments against the Debtor, and no attachment or execution is now outstanding against any of the debtor's property. No receiver of the Debtor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting the Debtor, nor have there ever been any such proceedings affecting the Debtor, and no assignment for the benefit of creditors has been made by the Debtor.

5. Deponent makes this affidavit realizing that the Secured Party is being induced thereby to lend the Debtor the amount stated in said Security Agreement in reliance upon the truth of the statements contained herein, and this affidavit is made to induce the Secured Party to make such loan.

R Wayne Beatty
R. WAYNE BEATTY

Sworn to before me this _____
day of _____ 19____
Notary Public

(NOTARY SIGNATURE, SEAL & STAMP)

The undersigned hereby confirm that this schedule is correct.

Sequa Financial Corp.
Seller, Secured Party or Lessor

By D Cumin VP
Title

Phelps Brothers Land Clearing, Inc.

R Wayne Beatty President
Purchaser, Debtor or Lessee

By _____
Title

BOOK 549 PAGE 57

SCHEDULE 'A'

This schedule is attached to and shall become part of the (Conditional Sales Contract) (Security Agreement) (Promissory Note(s)) (Lease) (U.C.C.) dated November 14, , 19 89 between the undersigned.

ACKNOWLEDGMENT

STATE OF MARYLAND COUNTY OF Anne Arundel ss:

I Susan D. McKee a Notary Public duly qualified in and for said County and State, do hereby certify in said County, before me personally appeared R. WAYNE BEATTY to me personally known,

(FOR INDIVIDUAL)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument bearing the date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and condideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument bearing the date as therein indicated, and produced and delivered same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument in his own proper handwriting, and well known to me to be and who acknowledged himself to be the PRESIDENT of PHELPS BROTHERS LAND CLEARING INC., CO-DEBTOR who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument, and being duly authorized so to do, executed said foregoing instrument; that he was duly authorized to excute said instrument for and in the name of said corporation and to make this acknowledgment; that he knows the contents of said instrument; that he resides at 3278 Arundel on the Bay Rd.; that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said R. WAYNE BEATTY acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal) Susan D. McKee
(NOTARY SIGNATURE, SEAL & STAMP)

SUSAN D. McKEE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

CLERK'S NOTATION

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

(Notary Public)

The undersigned hereby confirm that this schedule is correct.

Sequa Financial Corp.
Seller, Secured Party or Lessor

By [signature] VP
Title

Phelps Brothers Land Clearing, Inc.

R Wayne Beatty President
Purchaser, Debtor or Lessee

By
Title

BOOK 549 PAGE 58

SCHEDULE 'A'

This schedule is attached to and shall become part of the (Conditional Sales Contract) (Security Agreement) (Promissory Note(s)) (Lease) (U.C.C.) dated NOVEMBER 14, , 19 89 **between the undersigned.**

EQUIPMENT DESCRIPTION

(1) One Used 966E Caterpillar Loader with fully enclosed ROPS ; 5 yd. general purpose bucket; Michelin Tires and S/N: 94X6888
(1) One New Fleco Rake

(2) Two Used Caterpillar 977L Traxcavators each with a Fleco Clamp Rake

S/N: 11K8162 S/N: 11K8124

REPAYMENT SCHEDULE

(36) Thirty-Six consecutive equal monthly installments each in the amount of $5,648.00 including principal and interest commencing on _____ and continuing on the same date of each successive month thereafter until the Note is paid in full.

The security interest created by this security agreement insofar as it relates to the above described property is a Purchase Money Security interest with the proceeds hereof being used by Purchaser to acquire the above described property.

The undersigned hereby confirm that this schedule is correct.

Sequa Financial Corp.
Seller, Secured Party or Lessor

By _____ Title

B & C LAND CLEARING COMPANY, INC. CO-DEBTOR
R Wayne Beck PRESIDENT

PHELPS BROTHERS LAND CLEARING, INC., CO-DEBTOR
Purchaser, Debtor or Lessee

By R Wayne Beck PRESIDENT
Title

SEQ-11

LIBER 549 PAGE 59

279339

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)

B&C Land Clearing Company Inc.
Co-Debtor Phelps Brothers
Land Clearing Inc.
8316 Lokus Rd.
Odenton MD 21113

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

Sequa Financial Corporation
420 Lexington Ave
New York, NY 10170

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

RECORD FEE 41.00
POSTAGE .50
#525900 C777 R03 T09:41
12/07/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

ALL MACHINERY EQUIPMENT INVENTORY ACCOUNTS RECEIVABLE GOODS FIXTURES AND ASSETS AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT &/OR ANY SCHEDULE PREPARED IN CONNECTION THEREWITH THIS U.C.C FORM TOGETHER WITH ATTACHED AGREEMENTS &/OR SCHEDULES ARE BEING SUBMITTED FOR FILING HEREWITH AS A FINANCING STATEMENT

☐ Products of the Collateral are also covered.

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

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

8. Describe Real Estate Here:

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

9. Name of a Record Owner

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

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

B&C Land Clearing Company Inc.
Phelps Brothers Land Clearing Inc.

By _____
Signature(s) of Debtor(s)

Sequa Financial Corporation

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

(1) FILING OFFICER COPY-NUMERICAL

(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

SEQUA

Sequa Financial Corporation

BOOK 549 PAGE 60

Dated: NOVEMBER 14, 1989

SECURITY AGREEMENT

SECURITY AGREEMENT made by and between B & C Land Clearing Company, Inc., Co-Debtor
Phelps Brothers Land Clearing, Inc., Co-Debtor
corporation, (the "Debtor") with its principal place of business at 8316 Lokus Rd., Odenton, MD 21113
and Sequa FINANCIAL CORPORATION, a New York corporation (the "Secured Party"), with its principal place of business at
420 Lexington Ave., New York, NY 10170

In consideration of the Secured Party's agreement to make a loan to the Debtor in the amount of TWO HUNDRED THREE THOUSAND THREE HUNDRED TWENTY-EIGHT AND XX/100---------- Dollars ($ 203,328.00), which loan is represented by a certain promissory note or notes of even date herewith, and also to secure the payment, performance and fulfillment of such indebtedness and any and all other Obligations (as hereinafter defined in paragraph 3 hereof) of Debtor to Secured Party, Debtor hereby grants a security interest to secured party in the goods and property described in the annexed Schedule A and all other goods and property of every kind and nature, including, but not limited to machinery, equipment, vehicles, furniture, furnishings, fixtures, all items of intangible property, accounts, inventory and receivables, wherever located now or hereafter belonging to Debtor (all such goods, chattels and property being hereinafter referred to as the "Property"), to have and to hold the same unto Secured Party forever.

2 "Obligations" as used herein shall mean the indebtedness of the Debtor to the Secured Party hereinabove specifically set forth in Paragraph "1" hereof and also any and all other extensions of credit, loans, endorsements, guaranties, and financial accomodations heretofore or hereafter made or extended by the Secured Party or which the Secured Party has or will become obligated to make or extend to or for the account of the Debtor, and any and all interest, commissions, indebtedness, liabilities, charges and expenses heretofore or hereafter chargeable against the Debtor by the Secured Party or owing by the Debtor to the Secured Party or upon which the Debtor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between the Debtor and the Secured Party or otherwise, and the amount due upon any notes or other obligations given to or received by the Secured Party for or on account of any of the foregoing, and the performance and fulfillment by Debtor of all terms and conditions contained in this Security Agreement and in any note or notes secured hereby and in any present or future agreement or instrument between the Debtor and Secured Party.

3 Debtor hereby warrants and represents to the Secured Party that (a) the Property referred to in the attached Schedule A is in the possession of the Debtor at 8316 Lokus Rd., Odenton, County of _____, State of MD, (b) all of the Obligations are secured by this Security Agreement and (c) Debtor will timely pay and perform all of the Obligations with late interest thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day, except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate, plus a one time late charge payable in the event any sum owed Secured Party by Debtor is not paid when due in an amount equal to the greater of $100 or 5% of such sum, except where such late charge is in excess of the maximum permitted by applicable law in which event the charge shall be the maximum lawful charge.

4 Debtor further warrants and represents that:

(a) Secured Party's security interest in each of the items of property is now and shall at all times constitute a perfected, choate, first security interest in such property.

(b) Secured Party's security interest in each item of property is not now and shall not become subordinate or junior to the security interest, lien, encumbrance or claim of any person.

(c) Debtor will keep the Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind. Debtor, at its own cost and expense, will keep the property in a good state of repair, will not waste or destroy the same or any part thereof and will not be negligent in the care and use thereof, and Debtor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Property without the written consent of the Secured Party. The Secured Party is hereby authorized to file on behalf of the Debtor one or more financing statements with respect to the Property or, in lieu of such financing statement, a copy of this agreement.

(d) Debtor is the lawful owner of the Property and it is free and clear of all liens and encumbrances of every kind (except any held by the Secured Party); and Debtor will warrant and defend the property against all claims and demands of all persons.

(e) Debtor will insure the Property against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and such other hazards as requested by Secured Party. The amounts and insurance policies will be acceptable to the secured Party. The proceeds of such insurance policies will be payable to the Secured Party, and all premiums thereon shall be paid by Debtor and the policies assigned and delivered to the Secured Party. Debtor hereby irrevocably appoints the Secured Party as the Debtor's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein or therein.

(f) Debtor shall comply (so far as may be necessary to protect the Property and the lien of this Security Agreement) with all of the terms and conditions of leases covering the premises wherein the Property is located and with any orders, ordinances, laws or statutes of any city, county, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by the Secured Party, will correct any errors or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(g) Debtor will not remove the Property from its present location without the prior written consent of the Secured Party and at all times shall allow the Secured Party access to and the right of inspection of the Property, which shall remain personalty and not become part of any realty, and nothing shall prevent the Secured Party from removing the same or so much thereof as the Secured Party, in its sole discretion, may determine, from any premises to which it may be attached upon breach of this Security Agreement. Debtor hereby agrees to deliver to the Secured Party appropriate waivers, satisfactory to the Secured Party, of any and all owners and/or mortgagees of any such premises.

(h) the execution and delivery of this Security Agreement has been duly consented to and authorized by the stockholders and Board of Directors of the Debtor if the Debtor is a corporation. Debtor hereby agrees to deliver to the Secured Party confirmation of same.

(i) Debtor will indemnify and save harmless Secured Party from all damage, losses, liability or expense, including, but not limited to, reasonable attorneys' fees, that the Secured Party may incur in order to secure or obtain performance or fulfillment of any of the Obligations, Payment or foreclosure of this Security Agreement or in the prosecution or defense of any action or proceeding either against the Debtor or against the Secured Party regarding any matter arising out of this Security Agreement and the Obligations or Property.

5 If the Debtor shall default in the performance or fulfillment of any of the terms, conditions or warranties to be performed or fulfilled by the Debtor under or pursuant to this Security Agreement, the Secured Party may, at its option, without waiving its rights to enforce this Security Agreement according to its terms, immediately or at any time thereafter, and without notice to or demand upon the Debtor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of the Debtor, and the cost and expense thereof (including, but not limited to, reasonable attorneys' fees) shall be a lien on the Property, added to the amount of the Obligations, and shall be payable on demand with interest at the per diem interest rate specified in Paragraph 3 hereof.

6 This Security Agreement may be assigned along with any and all Obligations without notice to the Debtor, and upon such assignment, the Debtor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-complaint which the Debtor may have against the Secured Party, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as the Debtor.

7 The Debtor hereby designates and appoints the General Counsel of Sequa Capital Corporation, 420 Lexington Avenue, NY, NY 10170 as the Debtor's true and lawful attorney-in-fact and agent for the Debtor and in the Debtor's name, place and stead to accept service of any process within the state of New York. The Secured Party hereby agrees to notify the Debtor at the Debtor's address, as shown herein, by certified mail within three (3) days of such service having been effected.

8 Debtor will furnish to the Secured Party two (2) copies of its current financial statements and related information, and annually within 90 days of the Debtor's year end fiscal.

9 Except as otherwise provided herein, the Debtor shall remain in quiet possession and enjoyment of the Property.

10 If the Debtor shall default in the prompt payment or performance of any of the Obligations, or if the Debtor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under the federal Bankruptcy Code, as amended or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for the Debtor or any of the Debtor's property shall be commenced by or against the Debtor, or if the Debtor shall fail punctually to observe or perform any of the terms, conditions or warranties contained in this Security Agreement or in any present or future agreement or instrument between the Debtor and the Secured Party, or if any of the warranties, covenants or representations made to the Secured Party be or become untrue or incorrect in any adverse respect, or if there is a change in the management or a change in control of the Debtor, or if the Secured Party at any time deems the security afforded by this Security Agreement unsafe, inadequate or at risk, then in any such event, all Obligations shall at once, at the option of the Secured Party, become immediately due and payable without notice to the Debtor, and in such event it shall be lawful for the Secured Party to take possession of the Property at any time, wherever it may be, and to enter any of the premises of the Debtor with or without process of law, and search for take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Property, until sold, and to sell the Property or any part thereof and all of the Debtor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being hereby expressly waived by the Debtor, for cash or on credit, and on such terms as the Secured Party may, in its sole discretion, elect, in such county and at such places as the Secured Party may elect and without having the Property at the place of sale. The Secured Party may bid or become the purchaser at any such sale and the Debtor hereby waives any and all rights of redemption from any such sale. The proceeds of any such sale shall be applied first to pay all costs, expenses and charges for pursuing, taking, removing, keeping, advertising and selling the Property, including attorneys' fees equal to either 25% of the unpaid Obligations or actual out-of-pocket expenses, whichever is larger, and second to the payment, partly or entirely, of any of the Obligations as the Secured Party may in its sole discretion elect, returning the excess, if any, to the Debtor, who shall remain liable to the Secured Party for any deficiency, and the Debtor hereby consents to the appointment of a receiver for the Property and/or all other property of the Debtor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. The Debtor hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against the Debtor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force.

11 Any notice of a sale, lease, other disposition of the Property or any other intended action required hereunder may be personally delivered or may be deposited in th United States mail postage prepaid and duly addressed to Secured Party or Debtor as may be the case at its principal place of business set forth above. If so delivered or mailed at least five (5) business days prior to such proposed action, any such notice shall be effective and constitute reasonable and fair notice to Debtor of any action Secured Party intends to take.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

SEQ - 9

ORIGINAL FOR FILING (non-negotiable)

TERMS AND CONDITIONS OF SECURITY AGREEMENT (CONTINUED)

12 Secured Party may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to the Debtor, appropriate and apply toward the payment of the Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks which come into the possession of the Secured Party and which belong to or are owing to the Debtor, and for any such purposes, endorse the name of the Debtor on any such instrument made payable to the Debtor for deposit, discount or collection. Such applications may be made or any monies paid to the Secured Party may be applied, without notice to the Debtor, partly or entirely to any of the Obligations as the Secured Party in its sole discretion may elect. The interest rates which are provided for herein and in any note or other obligation secured hereby (the "Contract Rates") are based on the prime rate then in effect at CitiBank on the date of the Debtor's initial application to the Secured Party with respect to this transaction. In the event that there should be one or more increases or decreases in such prime rate, the Contract Rates shall be increased or decreased, as the case may be, on the effective date thereof to the extent of _____% for each .25% change in such prime rate; however, in no event shall the Contract Rates be less than as stated herein or in any note or other obligation secured hereby and in no event shall any of the Contract Rates be more than the maximum interest rate permitted by applicable law.

13 If, after default by the Debtor in the payment, performance or fulfillment of any of the Obligations or of the entire unpaid amount of the Obligations after the same become or are declared due and payable, the Secured Party fails to demand full payment or performance or otherwise to proceed, such failure shall not be deemed a waiver of the rights of the Secured Party to make subsequent demands for the immediate payment of the entire unpaid amount of the Obligations, or to take immediate possession of the Property, or to foreclose at any time this Security Agreement, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by the Secured Party of any payments subsequent to such default shall be deemed to be a waiver of any rights of the Secured Party. No delay or failure on the part of the Secured Party in exercising any right, remedy or option hereunder shall operate as a waiver of such or of any other right, remedy or option, and no waiver whatever shall be valid unless in writing, signed by the Secured Party and then only to the extent therein set forth.

14 Books and records of the Secured Party containing entries with respect to the Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon the Debtor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Secured Party shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. This Security Agreement cannot be changed or terminated orally, shall be governed by New York law and is the entire agreement of the parties hereto regarding the subject matter hereof.

15 All of the rights, remedies, options and elections given to the Secured Party hereunder shall inure to the benefit of the Secured Party, any transferee or holder of this Security Agreement, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Security Agreement shall inure to the benefit of and bind the representatives, successors and assigns of the respective parties hereto.

16 If it should appear that any provisions hereof are in conflict with any statute or law of any jurisdiction wherein they may be sought to be enforced, then such provisions shall be deemed null and void to the extent that such provisions may conflict therewith, but without invalidating the remaining provisions hereof. This Agreement shall be governed by New York law.

IN WITNESS WHEREOF, Debtor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

R Wayne Beaty
Secretary

B & C LAND CLEARING COMPANY, INC., CO-DEBTOR
Debtor

By R Wayne Beaty PRESIDENT
R. WAYNE BEATTY (Title)
(Corporate Seal)

AFFIDAVIT OF DEBTOR

STATE OF MARYLAND }
COUNTY OF } SS.:

R. WAYNE BEATTY being duly sworn, deposes and says:

1 He is the PRESIDENT of B & C LAND CLEARING COMPANY INC., CO-DEBTOR the corporation (hereinafter called the "Debtor") described in and which executed the foregoing Security Agreement.

2 The Debtor is the sole owner and in possession of the goods and property mentioned and described in the foregoing Security Agreement. Said goods and property are free of all liens and encumbrances of whatever kind, nature and description (except for any held by the Secured Party referred to below), and the Debtor has the sole right and lawful authority to mortgage the same.

3 The Debtor is solvent and justly indebted to SEQUA FINANCIAL CORPORATION (hereinafter called the "Secured Party") in an amount not less than the amount stated in said Security Agreement, and there are no claims, offsets or defenses against the same.

4 There are no judgments against the Debtor, and no attachment or execution is now outstanding against any of the debtor's property. No receiver of the Debtor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting the Debtor, nor have there ever been any such proceedings affecting the Debtor, and no assignment for the benefit of creditors has been made by the Debtor.

5 Deponent makes this affidavit realizing that the Secured Party is being induced thereby to lend the Debtor the amount stated in said Security Agreement in reliance upon the truth of the statements contained herein, and this affidavit is made to induce the Secured Party to make such loan.

Sworn to before me this 14th day of Nov 19 85

Susan D. McKee
Notary Public

R Wayne Beaty
R. WAYNE BEATTY

SUSAN D. McKEE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____, SS.:

I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify in said County before me personally appeared _____ to me personally known

(FOR INDIVIDUAL)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument bearing the date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and condideration therein mentioned and contained.

(For Partnership)
and known as and to be a member of the partnership of _____

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument bearing the date as therein indicated, and produced and delivered same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument; and being duly authorized so to do, executed said foregoing instrument; that he was duly authorized to excute said instrument for and in the name of said corporation and to make this acknowledgment; that he knows the contents of said instrument; that he resides at _____; that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal) _____ (Notary Public)

BOOK 549 PAGE 62

SCHEDULE 'A'

This schedule is attached to and shall become part of the (Conditional Sales Contract) (Security Agreement) (Promissory Note(s)) (Lease) (U.C.C.) dated November 14, , 19 89 between the undersigned.

ATTEST

R Wayne Beatty
Secretary

PHELPS BROTHERS LAND CLEARING, INC. CO-DEBTOR
Debtor

By R Wayne Beatty PRESIDENT
R. WAYNE BEATTY (Title)
(Corporate Seal)

AFFIDAVIT OF DEBTOR

STATE OF MARYLAND
COUNTY OF A.A. } ss.:

R. WAYNE BEATTY being duly sworn, deposes and says:

1. He is the PRESIDENT of PHELPS BROTHERS LAND CLEARING, INC., CO-DEBTOR the corporation (hereinafter called the "Debtor") described in and which executed the foregoing Security Agreement.

2. The Debtor is the sole owner and in possession of the goods and property mentioned and described in the foregoing Security Agreement. Said goods and property are free of all liens and encumbrances of whatever kind, nature and description (except for any held by the Secured Party referred to below), and the Debtor has the sole right and lawful authority to mortgage the same.

3. The Debtor is solvent and justly indebted to SEQUA FINANCIAL CORPORATION (hereinafter called the "Secured Party") in an amount not less than the amount stated in said Security Agreement and there are no claims, offsets or defenses against the same.

4. There are no judgments against the Debtor, and no attachment or execution is now outstanding against any of the debtor's property. No receiver of the Debtor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting the Debtor, nor have there ever been any such proceedings affecting the Debtor, and no assignment for the benefit of creditors has been made by the Debtor.

5. Deponent makes this affidavit realizing that the Secured Party is being induced thereby to lend the Debtor the amount stated in said Security Agreement in reliance upon the truth of the statements contained herein, and this affidavit is made to induce the Secured Party to make such loan.

Sworn to before me this _____ day of _____ 19____

R Wayne Beatty
R. WAYNE BEATTY

Notary Public

(NOTARY SIGNATURE, SEAL & STAMP)

The undersigned hereby confirm that this schedule is correct.

Sequa Financial Corp.
Seller, Secured Party or Lessor

By _____ Title

Phelps Brothers Land Clearing, Inc.
R Wayne Beatty President
Purchaser, Debtor or Lessee

By _____ Title

BOOK 549 PAGE 63

SCHEDULE 'A'

This schedule is attached to and shall become part of the (Conditional Sales Contract) (Security Agreement) (Promissory Note(s)) (Lease) (U.C.C.) dated November 14, , 1989 between the undersigned.

ACKNOWLEDGMENT

STATE OF MARYLAND COUNTY OF A.A. SS:

I, Susan D. McKee a Notary Public duly qualified in and for said County and State do hereby certify in said County, before me personally appeared R. WAYNE BEATTY to me personally known

(FOR INDIVIDUAL)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument bearing the date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered [redacted] and voluntary act and deed for the uses, purposes and condideration therein mentioned and contained.

(For Partnership)
and known as and to be a member of the partnership of _____
and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument bearing the date as therein indicated, and produced and delivered same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument in his own proper handwriting and well known to me to be and who acknowledged himself to be the PRESIDENT of PHELPS BROTHERS LAND CLEARING INC., CO-DEBTOR who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument, and being duly authorized so to do, executed said foregoing instrument; that he was duly authorized to excute said instrument for and in the name of said corporation and to make this acknowledgment; that he knows the contents of said instrument; that he resides at 3178 Arundel on The Bay Rd. ; that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said R. WAYNE BEATTY acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal) Susan D. McKee SUSAN D. McKEE NOTARY PUBLIC STATE OF MARYLAI My Commission Expires July 1, 1990 (Notary Public)

(NOTARY SIGNATURE, SEAL & STAMP)

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

The undersigned hereby confirm that this schedule is correct.

Sequa Financial Corp.
Seller, Secured Party or Lessor
By D Colwell VP
Title

Phelps Brothers Land Clearing, Inc.
R. Wayne Beaty President
Purchaser, Debtor or Lessee
By _____
Title

BOOK 549 PAGE 64

SCHEDULE 'A'

This schedule is attached to and shall become part of the (Conditional Sales Contract) (Security Agreement) (Promissory Note(s)) (Lease) (U.C.C.) dated NOVEMBER 14, , 19 89 **between the undersigned.**

EQUIPMENT DESCRIPTION

(1) One Used 966E Caterpillar Loader with fully enclosed ROPS ; 5 yd. general purpose bucket; Michelin Tires and S/N: 94X6888
(1) One New Fleco Rake

(2) Two Used Caterpillar 977L Traxcavators each with a Fleco Clamp Rake

S/N: 11K8162 S/N: 11K8124

REPAYMENT SCHEDULE

(36) Thirty-Six consecutive equal monthly installments each in the amount of $5,648.00 including principal and interest commencing on _____ and continuing on the same date of each successive month thereafter until the Note is paid in full.

The security interest created by this security agreement insofar as it relates to the above described property is a Purchase Money Security interest with the proceeds hereof being used by Purchaser to acquire the above described property.

The undersigned hereby confirm that this schedule is correct.

Sequa Financial Corp.
Seller, Secured Party or Lessor

By J Colwell VP
Title

B & C LAND CLEARING COMPANY, INC. CO-DEBTOR
K Wayne Beets PRESIDENT

PHELPS BROTHERS LAND CLEARING, INC., CO-DEBTOR
Purchaser, Debtor or Lessee

By K Wayne Beets PRESIDENT
Title

SBQ-11

BOOK 549 PAGE 65

RELEASE OF COLLATERAL

DEBTOR : All Star Personnel Services, Inc.
2661 Riva Road, Suite 220
Annapolis, Maryland 21401

SECURED PARTY : Sovran Bank/D.C. National
1801 K Street, N.W.
Washington, D.C. 20006

COLLATERAL BEING RELEASED : The following items of property used in the Debtor's business of providing temporary and permanent placement of office and clerical personnel and light industrial workers in offices located at 1 North Charles Street, Suite 1203, Baltimore, Maryland 21201, 2661 Riva Road, Suite 220, Annapolis, Maryland 21401, and 120 Second Street, Laurel, Maryland 20707:

All contract rights, general intangibles, books of account, ledger cards and records, furniture, fixtures, tools and equipment, computer programs and systems owned or operated in connection therewith.

C192951

DJ

FILE NUMBER : 276925

RECORD REFERENCE : Liber 540 Folio 40

RECORD FEE 10.00
POSTAGE .50
#526210 C777 R03 T09:56
12/07/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

DATE OF FILING OF FINANCING STATEMENT : 4/13/89

FOR RECORDING WITH : Clerk, Circuit Court For Anne Arundel County, Maryland

Sovran Bank/D.C. National

By: Cheryl Bailey
Cheryl Bailey

10.50

279327

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

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):
Gnau Construction Company
P.O. Box 3844
Crofton, MD 21114
M-33543A

(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):

RECORD FEE 11.00
POSTAGE .50
#526270 C777 R03 T10:00
12/07/89

For Filing Officer CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

One (1) New Caterpillar Model #963LGP Track Loader S/N 21Z02051

☒ Products of the Collateral Are Also Covered.

NOT SUBJECT TO RECORDATION TAX

(6) Signatures: Debtor(s)

Gnau Construction Company

(By) Allan Gnau-President

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

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

(1) Filing Officer Copy - Numerical

1/50

UCC-1

BOOK 549 PAGE 67

279328

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

No. of Additional Sheets Presented:

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

Gnau Construction Company
P.O. Box 3844
Crofton, MD 21114
M-33968A

(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

GK RECORD FEE 11.00
POSTAGE .50
#526280 C777 R03 T10:00
12/07/85

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

One (1) New Caterpillar Model #936E Wheel Loader S/N 33Z03578

NOT SUBJECT TO RECORDATION TAX

☒ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Gnau Construction Company

(By) Allan Gnau-President

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

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

11.50

UCC-1

BOOK 549 PAGE 68

278329

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No._____

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

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

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

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

1. DEBTOR

Name VOYAGERS ENTERPRISE, INC. ~~T/A KING AMUSEMENT~~

Address 65 SUMMERHILL ROAD, CROWNSVILLE, MARYLAND 21980

2. SECURED PARTY

Name STATE SALES & SERVICE CORPORATION

Address 3431-A BENSON AVENUE, BALTIMORE, MARYLAND 21227

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

3. Maturity date of obligation (if any)_____

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

RECORD FEE 11.00
POSTAGE .50
#526290 C777 R03 T10:01
12/07/8?
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

SEE SCHEDULE A

Assignee of Secured Party
The Finance Company o f America Limited Partnership
Munsey Building
Baltimore, Md. 21202

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

VOYAGERS ENTERPRISE, INC. ~~T/A KING AMUSEMENT~~
(Corporate or Trade Name)

Richard Dennis King
(Signature of Debtor)

RICHARD DENNIS KING, PRESIDENT
Type or Print Signature

(Signature of Debtor)

STATE SALES & SERVICE CORPORATION

(Signature of Secured Party)
Stephen Koenigsberg

BOOK 549 PAGE 69 Page___ of___

SCHEDULE 'A'

This schedule is to be attached to and become part of Conditional Sale Contract, Chattel Mortgage or Lease dated
(Strike out inapplicable references)

_____, 19____, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.	
2	FOOSBALL	DYNAMO	35039,35054	$ 1,790.00
1	GALAGA (USED)		11010	450.00
2	ACTION CLAW CRANE-LPLYR.	BELGIAN	1671,2127	4,815.00
1	BILL ACCEPTOR (VIDEO)	ARDAC	0490-0550	815.00
1	BOWL	CAPCOM	196	1,595.00
1	SUPER OFF ROAD/3 PLYR.	LELAND	25763	3,995.00
3	LASERSTAR CD-100 PHONOGRAPHS	ROWE	4269,4270	13,485.00
3	ARCH RIVAL KIT	BALLY/WILLIAMS	255639, 258195,257527	4,479.95
3	BOWLING KIT	CAPCOM	158526,0126334	3,534.00
1	BOWLING KIT C/T	CAPCOM	159791	1,223.00
1	UNIVERSAL C/T	DYNAMO	322	995.00
1	LO-PRO GENERIC CABINET	JALECO	2327	995.00
1	BIGCHOICE 1 CRANE	BETSON	2259	1,395.00
1	D550 SPEAKERS	AMER. ACCOUSTIC	3001	315.00
4	POOL TABLE 7'	VALLEY	M-28041, M-28021, M-26196, M-30483	6,795.00
1	HOOP SHOT W/TIME FEATURE	DOYLE ASSOC.	30331	2,855.00
2	TOP DAWG SHUFFLE	WILLIAMS	200806,200840	5,790.00
2	MONDAY NIGHT FOOTBALL P/B	DATA EAST	17103,17741	5,390.00
1	SLAP SHOT	DATA EAST	299150	2,595.00
1	COCKTAIL TABLE	DYNAMO		995.00
1	PINBOT P/B			1,295.00
3	SINGLE PRICE	MARS	906-03341, 906-11786, 905-05139	780.00
2	400-COUNT BILL ACCEPTOR	MARS	23910754045, 23910754065	830.00
1	COMPACT B/A 400 CAP.	ROWE	30514	400.00
3	850 SMOKESHOP, DIS, MATCH, COUNTER	APC	C-176843, C-176847, C-176544	4,893.00
1	BIG CHOICE CRANE (USED)	BETSON	D002488	1,395.00
				$ 73,894.95
				3,072.22
				$ 76,967.17

This schedule is hereby verified correct and undersigned Buyer, Mortgagor or Lessee acknowledges receipt of a copy.
(Strike out inapplicable references)

Seller, Mortgagee or Lessor
(Strike out inapplicable references)

STATE SALES & SERVICE CORPORATION (L. S.)
(Signature if individual; typed name if other than individual)

By _____ (L. S.)
(Signature & title if not individual)

14-114 9/69

Buyer, Mortgagor or Lessee
(Strike out inapplicable references)

VOYAGERS ENTERPRISES, INC. T/A KING AMUSEMENT (L. S.)
(Signature if individual; typed name if other than individual)

By /Richard D. Dennis/ (L. S.)
(Signature & title if not individual)

RICHARD DENNIS KING, PRESIDENT

STATE OF MARYLAND

BOOK 549 PAGE 70

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279330

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

If transaction or transactions wholly or partially subject to 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 Brady's Excavating, Inc.

Address 314 Salisbury Road, Edgewater, MD 21037

RECORD FEE 11.00
POSTAGE CK .50
#523330 C777 R03 T10:03
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name State Equipment, Division of SECORP NATIONAL INC.

Address 1400 Joh Avenue, Baltimore, MD 21227

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

3. Maturity date of obligation (if any) _____

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

One (1) New Dresser Model TD15E Dozer,
Serial Number 8341

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

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

[redacted] Mae Brady
(Signature of Debtor)

MAE BRADY VP
Type or Print Above Name on Above Line

(Signature of Debtor)

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

STATE OF MARYLAND

279310

BOOK 549 PAGE 71

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 27832-1

RECORDED IN LIBER 545 **FOLIO** 92 **ON** 8-21-89 **(DATE)**

1. DEBTOR

Name Russell Brady

Address 314 Salisbury Road, Edgewater, MD 21037

2. SECURED PARTY

Name State Equipment, Div. of Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, Maryland 21227

RECORD FEE 10.00
POSTAGE .50

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

#526340 C777 ROJ T10:03
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BL CLERK

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

ONE (1) Dresser Model TD 12LGP Crawler Dozer SN 743

Dated November 28, 1989

State Equipment, Div. of
Secorp National, Inc.
Joan M. Pressimone
(Signature of Secured Party)

Joan M. Pressimone, Br. Sec.
Type or Print Above Name on Above Line

10.5

BOOK 549 PAGE 72

279331

TO BE RECORDED IN THE CHATTEL RECORDS OF THE LOCAL JURISDICTION AND AMONG THE FINANCING STATEMENT RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

NOT SUBJECT TO RECORDING TAX, SECTION 12-108(K)(4) TAX PROPERTY ARTICLE

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

RECORD FEE 11.00
POSTAGE .50
#526350 C777 R03 T10:04 12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1. DEBTOR: VSI Technologies, Inc.
5633 Belle Grove Road
P.O. Box 2878
Baltimore, Maryland 21225

2. SECURED PARTY: VSI Environmental Services of New York, Inc.
203 84th Street
Niagara Falls, New York 14304

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

All of Debtor's accounts receivable now owned or hereafter acquired (subject to Bank Agreement of even date herewith).

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

DEBTOR:

VSI Technologies, Inc.,
A Maryland Corporation

By: J. P. Lages, IV (SEAL)
Francis P. Lages, 3rd
President

Date: November 20, 1989

TO THE FILING OFFICER: After this Financing Statement has been recorded, please mail same to: James E. Baker, Jr., Esquire, Smith, Somerville & Case, Fifth Floor, 100 Light Street, Baltimore, Maryland 21202.

vsi.300/139

10.50

BOOK 549 PAGE 73

279333

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

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

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

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

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

1. **DEBTOR**

Name William Alan Boehm

Address 1523 St. Stephens Curch Rd. - Crownsville, Md. 27032

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.

Gloria Rivers-First Nat'l. Bank of Md.-14700 Main St.-Upper Marlboro, Md. 20772

3. **Maturity date of obligation (if any)**_____

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

(1) Used 1979 I.H. Dresser - Model TD8E Tractor
Serial #7546

THIS IS A RETAIL SALES INSTALLMENT CONTRACT

RECORD FEE 11.00
POSTAGE .50
#526380 C777 R03 T10:05
12/07/89
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)**

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

☐ **(Proceeds of collateral are also covered)**

☐ **(Products of collateral are also covered)**

William Alan Boehm
(Signature of Debtor)

William Alan Boehm
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Anthony Wells (President)
(Signature of Secured Party)

Suit & Wells Equipment Co., Inc.
Type or Print Above Signature on Above Line

Anthony Wells, President

11.50

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

STATE OF MARYLAND 549 PAGE 74 279334

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15575

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ ~~1223.33~~ 1332.35

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

This financing statement Dated 11/28/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GLORIA A. POLK

Address 7015-C CHRISTIAN LOOP FT. MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P. O. BOX 997

GLEN BURNIE, MD. 21061

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

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50

Name and address of Assignee #526390 C777 R03 T10:06 12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

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

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Gloria Polk
(Signature of Debtor)

GLORIA A. POLK
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.
Type or Print Above Signature on Above Line

11.50
1.00
1.00

STATE OF MARYLAND

BOOK 549 PAGE 75

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15497

279335

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 1744.98

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

This financing statement Dated 11-06-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DALLAS D. & KATHERINE L. HUNT

Address 2909-E 2nd ARMY DR. FT. MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P. O. BOX 997

GLEN BURNIE, MD. 20161

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

RECORD FEE 12.00

RECORD TAX 14.00

POSTAGE OK .50

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

#526400 C777 R03 T10:06

12/07/89

H. EARLE 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)

Dallas D Hunt Jr.
(Signature of Debtor)

DALLAS D. HUNT
Type or Print Above Name on Above Line

Katherine L. Hunt
(Signature of Debtor)

KATHERINE L. HUNT
Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.
Type or Print Above Signature on Above Line

12.14.8

STATE OF MARYLAND

279336 BOOK 549 PAGE 76

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15496

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 1923.88

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

This financing statement Dated 11-03-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CORA SMALLS

Address 2933-d OLIVE CT FT MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P. O. BOX 997

GLEN BUARNIE, MD. 21061

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#526410 C771 R03 T10:07
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

"CERTAIN HOSUEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Cora L. Smalls
(Signature of Debtor)

CORA SMALLS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.
Type or Print Above Signature on Above Line

BOOK 549 PAGE 77

TO BE FILED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

A recordation tax in the amount of $77.00 was paid to the Circuit Court for Anne Arundel County (Land Records) on December 4 , 1989

TO BE RECORDED IN THE LAND RECORDS

FINANCING STATEMENT

File No. 279337

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

1. DEBTOR(S) (OR ASSIGNOR) and Address(es):	2. a. SECURED PARTY (OR ASSIGNEE) and Address
Salvatore Caltafamo 200 Berrymans Lane Reisterstown, Md. 21136 Jerry Smith 213 Chancery Road Baltimore, Maryland 21218 Ester Unger 321 Cherry Chapel Road Reisterstown, Md. 21136 t/a Sammy's Pizza, Inc. 3436 Annapolis Road Baltimore, Maryland 21227	Patapsco Village Associates, Limited Partnership 115 Sudbrook Lane - Suite 200 Baltimore, Maryland 212 08-4199
	2. b. ASSIGNEE OF SECURED PARTY (if any) and address

3. This Financing Statement covers the following types (or items) of property: Inventory, machinery, equipment, furniture and fixtures, now owned or hereafter acquired and attachments and accessories.

4. Proceeds and products of collateral are covered hereunder.

5. The above goods are to become fixtures on: (Describe real estate)
3436 Annapolis Road, Baltimore, Maryland 21227

6. The name of a record owner of the real estate is:
Patapsco Village Associates, Limited Partnership

7. Anne Arundel County only: Tax Account Number _____

8. Baltimore City only: Block Reference 7-25-5-7470M-1A

RECORD FEE 14.00
#526460 CTTT R03 T10:09
CK 12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

9. This transaction X(is) (is not) exempt from the Recordation Tax. (Md.)
The principal amount of the debt initially incurred is: $ 10,900.00

10. Number of additional sheets, if any, attached hereto: _____

11. RETURN TO: Thomas J. Doud, Jr., Esquire
Gordon, Feinblatt, Rothman,
Hoffberger & Hollander
233 E. Redwood Street, Balto., Md. 21202

DEBTOR:

SALVATORE CALTAFAMO

JERRY SMITH

By Salvatore Caltafamo
Salvatore Caltafamo

By Jerry Smith
Jerry Smith
(Type Name Of Person Signing)

ESTER UNGER

BY Ester Unger
Ester Unger

December , 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.
Original filed with the State Department of Assessments and Taxation on 11/21/89

279338 549 PAGE 78

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):
Willow Leasing Corporation
325 Roesler Rd.
Glen Burnie, MD 21061

2. Secured Party(ies) Name(s) and Address(es)
Willow Enterprises, Inc.
325 Roesler Rd.
Glen Burnie, MD 21061

4. For Filing Officer Date, Time, No. Filing Office
RECORD FEE 11.00
#526470 C777 R03 T10:09
12/07/8
AA CO. CIRCUIT COURT

5. This Financing Statement covers the following types (or items) of property:
5 - Sega Thunderblades 270815 270822 270841 270855 270861
5 - Taito Superman 2226 2231 2245 2266 2271
4 - Kramer 4 Player B'Ball 1765 1778 1788 1791
(NOT SUBJECT TO RECORDATION TAX)
(Conditional Sales Contract)
☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)
CPC Services, Inc. ATTN: ERLE SCHAFER
660 White Plains Rd.
Tarrytown, N.Y. 10591

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

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

9. Name of a Record Owner

No & Street | Town or City | County | Section | Block | Lot

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

Willow Leasing Corporation
By _____
Signature(s) of Debtor(s)

Willow Enterprises, Inc.
By _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82) **STANDARD FORM - FORM UCC-1** — Approved by Secretary of State of New York

Clerk, Circuit Court for Anne Arundel County, Maryland

10.50

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

BOOK 549 PAGE 79

279311

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 269875 recorded in Liber 518, Folio 167 on September 25, 1987 (date).

1SAC SWG JMG

1. DEBTOR(S):

Name(s): Baltimore Clay Product Co., Inc.

Address(es): 1739 Nursery Road

Linthicum Heights, Maryland 21090

2. SECURED PARTY:

Name: Equitable Bank, National Association

Address: 100 S. Charles STreet

Baltimore, Maryland

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#526180 CT77 R03 T09:55
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

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

3. [ ] CONTINUATION. The original Financing Statement referred to above is still effective.

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

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

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

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

8. The Debtor's name is to be amended as follows:

Structural Steel Fabricators, a division of Baltimore Clay Product Co., Inc.

9. **DEBTOR**: Structural Steel Fabricators, a division of Baltimore Clay Product Co., Inc.

by: James M. Gilliece, President

by: Steve W. Gilliece, Vice President

SECURED PARTY:

EQUITABLE BANK, National Association

By Taylor Spencer, Corporate Banking Officer

(Type Name and Title)

188

Form 24-11 (8-81)

Anne Arundel County

BOOK 549 PAGE 80

10.50

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

279312

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 269875 recorded in Liber 518, Folio 167 on September 25, 1987 (date).

1. DEBTOR(S):

Name(s): Baltimore Clay Product Co., Inc.

Address(es): 1739 Nursery Road

Linthicum Heights, Maryland 21090

2. SECURED PARTY:

Name: GiGi Partnership

Address: 13111 Linden Church Road

Clarksville, Maryland 21029

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

Equitable Bank, NA
100 South Charles Street
Baltimore, Maryland 21201
ATTENTION: COMMERCIAL NOTE DEPARTMENT 050603

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#526190 C77T R03 T09:56 12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

3. [ ] CONTINUATION. The original Financing Statement referred to above is still effective.

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

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

6. [X] 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.

Section 4 of the original Financing Statement is hereby amended to include all of the equipment listed in such Section 4 as well as all the equipment listed on the Schedule A attached hereto

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX. This filing is made to give notice of Lessor's ownership in the leased property, it is not intended as a Security Interest.

9. DEBTOR: Baltimore Clay Product Co., Inc

By: James M. Gilliece, Jr., President

SECURED PARTY:

GiGi Partnership

By Steve W. Gilliece, General Partner

By: James M. Gilliece, Jr, General Partner

10.50

Form 24 (11/83)

BOOK 549 PAGE 81

SCHEDULE A

This Schedule A is attached to and made a part of an amendment to financing statement by and between Baltimore Clay Product Co., Inc. as Debtor and GiGi Partnership as Secured Party

Section 8 continued:

	Item Description	Serial Number
(1)	Unisys model 82501, 25MHZ w/ Unisys 800/25 8MB board populated to 4MB	377860150
(1)	Stallion 16 Port Controller	6808/2693
(1)	Micropolis 382MB ESDI Drive	9061750215
(1)	Amdek 210-A Amber Monitor w/ Amdek Hercules Controller	94666694
(1)	Archive 150MB Int. tape backup w/ VP402 Tape Drive Host Adapter	AA037776
(1)	Multitech external 2400 Baud Modem	1089658
(1)	SCO Xenix level 2.3 GT w/ manuals	
(5)	Link Terminals Model MC-5 w/ wiring and connectors	
(1)	American Power 1200 Watt UPS System, Model 1200VA	
(2)	Fujitsu Model 5600 Printers	034892 034986

BOOK 549 PAGE 82

STATE OF MARYLAND

279340

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 Dixon's Machine Shop, Inc.

Address 4701 Belle Grove Rd., Baltimore, MD. 21225

2. SECURED PARTY

Name Peterson Machine Tool, Inc.

Address 5425 Antioch Drive, Shawnee Mission, KS. 66202

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

3. Maturity date of obligation (if any) _____

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

PG 1400 Platen Grinder S/N 40358.

NOT SUBJECT TO RECORDATION TAX.

RECORD FEE 1.10
RECORD FEE 9.90
CK
POSTAGE .50

CHECK ☒ THE LINES WHICH APPLY

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

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

H. DALE CROUTER
AA CO. CIRCUIT COURT

ASSIGNED SECURED PARTY:
G. E. Capital
Corporate Centre One
55 Federal Rd.
Danbury, CT. 06810

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X Norman E. Dixon Pres
(Signature of Debtor)
Dixon's Machine Shop, Inc.
Type or Print Above Name on Above Line

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

Royane Polley
(Signature of Secured Party)
Peterson Machine Tool, Inc.
Type or Print Above Signature on Above Line

158

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

BOOK 549 PAGE 83

273341

FINANCING STATEMENT

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

5. Debtor(s) Name(s): Address(es):

Hans Christian Yachts, Inc. 7078 Bembe Beach Road
Annapolis, Maryland 21403

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. _____

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit

Attention: Lisa Edwards P. O. Box 871
Annapolis, Md. 21404

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

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

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

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

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

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

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

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

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

38 Foot Traditional Hull #135.

RECORD FEE 11.00
POSTAGE CK .50
[illegible] CTT R03 T10:43
12/07/89
A. ERLE SCHAFER
CIRCUIT COURT

Debtor: Hans Christian Yachts, Inc.

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

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

Secured Party: Maryland National Bank

By: _____ (Seal)
Mary Paul Hermance
Commercial Banking Officer
Type name and title

MARYLAND NATIONAL BANK

207-95 REV. 7/88

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

1150

BOOK 549 PAGE 84

279342

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 General Elevator Company, Incorporated

Address 601 Nursery Rd., Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

RECORD FEE CK 11.00
POSTAGE .50
#526970 C777 R03 T10:51
12/07/89
H. ERLE SCHAFER
AA 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)

See Exhibit "A" 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)

MIS Director
(Signature of Debtor)

David A Quaranta MIS Director
Type or Print Above Signature on Above Line

Thomas E Myers Treasurer
(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers
Type or Print Above Name on Above Line

11.00

EXHIBIT A

BOOK 549 PAGE 85

DESCRIPTION OF EQUIPMENT

Two (2) 011006 *(3)MOD 30 286,1MB,1.44DD,51 S/N(s): 7516257, 7509703
Two (2) 030844 COLOR DISPLAY 12IN (8513) S/N(s): 23ALG05, 23ALH13
One (1) 051675 PLUS 40MB HARDCARD S/N(s): 906CJ11513
One (1) 07MD361806 LANCARD/A S/N(s): 8870997
One (1) STDPRS/36 STANDARD PAYROLL PACKAGE
One (1) STDPES/36 STANDARD PERSONNEL PACKAGE
One (1) STDTES/36 STANDARD TIME ENTRY PACKAGE

General Elevator Company, Incorporated
Type Full Legal Company Name

Signature

David A. Quarata
Print Name

MIS Director
Title

November 29, 1989
Date

Signature

Print Name

Title

November 29, 1989
Date

BOOK 549 PAGE 86

FINANCING STATEMENT

279343

Not Subject to Recordation Tax

Name of Debtor	**Mailing Address**
William D. Sheets Rhonda K. Sheets	490 Patuxent Road #64 Odenton, Maryland 21113

SECURED PARTY

John Hanson Savings Bank FSB	**809 Gleneagles Court, Suite 201 Towson, Maryland 21204**

1. **This Financing Statement covers the following types (or items) of property (the collateral).**
   1987 USED, Holly Park Homes, "Holly Custom Residential" Mobile Home
   70 X 14, Serial # 01-HCR-17338

2. **Proceeds and products of the collateral are also specifically covered.**

3. **Mr. Clerk: Mail instrument to secured party named above at the address stated.**

RECORD FEE 12.00
POSTAGE .50
#526960 CTFT R03 T10:50
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor

x William D. Sheets
x Rhonda K. Sheets

Secured Party

JOHN HANSON SAVINGS BANK FSB

By Kathryn L. Ruby

NOTE: **This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and** Chesapeake Mobile Homes of Laurel, Inc. **, which has been assigned to John Hanson Savings Bank FSB.**

12.50

BOOK 549 PAGE 87

279344

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 $ 30,000.00 . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County .

5. Debtor(s) Name(s): Commercial Window Installation, Inc.

Address(es): 539 Pembrooke Court
Millersville, Maryland 21108

6. Secured Party: Maryland National Bank

Address: Department: AARU
Post Office Box 987, Mailstop 500-270
Baltimore, Maryland 21203

Attention: Lynn Amos

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

RECORD FEE 11.00
RECORD TAX CK 210.00
POSTAGE .50
#526880 C7TT R03 T10:45
12/07/89
H. ERLE SCHAFER
ANN'D. CIRCUIT COURT

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, contractural 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: Commercial Window Installation, Inc.

By: X Kathleen O'Roark (Seal)
Type name and title, if any
Kathleen O'Roark, Pres.

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

Secured Party: Maryland National Bank

By: Constance F. Kallay (Seal)
Constance F. Kallay
Assistant Vice President
Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Attn: AARU
1715 West Street
Annapolis, Maryland 21403

1K
210.

BOOK 549 PAGE 88

279313

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. 275611 recorded in Liber 535, Folio 255 on 12-6-88 (Date) at Financing Records of Anne Arundel County. (Location)

1. DEBTOR(S): MAP Automotive, Inc. t/a Martin Auto Parts

ADDRESS(ES): SEE ATTACHED SCHEDULE A FOR ADDRESSES

BL CLERK

RECORD FEE 10.00

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: LDRU/BARBARA LEWIS

ADDRESS: MAILSTOP: 02-28-01; Post Office Box 987, Baltimore, Maryland 21203

POSTAGE .50
#32970 CTT ROT 11:46
H. ERLE SCHAEFER/89
AA CO. CIRCUIT COURT

Person and Address to whom Statement is to be returned (if different from above):

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

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

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

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

6. ☒ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a. ☒ Not subject to Recordation Tax.

b. ☐ Subject to Recordation Tax on an initial debt in the principal amount of $ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

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

8. DEBTOR NAME CORRECTION: Correct Debtor name should be MAP Automotive Warehouse, Inc. t/a Martin Auto Parts

DEBTOR ADDRESS CHANGE: Delete 4713 Gwynn Oak Avenue Balto., MD 21207
Add 2100 Huntingdon Avenue Balto., MD 21218

MAP Automotive Warehouse, Inc.
DEBTOR(S): t/a Martin Auto Parts
(Signature necessary only if Item 8 is applicable)

BY: X _____ (SEAL)
Robert Ginsburg - President

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY _____ (SEAL)
Margaret M. Carmody -

(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

158
2681302/9001 146055

RETURN TO:
MARYLAND NATIONAL BANK
ATTN: LEGAL DOCUMENTATION
REVIEW UNIT
P.O. BOX 17372
BALTIMORE, MARYLAND 21203

SCHEDULE A

BOOK 549 PAGE 89

COLLATERAL LOCATIONS:

(1) 804 - 828 N. Franklintown Road
Baltimore, Maryland 21216 (BALTIMORE CITY)

(2) 1931 - 1945 Frederick Avenue
Baltimore, Maryland 21223 (BALTIMORE CITY)

(3) 7080 - 7082 Furnace Branch Road
Glen Burnie, Maryland 21223 (ANNE ARUNDEL COUNTY)

(4) 4001 Seven Mile Lane
Pikesville, Maryland 21208 (BALTIMORE COUNTY)

(5) ~~4713 Gwynn Oak Avenue~~ 2100 HUNTINGDON AVE
Baltimore, Maryland ~~21207~~ 21218 (BALTIMORE CITY)

MAP Automotive Warehouse, Inc. t/a Martin Auto Parts

By: X _____ (SEAL)
Robert Ginsburg - President

BOOK 349 PAGE 90

279345

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 $ 28,911.45. 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): Wolford's Well & Pump Service, Inc.

Address(es): 4427 Mountain Road
Pasadena, Maryland 21122

6. Secured Party: Maryland National Bank

Address: Department: AARU
Post Office Box 987, Mailstop 500-270
Baltimore, Maryland 21203

Attention: Lynn Amos

(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, contractural 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
RECORD TAX 203.00
POSTAGE .50
CK
#053350 0077 R03 T10:44
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor: Wolford's Well & Pump Service, Inc.

By: Denton Wolford Pres. (Seal)
Type name and title, if any
Denton Wolford President

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

Secured Party: Maryland National Bank

By: Deborah N. Wicker (Seal)

Deborah N. Wicker, Business Banking Officer
Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

11 203.50

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

BOOK 549 PAGE 91

SCHEDULE A

This is the Schedule A to:

☐ a deed of trust

☐ an indemnity deed of trust

☐ a security agreement

☒ a financing statement

☐ _____

dated November 3, 1989, 19___, and executed by _____

Wolford's Well & Pump Service

_____

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

Property Description (continued):

1 Ditch Witch Trencher Model #4010, Serial Number 6F1014
1 Fully hydraulic backfill blade trenching attachment Model #A411, Serial No. 2F1682
1 Heavy duty frost chain backhoe Model #A321, Serical Number 1F0682

GRANTOR/DEBTOR

By: _____ (SEAL)

Name: Denton Wolford, President

Title: _____

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.

207-104 REV 6/86

BOOK 549 PAGE 92

279346

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____

2. ☒ To Be Recorded among the Financing Records at Anne Arundel County

3. ☒ Not subject to Recordation Tax.

4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of $ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s): Address(es):

Hans Christian Yachts, Inc. 7078 Bembe Beach Road
Annapolis, Maryland 21403

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. _____.

6. Secured Party: Maryland National Bank Address: Department Collateral Unit

Attention: Lisa Edwards P. O. Box 871

Annapolis, Md. 21404

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

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

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

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

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

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

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

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

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

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

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

RECORD FEE 11.00
POSTAGE CK .50
#526840 E7T7 R03 T10:44
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

48 FOOT Traditionals Sailboat Hull #16.

Debtor: Hans Christian Yachts, Inc.

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

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

Secured Party: Maryland National Bank

By: _____ (Seal)
Mary Paul Hermance
Commercial Banking Officer
Type name and title

MARYLAND NATIONAL BANK

207-95 REV. 7/88

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

11:50

A.A. County

BOOK 549 PAGE 93

AMENDMENT OF FINANCING STATEMENT

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

1. DEBTOR and Address (Last Name First)	2. SECURED PARTY and Address
JRC Construction Co., Inc. 6025 Ritchie Highway Baltimore, MD 21225	Signet Bank/MD P.O. Box 1077 Baltimore, MD 21203
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	**4. RETURN TO:** n/k/a Signet Bank UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 274276 Date 08-23, 19 88

Record Reference Book 531 Page 221

6. Item No. 5 **of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:**

An additional $28,000.00 is being extended.
See attached calculation.

RECORD FEE 10.00
RECORD TAX 91.00
POSTAGE .50
#526990 CTT7 R03 T10:52
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BL CLERK

Dated this 22 nd **day of** November, **19** 89

DEBTOR:
JRC Construction Co., Inc.
By: Patricia Teller
Patricia Teller, Secretary Treasurer (Title)

SECURED PARTY:
Signet Bank/MD
By: James R. Carter II
James R. Carter II, Asst. Mgr (Title)

UCC-3

RECEIVED
NOV 2 8 1989

10
91-
-50

BOOK 549 PAGE 94

RECORDATION TAX CALCULATION

To Anne Arundel County Court House

The recordation tax for the attached Financing Statements has been calculated based on the following formula:

Equipment and Other Non-Exempt Property / Total Value of All Collateral	x	Total Amount of Debt	=	Amount Not Exempt from Tax
$ 61,000.00 / $ 132,000	x	$ 28,000.00	=	$ 12,880

Debtor's Signature: _____

Dated: November 22, 1989

Butler Leasing Company

FINANCING STATEMENT (FORM UCC-1)

LIBER 549 PAGE 95

Subject to Recording Tax on 36000.00

Paid to Anne Arundel County

279347

OBLIGOR/DEBTOR: Pierre Construction Company, Inc.

249 Shakespeare Court
Severan Park, MD 21146

RECORD FEE 11.00
RECORD TAX 252.00
POSTAGE .50
#527170 C777 R03 T11:00
12/07/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT
CK

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

ASSIGNEE OF LESSOR:

THE BANK OF GLEN BURNIE
P. O. Box 70
Glen Burnie, Maryland 21061

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

1) Lull Forklift Model 844 w/Truss Boom and Framers Carriage s/nJD01561LN

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: same as above

OBLIGOR/DEBTOR
Pierre Construction Company, Inc.

BY: James P Pierre Pres

James P Pierre President

PRINT NAME & TITLE:

SECURED PARTY
BUTLER LEASING COMPANY

BY: Grace M Cubbage

Grace M Cubbage, Vendor Service Man

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609
(301)720-6600 (202)621-8360

11
252.50

D-05-03 REV 04/89 : C14640 : 11/28/89 : L20168

AA

Airdate
Amount
12.50

BOOK 549 PAGE 96

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C) 279348

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

1. LESSEE Complete Automotive Repairs, Inc. T/A Tires Plus
(Name or Names)
4159 Mountain Road, Pasadena, MD 21122
(Address)

LESSEE NFSL 3672
(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 & Loan Association
(Name or Names)
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

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

One - Sun II Multi-fuel Furnace, Complete

RECORD FEE 12.00
POSTAGE .50
#527100 C777 R03 T11:00
CK 12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

LESSEE
Complete Automotive Repairs, Inc.
T/A Tires Plus

By: John D. Baxter President
JOHN D. BAXTER (Title)
(Type or print name of person signing)

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

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Gordon T. Hill President
Gordon T. Hill (Title)
(Type or print name of person signing)

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

12.50

STATE OF MARYLAND BOOK 549 PAGE 97

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279349

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

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

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

This financing statement Dated 10/30/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DR.JOSEPH SHEVENELL

Address 101 RIDGELY AVE. ANNAPOLIS, MD 21401

2. SECURED PARTY

Name HEALTHCO INTERNATIONAL

Address 11412 CRONRIDGE DRIVE OWINGS MILLS, MD 21117

RECORD FEE 11.00
POSTAGE .50
#527210 C777 R03 T11:03

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

CK 12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

SEE ATTACHED FORM SCHEDULE A

CONDITIONAL SALES CONTRACT
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)

X Joseph I Shevenell
(Signature of Debtor)

JOSEPH SHEVENELL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Brenda Fink
(Signature of Secured Party)

BRENDA FINK
Type or Print Above Signature on Above Line

11.50

BOOK 549 PAGE 98

Form A

Page ______ of ___

Schedule to Equipment

Quantity	Mfg.	Item Description	Cost
4	KAVO	MULTIFLEX FO/LS INTRAFLEX LUX KIT #1 INCLUDES 4 VICON LS ILLUMINATOR 4 MULTIFLEX FO TUBING 4 MULTIFLEX FO HP W/AUTOCHUCK 4 2307 L INTRAFLEX LUX MOTOR 4 68 LD INTRAFLEX LUX HEAD	
4	KAVO	62LD 10:1 REDUCING HEAD FOR LATCH INSTRUMENT	
4	KAVO	31LR INTRAFLEX LUX REDUCTION PROPHY HEAD	
4	KAVO	80LD 1:1 FG HEAD W/AUTOCHUCK	
4	KAVO	MULTIFLEX FO TUBING	
1	KAVO	KAVOCLAVE STERILIZER	

Total ______

X ______________________

JOSEPH SHEVENELL

STATE OF MARYLAND BOOK 549 PAGE 99

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279350

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

If transaction or transactions wholly or partially subject to 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 Maryland Masonry Management, T/A The Baltimore Contractors

Address 501 Stewart Ave., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Valley Supply & Equipment Company, Inc.

Address P. O. Box 420, Funkstown, Maryland 21734

Attn: Howard J. Klein, President

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

3. Maturity date of obligation (if any) _____

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

(1) Ingersoll-Rand Model RT706E Rough Terrain Forklift, Serial No. 706YC5060MCB

RECORD FEE 12.00
POSTAGE .50
#527220 C777 R03 T11:05
CK 12/07/89
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)

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Ronald B Hook
(Signature of Debtor)

Maryland Masonry Management, T/A The Baltimore Contractors
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Howard J. Klein PRES.
(Signature of Secured Party)

Valley Supply & Equipment Company, Inc.
Type or Print Above Signature on Above Line

12.50

BOOK 549 PAGE 100

279351

Check if applicable ☐ **TO BE RECORDED IN THE LAND RECORDS**

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

Maturity date (if any):

1. Debtor(s) Name (Last Name First)
PYC Yachts

2. Debtor(s) Complete Address(es)
14 Market Space
Annapolis, MD 21401

3. & 4. Secured Party(ies) and Complete Address(es)
General Motors Acceptance Corporation
849 International Drive
Linthicum, MD 21090

5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)

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

Inventory including, but not limited to, new or used boats, boat motors, trailers, parts and accessories including returns and repossessions; Accounts and Assignments of Accounts; Accounts Receivable; Chattel Paper; General Intangibles; and all cash and non-cash proceeds of the foregoing including, but not limited to, insurance proceeds.

RECORD FEE 11.00
POSTAGE .50
#527230 CT 11:0[illegible]
CK 12/07/87
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

8a. (X) Proceeds are also covered. 8b. ( ) Products of collateral are also covered. No. of additional sheets presented ( )

Filed with Circuit Court Clerk of Anne Arundel County County; Other

9. Transaction is ( ), is not (X), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is $_____.

10. This statement to be returned after recordation to Secured Party, shown above or to

Signature(s) of Debtor(s)
PYC Yachts
Peter Tsou
Peter Tsou
FILING OFFICER COPY

Signature(s) of Secured Party(ies) or Assignee(s)
General Motors Acceptance Corporation
J. Brimmer
J. Brimmer, Assistant Secretary

GMAC UCCI Md. 4-74

Type or Print Names Clearly Below Signature.

NOT FOR PUBLICATION

1 of 50

PARTIES

Debtor name (last name first if individual) and mailing address: 549 PAGE 1101

Wills, Vincent B.
34 Patuxent Mobile Estates
Lothian, MD 20711 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:

Tammac Corp
1140 Route 315
Wilkes Barre, PA 18711 2

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

Society For Savings
1290 Silas Deane Hwy.
Wethersfield, Ct. 06109 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):

TAMMAC CORPORATION
Maryellen J. Bobace 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):

279352

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 ANNE ARUNDEL 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:

1990 Palm Harbor 60x14 Serial # PH11-3788

NOT SUBJECT TO RECORDATION FEE

RECORD FEE 1.10
RECORD FEE 9.90
POSTAGE .50
RECEIVED FOR REC 12/07/89 11:10

☐ (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 — H. ERLE SCHAFER
d. ☐ **accounts resulting from the sale of minerals** or the like (including oil and gas) at the wellhead or minehead on — AA CO. CIRCUIT COURT

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 _____

1a _____

1b 11

RETURN RECEIPT TO:

TAMMAC CORPORATION
100 COMMERCE BOULEVARD
WILKES-BARRE, PA 18711

12

STANDARD FORM — FORM UCC-1 (12/88)
Approved by Secretary of Commonwealth of Pennsylvania

11.50

FILING OFFICE ORIGINAL
NOTE—This page will not be returned by the Department of State.

$\frac{\$50,000.00 \text{ Equipment Value}}{\$454,000.00 \text{ Value Total Assets}}$ = .11 x $100,000.00 Loan Value = $11,000.00 Taxable Amount

BOOK 549 PAGE 102 279353

Recordation tax in the amount of $77.00 paid to Anne Arundel Co.

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☒ YES ☐ NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 11-14-1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

A.P.T., Inc.
10901 Pumphouse Road
Annapolis Junction, MD 20701

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

(X) ORIGINAL FINANCING STATEMENT
( ) CONTINUATION ORIGINAL STILL EFFECTIVE
( ) AMENDMENT
( ) ASSIGNMENT
( ) PARTIAL RELEASE OF COLLATERAL
( ) TERMINATION

Name and address of Secured Party

Bank of Maryland
502 Washington Avenue

Towson, MD 21204

Name and address of Assignee

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

RECORD FEE 1.10
RECORD FEE CK 9.90
RECORD TAX 77.00
POSTAGE .50
#5577A20 0777 R03 T11:16
12/07/89
H. EALE SCHAFER
AA CO. CIRCUIT COURT

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment, General Intangibles and Fixtures; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

This Financing Statement is to be recorded in the real estate records. Some or all of the collateral is located on the following described real estate: 10901 Pumphouse Road, Annapolis Junction, MD 20701

If the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt:
$100,000.00 (See above)

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

Describe Real Estate if applicable: **10901 Pumphouse Road, Annapolis Junction, MD 20701**

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
( ) already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
( ) which is proceeds of the original collateral described above in which a security interest was perfected.

A.P.T., Inc.
Robert Kesmodel
Paul Glace

Bank of Maryland
Signature of Secured Party
James Stewart

EBR 549 PAGE 103

FINANCING STATEMENT FORM UCC-1

279354

Identifying File No._____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.

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

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

Glen Burnie, MD 21061

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

RECORD FEE 11.00
POSTAGE .50
#027450 CHRT R03 T11:18
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)_____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 5/31/89, Schedule # 03, dated 10/31/89 between Assignor as Lessor and LEASE ACCOUNT # 059862 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 11/9/89 between Assignor and Assignee:

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Bruce J. Winter

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1487

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279355

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here $_____	If this statement is to be recorded in land records check here. ☐

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

1. DEBTOR

Name TransFinancial Leasing Corp.

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

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

Glen Burnie, MD 21061

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

RECORD FEE 11.00

POSTAGE OK .50

#527460 C777 R03 T11:18

12/07/89

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 5/26/89, Schedule # 01R, dated ~~#5/31/89~~ CHAFFER between Assignor as Lessor and LEASE ACCOUNT # 059862 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 6/16/89 between Assignor and Assignee: ~~IN THE CIRCUIT COURT~~

see attached

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro

(Signature of Debtor)

Frank J. Sarro III President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with AACO

1487

BOOK 549 PAGE 105

01 R

One	(1)	Ampex Component V18N Vista Switcher in basic standard configuration s/n 301,w/
One	(1)	A-02 Component Triple Chroma Key Keying Option 16 ISO input assembly;
One	(1)	A-04 Component Triple Analog Border Generator;
One	(1)	B-01 Component Background/Key Preview System;
One	(1)	E-01 General Purpose Serial Interface (GPS) to include 30 meter cable
One	(1)	LDI LB05860A Waveform Monitor S/N 5010417
One	(1)	LVS5850B Vectorscope S/N 5110476
One	(1)	PDA100A Pulse DA S/N 1860004
One	(1)	VDA100A Video DA S/N 1860078
One	(1)	LR2400AI Rackmount
Three	(3)	CR850U Umatic Recorder S/N 14010167, 07110464, 07110503
One	(1)	Gemini DAC2 PCB Board 54001003 N/V
One	(1)	PLX Gemini Digial Effects Unit S/N 1133
One	(1)	PAN BTS1300N 13" Color Monitor S/N FJ5560187
Four	(4)	AUD 9VM967 9" B&W Monitor S/N 85460346, 85460244, 85460355, 85460167
Two	(2)	AUD 9967 RMD Audio Rackmount
Three	(3)	JVC RK850 Rackmount Kit
One	(1)	CHY VP2 Char. Generator S/N 21A1686386
Two	(2)	EVI Sentry 100EL Audio Monitor S/N 1700150075, 1700150081
One	(1)	Midwest Audio Patch Panels with RCA Plug
One	(1)	Midwest Video Patch Panels with BNC Plug
Six	(6)	ADC PJ82 Patch Cord
One	(1)	APX VPR80AA01 1" VTR with TBC 6
One	(1)	DYT 10511522 Patch Panel
Twenty-Four	(24)	DYT 22B Cojak Jack
Four	(4)	DYT 1050572 Patch Cord
One	(1)	999 Kaypro PC Dual 768k
One	(1)	Paltex ES-ID/3 Edit Star Controller S/N 237 including cables

TransFinancial Leasing Corp.

BY: Frank J. Sano III

ITS: President

DATE: June 19/89

fjs.15.suiteq.irv

Irvington Federal Savings & Loan Association

BY: [illegible]

ITS: Pres

DATE: 11/20/89

BOOK 549 PAGE 106 279356

Not Subject to Recordation Tax, Section 12-108(k)(4),
Tax Property Article, Annotated Code of Maryland

Principal amount of debt secured is: $ 1,989,772.00

FINANCING STATEMENT

1. Debtor: VSI Environmental Services of New York, Inc.
Address: 203 84th Street
Niagara Falls, New York 14304

2. Secured Parties: (1) The Morrison Service Company, Inc.
(2) John H. Morrison, Jr.
Address for all secured parties: Route 1, Box 94
Arthur, West Virginia 26816

3. This Financing Statement covers the following:

Pursuant to an Agreement dated as of July 22, 1988, as amended by a First Amendment dated January 31, 1989, by and among VSI Technologies, Inc. and the Secured Parties and F.P. Lages, III, and Betty Lou Lages, certain assets of The Morrison Service Company, Inc. were sold to VSI Technologies, Inc. subject to a security interest being retained by the Secured Parties herein. Pursuant to an Agreement dated as of the 20th day of November, 1989, by and among the Debtor, the Secured Parties, VSI Technologies, Inc., The Grant County Bank, F.P. Lages, III, and his wife, Betty Lou Lages, those assets were transferred to Debtor. This Financing Statement is to provide notice that Debtor has granted the Secured Parties a security interest in the Transferred Assets as set forth in the said Bank Agreement.

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

RECORD FEE 11.00
POSTAGE CK .50
#527130 C777 R03 T10:58
12/07/89
ERLE SCHAFER
CLK. CIRCUIT COURT

Debtor:

VSI ENVIRONMENTAL SERVICES OF NEW YORK, INC.

BY: William J. Myles
Willie J. Myles,
President

Secured Parties:

THE MORRISON SERVICE COMPANY, INC.

BY: John H. Morrison Jr.
John H. Morrison, Jr.,
President

John H. Morrison, Jr.

To the Filing Officer:

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

Russell D. Karpook, Esquire
COHAN & FRANCOMANO
20 S. Charles Street, 7th Floor
Baltimore, Maryland 21201

700

A:\C5210001
VACUUM SERVICES

11.50

TOTAL P.03

BOOK 549 PAGE 107 279357

Not Subject to Recordation Tax, Section 12-108(k)(4),
Tax Property Article, Annotated Code of Maryland

Principal amount of debt secured is: $ 200,000.00

FINANCING STATEMENT

1. Debtor: VSI Technologies, Inc.
Address: 5633 Belle Grove Road
P. O. Box 2878
Baltimore, Maryland 21225

2. Secured Parties: (1) The Morrison Service Company, Inc.
(2) John H. Morrison, Jr.
Address for all secured parties: Route 1, Box 94
Arthur, West Virginia 26816

3. This Financing Statement covers:

All of Debtor's accounts receivable now owned or hereafter acquired.

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

RECORD FEE 11.00
POSTAGE .50
CK

Debtor:

VSI TECHNOLOGIES, INC.

BY: _____
F. P. Lages, III,
President

Secured Parties:

THE MORRISON SERVICE COMPANY, INC.

#527140 CTTT R03 T10:58
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BY: _____
John H. Morrison, Jr.,
President

_____
John H. Morrison, Jr.

To the Filing Officer:

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

Russell D. Karpook, Esquire
COHAN & FRANCOMANO
20 S. Charles Street, 7th Floor
Baltimore, Maryland 21201

2700

114

A:\C521000
VACUUM SERVICES
88109.801

2474(427) AA

BOOK 549 PAGE 108

279358

FINANCING STATEMENT FORM UCC.1 Identifying File No._____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here $_____	If this statement is to be recorded in land records check here. ☐

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

1. DEBTOR

Name TransFinancial Leasing Corp.

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

2. SECURED PARTY

Name SIGNET BANK/MARYLAND

Address 7 St. Paul Street, 5th Floor

Baltimore, MD 21203

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

RECORD FEE 11.00

CK

POSTAGE .50

#526640 C777 R03 T10:22

12/07/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 3/17/89, Schedule # 09, dated 11/14/89 between Assignor as Lessor and LEASE ACCOUNT # 984220 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated 11/22/89 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)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

John J. Tuccitto VP

(Signature of Secured Party)

John S. Tuccitto

Type or Print Above Name on Above Line

Filed with the State of Maryland

11:50

BOOK 549 PAGE 109

EQUIPMENT LIST

Quantity	Description
(11) Eleven	Epson FX 1050
(7) Seven	HP Laserjet II
(2) Two	Telebit Modem
(1) One	Hard Disk Upgrade
(10) Ten	40 MB Compaq 286 E
(2) Two	80 MB Compaq 286 E

TransFinancial Leasing Corp.

BY: _____

TITLE: President

Signet Bank/Maryland

BY: _____

TITLE: Vice-President

BOOK 549 PAGE 110

279359

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

3 Maturity date (if any):

1 Lessee (Last Name First) and Address(es)

James Julian, Inc.
405 South DuPont Road
Wilmington, Delaware 19805

2 Lessor and Address(es)

Associates Leasing, Inc.
P.O. Box 921168
Norcross, Georgia 30092

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

RECORD FEE 11.00

CK

4 This financing statement covers the following types (or items) of property: (1) One Caterpillar Model D8N Crawler Tractor S/N 9TC956 , equipped with Caterpillar 4 Barrel Ripper, and ROPS Canopy, together with all other present and future attachments, accessories, replacement parts, repairs and additions thereto and all proceeds thereof. This financing statement does not constitute, and should not be construed as, an admission that the lease between the "Secured Party" (the Lessor in the lease) and the "Debtor" (the Lessee in the lease) is a security agreement.

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

POSTAGE .50

#528420 CTTT R03 T14:24

12/07/89

H. ERLE SCHAFER
AA CO. 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:

Filed with: Anne Arundel County Maryland

James Julian, Inc.

By: Joseph R. Julian
Signature(s) of Lessee

Associates Leasing, Inc.

By: Ray Lawrence
Signature(s) of Lessor

603469 Rev 12-80

Filing Officer Copy-Alphabetical

1150

liber 549 page 111

279360

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

3 Maturity date (if any):

1 Lessee (Last Name First) and Address(es)

James Julian, Inc.
405 South DuPont Road
Wilmington, Delaware 19805

2 Lessor and Address(es)

Associates Leasing, Inc.
P.O. Box 921168
Norcross, Georgia 30092

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

RECORD FEE 11.00
POSTAGE CK .50
#528410 CTT7 R03 T14:24
12/07/89

4 This financing statement covers the following types (or items) of property: (1) One Caterpillar Model D8N Crawler Tractor S/N 9TC960 , equipped with Caterpillar 4 Barrel Ripper, and ROPS Canopy, together with all other present and future attachments, accessories, replacement parts, repairs and additions thereto and all proceeds thereof. This financing statement does not constitute, and should not be construed as, an admission that the lease between the "Secured Party" (the Lessor in the lease) and the "Debtor" (the Lessee in the lease) is a security agreement.

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

H. ERLE SCHAFER
AA CO. 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:

Filed with: Anne Arundel County Maryland

James Julian, Inc.

By: Joseph R. Julian
Signature(s) of Lessee

Associates Leasing, Inc.

By: Kay S. Hamilton
Signature(s) of Lessor

Filing Officer Copy-Alphabetical

11/50

603469 Rev 12-80

AA Co

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

BOOK 549 PAGE 112

This Statement Refers To Original Statement, identifying File No. 251070

Recorded in Libre 471 Folio 167 On 3/1/84

LESSEE/OBLIGOR: Severn Companies, Inc.
410 Severn Avenue
Annapolis, Md. 21403

LESSOR/SECURED PARTY: Butler and Company, Inc.
8726 Town And Country Blvd. #205
Ellicott City, Md. 21043-0505

RECORD FEE 10.00
POSTAGE .50
#528240 CTTT R03 T13:52
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

B. _____ AMENDMENT: The Financing Statement bearing the file number shown above is amended as follows: (See Below)

C. _____ PARTIAL RELEASE: (See Below)

D. XXX TERMINATION

BL CLERK

LESSEE/OBLIGOR

BY: _____

PRINT NAME & TITLE: _____

LESSOR/SECURED PARTY

BUTLER LEASING COMPANY
(Formerly Butler and Company, Inc.)
BY: Deborah Scherr

Deborah Scherr - Credit Manager

FILING OFFICER: Please record and return to:

Severn Companies, Inc.
4640 Forbes Blvd.
Lanham, Md. 20706
[redacted]

10.50

D-13-01 REV. 09/89

41 - October 13, 1989

Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments.

MARYLAND FINANCING STATEMENT 549 PAGE 113 UCC-1

☒ Not Subject to Recordation Tax **279361**

☐ Recordation Tax of $_____ on Principal Amount of $_____ is enclosed/ has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

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

1. DEBTOR: Ornamental Iron Works, Inc.
(Name or Names)
145 8th Avenue, Glen Burnie, MD 21061
(Address)

DEBTOR: _____
(Name or Names)
_____
(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8019 Belair Road, Suite 2, Baltimore, MD 21236
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: Harbor Federal Savings & Loan Assn.
(Name or Names)
P.O. Box 12309, Baltimore, MD 21281-2309
(Address)

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

One - New Miller Shop Master Model 300 Welder, S/N JK704166

One - New Miller Model S-21E Wire Feeder, S/N JK702916

RECORD FEE 11.00
POSTAGE .50
#528250 C777 R03 T13:52
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collatteral are also covered: Yes ☐ No ☒

DEBTOR(S):
Ornamental Iron Works, Inc.
By: Elizabeth B Givens President
(Title)
Elizabeth B. Givens, President
(Type or print name of person signing)

_____

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

SECURED PARTY:
Atlantic Industrial Credit Corporation
By: _____
Robert E. Polack, President
(Type or print name of person signing)

Return To: Atlantic Industrial Credit Corp.
8019 Belair Road, Suite 2
Baltimore, Md. 21236

Atlantic Industrial Credit Corp.
8019 Belair Road, Suite 2
Baltimore, Md. 21236

Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments.

LIBER 549 PAGE 114

MARYLAND FINANCING STATEMENT

UCC-1

☒ Not Subject to Recordation Tax

279362

☐ Recordation Tax of $_____ on Principal Amount of $_____ is enclosed/ has been paid (strike inapplicable phrase).

For Filing Officer

File No.: _____

Record Reference: _____

Date & Hour of Filing: _____

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

1. DEBTOR: George's Welding/ Service, Inc.
(Name or Names)

6027 Olson Rd. Baltimore, MD 21225
(Address)

DEBTOR: _____
(Name or Names)

_____
(Address)

2. SECURED PARTY: Compass Financial Corporation
(Name or Names)

8019 Belair Rd. Baltimore, MD 21236
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: Harbor Federal Savings & Loan Assn.
(Name or Names)

P.O. Box 12309, Baltimore, MD 21281-2309
(Address)

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

One New Adira Hydraulic Press Brake Model QH6325HS
s/n 2589/5213

RECORD FEE 11.00
POSTAGE .50
#528260 C777 R03 T13:54
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collatteral are also covered: Yes ☒ No ☐

DEBTOR(S): George's Welding/ Service, Inc.

By: George Menzel President
(Title)

George Menzel President
(Type or print name of person signing)

_____

By: _____ _____
(Title)

_____
(Type or print name of person signing)

SECURED PARTY: Compass Financial Corporation

By: John O. Barcase, Pres.

John O. Barcase, President
(Type or print name of person signing)

Return To: Compass Financial Corporation
8019 Belair Rd., Suite 2, Baltimore, MD 21236

11/88

DCFIN1 5455755 Anne Arundel County

279363

BOOK 549 PAGE 115

FINANCING STATEMENT

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

☐ 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):
Judy Yunghi Kim, individually and
trading as Hanna Grocery
8111 Phirne Road
Glen Burnie, MD 21061

6. Secured Party: Address:
EQUITABLE BANK, NATIONAL ASSOCIATION
Attention: Commercial Note Department
Debra Grimm
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:

RECORD FEE 12.00
POSTAGE .50
CK
#0003340 CITY R03 T14:01
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

☐ 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:

X Judy Yunghi Kim (Seal) _____ (Seal)
Judy Yunghi Kim, individually and
trading as Hanna Grocery

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

Mr Clerk: Please return to the address set forth in paragraph 6 above.

SCHA1
5455758

BOOK 549 PAGE 116

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, N.A. and Judy Yunghi Kim T/A Hanna Grocery

Section 7, Collateral Description continued

All right, title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as Lessor of all or any portion of the real property being known as 1547 Ramsey Street, Baltimore, Maryland 21223.

24714(427)

BOOK 549 PAGE 117

279364

AAco. 11/29/89
STV

FINANCING STATEMENT FORM UCC-1 Identifying File No._____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.

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

2. SECURED PARTY

Name SIGNET BANK/MARYLAND

Address 7 St. Paul Street, 5th Floor

Baltimore, MD 21203

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

CK

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00

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

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 3/17/89, Schedule # 08, dated 10/11/89 between Assignor as Lessor and LEASE ACCOUNT # 984220 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated 11/22/89 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)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Lesing Corp.

Frank J. Sarro, III

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

John J Tuccitto VP

(Signature of Secured Party)

John S. Tuccitto

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

Book 549 Page 118

EQUIPMENT LIST

Quantity	Description
(2) Two	#FDSP219 InterPro225, w/#SSS0075 Color WorkStation, 19" 16MB Memory, 156MB Disk
(1) One	#FTIS012 36x48 Digitizer table w/floating Menu & 12-Button Cursor
(1) One	#FTIS090 Digitizer Controller for FTIS012
(1) One	#FMTP124 1600/3200 BPI Standalone Tape Drive
(2) Two	#SGS0005 MicroStation 32
(2) Two	#SEU0133 InRoads
(2) Two	SEU0143 AEC Shell
(2) Two	#SNU0012 Informix Runtime License
(2) Two	#SSS081 Network File System
(1) One	#SJE0054 Electronic Theodolite InterFace

TransFinancial Leasing Corp.

BY: _____

TITLE: President

Signet Bank/Maryland

BY: _____

TITLE: VP

bjw12.stv08.eq

Anne Arundel Co.
10.50

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

BOOK 549 PAGE 119

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 265851 recorded in Liber 507, Folio 445 on February 5, 1987 (date).

1. **DEBTOR(S):**

Name(s): Jeffrey S. Moore, Individually and T/A Snap-On Tool

Address(es): 1909 Norwich Road
Glen Burnie, Maryland 21061

2. **SECURED PARTY:**

Name: Equitable Bank, National Association

Address: 100 S. Charles St.
Baltimore, Maryland 21201

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

BL CLERK
RECORD FEE 10.00
POSTAGE .50
#528430 CTT1 R03 T14:25
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

3. [ ] CONTINUATION. The original Financing Statement referred to above is still effective.

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

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

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

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

8.

9. DEBTOR:

SECURED PARTY:

EQUITABLE BANK, National Association

By Barbara A. Wykowski
Barbara A. Wykowski
Corporate Banking Officer
(Type Name and Title)

Form 24 (11/83)

a.a.Co
$10.50

BOOK 549 PAGE 120

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

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

1. DEBTOR and Address (Last Name First)

Frontier Technologies, Inc.
190 Admiral Cochran Drive
Suite 180
Annapolis, Maryland 21401

2. SECURED PARTY and Address

Signet Bank/Maryland
Baltimore & St. Paul Streets
Baltimore, Maryland 21203
ATTN: Renee Vick - T0609

3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)

4. RETURN TO:

Signet Bank/Maryland
BALTIMORE AND ST. PAUL STREETS
BALTIMORE, MARYLAND
21203

RECORD FEE 10.00

POSTAGE .50

#528480 C777 R03 T14:27
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: 272 891 **Date:** May 25, 19 88

Record Reference: Book 527 Pages 300 and 301
Financing Records of Anne Arundel County

6. A. CONTINUATION ..... ☐
The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.

6. B. RELEASE ..... ☐
From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.

BL CLERK

6. 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 referred to above in the property listed below.

6. D. OTHER Subordination..... ☒

INFORMATION:

The security interest in the above financing statement, excluding all of the debtors present and future accounts receivable and contract rights, is subordinated to the security interest filing dated May 24, 1988 and recorded in the financing records of Anne Arundel County on May 31, 1988, identification # 272894, Book 527, Pages 305 and 306. This financing statement was executed and recorded in conjunction with a $40,000.00 term loan granted by the Secured Party on May 24, 1988 and partially guaranteed by the Maryland Small Business Development Financing Authority.

Dated November 24, 1989

SECURED PARTY:

Signet Bank/Maryland

By: Steven E. Zelenak V.P.
Steven E. Zelenak, Vice President **(Title)**

UCC-6

RECEIVED
NOV 2 9 1989

152

a.a.c
10.50

BOOK 549 PAGE 121

AMENDMENT OF FINANCING STATEMENT

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

1. DEBTOR and Address (Last Name First)	2. SECURED PARTY and Address
Frontier Technologies, Inc. 2444 Solomons Island Road Suite 205 Annapolis, MD 21401	Signet Bank/Maryland Baltimore & St. Paul Streets Baltimore, MD 21203
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: SIGNET BANK/MARYLAND 7 ST. PAUL STREET BALTIMORE, MD 21202 Attn: Renee Vick, P.O. Box 17063

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272891 Date May 25, 19 88

Record Reference Book 527, Pages 300-301
Financing Records of Anne Arundel County

6. Item No. 1 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

New address for Debtor:

190 Admiral Cochran Drive
Suite 180
Annapolis, MD 21401

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#528490 C777 R03 T14:28
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated this 27th day of November, 19 89

DEBTOR:

Frontier Technologies, Inc.

By: Genevieve Houston-Ludlam
(Title)

Genevieve A. Houston-Ludlam
President

SECURED PARTY:

Signet Bank/Maryland

By: Steven E. Zelenak V.P.
(Title)

Steven E. Zelenak
Vice President

UCC-5

RECEIVED
NOV 29 1989

152

a.a.G
10-50

BOOK 549 PAGE 122

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

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

1. DEBTOR and Address (Last Name First)	2. SECURED PARTY and Address
Frontier Technologies, Inc. 190 Admiral Cochran Drive Suite 180 Annapolis, Maryland 21401	Signet Bank/Maryland Baltimore & St. Paul Streets Baltimore, Maryland 21203 ATTN: Renee Vick - TC609
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	**4. RETURN TO:** Signet Bank/Maryland BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: 272 891 **Date:** May 25, 19 88

Record Reference: Book 527 Pages 300 and 301
Financing Records of Anne Arundel County

6. A. CONTINUATION ..... ☐ The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.	**6. B. RELEASE** ..... ☐ From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.
6. 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 referred to above in the property listed below.	**6. D. OTHER** Subordination..... ☒

CIRCUIT CLERK

RECORD FEE 1.00
RECORD FEE 9.00
POSTAGE .50
#528470 C777 R03 T14:27
12/07/89
H. ERLE SCHAFER
ANNE ARUNDEL CIRCUIT COURT

INFORMATION:

The security interest in the above financing statement, excluding all of the debtor's present and future accounts receivable and contract rights, is subordinated to the security interest to be recorded in conjunction with a $30,000.00 term loan granted by the Secured Party on November 24, 1989 and partially guaranteed by the Maryland Small Business Development Financing Authority.

Dated November 24, 19 89

SECURED PARTY:

Signet Bank/Maryland

By: Steven E. Zelenak V.P.
Steven E. Zelenak, Vice President **(Title)**

UCC-6

RECEIVED
NOV 29 1989

15.12

a.a.co.
10.50

BOOK 549 PAGE 123

AMENDMENT OF FINANCING STATEMENT

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

1. DEBTOR and Address (Last Name First)	2. SECURED PARTY and Address
Frontier Technologies, Inc. 2444 Solomons Island Road Suite 205 Annapolis, MD 21401	Signet Bank/Maryland Baltimore & St. Paul Streets Baltimore, MD 21203
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: SIGNET BANK/MARYLAND 7 ST. PAUL STREET BALTIMORE, MD 21202 Attn: Renee Vick P.O. Box 17063

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272894 Date May 27, 19 89

Record Reference Book 527, Pages 305 and 306
Financing Records of Anne Arundel County

6. Item No. 1 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

BL CLERK

RECORD FEE 10.00

New address for Debtor:

190 Admiral Cochran Drive
Suite 180
Annapolis, MD 21401

POSTAGE .50

#528500 CTTT R03 T14:28
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated this 24th day of November, 19 89

DEBTOR:

Frontier Technologies, Inc.

By: Genevieve Houston-Ludlam
(Title)

Genevieve A. Houston-Ludlam
President

SECURED PARTY:

Signet Bank/Maryland

By: Steven E. Zelenak VP
(Title)

Steven E. Zelenak
Vice President

UCC-5

RECEIVED
NOV 29 1989

158

Anne Arundel

BOOK 549 PAGE 124

FINANCING STATEMENT

File No 279365

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

1. DEBTOR(S) and Address(es)	2. SECURED PARTY and Address
Frontier Technologies, Inc. 190 Admiral Cochran Drive Suite 180 Annapolis, MD 21401	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: _____ **Return to Secured Party**

RECORD FEE 11.00
RECORD TAX 210.00
GK
POSTAGE .50
NOV 88 0510 CTTT R03 T14:28
12/07/89
FROM: EARLE SCHAFER
TO: CIRCUIT 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.

[x] A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, subsitutions and replacements), used in or related to the conduct of Computer Software Development (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.

See Schedule A Attached

[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 [x] (is) [ ] (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: $ 30,000.00

DEBTOR:

Frontier Technologies, Inc.
(Type Name)

By: _____

By: Genevieve Houston-Ludlam
Genevieve Houston-Ludlam, President

SECURED PARTY:
SIGNET BANK/MARYLAND

By: Steven E. Zelenak

Steven E. Zelenak, Vice President
(Type Name)

24 NOV 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.

1K
210 00

RECEIVED
NOV 29 1989

0012-1671-0000/4

Schedule A

One (1) - HNGZ39MGG90 Blue Pneumatic Chair
Ten (10) - HN7902GG90G Blue Pneumatic Chair with arms
Thirteen (13) - HN376RGG90 Blue Side Arm Chairs
Ten (10) - D P Desk 60 X 30 Dark Oak, Item #BLT RA3060DPDO
Three (3) -CNTR DR - DK OK for sec, Item #BLT CD 20D0
One (1) - SEC LH Dark Oak, Item #BLT RA18SULDO
Three (3) - Lateral File Dark Oak, Item# BLT RA1932LFDO
Nine (9) - 36X12X48 DK/Oak Bookcase (316004), Item #SAM 78050148
One (1) - 72" Bookcase DK OAK, Item #MEL172DO
Two (2) - Credenza with knee space, DK Oak (HOOH), Item #BLTRA2072CRKDO
One (1) - Credenza Dark Oak, Item # BLTRA2072CRDO
One (1) - Center Drawer Desk for Secretary, Item #BLTCD2ODO
One (1) - Typing Table Dark Oak (MOD419901), Item #SAM31050130
Two (2) - 72" Bookcase Dark Oak, Item #172DO
One (1) - 48" Bookcase Dark Oak, Item #MEL148DO
One (1) - DP Desk 72X36 Dark Oak, Item #BLTRA3672DPDO
One (1) - Credenza with knee space Dark Oak (HOOH), Item #BLTRA2072CRKDO
Two (2) - Lateral File Dark Oak, Item #BLTRA1932LFDO
One (1) - 10 Foot Conference Table Med. Oak, Item #BEVOV4812ODO
One (1) - Conference Board Dark Oak, Item #EGARV4832DO
One (1) - Credenza Dark Oak, Item #BLTRA2072CRDO
One (1) - Omega ZT-D 824 Telephone System
One (1) - Mosler Class 6, 5 - Drawer file with combination locks on each drawer, color - black

Frontier Technologies, Inc.

By: Genevieve Houston Ludlam
Genevieve Houston - Ludlam, President

Date: 24 NOV 89

BOOK 549 PAGE 126

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279366

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

If transaction or transactions wholly or partially subject to 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 General Elevator Company, Incorporated

Address 601 Nursery Rd., Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., 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)

RECORD FEE 11.00
POSTAGE .50
#528000 CTT RO3 T13:32
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

See Exhibit "A" 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 Alva MIS Director
(Signature of Debtor)

David A. Guaranta MIS Director
Type or Print Above Signature on Above Line

Thomas E. Myers Treasurer
(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers
Type or Print Above Name on Above Line

11 12

BOOK 549 PAGE 127

EXHIBIT A

DESCRIPTION OF EQUIPMENT

One (1) 015075 DESKPRO 286E-1 S/N(s): 4937HZ1H0485
One (1) 055130 110MB DRIVE DP386S/386/20E
One (1) 030614 VGA MONOCHROME MONITOR S/N(s): 938EF0232TOX
One (1) 065098 1MB 16BIT MEM EXP BOARD, 286E
Four (4) 011006 *(3)MOD 30 286, 1MB, 1.44DD, 51
S/N(s): 7513563 7510580
7508876 7505101
Four (4) 060844 IBM AT 512K MEMORY MODULE
Four (4) 030844 COLOR DISPLAY 12IN (8513)
S/N(s): 0803840 0803837
0803845 0803846
One (1) 065000 COMPAQ PARALLEL/SERIAL BOARD
One (1) 071338 SMARTMODEM 2400 EXT S/N(s): A05431083603
One (1) 05MD279080 MAYNARD 60 W/STND S/N(s): 358940
Two (2) 07MD361817 ACTIVE HUB-08
Seven (7) 07MD361806 LANCARD/A
One (1) 222531 ADV NETWARE V2.15 5.25 S/N(s): 1586575
One (1) 40AB0034 10' 25M-25F
One (1) 040740 *(2)LASERJET II PRINTER S/N(s): 2914J40011
One (1) 400402 CBL:IBM PAR 15FT
One (1) 400097 BACKUP POWER SUPPLY-STDBY(50
One (1) 221380 CLOSE-UP CUST/TERMINAL V3.0
Four (4) ASP3DAI SURGE PROTECTOR: CURTIS SAFE
Four (4) A86450TEC DATA CART: ST600 30/60 MB 60

General Elevator Company, Incorporated
Type Full Legal Company Name

Signature

David A. Quaranta
Print Name

Mis Director
Title

November 22, 1989
Date

Signature

Print Name

Title

November 22, 1989
Date

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

LIBER 549 PAGE 128

Identifying File No. 279367

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

If transaction or transactions wholly or partially subject to 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 PEARSON YACHTS CORPORATION

Address West Shore Road, Portsmouth, RI 02871

2. SECURED PARTY

Name CITIZENS SAVINGS BANK, F/K/A CITIZENS SAVINGS BANK, FSB

Address 870 Westminster Street

Providence, RI 02903

Person And Address To Whom Statement Is To Be Returned 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 accounts receivable, inventory, machinery and equipment, furniture and fixtures and certain other personal property of Debtor, whether now owned or hereafter acquired.

Inventory consisting of Pearson Yachts sailboat Pearson 39 Serial #PEA89053C990 including accessories, is located at the premises of Annapolis Yacht Sales, Inc., 7416 Edgewood Road, Annapolis, MD.

RECORD FEE 11.00
POSTAGE CK .50
[illegible] CRT R03 T13:43
12/07/89
H. ERLE SCHAFER
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 or are to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

J. GORDON CLAYTON

Type or Print Above Name on Above Line

(Signature of Debtor)

KATHERINE J. EXNER

Type or Print Above Signature on Above Line

(Signature of Secured Party)

JEFFREY R. CARLSON

Type or Print Above Signature on Above Line

11.50

MN434701.FIS
1840

LIBER 549 PAGE 129

279368

Rec $19.00

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING RECORDS OF CALVERT COUNTY, MARYLAND, ANNE ARUNDEL COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

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

1. NAME AND ADDRESS OF DEBTORS:
PAUL M. ZUKOWSKI
RUTH E. ZUKOWSKI
815 Elm Drive
West River, Maryland 20747.

2. NAME AND ADDRESS OF SECURED PARTY:
MARYLAND NATIONAL BANK
Real Estate Industries Group
10 Light Street, 19th Floor
Baltimore, Maryland 21202

RECORD FEE 18.00
CK

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

POSTAGE .50
#528160 CTTT R03 T13:46
12/07/89
H. EALE SCHAFER
AACO CIRCUIT COURT

(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 Debtors' 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 (iii) the collateral described in this Financing Statement. The Land is

18.50

also described in a Deed of Trust, Assignment and Security Agreement dated November __, 1989 (the "Deed of Trust") executed by the Debtors for the benefit of Constance M. Creamer and Margaret D. Kirmil, 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 Debtors certify that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTORS:

Paul M. Zukowski

Ruth E. Zukowski

Filing Officer: After recordation, please return this Financing Statement to:

Jeffrey H. Seibert, Esquire
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

PITTROF AND STANLEY
ATTORNEYS AT LAW
30 INDUSTRY LANE
PRINCE FREDERICK, MARYLAND 20678

EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Calvert, State of Maryland, and more particularly described as follows:

All of Lot numbered Fourteen (14) in Section 1 of the 2nd Amended Plat of the Calvert County Industrial Park which is recorded among the Land Records of Calvert County, Maryland, in Liber ABE 1, folio 361.

BOOK 549 PAGE 133

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 Nome First) and address(es)

MBA Container Corporation
135 Roesler Road
Glen Burnie, MD 21061

#2772

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

P.C. Leasing, a division
of Phoenixcor, Inc.
65 Water Street
South Norwalk, CT 06854

For Filing Officer (Date, Time and Filing Office)

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#529850 C777 R03 T11:1?

4. This statement refers to original Financing Statement bearing File No. 277316 Book 541 Page 267-268 Filed with Anne Arundel ~~Circuit Court~~ Date Filed 5/16/89 19

12/08/89

5. ☐ Continuation. The original financing statement between the foregaing Debtar and Secured Party, bearing file number shown above, is still effective.
6. ☐ Termination. Secured party no langer claims a security interest under the financing statement bearing file number shown above.
XXX Assignment. The secured party's right under the financing statement bearing file number shown abave ta the property described in Item 10 abave has been assigned ta the assignee whase name and address appears in Item 10.
PARTIAL
8. ☐ Amendment. Financing Statement bearing file number shawn abave is amended as set farth in Item 10.
9. ☐ Release. Secured Party releases the callateral described in Item 10 fram the financing statement bearing file number shown abave.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

10. Assigned to: Chemical Bank, as Trustee of Phoenixcor/LMSI
1989-A Grantor Trust
55 Water Street - Room 1820
New York, NY 10041

Equipment: See Schedule A attached hereto and made a part hereof.

1642/PC
(58342)

No. of additianal Sheets presented:

RETURN TO:

LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

P.C. Leasing, a division of Phoenixcor, Inc.

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1880

SCHEDULE A

BOOK 549 PAGE 131

One (1) S & S Taper, Serial No. 8447;
Two (2) Signode Strappers ML-2JE, Serial Nos. 84657, 22720;
One (1) Lantech Wrapper, Serial No. SV5-80;
One (1) Cyklop Strapper APM - 211A, Serial No. 4157;
One (1) Alli's Clamers Fork Truck, Serial No. 21179000;
One (1) Yale Forklift, Serial No. N431335;
One (1) Economy Surface Bailer Style 67 - 2ton Mechanical;
One (1) Oliver 36" Band Saw;
One (1) S & S Slitter 86-4 Bae, Serial No. 8552;
One (1) Curioni 50" x 120" Flexo Folder Gluer, Serial No. 037/310/86;
One (1) Flynn & Emrich Press 50" x 114", Serial No. PB 521;
Three (3) Semi Automatic Screening Machines;
One (1) Auto Roll Dryer;
One (1) Lawson Oven;
Four (4) Dependable Screen Machines;

STATE OF MARYLAND 279320

FINANCING STATEMENT FORM UCC-1 549 PAGE 135 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. ☐

COLLATERAL LISTED AS CONTRACT RIGHTS, ACCOUNTS, GENERAL INTANGIBLES AND INVENTORY.

This financing statement Dated Dec. 7, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HOLMAN LEND LEASE CORPORATION

Address 444 W. New Kings Highway, Maple Shade, New Jersey 08052

2. SECURED PARTY

Name CONTINENTAL BANK N.A., as Agent

Address 231 S. LaSalle Street, Chicago, Illinois 60697

Attn: Receivables Purchase Group

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

RECORD FEE 41.00
POSTAGE GK .50
#529860 C777 R03 T11:14
12/08/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
(for additional Debtor addresses see Exhibit B attached hereto and made a part hereof)

See Exhibit A attached hereto and made a part hereof

Filed in Anne Arundel County, Maryland

CHECK ☒ THE LINES WHICH APPLY

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

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

89-85100-0
HR
583677

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Stanley P Sheaffer
(Signature of Debtor)

Holman Lend Lease Corporation
Type or Print Above Name on Above Line

Stanley P Sheaffer
(Signature of Debtor)

Stanley P. Sheaffer
STANLEY P. SHEAFFER
Type or Print Above Signature on Above Line
AUTHORIZED SIGNATORY

David W. Halstead
(Signature of Secured Party)

DAVID W. HALSTEAD
Continental Bank N.A., as Agent
Type or Print Above Signature on Above Line
DAVID W. HALSTEAD, V.P.

45

BOOK 549 PAGE 136

EXHIBIT A
to
Uniform Commercial Code Financing Statement
on Form UCC-1

This Exhibit A, consisting of 9 pages, is attached to and incorporated in a financing statement naming the following parties:

DEBTOR

Holman Lend Lease Corporation
444 West New Kings Highway
Maple Shade, New Jersey 08052

SECURED PARTY

Continental Bank N.A., as Agent
231 South LaSalle Street
Chicago, Illinois 60697

The Secured Party acts hereunder as agent for itself and certain other creditors of the Debtor and its affiliates in connection with the Receivables Transfer Agreement (the "Transfer Agreement") and the Pledge and Security Agreement (the "Pledge and Security Agreement"), and related interest rate hedging arrangements (together with the Transfer Agreement and the Pledge Agreement, the "Agreements"), both by and among the Debtor, the Secured Party, and the other parties named therein and dated as of a date on or around December 7, 1989, as the Agreements may be amended or modified from time to time. The collateral described in this Exhibit A may from time to time secure the liabilities and obligations under the Agreements and related documents, as well as other liabilities or obligations, of the Debtor or other persons. No person shall be entitled to rely on this Exhibit A as an exclusive description of the liabilities and obligations secured. Capitalized terms used herein and not otherwise defined in the Agreements are defined as set forth in the Uniform Commercial Code in effect on December 7, 1989 in the State in which this is filed.

The financing statement to which this Exhibit A is attached covers all right, title and interest of the Debtor in and to all assets of the Debtor, including without limitation the following property of the Debtor, wherever located, whether now owned and existing or hereafter acquired or arising:

(i) Accounts, Claims, Collections, Contracts and Receivables;

(ii) Goods (including, without limitation, all of the Debtor's Equipment, Fixtures, Inventory and Vehicles);

(iii) General Intangibles (including, without limitation, all of the Debtor's Related General Intangibles), including, without limitation,

(A) All tax refunds,

(B) All Trademarks,

(C) All Patents,

(D) All rights arising from time to time to receive payment under a billing to a Person representing such Person's obligation to reimburse the Debtor for indebtedness paid or to be paid by the Debtor for such Person's account, and

(E) All rights arising out of or relating to leases, licenses and contracts which are not Accounts;

(iv) Chattel Paper, Documents, Instruments, Certificated Securities and Uncertificated Securities, including, without limitation:

(A) All of the Pledged Shares owned by the Debtor,

(B) All cash, securities, interest, dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Pledged Shares, and any and all extensions, renewals, replacements or substitutions for any of the foregoing,

(C) All certificates and instruments representing or evidencing any property of the types described in the foregoing clauses (A) and (B), and

(D) Any and all of the property at any time delivered, pledged, assigned or transferred by the Debtor to the Secured Party or any holder of a Liability, and any other property of every kind or description of the Debtor, now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, the Secured Party or any such holder or any agent, bailee or custodian for the Secured Party or any such holder, or in which the Secured Party (in its capacity as Agent) now or

hereafter has a security interest securing performance and payment of any of the Debtor's Liabilities pursuant to the provisions of any written agreement or instrument other than this Agreement, including all distributions or other rights with respect to any property hereinabove referred to;

(v) Money and property now or at any time in the possession or under the control of, or in transit to, the Secured Party, any Holder, the Debtor or any bailee, agent or custodian of the Secured Party, such Holder or the Debtor;

(vi) Right, title and interest (if any) in and to accounts maintained by the Debtor, all funds on deposit therein, all investments arising out of such funds, all claims thereunder or in connection therewith, and all cash, securities, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of such accounts, such funds or such investments;

(vii) Computer Hardware and Software and all rights with respect thereto, including, without limitation, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing;

(viii) Insurance policies, including claims or rights to payment thereunder; and

(ix) Liens, guaranties and other rights and privileges pertaining to any of the Collateral (including, without limitation, all of the Debtor's Related Security);

together with: (x) all books, ledgers, books of account, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing; and (y) all proceeds, products, rents, issues, profits and returns of and from any of the foregoing.

In addition to, and not by way of limitation of, the grants of security interests in Trademarks and Patents set forth above, the Debtor, effective upon the occurrence of certain events under

the Transfer Agreement, and upon the written demand of the Secured Party, assigns, grants, sells, conveys, transfers title to and sets over to the Secured Party for the benefit of the Holders all of the Debtor's right, title and interest, whether now or hereafter existing or acquired, in and to its Trademarks (together with the goodwill associated therewith and assets relating to the products sold or leased under the Trademarks) and Patents.

As used herein, the following terms shall have the meanings set forth below:

"Accounts" means any rights of the Debtor to payment for goods sold or leased or for services rendered which is not evidenced by an Instrument or Chattel Paper, whether or not it has been earned by performance, and shall include, without limitation, Claims and Receivables to the extent that any thereof constitutes an "account" as such term is defined in the Uniform Commercial Code.

"Acquisition Documents" shall mean all agreements and other documents relating to the acquisition of the operations, assets and business of Lend Lease Cars, Inc. ("LLC") by and among LLC, the Foreclosing Parties, Debtor and certain affiliates of the Debtor, as each may be amended from time to time with the prior written consent of the Agent.

"Agent" means Continental Bank N.A., a national banking association having its principal office at 231 South LaSalle Street, Chicago, Illinois 60697, in its capacity as agent for the Secured Party under the Transfer Agreement, or any successor to Continental Bank N.A. in such capacity.

"Certificate" means a certificate of assignment by Debtor to the Agent, evidencing each Undivided Interest owned by a Transferee or an assignee thereof.

"Claims" means claims, demands, suits, actions, causes of action (whether known or unknown), debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, and executions, and other rights of any nature whatsoever, at law or in equity.

"Collections" means, with respect to any Receivable, (i) all amounts which (a) are accrued on the books of Debtor in accordance with GAAP under the related Contract (including, without limitation, purchase prices, rents, lease payments, finance charges, interest and all other charges), and all other amounts accrued in accordance with GAAP on such books in respect of such Contract (including, without limitation, insurance

payments applied in the ordinary course of business to amounts owed in respect of such Contract and net proceeds of sale or other disposition of any Related Security or any other property of the related Obligors or any other party directly or indirectly liable for payment of such Contract and available to be applied thereon), (b) are deemed to have been received by Debtor or any other Person as a Collection pursuant to any agreements from time to time existing between the Debtor, the Secured Party and other Persons, (c) accrued on the books of Debtor in accordance with GAAP in respect of an Interest Rate Hedging Arrangement, or (d) are accrued on books of Debtor in accordance with GAAP in respect of any indemnity, settlement or adjustment payments in respect of Claims under or related to the Acquisition Documents; provided, however, that late payment charges, collection fees and extension fees shall not be deemed to be Collections under this clause (i); and (ii) all funds which (a) are received by the Debtor or the Servicer from or on behalf of the related Obligors in payment of any amounts owed (including, without limitation, purchase prices, rents, lease payments, finance charges, interest and all other charges) in respect of such Receivable, or applied to such amounts owed by such Obligors (including, without limitation, insurance payments that the Debtor or the Servicer applies in the ordinary course of its business to amounts owed in respect of such Receivable and net proceeds of sale or other disposition of the Related Security by any Company or other property of the Obligor or any other party directly or indirectly liable for payment of such Receivable and available to be applied thereon), (b) are deemed to have been received by the Debtor or any other Person as a Collection pursuant to any agreements from time to time existing between the Debtor, the Secured Party and other Persons, (c) are received by Debtor in respect of an Interest Rate Hedging Arrangement, or (d) represent indemnity, settlement or adjustment payments in respect of Claims under or related to the Acquisition Documents.

"Company" means any of the Debtor, Lend Lease Cars Corp. (f/k/a LL Cars Inc.), Holman Enterprises, and Automotive Rentals, Inc.

"Computer Hardware and Software" means (i) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware, whether now owned, licensed or leased or hereafter acquired by Debtor; (ii) all software programs (including both source code and object code), whether now owned, licensed or leased or hereafter acquired by Debtor, designed for use on the computers and

electronic data processing hardware described in the preceding clause (i); (iii) all firmware associated therewith, whether now owned, licensed or leased or hereafter acquired by Debtor; and (iv) all documentation for such hardware, software and firmware described in the preceding clauses (i), (ii) and (iii), whether now owned, licensed or leased or hereafter acquired by Debtor.

"Contract" means a lease of Vehicles under which the Debtor (directly or indirectly) is lessor.

"Equipment" means all furniture, furnishings, Fixtures, machinery and equipment of Debtor of every description used or useful in the conduct of Debtor's business, and all accessories, accessions, additions, attachments, substitutions, replacements, improvements, parts and other property now or hereafter affixed thereto or used in connection therewith, and shall include, without limitation, all Vehicles to the extent that any thereof constitutes "equipment" as such term is defined in the Uniform Commercial Code.

"Foreclosing Parties" means General Motors Acceptance Corporation and Chrysler Credit Corporation.

"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time.

"Interest Rate Hedging Arrangements" means interest rate swaps, interest rate caps or collars or other interest rate hedging arrangements entered into by Debtor for purposes of hedging (among other things) the interest rate exposure of any Company with respect to Receivables and/or the Liabilities.

"Inventory" means goods, merchandise and other personal property furnished under any contract of service or intended for sale or lease, including, without limitation, all raw materials, work in process, finished goods and materials and supplies, of any kind, nature or description, that are used or consumed by Debtor's business, or are or might be used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, and all returned or repossessed goods now or at any time or times hereafter in the possession or under the control of Debtor or the Agent, and shall include, without limitation, all Vehicles to the extent that any thereof constitutes "inventory" as such term is defined in the Uniform Commercial Code.

"Liabilities" means (i) all obligations of the Companies to the Agent, the Transferees, the holders of Undivided Interests and their respective successors and assigns arising out of or relating to the Transfer Agreement and documents relating thereto, and (ii) all obligations of the Companies arising out of

or relating to the Interest Rate Hedging Arrangements, in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due.

"Obligor" means a Person obligated to make payments pursuant to a Contract.

"Patents" means, collectively, all foreign and United States patents, letters patents, applications for patents and letters patent, and patent licenses, and any and all, and all applications for, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world, and all proceeds of, and rights associated with, the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

"Person" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, government or any agency or political subdivision thereof or any other entity.

"Pledged Shares" means the shares of stock of Lend Lease Cars Corp. (f/k/a LL Cars Inc.).

"Pool Receivable" means a Receivable in the Receivables Pool.

"Receivable" means (i) any Claim under or relating to a Contract, including without limitation any right to payment from an Obligor (whether constituting an account, chattel paper, instrument or general intangible, and including any interest or finance charges, rent or other obligations of such Obligor), all rights to dispose of any Vehicle subject to such Contract and to receive and retain the proceeds of such disposition, and all proceeds of any of the foregoing; (ii) any Claim of Debtor or its subsidiaries under or relating to an Interest Rate Hedging Arrangement, including without limitation the right to receive floating payments thereunder, and (iii) any Claim of Debtor or its subsidiaries under or relating to the Acquisition Documents (including without limitation any Claim in respect of an indemnity, settlement or other payment by the Foreclosing Parties under the Acquisition Documents).

"Receivables Pool" means, at any time, all then outstanding Receivables.

"Related General Intangibles" means general intangibles of Debtor relating to the Pool Receivables, the Contracts and the Collections with regard thereto, including without limitation

trade names, computer programs, manufacturer warranties, management and credit card fees, other accounts, and other general intangibles used or useful with respect to the collection of such Pool Receivables and the enforcement of such Contracts.

"Related Security" means, with respect to any Pool Receivable:

(i) all of the Debtor's right, title and interest in and to all Contracts or other agreements that relate to such Pool Receivable;

(ii) all of the Debtor's interest in the Vehicles and other property (including returned Vehicles and other property), if any, relating to the lease which gave rise to such Pool Receivable;

(iii) all other security interests or liens and property subject thereto from time to time purporting to secure payment of such Pool Receivable, whether pursuant to the Contract related to such Pool Receivable or otherwise;

(iv) the assignment to the Agent, for the benefit of any holder of a Certificate and any assignee thereof, of all Uniform Commercial Code financing statements covering any collateral securing payment of such Pool Receivable; and

(v) all Surety Arrangements from time to time supporting or securing payment of such Pool Receivable whether pursuant to the Contract related to such Pool Receivable or otherwise.

"Servicer" means, at any time, the Person then authorized pursuant to the Transfer Agreement to service, administer and collect Pool Receivables.

"Surety Arrangements" shall mean, with respect to any Person, all guaranties, contracts of surety, comfort letters, letter of credit applications or reimbursement agreements or other arrangements by which such Person is or may become responsible in any manner (whether by agreement to purchase any obligations, stock, assets, goods or services, or to supply or advance any funds, assets, goods or services, or otherwise) with respect to any obligation of any other Person.

"Trademarks" shall mean, collectively, all foreign and United States trademarks, tradenames, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or

appear, designs and general intangibles of a like nature, now existing or hereafter owned, adopted or acquired by Debtor, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof or of any other country or any political subdivision thereof, all trademark licenses, all reissues, extensions or renewals of any of the foregoing items, and all of the goodwill of the business connected with the use of, and symbolized by, each item described above, all continuations and extensions thereof, the right to sue for past, present, and future infringements or dilutions thereof or for injury to the goodwill associated therewith, all rights corresponding thereto throughout the world, and all proceeds of, and rights associated with, the foregoing, including, without limitation, licenses, royalties and proceeds of suit.

"Transferees" means Continental Bank N.A., a national banking association and Receivables Capital Corporation, a Delaware corporation.

"Undivided Interest" means, at any time, an undivided percentage ownership interest at such time in (i) all then outstanding Pool Receivables, (ii) all Related Security with respect to such Pool Receivables, and (iii) all Collections with respect to, and other proceeds of, such Pool Receivables.

"Vehicle" means (i) an automobile, (ii) a truck weighing under 19,500 pounds, (iii) a medium or heavy duty truck or other piece of materials handling equipment, or (iv) a piece of equipment of another type which is leased by Debtor to a lessee.

BOOK 549 PAGE 145

EXHIBIT B

This Exhibit B, consisting of one page, is attached to and incorporated in a financing statement naming the following parties:

Debtor:
Holman Lend Lease Corporation

Secured Party:
Continental Bank N.A., as Agent

Additional Addresses of Debtor/Transferor/Assignee:

1301 Shoreway Road
Suite 102
Belmont, CA 94002

Suite 100
1301 Hightower Trail
Atlanta, GA 30330

Suite 2335
23 Corporate Woods
10880 Benson
Overland Park, KS 66210

Praemar Office Park
Suite 380
Edina, MN 55435

444 West New Kings Highway
Maple Shade, NJ 08052

135 Pinelawn Road
Melville NY 00747

Suite 180
6630 Harwin Drive
Houston, TX 77036

240 DuPont Highway South
P. O. Box 622
New Castle, DE 19720

Suite 209
4800 Emerson Avenue
Palatine, IL 60067

Empire Towers
Suite 414
7310 Ritchie Hwy.
Glen Burnie, MD 21061

Suite 213, Bldg. 2
Londonderry Square
Londonderry, NH 03053

Suite 239
International Court One
100 Stevens Drive
Lester, PA 19113

Suite 305
1580 Eastgate Drive
Garland, TX 75041

\WP1\ZLP\EXH-B4

MN302301.FIS
1840

liber 549 page 146

279321

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

RECORD FEE 39.00
POSTAGE .50
CK

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

12/11/89
H. ERLE SCHAFER
CLK CIRCUIT COURT

1. NAME AND ADDRESS OF DEBTOR: G&L ASSOCIATES
P.O. Box 507
Severna Park, Maryland 21146

2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK
Real Estate Industries Group
Construction Finance Section
10 Light Street, 19th Floor
Baltimore, Maryland 21202

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

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Amendment and Restatement of Consolidated Mortgage (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 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 certain Amendment and Restatement of Consolidated Mortgage dated December 8, 1989 executed by the Debtor for the benefit of the Secured Party and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland (the "Amendment and Restatement of Consolidated Mortgage").

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

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

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform

Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTOR:

G&L ASSOCIATES

By_____
Ernest J. Litty, Jr.
Partner

By_____
W. Calvin Gray
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 I

Lot A

BEGINNING for the same at a stone located on the edge of a public highway (sometimes called Jumpers Road); and running thence, binding along the outlines of the original tract of land conveyed by Catherine P. Truette to the Annapolis and Baltimore Short Line Railroad Company, hereinafter referred to, the nine following courses and distances, viz: South seventy degrees thirty minutes east ninety-nine and three quarter perches to a stone; thence north forty-six degrees forty-five minutes east sixty two and one half perches to a stone; thence north sixty-nine degrees west fifty nine perches to a stone; thence north thirty-eight degrees thirty minutes west ten perches; thence north five degrees thirty minutes east ten perches; thence north twenty-four degrees forty-five minutes east twenty-two and three quarter perches, thence north thirty-three degrees west fifty-three and one quarter perches, thence north twenty-three degrees forty-five minutes west twelve perches, thence north twelve degrees forty-five minutes east thirty perches to a point in said line where said line would be intersected by a line drawn parallel to and three hundred and fifty feet westerly from the center line of the right of way of the north shore division of the Washington Baltimore and Annapolis Electric Railroad; thence, leaving the outlines of said tract, and binding along the outlines of the secondly described parcel of land which by Deed dated November 24, 1980 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 38, folio 90, etc., was conveyed by William Brown, et al. to Southern Land and Silk Associates, the two following courses and distances, viz: North twenty-two degrees thirty minutes west, more or less and parallel to the center line of said railroad and one hundred and twenty two and three quarter perches, and north eighty-four degrees thirty minutes east twenty two and two one hundredths perches to a point located forty-five feet from the center line of said railway measured at right angles to said center line; thence northwesterly by a line drawn parallel to and distant forty-five feet southwesterly from the center line of said railroad, eleven hundred and eleven and ninety one-hundredths feet to a point in the northernmost outline of the whole tract of land conveyed by Catherine P. Truette to the Annapolis and Baltimore Short Line Railroad Company, by the Deed hereinafter referred to thence binding along the north line of said tract of land North eighty degrees thirty minutes west eleven hundred and one feet to a stone; thence binding along the outlines of said whole tract the four following courses and distances, viz: South thirty-one degrees West sixty-two perches to a point on the west side of a public highway, thence South two degrees forty-five minutes West thirty-four perches, thence South sixty-seven degrees twenty-two minutes east ninety perches binding for a portion thereof on the north side of said public road, to a stone; and thence South six degrees thirty minutes West six hundred and seventy seven and four one-hundredths feet to a point in the center of said road, and to the southernmost corner of the parcel of land conveyed by Maryland Development and Realty Company, by Confirmatory Deed dated February 9, 1927 and recorded among the Land Records of Anne Arundel County in Liber No. 14, folio 457, etc., thence binding along the center line of said road, and along the lines of the

PROPERTY DESCRIPTION

parcel of land conveyed to Baldrey, as aforesaid, the five following courses and distances, viz: South eight degrees eighteen minutes East two hundred and seventy-four and four tenths feet, thence South fifteen degrees thirty-seven minutes East one hundred and fifty-seven and four tenths feet and thence south thirty-two degrees thirty seven minutes east one hundred and thirty four feet, thence South thirty six degrees seventeen minutes east two hundred and sixty-seven feet and South nine degrees fifty-seven minutes east thirty-eight and three tenths feet to a stone; thence binding along the outlines of the whole tract of land conveyed by Catherine Truette to the Annapolis and Baltimore Short Line Railroad, as hereinafter referred to, and also binding along the aforesaid road, the three following courses and distances, viz: South eleven degrees east forty-two and three quarter perches, thence South thirteen degrees forty-five minutes West seventy-five perches and thence south Twenty-two degrees thirty minutes west twenty-three and one-half perches to the place of beginning. Containing 165.9747 acres of land, more or less.

Being the same property described in a Deed dated February 29, 1936 and recorded among the Land Records of Anne Arundel County in Liber 147, folio 228.

SAVING AND EXCEPTING THEREFROM the following:

Beginning for the same at an iron pipe now set at the southeast corner of the one acre lot of ground adjoining hereto on the north which was conveyed to George and Henry Poles by Clarence S. Johnson, et al. by Deed dated October 11, 1889, hereinbefore referred to, which place of beginning is distant South 70 degrees 30 minutes west (which is at right angles to the Baltimore & Annapolis Railroad) 50 feet from the center of the said Railroad, and running from thence and with the southern boundary line of the said one acre lot as now corrected for variation and intended to run with the northern boundary line of the whole tract of land acquired by The Arundel Corporation by Deed from the Maryland Development and Realty Company, dated March 9, 1936, hereinbefore referred to North 77 degrees 00 minutes West 428.57 feet, said line being located somewhat to the south and approximately parallel to the North 80 degrees 30 minutes West 1101 feet line in the aforesaid Deed from the Maryland Development Realty Company to The Arundel Corporation and thence with part of the northern boundary line of the first mentioned one acre lot North 70 degrees 30 minutes East 6.85 feet to a point of intersection of the Southern boundary line of the one-half acre lot conveyance to William W. Everett and wife by Victor S. Jelenko, by Deed dated April 15, 1936, hereinabove referred to, and the northern boundary line of the said one acre lot, and which point of intersection is located on the North 80 degrees 30 minutes West 1101 foot line in the Deed from the Maryland Development and Realty Company to The Arundel Corporation aforesaid; thence leaving the northern line of the said one acre lot and running with the scuthern boundary line of the said one-half acre lot and the northern boundary line of the entire tract acquired by The Arundel Corporation from the Maryland Development and Realty Company aforesaid, as now corrected for variation, North 75 degrees 49 minutes West 198.3 feet; thence leaving the said southern boundary line of the one-half acre lot and the outline of the aforesaid whole tract and running across a portion of the whole tract as now surveyed South 19 degrees 30 minutes East 266.07 feet to the center of the public road leading to the above mentioned Baltimore & Annapolis Railroad on out to the Baltimore & Annapolis Boulevard; thence along the center of the said public road the three following

PROPERTY DESCRIPTION

courses and distances, North 84 degrees 56 minutes East 352.17 feet, South 83 degrees 31 minutes East 98 feet and South 64 degrees 21 minutes East 147.23 feet; thence leaving said public road and running parallel with the said Baltimore & Annapolis Railroad and 45 feet at right angles southwesterly from the center of the same, North 19 degrees 30 minutes West 154.45 feet; thence North 77 degrees 3 minutes West 5.92 feet to the place of beginning. Containing 2.12 acres of land, more or less, according to a survey and plat by J. Revell Carr, made February 12, 1937.

ALSO SAVING AND EXCEPTING THEREFROM the following:

Beginning for the same at a point in and as corrected for magnetic variation and South 33 degrees 37 minutes 10 seconds West 404.97 feet from the beginning of the South 31 degrees West 1023 foot line of the conveyance from the Maryland Development and Realty Co. to The Arundel Corporation by Deed dated February 29, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 147, folio 228; said point also being in and as corrected to magnetic variation, and South 33 degrees 37 minutes 10 seconds West 404.97 feet from the beginning of the South 32 degrees West 973.5 foot line of Part II of the conveyance from Charles J. Atas to Marie C. Sohn and Son by Deed dated May 17, 1960 and recorded among the said Land Records in Liber 1397, folio 131;

Thence from the place of beginning so fixed and leaving said line and running for a new line of division through part of The Arundel Corporation property, South 65 degrees 58 minutes 30 seconds East 8.58 feet to the west side of West Pasadena Road, 30 feet wide;

Thence with the side of said road, the four (4) following courses and distances, i.e. South 33 degrees 57 minutes West 100.0 feet, South 30 degrees 39 minutes West 389.95 feet, South 35 degrees 19 minutes West 57.96 feet and South 71 degrees 20 minutes West 43.09 feet to intersect the above mentioned South 31 degrees West 1023 foot line of the conveyance to The Arundel Corporation; said point also being where the South 32 degrees West 973.5 foot line of the conveyance to Sohn extended southwesterly intersects the north intersection of Jumpers Hole Road and West Pasadena Road;

Thence with said extension and part of the South 32 degrees West 973.5 foot line of the conveyance to Sohn, and with part of the South 31 degrees West 1023 foot line of the conveyance to The Arundel Corporation, reversely, North 33 degrees 37 minutes 10 seconds East 580.0 feet to the place of beginning.

ALSO SAVING AND EXCEPTING from Parcel No. I a .975 acre, more or less parcel designated as "Parcel A" and a 1.252 acre, more or less parcel designated as "Parcel B" and shown on a Plat entitled, " The Arundel Corporation, Jumpers Hole Road Property", which Plat is recorded among the Land Records of Anne Arundel County in Liber 3013, folio 672.

ALSO SAVING AND EXCEPTING from Parcel One the property described in the following:

Deed dated November 8, 1977 and recorded among the Land Records of Anne Arundel County in Liber 3024, folio 665 by and between The Arundel Corporation and Helen W. Nash; and

PROPERTY DESCRIPTION

Deed dated February 7, 1978 and recorded among the Land Records of Anne Arundel County in Liber 3060, folio 668 by and between The Arundel Corporation and Charles J. Young and Norma J. Young, his wife

See also Plat entitled "The Arundel Corporation Jumpers Hole Road Property", which Plat is recorded among the Land Records of Anne Arundel County in Liber 3013, folio 672.

Lot B

BEGINNING for the first thereof at a railroad spike now set where the northwest side of the County Road leading from the Ritchie Highway through Earleigh Heights intersects the west side of a thirty foot road lying adjacent to and west of the Baltimore and Annapolis Railroad right of way, said point being at the beginning of the first or South 51 degrees 09 minutes West 435.69 foot line of the parcel of land conveyed by Gus Wedmeyer et ux to John E. Zentgrad et ux by Deed dated December 8, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 446, folio 591, and running thence along part of said first line, and binding on the north side of the aforesaid County Road as now surveyed, South 41 degrees 56 minutes 35 seconds West 213.17 feet to a pipe found on the East side of a 20 foot right of way, thence leaving the County Road, binding on the east side of said 20 foot right of way North 38 degrees 43 minutes 10 seconds West 161.70 feet to a pipe found at the beginning of the sixth or North 51 degrees 11 minutes East 211.53 foot line of the herein above mentioned deed, running thence binding or intending to bind on the aforesaid sixth line and on the seventh or last line of said Deed the following two courses as now surveyed viz: First North 42 degrees 05 minutes 50 seconds East 228.38 feet to a pipe found on the west side of the aforesaid 30 foot road, and second binding on the west side of said road, South 33 degrees 26 minutes 31 seconds East 164.26 feet to the place of beginning.

Containing 0.807 acres of land, more or less.

Lot C

Beginning for the second thereof at a pipe found on the east side of the hereinabove mentioned 20 foot right of way said point being on the fifth or South 29 degrees 33 minutes East 413.71 foot line of the above described conveyance (Wedemeyer et ux to Zentgraf et ux J.H.H. 466, folio 591) distant 53.17 feet from the end thereof, said point being also at the end of the fourth or North 49 degrees 29 minutes 30 seconds East 340.85 foot line of the parcel of land conveyed by John E. Zentgraf et ux to Steve Molnar, single by Deed dated May 28, 1954 and recorded among the Land Records of Anne Arundel County in Liber 836, folio 172 running thence crossing said 20 foot right of way, binding reversely on the said fourth line of the last mentioned conveyance, as now surveyed 40 degrees 22 minutes 19 seconds West 340.51 feet to a pipe found on the second or North 61 degrees 41 minutes West 733.52 foot line of the herein first mentioned conveyance (JHH 446, folio 591) thence binding or intending to bind on part of said second line, all of the third and fourth lines and on part of the fifth line of said conveyance the four following courses as now surveyed viz: first North 70 degrees 21 minutes 03 seconds West 517.66 feet to a pipe set, second North 73 degrees

BOOK 549 PAGE 153

PROPERTY DESCRIPTION

54 minutes 10 seconds 54.05 feet to a pipe set, third North 56 degrees 40 minutes 50 seconds East 639.83 feet to a monument found on the east side of the aforementioned 20 foot right of way and fourth binding on the east side of said right of way South 38 degrees 43 minutes 10 seconds East passing over a monument found on line distant 202.50 feet from the beginning thereof, in all 360.28 feet to the place of beginning.

Containing 4.700 acres of land, more or less.

Being the same property described in a Deed dated July 23, 1970 and recorded among the Land Records of Anne Arundel County in Liber 2354, folio 639 which was granted and conveyed by John E. Zentgraf and Mary E. Zentgraf unto The Arundel Corporation.

SAVING AND EXCEPTING THEREFROM the following described land:

Beginning for the same at a point on the northeasterly side of a 20 foot right of way with the use in common with others entitled thereto, said point being at the beginning of the first or South 40 degrees 22 minutes 19 seconds West 340.51 foot line of the second parcel of land conveyed by John E. Zentgraf et ux to The Arundel Corporation by Deed dated July 16, 1970 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2354, folio 639 and running thence binding on said first line and part of the second line of said second parcel the two following courses viz: (1) crossing said 20 foot right of way South 40 degrees 22 minutes 19 seconds West 340.51 feet and (2) North 70 degrees 21 minutes 03 seconds West 133.65 feet; thence for a new line of division running parallel to and 125.00 feet northwest of said South 40 degrees 22 minutes 19 seconds West 340.51 foot line, as measured at right angles thereto, (3) North 40 degrees 22 minutes 19 seconds East 411.89 feet to intersect the fifth or South 38 degrees 43 minutes 10 seconds East 360.28 foot line of said second parcel at a point 127.30 feet from the end thereof; thence binding on part of said fifth line and also binding on the northeasterly side of said right of way (4) South 38 degrees 43 minutes 10 seconds East 127.30 feet to the point of beginning.

Containing 1.0795 acres of land, more or less.

PARCEL II

BEING a Lot measuring approximately 60 feet by 765 feet located about 200 feet north of the intersection of the County road from Ritchie Highway to Elvaton and the Right of Way line of the Baltimore and Annapolis Railroad, Third Election District and assessed to John Gellert, and sold under Tax Certificate No. A3817 on October 14, 1958 to Brittingham Associates, a Maryland general partnership, and being the same parcel of ground which by Deed dated August 19, 1946 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 374, folio 470, was conveyed by Gustav Wedemeyer, et al to John Gellert.

Being the same property described in a Deed dated September 1, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4692, foli 457 by and between Southern Municipal Corporation, a Maryland corporation and Brittingham Associates, a Maryland general partnership.

PROPERTY DESCRIPTION

PARCEL III

Beginning for the same at a stone at the end of the second line of the whole tract as described in a Deed from Elizabeth D. Johnson to Alma K. Hayes, dated November 12, 1912, and recorded among the Land Records of Anne Arundel County in Liber GW No. 92, folio 340; running thence and with the outlines of said whole tract North 27 degrees West 153 feet to a stone, North 26 degrees East 18 feet to a stone, North 17 degrees East 439 feet to a stake; thence leaving said outlines and running across the whole lot south 83 degrees East 450 feet to the right of way or the W.B.&A. Electric Railway, formerly Baltimore and Annapolis Short Line Railroad; thence with said right of way South 21 degrees East 520 feet, thence South 75 degrees West 790 feet more or less, to the place of beginning. Containing 8.9 acres of land, more or less.

PARCEL IV

BEGINNING at a point on the west side of the Baltimore and Annapolis Railroad right of way, 66 feet wide, said point being located North 26 degrees 59 minutes West 561 feet from there the west right of way line of the Baltimore and Annapolis Railroad intersects the north side of the County Road leading from the Ritchie Highway to Elvaton, said point also being located where the north line of the lot now owned by Listman intersects the west side of said railroad right of way, and running thence South 61 degrees 30 minutes West 180 feet to a pipe; thence at right angles and with the rear of the Listman Lot, South 28 degrees 20 minutes East 50 feet to a pipe; thence at right angles and across the whole tract, South 61 degrees 30 minutes West 746.7 feet to a pipe; thence North 68 degrees 12 minutes West 110.5 feet; North 38 degrees 27 minutes West 165 feet; North 05 degrees 33 minutes East 165 feet; North 24 degrees 48 minutes East 367.7 feet and North 31 degrees 03 minutes West 746.5 feet to a stone; thence running across the whole tract, North 78 degrees 48 minutes East 799.5 feet to the west right of way line of the Baltimore and Annapolis Railroad; thence with same, South 22 degrees 22 minutes East 332.5 feet and South 24 degrees 18 minutes East 734 feet to the place of beginning. Containing 23.04 acres of land.

SAVING AND EXCEPTING THEREFROM the following:

(1) A strip of land, 50 feet wide, on the southernmost end of the whole tract, decribed as follows: Beginning at a pipe at the west end of the South 61 degrees 30 minutes West 180 foot line of the above described property and continuing South 61 degrees 30 minutes West 785 feet, more or less, to the North 68 degrees 12 minutes West 110.5 foot line; thence southeasterly along this line 70 feet, more or less, to a pipe where the said line intersects the South 61 degrees 30 minutes West, 746.7 foot line; thence northeasterly along said line, to a pipe marking the southwest corner of Fred Listman property; thence along the rear line of the Listman property northwesterly 50 feet to the place of beginning

(2) All that portion thereof which by Deed dated March 13, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1117, folio 390 was granted and conveyed by William Matlack and wife to Frederick Listman and wife.

TOGETHER WITH the use in common with others entitled thereto of two rights of way, 20 feet wide and 30 feet wide, respectively, running southerly from the property hereinabove described to the County Road leading from Ritchie Highway to Elvaton.

COMMONWEALTH LAND TITLE
INSURANCE COMPANY
18th Floor
World Trade Center
Baltimore, Maryland 21202

BC-7012

MDA 549 PAGE 155 279323

FINANCING STATEMENT

RECORD FEE 22.00
POSTAGE .50
#635780 C23T R02 T09:50
12/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CK

TO BE RECORDED AMONG
THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

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

1. NAME AND ADDRESS OF DEBTOR:

CARDER PROPERTY LIMITED PARTNERSHIP
c/o Continental Realty Corp.
17 West Pennsylvania Avenue
Towson, Maryland 21204

2. NAME AND ADDRESS OF SECURED PARTY:

EQUITABLE BANK, NATIONAL ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201
Attn: Real Estate Finance Department

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

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

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AMERICAN TITLE GUARANTEE CORPORATION
120 EAST BALTIMORE ST.
SUITE 1800
BALTIMORE, MARYLAND 21202

authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Ardyth Hall and Hunter F. Calloway, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

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

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any

governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:

CARDER PROPERTY LIMITED PARTNERSHIP

By: CARDER LL, INC., General Partner

By: _____ (SEAL)
Name: John A. Luetkemeyer Jr.
Title: Pres

Filing Officer: After recordation, please return this Financing Statement to:

~~Patricia A. Rowe~~
Hogan & Hartson
~~111 South Calvert Street, Suite 1600~~
Baltimore, Maryland 21202

AMERICAN TITLE GUARANTEE CORPORATION
120 EAST BALTIMORE ST.
SUITE 1600
BALTIMORE, MD 21202

PMW:101789:1613W

Exhibit A

LEGAL DESCRIPTION
SAMUEL CARDER, ET UX, PROPERTY
FIFTH ELECTION DISTRICT
ANNNE ARUNDEL COUNTY, MARYLAND

BEING a part of the same land described in a conveyance from Charles Bealer and Nellie Lucille Bealer, his wife, to Sam Carder and Edna L. Carder, his wife, by deed dated October 26, 1950 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 597 at Folio 264, and being more particularly described as follows;

BEGINNING for the same at a stone found marking the beginning of the first or North 24° 19' 20" East, 694.75 feet line described in the abovementioned deed; thence binding on said first line, as now surveyed, and on land now or formerly of Oral G. Byrer, et ux, (Liber 1444,Folio 175) and Wayne S. Purdham, et ux, (Liber 3816,Folio 583)

1. North 16° 43' 59" East, 547.85 feet to an iron pipe found; thence

2. North 15° 47' 11" East, 147.15 feet to an iron pipe found; thence binding on all of the second line and a part of the third line of the aforementioned deed recorded in Liber 597 at Folio 264, as now surveyed, and on land now or formerly of Rodney A. Miller, et ux, (Liber 4514, Folio 899)

3. South 73° 04' 05" East, 65.00 feet to a point; thence

4. North 16° 55' 55" East, 370.43 feet to an iron pipe found; thence binding on the southwesterly and southeasterly lines of Lots 1 thru 5 as shown on a plat recorded among the aforesaid Land Records in Liber 1414 at Folio 324, as now surveyed and on land now or formerly of Ronald E. Carder, et ux, (Liber 1414, Folio 328), Michael B. Decker, et ux, (Liber 4439, Folio 362), Grady V. Bosheers, et ux, (Liber 1414, Folio 325), Bernard J. Carder (Liber 1414, Folio 322) and Bernard J. Carder, et ux, (Liber 2287, Folio 329)

5. South 50° 57' 23" East, 450.57 feet to an iron pipe found; thence

6. North 39° 02' 37" East, 235.00 feet to a point; thence binding on the southerly line of a 15 feet wide widening strip as shown on said plat recorded in Liber 1414 at Folio 324, and with the southerly side of Hanover Road

7. South 50° 57' 23" East, 50.14 feet to a point; thence

8. 73.62 feet along the arc of a curve deflecting to the left having a radius of 281.60 feet and a chord bearing and distance of South 58° 26' 46" East 73.41 feet to a point; thence

9. 144.17 feet along the arc of a curve deflecting to the left having a radius of 667.00 feet and a chord bearing and distance of South 72° 07' 41" East 143.89 feet to a point; thence leaving said road and binding on a part of the sixth line of said deed recorded in Liber 597 at Folio 264, as now surveyed, and on land now or formerly of Emil D. Uibel, et ux, (Liber 2062, Folio 543)

10. South 16° 32' 17" West, 582.86 feet to a point, passing in transit an iron pipe found at the end of 3.60 feet; thence binding on all of the seventh line described in said Liber 597 at Folio 264, as now surveyed, and on land now or formerly of Charles William Gallager, et ux, (Liber 758, Folio 170) and Claude Gerard, et ux, (Liber 2478, Folio 573)

11. South 76° 09' 27" West, 666.71 feet to an iron pipe found; thence

12. South 76° 51' 09" West, 298.82 feet to the point of beginning. Containing 623,845 square feet or 14.3215 acres of land.

And, also, that certain 15' widening strip along Hanover Road more fully shown on that plat prepared by Shives & Wimmer, Inc. dated June 27, 1960 and recorded among the Land Records of Anne Arundel County at Liber 1414, folio 339.

Being all of that property, which by deed dated October 10, 1989 and recorded among the Land Records of Anne Arundel County at Liber 4950, folio 555, was granted and conveyed by Edna L. Carder to Carder Property Limited Partnership.

SUBJECT to any and all easements, rights of way and covenants of record or imposed by law.

11/20/89 549 160 279324

INDEMNITY FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF Anne Arundel

NOT SUBJECT TO
RECORDATION TAX

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

1. Debtor:

Clinton Nursing Home
Limited Partnership

Address:

9106 Pineview Lane
Clinton, Maryland 20735
and
7779 New York Lane
Glen Burnie, Maryland 21061

2. Secured Party:

Equitable Bank, National
Association

Address:

100 South Charles Street
Baltimore, Maryland 21201
Attn: Healthcare Banking
Department

OK

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitutions for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) All of the Debtor's partnership assets and property;

P/C

(c) 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 as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land; and

(d) All documents, instruments, general intangibles, chattel papers, contract rights and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

4. The aforesaid items are included as security in an Indemnity Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Leigh T. Howe and Maria W. Taylor, Trustees, and recorded or intended to be recorded among the land records of Prince George's County, Maryland.

5. Proceeds of collateral are covered hereunder.

6. The land is more particularly described in Exhibit A attached hereto.

Debtor:

CLINTON NURSING HOME LIMITED PARTNERSHIP, a Maryland limited partnership

By: LAG Associates Limited Partnership, General Partner

By: _____
Gary L. Attman (Name)
General Partner (Title)

Dated: November 22, 1989

7105-178
11/7/89
financing.indem.partnership

BOOK 549 PAGE 162

EXHIBIT A

PROPERTY DESCRIPTION

Lot 12, Block G, as shown on a Plat entitled "LOT 12, BLOCK G, A RESUBDIVISION OF LOTS 5, 6 AND 7, BLOCK G, CLINTON GARDENS," which Plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book NLP No. 121, folio 93.

RETURN TO
EXECUTIVE TITLE GROUP, LTD
& RESOURCE CT.
Suite 105
Mail to Balto MD 21208

11/20/89 LIBER 549 PAGE 163 279325

FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF Anne Arundel County

RECORDATION TAX ON THE PRINCIPAL AMOUNT OF $1,200,000 HAS BEEN PAID ON THE DEED OF TRUST RECORDED IN THE LAND RECORDS OF PRINCE GEORGE'S COUNTY

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

1. Debtor:

Clinton Nursing Home Limited Partnership

Address:

9106 Pineview Lane
Clinton, Maryland 20735
and
7779 New York Lane
Glen Burnie, Maryland 21061

2. Secured Party:

Equitable Bank, National Association

Address:

100 South Charles Street
Baltimore, Maryland 21201
Attn: Healthcare Banking Department

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles 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, light-

ing and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitutions for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) All of the Debtor's partnership assets and property;

(c) 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 as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land; and

(d) All documents, instruments, general intangibles, chattel papers, contract rights and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

4. The aforesaid items are included as security in a Second Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Leigh T. Howe and Maria W. Taylor, Trustees, and recorded or intended to be recorded among the land records of Prince George's County, Maryland.

5. Proceeds of collateral are covered hereunder.

6. The land is more particularly described in Exhibit A attached hereto.

Debtor:

CLINTON NURSING HOME LIMITED PARTNERSHIP, a Maryland limited partnership

By: LAG Associates Limited Partnership, General Partner

By: _____
Gary L. Attman (Name)
General Partner (Title)

Dated: November 22, 1989

7105-178
financing.partnership

EXHIBIT A

PROPERTY DESCRIPTION

Lot 12, Block G, as shown on a Plat entitled "LOT 12, BLOCK G, A RESUBDIVISION OF LOTS 5, 6 AND 7, BLOCK G, CLINTON GARDENS," which Plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book NLP No. 121, folio 93.

RETURN TO
EXECUTIVE TITLE GROUP
& RESERVOIR CI
Suite 105
Balto MD
21208

Mail to

FINANCING.CORPORATION
7105-178
11/9/89

549 167 279326

FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF Anne Arundel County

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

1. Debtor:

Pineview Extended Care Centre, Inc.

Address:

9106 Pineview Lane
Clinton, Maryland 20735
and
7779 New York Lane
Glen Burnie, Maryland 21061

2. Secured Party:

Equitable Bank, National Association

Address:

100 South Charles Street
Baltimore, Maryland 21201
Attn: Healthcare Banking Department

3. This Financing Statement covers:

(a) Receivables. All of the Debtor's (i) accounts, both now owned and hereafter acquired, together with (A) all cash and non-cash proceeds thereof, and (B) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an Account and all cash and non-cash proceeds and products of all such goods; (ii) chattel paper, both now owned and hereafter existing, acquired or created, together with (A) all monies due and to become due thereunder, (B) all cash and non-cash proceeds thereof, and (C) all returned, rejected or repossessed goods, the sale or lease of which shall have given rise to chattel paper and all cash and non-cash proceeds and products of all such goods; (iii) 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, chattel paper and all cash and non-cash proceeds thereof; (iv) instruments (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents), both now owned and hereafter acquired, together with (A) all monies due and to become due thereunder and all rights

incident thereto, (B) all cash and non-cash proceeds thereof, and (C) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an Instrument and all cash and non-cash proceeds and products of all such goods; and (v) general intangibles, both now owned and hereafter acquired, together with (A) all monies due and to become due thereunder and all rights incident thereto, (B) all cash and non-cash proceeds thereof, and (C) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to a general intangible and all cash and non-cash proceeds and products of all such goods. The security interest of the Secured Party hereunder in receivables shall not be limited in any way by assignment to the Secured Party of a specific receivable or of groups of receivables. Regardless of whether or not they are specifically assigned, all of the receivables are intended to be a part of the collateral.

(b) Inventory. All of the Debtor's inventory, wherever located, both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

(c) Equipment. All of the Debtor's equipment, both now owned or hereafter acquired.

(d) Books and Records. All of the Debtor's books, records and data processing materials in any form (including software, tapes, disks and the like) describing or in any manner relating to the Debtor's business and/or any or all of the collateral, wherever located, whether now owned or hereafter acquired or created.

4. The aforesaid items are included as security in a Revolving Credit Financing and Security Agreement of even date herewith from the Debtor to the Secured Party.

5. Proceeds of collateral are covered hereunder.

Debtor:

PINEVIEW EXTENDED CARE CENTRE, INC.

By: _____
Gary R. Ahman, Vice President

Dated: November 22, 1989

RETURN TO
EXECUTIVE TITLE GROUP
8 REISTERSTOWN CT.
Suite 105
BALTO MD
21208

Mail to

(3)

BOOK 549 PAGE 169

GFD/11-22-89
4861M

279369

FINANCING RECORDS-ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax

FINANCING STATEMENT

1. Debtor:

WHITE ROCKS LIMITED PARTNERSHIP

Address:

c/o Dennis C. Blaeuer
White Rocks Yachting Center
1402 Colony Road
Annapolis, Maryland 21403

2. Secured Party:

FIRST ANNAPOLIS SAVINGS BANK, FSB

Address:

Attn: T. Gordon Shannonhouse
2024 West Street
Annapolis, Maryland 21401

RECORD FEE 26.00
POSTAGE .50
[illegible] 004 T00:47

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 tow motors, fuel pumps, pilings, piers, docks, boats fire fighting equipment, life saving equipment, motors, elevators, fittings, radiators, gas ranges, iceboxes, 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

Rec'd 12/12/89

(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

CLERK OF THE CIRCUIT COURT
ANNE ARUNDEL COUNTY

24.00

due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

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

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

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

4. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits dated December 7, 1989, given by the Debtor to Bruce Harris, and James C. Oliver, 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 and Dennis C. Blaeuer to the Secured Party.

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

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

Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

WHITE ROCKS LIMITED PARTNERSHIP, a Maryland limited partnership

By: White Rocks, Inc., general partner

by: _____ (SEAL)
Dennis C. Blaeuer, President

SECURED PARTY:

FIRST ANNAPOLIS SAVINGS BANK, FSB

By: _____ (SEAL)
Title: E.V.P.

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

Bruce Harris, Esq.
Frank, Bernstein, Conaway & Goldman
Suite 1900
300 East Lombard Street
Baltimore, Maryland 21202

GFD/11-22-89
4861M

BOOK 549 PAGE 172

EXHIBIT A

Description of Property

ALL OF THAT LAND situate and lying in Anne Arundel County, Maryland and described as follows:

EXHIBIT A BOOK 549 PAGE 173

DESCRIPTION OF WHITE ROCKS MARINA, ROCK CREEK, PASADENA, MARYLAND 21122 K/A 1402 Colony Road, Parcel 21, Block 5, Pasadena, Anne Arundel County.

PARCEL ONE

BEGINNING for the same at a large iron pipe found at the end of the North 44 degrees 19 minutes West 81.25 foot line of the conveyance by Henry Kolb and wife to James P. Sanders by Deed dated October 11, 1938, and recorded in Liber J.H.H. NO. 191, folio 223, of the Land Records of Anne Arundel County, Maryland, thence running with the lines of said conveyance North 67 degrees 33 minutes East 16.7 feet to an iron pipe; thence running North 23 degrees 24 minutes West 643.16 feet to an iron pipe found on the shore line of Rock Creek; thence running with the shore line of Rock Creek the following 8 courses and distances; South 80 degrees 20 minutes West 128.12 feet, South 75 degrees 39 minutes West 342.35 feet, South 35 degrees 46 minutes West 128.5 feet, South 41 degrees 26 minutes East 39.6 feet, North 42 degrees 30 minutes East 101.5 feet, South 59 degrees 23 minutes East 49.2 feet, South 27 degrees 32 minutes East 81.5 feet, and South 19 degrees 51 minutes East 102.35 feet to a pipe on the shore line of said Creek, a corner boundary of Orion S. Meek; thence leaving the shore line of said Rock Creek and running with the lands of said Meek and others and with the outlines of the whole tract, South 52 degrees 14 minutes East 54.0 feet to a nail found in the base of a marked black gum tree; thence running South 48 degrees 30 minutes East 234.7 feet to an iron pipe now set; thence running South 46 degrees 50 minutes East 240.2 feet to an iron pipe now set; thence running South 43 degrees 45 minutes East 137.23 feet to an iron pipe now set on the Northwestern side of the County Road leading to "Tar Cove", thence leaving the outlines and running across the end of the road leading into Sanders Park, South 81 degrees 54 minutes East 53.25 feet to an iron pipe set now on the Northeastern side of said County Road, distant North 43 degrees 17 minutes West 25.0 feet from an iron pipe found at the beginning of the South 43 degrees 17 minutes East 690 foot line of the conveyance by James P. Sanders and Wife to George L. Schnader by Deed dated July 9, 1945, and recorded in Liber J.H.H. No. 333, folio 473, etc.; thence leaving said County Road and running with the Northwest side of the 25 foot private road mentioned in said Deed by Sanders to Schnader, North 46 degrees 43 minutes East 162.63 feet to an iron pipe now set in the outlines of said conveyance by Kolb to Sanders; thence running with the outlines, North 38 degrees 33 minutes West 62.47 feet to an iron pipe and North 44 degrees 19 minutes West 81.25 feet to the place of beginning.

Containing 6.78 acres, more or less, according to a survey and plat made by Edward Hall, III & Associates, Registered Land Surveyors, in July, 1953.

PARCEL TWO

BEGINNING for the same at an iron pipe found on the old shore line of Rock Creek; thence running North 80 degrees 20 minutes 00 seconds West 128.12 feet, North 75 degrees 29 minutes West 342.35 feet, thence reversely along the bulkhead, North 66 degrees 06 minutes 21 seconds East 460.54 feet to a point; thence South 23 degrees 24 minutes 00 seconds East to the place of beginning.

PARCEL THREE

BEGINNING for the same at a point on the bulkhead which point is the most northern point of the aforesaid North 75 degrees 39 minutes West 342.35 foot call, thence running along

the said bulkhead South 66 degrees 06 minutes 21 seconds West 130 feet to a point; thence leaving said bulkhead South 41 degrees 26 minutes 00 seconds approximately 71 feet to a point; thence along the old shore line of Rock Creek, North 35 degrees, 46 minutes 00 seconds East 128.50 feet to the place of beginning.

BEING the same property described in a Confirmatory Deed dated December 13, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3679, folio 277 from Marine Properties, Inc. unto the Grantor herein.

549 PAGE 175

(7)

GFD/11-22-89
4861M

279370

FINANCING RECORDS-ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax

FINANCING STATEMENT

RECEIPT# 20855 FO4 7:00:4P
12/12/89
M. DALE SCHAFER
AA CO. CIRCUIT COURT
CK
RECORD FEE 26.00
POSTAGE .50

1. Debtor:		Address:
	WHITE ROCKS LIMITED PARTNERSHIP	c/o Dennis C. Blaeuer White Rocks Yachting Center 1402 Colony Road Annapolis, Maryland 21403
2. Secured Party:		Address:
	FIRST ANNAPOLIS SAVINGS BANK, FSB	Attn: T. Gordon Shannonhouse 2024 West Street Annapolis, Maryland 21401

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 tow motors, fuel pumps, pilings, piers, docks, boats fire fighting equipment, life saving equipment, motors, elevators, fittings, radiators, gas ranges, iceboxes, 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

26.00
.50

due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

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

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

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

4. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits dated December 7, 1989, given by the Debtor to Bruce Harris, and James C. Oliver, 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 and Dennis C. Blaeuer to the Secured Party.

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

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

GFD/11-22-89
4861M

Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

WHITE ROCKS LIMITED PARTNERSHIP, a Maryland limited partnership

By: White Rocks, Inc., general partner

by: _____ (SEAL)
Dennis C. Blaeuer, President

SECURED PARTY:

FIRST ANNAPOLIS SAVINGS BANK, FSB

By: _____ (SEAL)
Title: E.V.P.

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

Bruce Harris, Esq.
Frank, Bernstein, Conaway & Goldman
Suite 1900
300 East Lombard Street
Baltimore, Maryland 21202

GFD/11-22-89
4861M

BOOK 549 PAGE 178

EXHIBIT A

Description of Property

ALL OF THAT LAND situate and lying in Anne Arundel County, Maryland and described as follows:

EXHIBIT A

BOOK 549 PAGE 179

DESCRIPTION OF WHITE ROCKS MARINA, ROCK CREEK, PASADENA, MARYLAND 21122 K/A 1402 Colony Road, Parcel 21, Block 5, Pasadena, Anne Arundel County.

PARCEL ONE

BEGINNING for the same at a large iron pipe found at the end of the North 44 degrees 19 minutes West 81.25 foot line of the conveyance by Henry Kolb and wife to James P. Sanders by Deed dated October 11, 1938, and recorded in Liber J.H.H. NO. 191, folio 223, of the Land Records of Anne Arundel County, Maryland, thence running with the lines of said conveyance North 67 degrees 33 minutes East 16.7 feet to an iron pipe; thence running North 23 degrees 24 minutes West 643.16 feet to an iron pipe found on the shore line of Rock Creek; thence running with the shore line of Rock Creek the following 8 courses and distances; South 80 degrees 20 minutes West 128.12 feet, South 75 degrees 39 minutes West 342.35 feet, South 35 degrees 46 minutes West 128.5 feet, South 41 degrees 26 minutes East 39.6 feet, North 42 degrees 30 minutes East 101.5 feet; South 59 degrees 23 minutes East 49.2 feet, South 27 degrees 32 minutes East 81.5 feet, and South 19 degrees 51 minutes East 102.35 feet to a pipe on the shore line of said Creek, a corner boundary of Orion S. Meek; thence leaving the shore line of said Rock Creek and running with the lands of said Meek and others and with the outlines of the whole tract, South 52 degrees 14 minutes East 54.0 feet to a nail found in the base of a marked black gum tree; thence running South 48 degrees 30 minutes East 234.7 feet to an iron pipe now set; thence running South 46 degrees 50 minutes East 240.2 feet to an iron pipe now set; thence running South 43 degrees 45 minutes East 137.23 feet to an iron pipe now set on the Northwestern side of the County Road leading to "Tar Cove", thence leaving the outlines and running across the end of the road leading into Sanders Park, South 81 degrees 54 minutes East 53.25 feet to an iron pipe set now on the Northeastern side of said County Road, distant North 43 degrees 17 minutes West 25.0 feet from an iron pipe found at the beginning of the South 43 degrees 17 minutes East 690 foot line of the conveyance by James P. Sanders and Wife to George L. Schnader by Deed dated July 9, 1945, and recorded in Liber J.H.H. No. 333, folio 473, etc.; thence leaving said County Road and running with the Northwest side of the 25 foot private road mentioned in said Deed by Sanders to Schnader, North 46 degrees 43 minutes East 162.63 feet to an iron pipe now set in the outlines of said conveyance by Kolb to Sanders; thence running with the outlines, North 38 degrees 33 minutes West 62.47 feet to an iron pipe and North 44 degrees 19 minutes West 81.25 feet to the place of beginning.

Containing 6.78 acres, more or less, according to a survey and plat made by Edward Hall, III & Associates, Registered Land Surveyors, in July, 1953.

PARCEL TWO

BEGINNING for the same at an iron pipe found on the old shore line of Rock Creek; thence running North 80 degrees 20 minutes 00 seconds West 128.12 feet, North 75 degrees 29 minutes West 342.35 feet, thence reversely along the bulkhead, North 66 degrees 06 minutes 21 seconds East 460.54 feet to a point; thence South 23 degrees 24 minutes 00 seconds East to the place of beginning.

PARCEL THREE

BEGINNING for the same at a point on the bulkhead which point is the most northern point of the aforesaid North 75 degrees 39 minutes West 342.35 foot call, thence running along

the said bulkhead South 66 degrees 06 minutes 21 seconds West 130 feet to a point; thence leaving said bulkhead South 41 degrees 26 minutes 00 seconds approximately 71 feet to a point; thence along the old shore line of Rock Creek, North 35 degrees, 46 minutes 00 seconds East 128.50 feet to the place of beginning.

BEING the same property described in a Confirmatory Deed dated December 13, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3679, folio 277 from Marine Properties, Inc. unto the Grantor herein.

MDR 549 PAGE 181

279371

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)

Merksamer Jewelers, a California Corp.
d/b/a Merksamer Jewelers
2101 Hurley Way, Suite 200
Sacramento, California 95825

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

GENERAL ELECTRIC CAPITAL CORPORATION
1020 Marsh Road, No. 200
Menlo Park, California 94025

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

RECORD FEE 12.00
POSTAGE .50
MAT 0SO C237 ROL TIC 12:29
12/12/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

See Attached Schedule I

Local Address: Marley Station
7900 Governor Ritchie Hwy. sp A-211
Glen Burnie, MD 21061

Amount of Debt - $709,827.00

Recordation tax in the amount of $2,341.45 was paid to the Maryland State Dept. of Assessments & Taxation on 12-5-89.

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:
County Clerk of Anne Arundel County

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented: 1

Merksamer Jewelers

By: Samuel A. Merksamer — Pres.
Signature(s) of Debtor(s) — Title

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____ _____
Signature(s) of Secured Party(ies) — Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1. (For Use In Most States)

12 00
32

BOOK 549 PAGE 182

Schedule I

All the debtor's right, title and interest, whether now owned or hereinafter acquired, in, to or under all the debtor's equipment, fixtures, general intangibles, tangible personal property, contracts, accounts, contract rights, inventory, securities, real property, deposit accounts and all other tangible or intangible property, including, without limitation, all accessions to and products of the property described herein. All terms used herein and defined in the Uniform Commercial Code are used as defined in the Uniform Commercial Code.

BOOK 549 PAGE 183

279372

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐ YES ☒ NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 11-30-1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:	Check the box indicating the kind of statement. Check only one box.
Belkov Yacht Carpentry Company **127 Severn Avenue** **Annapolis, MD 21403**	(**X**) ORIGINAL FINANCING STATEMENT ( ) CONTINUATION ORIGINAL STILL EFFECTIVE ( ) AMENDMENT ( ) ASSIGNMENT ( ) PARTIAL RELEASE OF COLLATERAL ( ) TERMINATION
Name and address of Secured Party **Bay National Bank** **2661 Riva Road** **Annapolis, MD 21401**	Name and address of Assignee
Date of maturity, if any	Check if proceeds/products of collateral are covered (**X**)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

If the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt: $_____

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

Describe Real Estate if applicable:

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

( ) already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or

( ) which is proceeds of the original collateral described above in which a security interest was perfected.

Belkov Yacht Carpentry Company	**Bay National Bank**
Larry P. Belkov, President	**Signature of Secured Party** John J. Feldman, III

EDV 549 PAGE 154

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. 270190

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 204 (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.

RECORD FEE 10.00
POSTAGE .50
0430 C777 R03 T14:10
12/12/89
HERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: November 21, 1989

FIRST AMERICAN BANK OF MARYLAND

By: _____
Scott C. Nicholson
XX Vice President

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Please return to:

15.50

BOOK 549 PAGE 155

279373

MARYLAND NATIONAL BANK

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of _____.

2. ■ To Be Recorded among the Financing Statement Records of Anne Arundel County, Maryland, Queen Anne's County, Maryland and with the Maryland State Department of Assessments and Taxation.

3. ☐ Not subject to Recordation Tax.

4. ■ Recordation Tax has been paid on the principal amount of $ 1,800,000 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel and Queen Anne's County, Maryland.

5. Debtor(s) Name(s):

PASQUALE DIDONATO
ANGELINA DIDONATO

Address(es):

Route 1, Box 151-B
Queenstown, Maryland 21658

RECORD FEE 26.00
POSTAGE .50
#638460 C237 R02 T10:31
12/13/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

6. Secured Party:
MARYLAND NATIONAL BANK
Attention: David C. Little

Address: Real Estate and Mortgage Division
10 Light Street
19th Floor
Baltimore, Maryland 21202

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 8, 19 89 from Debtor(s) to Margaret D. Kirmil and Constance M. Creamer, Trustees (the Deed of Trust), all property being located in Anne Arundel County and Queen Anne's County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

Debtor(s):

_____ (SEAL)
Pasquale DiDonato

_____ (SEAL)
Angelina DiDonato

Secured Party:
MARYLAND NATIONAL BANK

By: _____ (SEAL)

David C. Little, Real Estate Lending Officer
Type name and title

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

26.00
12

853-8 ED 1/85

PROPERTY DESCRIPTION

ALL those lots or parcels of land located in the Anne Arundel County and Queen Anne's County, State of Maryland, and more particularly described as follows:

QUEEN ANNE'S COUNTY PROPERTY

BEGINNING for the same at a concrete monument found at the intersection of the division line between the lands of Albert J. Miller, Sr. (see C.W.C. 87/47) and the herein described lands with the northeasternmost right-of-way line of Maryland Route 18, a 40 foot wide right-of-way at this point.

THENCE leaving said beginning point so fixed and Maryland Route 18 and binding on the aforesaid division line between the Miller lands and the herein described lands North 26 degrees 38 minutes 42 seconds East 351.88 feet to a concrete monument found thence still with the Miller lands, the lands of Aenna E. Cole (see M.W.M. 294/735) the lands of John J. Jones (see C.W.C. 31/115) and the herein described lands, North 72 degrees 03 minutes 38 seconds West 254.87 feet to an iron pipe found at the intersection of the division line between the aforesaid Jones lands, the lands of Gerald W. Hoxter (see M.W.M. 212/563) and the herein described lands.

THENCE leaving the Jones lands and binding on the division line between the Hoxter lands, the lands of Roger L. Dye (see M.W.M. 196/583) North 22 degrees 47 minutes 40 seconds East 293.40 feet to an iron rod set and North 67 degrees 15 minutes 10 seconds West 144.93 feet to an iron rod set on the southeasternmost right-of-way line of Piney Creek Road, a 30 foot wide right-of-way at this point.

THENCE, leaving the Dye lands and binding on said right-of-way North 37 degrees 46 minutes 30 seconds East 29.11 feet to an iron rod set at the intersection of the aforesaid Piney Creek Road right-of-way with the southern right-of-way of US Route 50/301.

THENCE, leaving Piney Creek Road and binding on the right-of-way line of US Route 50/301 South 67 degrees 35 minutes 55 seconds East 653.91 feet to an iron rod set North 03 degrees 13 minutes 29 seconds West 30.06 feet to an iron rod set and South 67 degrees 35 minutes 55 seconds East 85.97 feet to an iron rod set at the intersection of the division line between the lands of Carico Associates (see M.W.M. 264/293) and the herein described lands with the aforesaid right-of-way line.

THENCE, leaving US Route 50/301 and binding on the division line between the Carico Associates lands and the herein described lands the three following courses and distances: South 22 degrees 24 minutes 25 seconds West 194.76 feet to an iron rod set, South 65 degrees 29 minutes 35 seconds East 157.61 feet to an iron rod set and South 52 degrees 28 minutes 03 seconds East 65.06 feet to an iron rod set on the westernmost right-of-way line of Cheslou Lane, a 50 foot wide right-of-way.

THENCE, leaving Carico Associates lands and binding on Cheslou Lane, South 17 degrees 04 minutes 16 seconds West 136.47 feet to a concrete monument found at the intersection of the division line between the lands of Robert M. Smith (see M.W.M. 200/180) and the herein described lands with the aforesaid right-of-way line of Cheslou Lane.

THENCE, leaving Cheslou Lane and binding on the division line between the Smith lands and the herein described lands, North 65 degrees 29 minutes 54 seconds West 152.19 feet to a point at the intersection of the division line between the Smith lands, the lands of Marion A. Quimby (see T.S.P. 69/163) and the herein described lands.

THENCE, leaving the Smith lands and binding on the division line between the Marion A. Quimby lands, the lands of Willard H. Jones (see T.S.P. 3/526) and the herein described lands North 63 degrees 18 minutes 08 seconds West 333.20 feet to an iron pipe found, North 72 degrees 03 minutes 28 seconds West 35.88 feet to an iron rod set and South 26 degrees 38 minutes 42 seconds West 373.49 feet to an iron rod set at the intersection of the division line between the Jones lands and the herein described lands with the aforementioned northeasternmost right-of-way line of Maryland Route 18.

THENCE, leaving the Willard H. Jones lands and binding on said right-of-way line North 47 degrees 45 minutes 48 seconds West 51.91 feet to the place of beginning, containing in all 5.49 acres of land, more or less, as described by McCrone, Inc., Registered Professional Engineers and Land Surveyors in November of 1989, from a plat entitled "Plat of the lands of Pasquale DiDonato and Mareen D. Waterman" recorded among the land record books for Queen Anne's County, Maryland in Liber M.W.M. 322, folio 784, and being all of that conveyance from Mareen D. Waterman and Marian R. Waterman, his wife, to Pasquale DiDonato and Angelina DiDonato by deed dated February 14, 1989, recorded among the land record books for Queen Anne's County, Maryland in Liber M.W.M. 322, folio 415 and further being all of that conveyance from Mareen D. Waterman and Marian R. Waterman, his wife, party of the first part, and Waterman, Inc., party of the second part to Pasquale DiDonato and Angelina DiDonato, his wife, parties of the third part by deed dated October 23, 1986 and recorded among the land record books for Queen Anne's County, Maryland in Liber M.W.M. 264, folio 191.

BEING also all that property which by Confirmatory Deed dated December 4, 1989 and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto, was granted and conveyed unto Pasquale DiDonato and Angelina DiDonato, his wife, by Mareen E. Waterman and Marian R. Waterman, and Waterman, Inc., a Maryland Corporation.

PROPERTY DESCRIPTION

ANNE ARUNDEL COUNTY PROPERTY

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 southwestermost 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.

39666

FC/AA.

BOOK 549 PAGE 186

(DISC: CROFTON)
10578-1056

279374

To Be Recorded In:

X Financing (Chattel) Records - Anne Arundel County, Maryland

___ Financing (Chattel) Records - Prince George's County, Maryland

___ Financing (Chattel) Records - State Department of Assessments and Taxation of Maryland

NOTE: The principal amount of the debt secured hereby is: **$2,152,000.00**. However, this Financing Statement is not subject to recordation tax. 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:

CROFTON DEVELOPERS II, LIMITED PARTNERSHIP

Address:

9500 Annapolis Road
Suite A-5
Lanham, Maryland 20706

2. Secured Party:

SOVRAN BANK/MARYLAND

Address:

6610 Rockledge Drive
Bethesda, Maryland 20817

3. Trustee:

ALICE A. STEELY
RICHARD J. HAJJAR

Address:

6610 Rockledge Drive
Bethesda, Maryland 20817

RECORD FEE 18.00
POSTAGE CK .50
#331200 C055 A04 T14:38
12/13/89
H. ERLE SCHAFER
AA CO CIRCUIT COURT

4. This Financing Statement covers:

(a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensors, machinery, walks,

18 00
10

fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, 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, whether affixed, annexed or not (the "Fixtures");

(c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any 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 Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

(d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;

(e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;

(f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;

(g) 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, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;

(h) All leases of the Land and the Improvements 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 lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;

(i) All of 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 Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other 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 all proceeds thereof; and

(j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.

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 Land is 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 interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.

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

DEBTOR:

CROFTON DEVELOPERS II, LIMITED PARTNERSHIP

BY: SHC REAL ESTATE CORPORATION, General Partner

By: _____ (SEAL)
Stanley S. Halle, President

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

Patrick F. Greaney, Esquire
Miles & Stockbridge
22 West Jefferson Street
Rockville, Maryland 20850

EXHIBIT A

Lot numbered 2-A in the subdivision known as "Revised Plat, 2-A and 2-B, Section 1, Plat 1, CROFTON INDUSTRIAL AND OFFICE PARK" as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Liber 4515 at folio 639 and in Plat Book 117 plats 6 and 7.

FOOT 549 PAGE 187

TO BE FILED WITH THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 511 Page No. 204

Identification No. 267205 Dated 4-29-87

1. **Debtor(s):** BWI ASSOCIATES LIMITED PARTNERSHIP
6921 Baltimore/Annapolis Blvd.
Baltimore, MD 21225

2. **Secured Party:** FIRST AMERICAN BANK OF MARYLAND
2001 Davidsonville Road
Crofton, Maryland 21114

RECORD FEE 10.00
POSTAGE .50
#638520 C23T R02 T10:51
12/13/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. **Maturity Date (if any):**

4. **Check Applicable Statement:**

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

Dated: December __, 1989

FIRST AMERICAN BANK OF MARYLAND

By: _____
Donald D. Howard, Vice President

Return to: Ellen L.S. Koplow, Esquire
Levan, Schimel, Richman, Belman,
Abramson & Scanlan, P.A.
Woodmere I, Suite 400
9881 Broken Land Parkway
Columbia, MD 21046

28TX0554.sls
120-31

PLEASE RETURN TO:
LAWYERS TITLE INSURANCE CORPORATION
114 E. LEXINGTON ST., 3rd FLR.
BALTIMORE, MD 21202
301 - 539 - 3212
89-1148 NDS

10 00

BOOK 549 PAGE 188

279375

☐ TO BE RECORDED IN LAND RECORDS

☒ NOT TO BE

☐ SUBJECT TO

☒ NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF $_____

FINANCING STATEMENT

1. Debtor(s): BWI Associates Limited Partnership
6921 Baltimore Annapolis Blvd.
Baltimore, MD 21225

2. Secured Party: First American Bank of Maryland
2001 Davidsonville Road
Crofton, Maryland 21114

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

All Debtors rights in and to payment under a contract between Anne Arundel County, Maryland and BWI Associates Limited Partnership, dated April 1, 1986, for construction of sewerage facilities.

All Debtors right, title and interest in and to that certain Amended and Restated Management Agreement by and between BWI Associates Limited Partnership and Whitehall Management Group, Ltd.

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

RECORD FEE 14.00
POSTAGE .50
A#8540 C237 R02 T10:52
12/13/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR(S):

BWI ASSOCIATES LIMITED PARTNERSHIP

By: _____
James D. Heatwole, General Partner

By: _____
Nathan H. Miller, General Partner

TO BE FILED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

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

Ellen L.S. Koplow, Esquire
Levan, Schimel, Richman, Belman,
Abramson & Scanlan, P.A.
Woodmere I - Suite 400
9881 Broken Land Parkway
Columbia, MD 21046

28TX0552.sls
120-31

PLEASE RETURN TO:
LAWYERS TITLE INSURANCE CORPORATION
114 E. LEXINGTON ST., 3rd FLR.
BALTIMORE, MD 21202
301 - 539 - 3212
89-1148 NDS

14.00
30

STATE OF MARYLAND

BOOK 549 PAGE 189

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279376

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 223000.00

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 OPTIC GRAPHICS INCORPORATED

Address 101 Dover Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name GRAPHIC ARTS LEASING, LTD.

Address 226 North Avenue, New Rochelle, NY 10801

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

RECORD FEE 33.00
RECORD TAX CK 1561.00
POSTAGE .50
#531920 C777 R03 T09:29
12/14/89

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee
SEQUA FINANCIAL CORPORATION
420 Lexington Avenue
New York, NY 10170

H. ERLE SCHAFER
CLERK CIRCUIT COURT
ANNE

'ALL MACHINERY EQUIPMENT INVENTORY ACCOUNTS RECEIVABLE GOODS FIXTURES AND ASSETS AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT &/OR ANY SCHEDULE PREPARED IN CONNECTION THEREWITH THIS U.C.C FORM TOGETHER WITH ATTACHED AGREEMENTS &/OR SCHEDULES ARE BEING SUBMITTED FOR FILING HEREWITH AS A FINANCING STATEMENT

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

_____
(Signature of Debtor)

OPTIC GRAPHICS INCORPORATED
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

Type or Print Above Signature on Above Line

_____ A/A
(Signature of Secured Party)

GRAPHIC ARTS LEASING, LTD.
Type or Print Above Signature on Above Line

17 1561 . 50

EQUIPMENT LEASE

GRAPHIC ARTS LEASING, LTD. ("LESSOR")

226 NORTH AVENUE
NEW ROCHELLE, NEW YORK 10801

LEASE NO. _____

BOOK 549 PAGE 190

NAME AND PRINCIPAL ADDRESS OF "LESSEE"

Optic Graphics Incorporated
101 Dover Road
Glen Burnie, Maryland 21061

Attention: David A. Kinlein

NAME OF SUPPLIER/VENDOR (GIVE COMPLETE ADDRESS)

Opti-Copy, Inc.
10930 Lackman Road
Lenexa, Kansas 66219

Attention: William Lewis

THIS IS A BUSINESS, NOT A CONSUMER LEASE

EQUIPMENT DESCRIPTION:

See Schedule A hereto attached and made part thereof.

LOCATION OF EQUIPMENT (if other than LESSEE's ADDRESS)
ADDRESS:
CITY:
COUNTY:
STATE:

ADVANCE RENT	SECURITY DEPOSIT	DOCUMENTATION/ SEARCH FEE
$ 4,295.90 First Only	$ -0-	$ 100.00

FOR INITIAL TERM OF LEASE					AFTER INITIAL TERM
LEASE TERM	EFFECTIVE DATE OF LEASE	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	AMOUNT OF EACH RENT PAYMENT	RENEWAL RENT
Sixty MONTHS	& Start Date 12/7/89	$ 257,754.00 (Plus sales/use tax if applicable)	Sixty	$ 4,295.90 (Plus sales/use tax if applicable)	$ N/A (Plus sales/use tax if applicable)

NOTE: LESSEE GRANTS LESSOR THE AUTHORITY TO FILE THIS LEASE AS A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE WITH RESPECT TO ALL SECURITY INTERESTS CREATED HEREBY.

LEASE
TERMS AND CONDITIONS OF LEASE

1 Lessee requests Lessor to purchase the personal property specified above from the supplier named above. Lessor agrees to order such property from said supplier, but shall not be liable for specitic performance of this Lease or for damages it for any reason the supplier delays or fails to fill the order properly. Lessee shall accept such property upon delivery it, as between Lessee and Lessor, it is in a condition satisfactory to Lessee and on the date of such acceptance Lessee shall execute and deliver to Lessor a Certificate of Delivery and Installation in the form provided by Lessor; provided that if Lessee has not executed such a Certificate within 3 business days after delivery ot such property and has also not given Lessor written notice ot a detect in or other proper objection to such property within such 3 business days, it shall be conclusively presumed, as between Lessee and Lessor, that such property was delivered in good repair and that Lessee accepts it under this Lease. Lessee warrants and represents that no item of such property has been delivered to Lessee prior to the date ot Lessor's execution of this Lease. Lessee authorizes Lessor to add to this Lease or any schedule hereto the serial number ot each item of such property so delivered and accepted. Any delay in such delivery shall not atfect Lessee's obligations hereunder.

2 Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, subject to the terms and conditions set forth in this Lease, the personal property described in this Lease together with all parts, attachments, accessories, additions, modifications, substitutions, repairs, improvements and replacements ("Equipment"), for the term in this Lease, which term shall commence on the date of execution of this Lease.

3 Lessee shall pay as rent for the use of the Equipment the rental payment specified in this Lease, with the first such rental payment and any advance rent specified herein due on the oate ot execution of this Lease and a like rental payment, but not advance rent, due on each rent payment date specified above thereafter. In no event shall the first rental payment or advance rent be refunded to Lessee. All rent and other sums payable by Lessee to Lessor under the terms ol this Lease shall be paid to Lessor at Lessor's address specified herein unless otherwise specified by Lessor. Lessee agrees that Lessor may collect (x) a late charge of 1/15th of 1% per day on each rental payment which is in arrears, but not to exceed the maximum permitted by applicable law, from the date when such payment was due until paid, (y) all expenses of collection, including attorneys' tees and court costs, if any and (z) a one-time late charge, said charge to be the lesser of tive percent (5%) of the late rental payment and the maximum permissible under applicable law. In addition, Lessee shall pay to Lessor the sum of $ 10.00 for each telephone call made by Lessor or its representatives to Lessee regarding any such rental payment which is in arrears. Lessor is appointed by Lessee as Lessee's attorney-in-fact for the purpose of causing this Lease and any other instrument in respect of this Lease, including, without limitation, Uniform Commercial Code financing statements, vehicle titles and title applications, to be filed or recorded, and Lessee hereby grants Lessor the right to sign Lessee's name thereto. Lessee shall execute and deliver any instrument requested by Lessor for such purpose and, immediately upon demand by Lessor, shall pay or reimburse Lessor for any expense relating thereto.

4 This Lease shall be a net lease and Lessee acknowledges and agrees that Lessee's obligation to pay all rent due under this Lease, and the rights of Lessor in and to such rent, shall be absolute and unconditional and (to the fullest extent permitted by law) shall not be subject to any abatement, reduction, set-off, defense, counterclaim or recoupment ("Abatements") for any reason whatsoever, including, without limitation, Abatements due to any present or future claims of Lessee against the Lessor or any assignee of Lessor under this Lease or otherwise. Except as otherwise expressly provided in this Lease, this Lease shall not terminate, nor shall the obligations of Lessor or Lessee with respect to any item of Equipment subject to this Lease be affected, by reason of any defect in or damage to, or any loss or destruction of, any such item of Equipment from whatsoever cause, or the interference with the use thereot by any private person, corporation or governmental authority, or for any other cause, whether similar or dissimilar to the foregoing.

5 The Equipment is and will at all times remain the property of Lessor and Lessee shall have no right, title or interest therein except as set forth in this Lease. The Equipment shall at all times be and remain personal property, regardless of whether it be affixed to realty, and Lessee shall, upon Lessor's request, provide Lessor with the appropriate mortgagee's or landlord's waivers. Lessor shall have the right to display notice ol its ownership of the Equipment by affixing to each or any item ol Equipment an identifying stencil, plate or any other indicia of ownership.

6 The Equipment shall not be removed from the location specified above without the prior written consent of Lessor. Lessor shall have the right, upon reasonable prior notice to Lessee and during Lessee's regular business hours, to inspect the Equipment wherever the Equipment may be located. Upon termination of the Lease, the Equipment shall be returned, at Lessee's sole expense, to Lessor at such place as may be designated by Lessor. Should Lessee not return the Equipment at the end of the Lease term, the Lease term shall be automatically extended, pursuant to the terms and provisions of Section 17 hereof, for an additional Lease term of one (1) year. All of the terms and conditions of this Lease shall apply and be in full force and effect during any such additional Lease term. Lessor and its representatives shall have the right at any reasonable time to inspect the Equipment.

LESSOR MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT WHICH IS LEASED HEREUNDER AS-IS.

THE UNDERSIGNED AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING THOSE ON THE REVERSE SIDE HEREOF, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS LEASE. THIS LEASE IS NOT BINDING UPON LESSOR UNTIL WRITTEN ACCEPTANCE BY LESSOR AND ITS RECEIPT FROM LESSEE OF AN EXECUTED ACCEPTANCE OF INSTALLATION AND DELIVERY RECEIPT. LESSOR IS HEREBY AUTHORIZED TO ISSUE CONFIRMING PURCHASE ORDER(S) FOR EQUIPMENT DESCRIBED ABOVE.

DATE EXECUTED BY LESSEE: 12/5/89, 19__

THIS LEASE IS NON-CANCELLABLE

Optic Graphics Incorporated ("LESSEE")

BY: _____ Vice President
AUTHORIZED SIGNATURE TITLE

ACCEPTED THIS 7 DAY OF December, 1989

GRAPHIC ARTS LEASING, LTD. ("LESSOR")

BY: _____
AUTHORIZED SIGNATURE TITLE

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

ORIGINAL FOR FILING

GAL-1

TERMS AND CONDITIONS OF LEASE (CONTINUED)

7. Lessee will be solely responsible for installing and maintaining the Equipment and shall keep the Equipment in good mechanical and working condition and running order, normal wear and tear excepted. All parts, attachments, accessories, additions, modifications, repairs, improvements, substitutions and replacements made to or placed upon the Equipment shall become part of the Equipment and shall be and remain the property of Lessor. Lessee acknowledges that it has selected the Equipment and requested Lessor to purchase the same from the supplier selected by Lessee for leasing to the Lessee and that any default with respect to the performance of the Equipment shall not affect Lessee's duty to make all payments provided in this Lease, which duty is absolute and unconditional. Lessee agrees that the Equipment is of a design, size, fitness and capacity selected by Lessee and that Lessee is satisfied that the Equipment is suitable and fit for its intended purpose. (Lessor makes NO WARRANTIES, EXPRESS OR IMPLIED, including WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT OR IN CONNECTION WITH THIS LEASE OF THE EQUIPMENT. Lessee shall be entitled to the benefit of any manufacturer's warranty on the Equipment to the extent permitted by applicable law. Lessee shall look solely to such manufacturer for the enforcement of such warranty. Lessee shall comply with all of the conditions of such warranty imposed by the manufacturer. Lessee specifically waives all its rights to make claim against Lessor for breach of any warranty of any kind whatsoever. Lessee hereby acknowledges that the supplier of the Equipment is not a representative of Lessor. Lessee agrees to pay Lessor a lease documentation charge upon its acceptance hereof in the amount set forth on reverse side).

8. Lessee shall bear the entire risk of damage, loss, theft or destruction, partial or complete, of or to each item of Equipment from any cause whatsoever, and no such damage, loss, theft or destruction shall release Lessee from any of its obligations hereunder. Lessee shall promptly notify Lessor in writing of any such damage, loss, theft or destruction of or to any item of Equipment. Lessee shall, at its sole cost and expense, provide and maintain insurance against damage, loss, theft and destruction of or to each item of Equipment, for the full replacement value thereof, with companies satisfactory to Lessor, naming Lessor and its assigns as loss payee, the terms of such insurance policies to be acceptable to Lessor. Lessee shall also, at its sole cost and expense, obtain and maintain with insurance companies of recognized standing, public liability insurance for the protection of Lessor, Lessor's assigns and Lessee, as their interests may appear, in amounts of not less than $1,000,000, against claims for bodily injury, death or property damage arising out of the use, ownership, possession, operation or condition of the Equipment, the terms of such insurance policies to be acceptable to Lessor. Lessor and Lessor's assigns shall be named as additional insureds along with Lessee on all such liability policies. Each insurer shall agree by endorsement upon the policies issued by it, that it will give Lessor and its assigns thirty (30) days written notice before any such policies shall be altered or cancelled, and that no act or default of any person other than Lessor, its agents, or those claiming under Lessor, shall affect Lessor's right to recover under such policies in case of loss. Lessee shall deliver such policies or other evidence of insurance to Lessor. The failure of Lessee to secure or maintain such insurance shall constitute a default under this Lease. In the event of such default, Lessor may, but shall not be obligated to, obtain such insurance, and an amount equal to the cost of such insurance shall be deemed additional rent to be paid forthwith by Lessee. Notwithstanding any damage to or loss or destruction of the Equipment, Lessee shall continue to pay the rent provided under this Lease. Lessee shall, at Lessee's sole cost and expense, repair or replace with like equipment of comparable value such Equipment promptly after damage, loss, theft or destruction. As reimbursement to Lessee for any sum expended by Lessee in connection with the repair of such Equipment, Lessor shall assign to Lessee, to the extent of such sum, any and all right Lessor may have under insurance policies carried by Lessee with respect to such damage. Lessee hereby grants Lessor an irrevocable Power of Attorney to sign and file all insurance papers, forms, documents and negotiable instruments and to initiate and settle any and all claims for loss or damage to the Equipment and directs all insurance companies to make payment directly to Lessor.

9. Lessee shall pay all taxes (including, without limitation, sales, use and property taxes), governmental charges, fees, fines and penalties whatsoever on or relating to the Equipment or the use, sale, storage, possession, return, registration, rental, shipment, transportation, delivery or operation thereof, or otherwise arising out of or in connection with this Lease (other than federal or state net income taxes of Lessor, and on, or relating to, this Lease) and whether such obligation arises as the result of current law or hereafter enacted legislation, and shall file all returns required thereof. Upon demand, Lessee shall reimburse Lessor for any such taxes, governmental charges, fees, fines and penalties which Lessor may pay in connection with the Equipment or this Lease.

10. Lessee shall indemnify, defend, protect, and hold harmless Lessor and its successors, assigns, agents and employees from and against any and all losses, claims, liabilities, and expenses, including legal expenses, of any nature whatsoever, arising out of the use, condition, or operation of any item of Equipment, regardless of where, how and by whom operated, or otherwise arising out of or in connection with this Lease. Lessee shall, if the Lessor requests, assume the defense and settlement of any such suit or other legal proceeding brought to enforce all such losses, claims, liabilities and expenses, and shall immediately pay all judgments entered in any such suit or other legal proceeding. The obligations herein provided shall continue in full force and effect notwithstanding termination or expiration of this Lease. Lessee is an independent contractor, and nothing contained in this Lease shall authorize Lessee or any other person to operate any item of Equipment so as to incur or impose any liability or obligation for or on behalf of Lessor.

11. Lessor shall not be liable for any loss or damage whatsoever which is incurred, directly or indirectly, as a result of any cause whatsoever, direct or consequential, including without limitation the installation, operation, failure to operate, faulty operation, sale, possession, transportation or storage, movement, return, or use of the Equipment, or other products or materials furnished by Lessor, or otherwise arising out of or in connection with this Lease.

12. Lessee shall not sell, assign, sublet or otherwise encumber, suffer or permit a lien upon or against any interest in the Lease or any item of Equipment or remove or permit or suffer the removal of the Equipment, or any of it, from its location as specified in this Lease without Lessor's prior written consent. If any lien shall so attach or exist, Lessor may (but shall not be required to) pay or discharge the same, and Lessee shall immediately reimburse Lessor therefor as additional rent under this Lease.

13. Lessor may at any time assign to any person, firm, or organization all or any part of its interest in the Equipment and this Lease or either of them. In such event, all of the provisions of this Lease for the benefit of Lessor shall inure to the benefit of such assignee, and all amounts assigned by Lessor shall be paid directly to such assignee, upon notice of such assignment to Lessee, and the right of such assignee to the payment of assigned amounts due hereunder shall not be subject to any defense, counterclaim or setoff which Lessee has or may have against Lessor, to the extent permitted by law.

14. The following events shall constitute defaults on the part of Lessee hereunder: (a) the failure to pay any rental or other payment when due and payable or declared to be due and payable; (b) any breach or failure of Lessee to observe or perform any of its other covenants or obligations hereunder; (c) if any representation, statement, report, or certificate made or delivered by Lessee or any of its officers, employees, or agents or by any guarantor of the Lease to Lessor is not true and correct; (d) if Lessor shall determine that it is insecure with respect to any of the Equipment or the payment of any rent or other payment under the Lease; (e) if Lessee fails to perform any of its obligations under any other transaction between Lessee and Lessor; (f) if a proceeding under the Bankruptcy Code shall be filed by or against Lessee or any guarantor of this Lease; (g) if Lessee shall suspend business (other than seasonal curtailment in accordance with its customary practices); (h) if any proceeding is filed or commenced by or against Lessee for its dissolution or liquidation; (i) if Lessee is enjoined, restrained or in any way prevented by court order from conducting all or part of its business affairs; (j) if any application is made for the appointment of a receiver, trustee or custodian for any of Lessee's or any guarantor's assets; (k) if there shall be a change in control or management of Lessee; or (l) if the guarantee of any guarantor of the Lease shall be terminated or shall expire for any reason. Upon the occurrence of any such default or in the event that Lessor deems this Lease or any item of Equipment hereunder to be insecure, Lessor may, at its option, do any or all of the following: (i) terminate this Lease and any item of Equipment subject thereto; (ii) accelerate and declare promptly due all unpaid rent and other amounts due and unpaid hereunder; (iii) demand that Lessee return any or all Equipment to Lessor; (iv) take immediate possession of any or all of the Equipment, wherever located, with or without process of law, and for this purpose enter upon any premises of Lessee without liability for suit, action or other proceeding by Lessee and remove the same; (v) sell, dispose of, hold, use, lease or re-lease any item of Equipment as Lessor in its sole discretion may desire, without any duty to account to Lessee; and (vi) exercise any other remedy or right which may be available to Lessor under the Uniform Commercial Code or any other applicable law.

In the event that Lessor exercises its right to take possession of the Equipment, LESSEE HEREBY WAIVES NOTICE AND OPPORTUNITY FOR HEARING. Lessee shall remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Lessor on account of such default, including without limitation court costs and attorneys' fees. Reasonable damages may include any or all of the following: (i) all unpaid rentals and residual value of the Equipment, (ii) loss of rental income, and (iii) any deficiency measured by the total of all unpaid rentals and residual value of the Equipment less the amount, if any, realized by the Lessor upon dispostion of the Equipment.

15. Lessee hereby grants to Lessor a security interest in all Equipment and any and all other inventory, accounts, receivables, goods, equipment, machinery, fixtures and assets of any and every kind, including, but not limited to, all items of intangible property, wherever located, now or hereafter belonging to Lessee or in which Lessee has any interest, and all proceeds of the foregoing, which shall secure the performance of all of Lessee's obligations of any kind whatsoever to Lessor. A default under this Lease or any other transaction involving such collateral shall be deemed to be a default under this Lease and all such transactions and, at Lessor's sole option, and without notice to Lessee, all amounts due hereunder and thereunder shall become immediately due and payable, and Lessor may exercise any and all rights and remedies of a Secured Party under the Uniform Commercial Code. A surplus attributable to any transaction may be applied to offset a deficiency attributable to any other transaction in such manner as determined by Lessor in its sole discretion.

16. Any amount specified on (the reverse side hereof) (the first page hereof) as Security Deposit shall be held by Lessor as security for the performance by Lessee of all of its obligations hereunder and Lessor may, but shall not be obligated to, apply all or part of such Security Deposit to cure any default of Lessee hereunder, in which event Lessee agrees to promptly restore the Security Deposit to the full amount so specified. Otherwise than as herein specified, the Security Deposit shall not be applied against any rental payment due hereunder. Upon termination of this Lease, if Lessee has fulfilled all of the terms and condtions hereunder, Lessor shall return to Lessee, net of any sums retained by Lessor on account of any damage, loss, theft or destruction of any item of Equipment, any remaining balance of the Security Deposit without interest. Any advance rent shall be held by Lessor without charge or interest.

17. The initial Lease term and any renewal term shall, at the sole option of Lessor, be automatically extended, at the sole option of Lessor, for additional Lease terms of one (1) year each, at the rental payment rate above specified, unless Lessee shall give Lessor written notice of cancellation of this Lease at least sixty (60) days before the expiration of such Lease or renewal term. All provisions applicable to the initial Lease term shall apply to the extended or renewal Lease term or terms.

18. To the extent permitted by applicable law, Lessee hereby empowers any prothonotary, clerk of court or attorney of any court of record to appear for Lessee in any and all actions which may be brought hereunder, and to file for Lessee an agreement for entering in any court of competent jurisdiction an amicable action or actions, for the recovery of sums due hereunder, and in such suit or amicable action or actions to confess judgment against Lessee for all or any part of the sums due hereunder, together with all attorneys' fees and other legal expenses incurred in connection therewith, and for such purposes the original or any photocopy of this Lease shall be a good and sufficient warrant of attorney. Such authorization shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as the occasion therefor shall arise. Lessee hereby waives all errors and rights of appeal as well as all right to stay of execution and exemption of property in any action to enforce its liability hereon. Lessor and Lessee waive any and all right to a trial by jury in any action or proceeding based hereon.

19. This Lease constitutes the entire agreement of the parties regarding the subject matter hereof and neither party shall be bound in connection therewith except in accordance herewith. Failure of Lessor to enforce any of its rights shall not constitute a waiver of such rights or of any other rights. Acceptance of any payment or partial payment after maturity or waiver of any other breach or default shall not constitute a waiver of any other or subsequent breach or default or prevent Lessor from immediately pursuing any or all of its remedies. All notices required to be given to Lessee shall be deemed to be properly given if mailed to Lessee's address as shown on the face hereof or such other address of which Lessee gives notice to Lessor. Subject to the terms and condition of this Lease, Lessee shall enjoy the quiet use of the Equipment during the term of this Lease without disturbance from Lessor or from anyone claiming by, through or under Lessor. This Lease shall be binding upon and inure to the benefit of Lessee and Lessor and their respective heirs, personal representatives, successors and assigns. This Lease integrates and supersedes all prior leases or agreements, whether written or otherwise, between Lessor and Lessee, with reference to this transaction, and represents the final agreement between the parties. No amendment or modification of this Lease shall be effective unless in writing and signed by the parties hereto. As part of the consideration for each of the parties hereto to enter into this Lease, Lessee hereby designates and appoints Lessor, as its true and lawful attorney-in-fact and agent for it and in its name, place and stead to accept service of any process within the State of New York, Lessor agreeing to notify Lessee at its address shown herein or its last known address, by certified mail, within three days of such service having been effected and Lessee does hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. If it should appear that any provision of this Lease 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. Lessee warrants that the Equipment is exclusively for business purposes. Each year during the term of this Lease, Lessee shall deliver to Lessor, within ninety (90) days after the end of each of Lessee's fiscal years, a reasonably detailed profit and loss statement covering Lessee's operations for such fiscal year in a form and manner satisfactory to Lessor.

20. This Lease shall be construed and interpreted in accordance with the laws of the State of New York and will not become binding and effective until accepted by Lessor at its home office as above specified.

21. Neither the supplier/vendor nor its sales representative is an agent of the Lessor and the supplier/vendor or sales representative may not waive or alter any terms or conditions of the lease, and no representation as to the equipment by the supplier/vendor or sales representative shall in any way affect the Lessee's duty to make payments under the lease or perform any obligations thereunder.

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally, hereby absolutely and unconditionally guaranty the full payment and performance of the above Equipment Lease in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled are hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above Lease which has been read and is hereby ratified and confirmed.

(Guarantor)

(Guarantor)

(Guarantor)

(Guarantor)

CLERK'S NOTATION

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

540 480 STATE OF MARYLAND

BOOK 549 PAGE 192

226 North Avenue, New Rochelle, NY 10801 (914) 633-5550 • FAX (914) 633-9789

"Schedule A"

Made this 5th day of December, 1989 between Optic Graphics Incorporated as LESSEE, and Graphic Arts Leasing, Ltd. as LESSOR:

Equipment Description:

One Model Mainframe Camera 48/60/23 Mark IV including:

- one 48/60 stepping easel
- one 3000 watt pulsed xenon front light system
- one 6000 watt pulsed xenon back light system
- one 23" U.H.R. (Ultra High Resolution) lens
- one Interchangeable quick release reflective copy chase with opaque working area of 16" x 16", including 3/16" pins
- one Interchangeable quick release transmission copy chase with glass working area of 9" x 12", including 3/16" pins
- one Interchangeable quick release transmission copy chase with glass working area of 12" x 18", including 3/16" pins
- one Direct interfaced computerized programming including touch monitor
- one Two headed pneumatic punch
- one Complete set of standard spare parts

AGREED and ACCEPTED:

Optic Graphics Incorporated

By: J. Stevens Vice President

Name & Title

BOOK 549 PAGE 193

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)
Mewha, M. Kent, M.D.
2619 Ogleton Road
Annapolis, MD 21403

2. Secured Party(ies) and address(es)
IR TRISTATE CREDIT CORP.
c/o Integrated Resources, Inc.
666 Third Avenue
New York, New York 10017

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE CK.50
#531930 C777 R03 T09:3

4. This statement refers to original Financing Statement bearing File No. 227970 12-4-87 520 424 Filed with Annapolis County Clerk of the County Circuit Court Date Filed October 20, 1988

12/14/8

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 above 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.

RETURN TO: H. ERLE SCHAFER
IR TRISTATE INST.
P.O. BOX 1110
Albany, NY 12201
AA CO. CIRCUIT COURT

10. Tri-State Retail L.P.
c/o Proskauer Rose Goetz & Mendelson
300 Park Avenue
New York, New York 10022

See Exhibit A for the description of the property covered by this Financing Statement.

No. of additional Sheets presented: 1

M. Kent Mewha, M.D.

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

IR TRISTATE CREDIT CORP.

By: EDWARD GWISDALLA, V.P.
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

10.50

(1) Filing Officer Copy - Alphabetical

EXHIBIT A

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

Debtor's limited partnership interest in Tri-State Retail Associates L. P., a Delaware limited partnership, including all of Debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto, including but not limited to, the right to receive any distributions therefrom.

279377

BOOK 549 PAGE 195

☐ TO BE ☒ NOT TO BE — RECORDED IN LAND RECORDS

☐ SUBJECT TO ☒ NOT SUBJECT TO — RECORDING TAX ON PRINCIPAL AMOUNT OF $ 50,000.00

$5000. FIXTURES
$45000. INVENTORY

FINANCING STATEMENT

1. Debtor(s):

Zebron, Inc. T/A Capitol Wallcoverings
Name or Names—Print or Type

27 Lee Street, Annapolis, Anne Arundel, Maryland 21401
Address—Street No., City - County, State, Zip Code

Name or Names—Print or Type

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

2. Secured Party:

Ronald and Wanda Zebrowski
Name or Names—Print or Type

12303 Starlight Lane, Prince Georges, Maryland 20715
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 furniture, fixtures, inventory and accounts receivables owned by Zebron, Inc. T/A Capitol Wallcoverings as of this date or any that may be obtained in the future.

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

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

H. EALE SCHAFER
AA CO. CIRCUIT COURT
RECORD FEE 12.00
RECORD TAX 35.00
POSTAGE .50
#130720 CODE ROI T13:00
12/14/89
GK

DEBTOR(S): Zebron, Inc. T/A Capitol Wallcoverings

Wanda Howe, Vice President
(Signature of Debtor)

Wanda Howe, Vice President
Type or Print

SECURED PARTY:

(Company, if applicable)

Ronald Zebrowski Wanda Zebrowski
(Signature of Secured Party)

Dan Howe, Vice President
Type or Print

Ronald and Wanda Zebrowski
Type or Print (Include title if Company)

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

Name and Address Ronald Zebrowski, 12303 Starlight Lane, Bowie, MD 20715

Lucas Bros. Form F-1

12.00
12.50
.50

STATE OF MARYLAND

549 PAGE 196

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269121 .

RECORDED IN LIBER 516 **FOLIO** 151 **ON** August 17, 1987 **(DATE)**

1. DEBTOR

Name Trans-American Leasing Corp.

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

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Address 7711 Quarterfield Road

Glen Burnie, Md. 21061

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

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

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

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

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

Termination

RECORD FEE 10.00
POSTAGE .50
#533300 CTRT R03 T11:24
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

RECORD FEE 10.00
POSTAGE 5.10
#533290 CTRT R03 T11:24
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated November 28, 1989

Irvington Federal Savings & Loan Assn

Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

A.A.Co 154

PTP2- 1286

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

279378

BOOK 549 PAGE 197

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code. FILE WITH ANNE ARUNDEL COUNTY, MARYLAND

1. Lessee (Last Name First) and address(es)

MRS. FIELDS, INC.
109 Annapolis Mall
Annapolis, MD 21401

Social Security or
Emp. Fed. I.D. No. 94-2534926

2. Lessor and address(es)

ZIONS CREDIT CORPORATION
P.O. Box 26536
Salt Lake City, Utah 84126

RECORD FEE 33.00
POSTAGE .50
For Filing Officer (Date, Time, Number, and Filing Office) #64120 C777 R03 T11:12
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

SEE ATTACHED SCHEDULE "A" FOR EQUIPMENT DESCRIPTION. This Financing Statement covers fixtures and is to be filed in the Real Estate records. See attached Exhibit "B" for real property description

6. Gross sales price of collateral $ _____
$ _____ Sales or use tax paid to State of

The Lessor is ____ is not X a seller or purchase money lender of the collateral. 5406, Sch. #2

5. Assignee(s) of Lessor and Address(es)

This statement is filed without the Lessee'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:

Microfilm No.

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

3. Maturity date (if any):

Approved by David S. Monson,
Lt. Governor / Secretary of State, for the State of Utah

MRS. FIELDS, INC.

By: _____ Signature(s) of Lessee
Tim Pierce VP Finance

ZIONS CREDIT CORPORATION

By: _____ Signature(s) of Lessor
M. Scott Newbold Vice President

STANDARD FORM - FORM UCC-1

FILING OFFICER COPY - ALPHABETICAL

BOOK 549 PAGE 198

SCHEDULE "A"

This schedule is attached to and forms a part of the Master Lease Number 5406
Schedule Number 2
Dated 9-12-89 between MRS. FIELDS, INC., as Lessee, and Zions Credit Corporation, as Lessor.

DESCRIPTION OF EQUIPMENT

D)	CABINETRY	
	TOTAL CABINETRY	$14,022
E)	GENERAL CONTRACTOR	
	SOFT COSTS	
	DEMOLITION	
	CONCRETE WORK	
	ROUGH CARPENTRY	
	FINISH CARPENTRY	
	ROOFING/EXTERIOR	
	UTILITIES	
	TOTAL SOFT COSTS	
	HARD COSTS	
	DRYWALL SYSTEMS	
	CEILING SYSTEMS	
	GLASS/GLAZING	
	FLOOR COVERING	
	PAINT & WALL COVER	
	CERAMIC TILE	
	FIXTURE INSTALL	
	PLUMBING	
	FIRE SPRINK. SYSTEM	
	HVAC & HOODS	
	ELECTRICAL	
	LABOR	
	TOTAL	
F)	SIGNAGE	

SMALLWARES	
LIN-LYN SIGNAGE	1
HARRISON SMALLWARES	1
TOTAL SMALLWARES	
ARCHITECTURE	
ARCHITECTURE	
FEES & PERMITS	
REIMBURSIBLES	
TOTAL ARCH.	

MRS. FIELDS, INC.
Lessee

X

771-0017 8/87

BOOK 549 PAGE 199

SCHEDULE "A"

This schedule is attached to and forms a part of the Master Lease Number 5406
Schedule Number 1
Dated 9-12-89 between MRS. FIELDS, INC., as Lessee, and Zions Credit Corporation, as Lessor.

DESCRIPTION OF EQUIPMENT

SITE: ANNAPOLIS MALL
NO.: #632
109 Annapolis Mall
Annapolis, MD

	QTY
A) EQUIPMENT	
BACKROOM SCALE	2
CASH REGISTER	2
START-UP	
COFFEE MACHINE	1
COKE MACHINE	1
START-UP	
COOLING RACK	2
CUP DISPENSER	
ICE MACHINE	1
START-UP	
LANG OVEN	2
START-UP	
OVERSHELVING	4
SAFE	1
START-UP	
18" X 36" METRO	1
18" X 48" METRO	2
3-COMPARTMENT SINK	1
MIXER	1
START-UP	
REACH-IN REFRDG.	1
START-UP	
REACH-IN FREEZER	1
START-UP	
COMPUTER & PRINTER	
UNDERCOUNTER REF.	1
START-UP	
TOTAL EQUIPMENT	

TOGETHER WITH ALL PRESENT & FUTURE ACCESSORIES, ATTACHMENTS OR IMPROVEMENTS THERETO & REPLACEMENTS OR SUBSTITUTIONS THEREFOR AND PROCEEDS THEREOF.

MRS. FIELDS, INC.
Lessee

x _____

_____

771-0017 8/87

#632 Annapolis Mall

BOOK 549 PAGE 201

LEGAL DESCRIPTION

BEGINNING at a point on the northern right-of-way line of Jennifer Road, previously referred to as Detention Road, said point further being described as being located at the southeasternly end of the third line of Parcel #2 as described in the deed from Provident Life and Accident Insurance Company and Annapolis Mall Shopping Center Company, a co-partnership, to Anne Arundel County Maryland, dated June 30, 1972, and recorded in the Land Records of Anne Arundel County, Maryland in Liber 2503, folio 146;

THENCE from said point so fixed and with the northern right-of-way of Jennifer Road a curve to the left having a radius of 860.90 feet, an arc length of 431.57 feet and a chord of South 38 degrees 05 minutes 45 seconds West, 427.06 feet to a point;

THENCE continuing with said right-of-way line South 23 degrees 44 minutes 05 seconds West, 146.16 feet to a point;

THENCE North 66 degrees 15 minutes 55 seconds West, 1.00 feet to a point;

THENCE South 23 degrees 44 minutes 05 seconds West, 250.88 feet to a point on a gusset line connecting the northwesternly right-of-way line of Jennifer Road and the northern right-of-way line of Maryland Route 450;

THENCE binding along said line, South 72 degrees 30 minutes 47 seconds West, 140.93 feet on a point;

THENCE South 23 degrees 44 minutes 05 seconds West, 11.31 feet to a point on the northern right-of-way line of Maryland Route 450;

THENCE binding on said right-of-way line North 66 degrees 39 minutes 29 seconds West, 476.73 feet to a point of curvature which marks the beginning of the transition of Maryland Route 450 to Maryland Route 178;

THENCE with a curve to the right having a radius of 401.47 feet, an arc length of 269.32 feet, and a chord of North 47 degrees 26 minutes 24 seconds West, 264.30 feet to a point which is the intersection of the North 59 degrees 15 minutes 00 seconds East, 310.90 foot line of Phase I, Annapolis Mall and the eastern right-of-way line of Maryland Route 450 and the beginning of a line of division between Phase I and Phase II, Annapolis Mall as shown on the Plat of Phase I, Annapolis Mall and recorded in the Land Records of Anne Arundel County, Maryland, in Plat Book 45, page 46;

THENCE from said point and continuing with the eastern right-of-way of Maryland Route 178 along a curve to the right having a radius of 401.47 feet, an arc length of 159.24 feet and a chord of North 16 degrees 51 minutes 33 seconds West, 158.20 feet to a point;

THENCE continuing with the eastern right-of-way of Maryland Route 178 North 05 degrees 29 minutes 44 seconds West, 94.00 feet to a point marking the point of intersection of a line of division between the Remainder (Phase II) Annapolis Mall and the Hecht Company Parcel with the said right-of-way line;

THENCE binding with the easternly right-of-way line of Maryland Route 178, North 05 degrees 29 minutes 44 seconds West, 584.09 feet to a point;

THENCE North 05 degrees 15 minutes 17 seconds West, 186.82 feet to a point;

THENCE North 06 degrees 08 minutes 11 seconds West, 70.53 feet to a point;

THENCE North 12 degrees 48 minutes 32 seconds West, 111.33 feet to a point on a gusset line connecting the northeasterly right-of-way line of Maryland Route 178 with the southeasterly side of Bestgate Road;

THENCE binding along said line, North 24 degrees 06 minutes 41 seconds East, 51.22 feet to a point on the southeasterly side of Bestgate Road;

THENCE running with and binding along the southeasterly side of Bestgate Road, North 67 degrees 48 minutes 00 seconds East, 23.43 feet to a point of curvature;

THENCE with a curve to the left having a radius of 228.15 feet and an arc length of 158.21 feet and a chord of North 47 degrees 56 minutes 04 seconds East, 155.06 feet to a point;

THENCE North 28 degrees 04 minutes 08 seconds East, 231.71 feet to a point of intersection of a line of division between Hecht Company Parcel and Remainder (Phase II) Annapolis Mall;

THENCE continuing with the northeasterly right-of-way of Bestgate Road North 28 degrees 04 minutes 08 seconds East, 7.65 feet to a point;

THENCE continuing with the northeasterly right-of-way of Bestgate Road North 23 degrees 24 minutes 35 seconds East, 298.72 feet to a point which marks the intersection of southeast right-of-way of Bestgate Road and the northeast right-of-way of the Washington, Baltimore and Annapolis Electric Railroad Company property conveyed by Bernard W. Sears and Gladys L. Sears, his wife, to the State Roads Commission by deed dated September 4, 1930, and recorded in the Land Records of Anne Arundel County, Maryland, in Liber 77, folio 203;

THENCE with a line of division between the State Roads Commission property and the Remainder (Phase II) Annapolis Mall; said line also becoming a line of division with the property of J. Edgar Sears as recorded in the Land Records of Anne Arundel County, Maryland, in Liber 281, folio 140;

South 31 degrees 27 minutes 27 seconds East, 397.05 feet to a point;

THENCE along the third line of a parcel conveyed to Provident Life and Accident Insurance Company by J. Edgar Sears and wife by deed dated, July 27, 1972, and recorded in Liber 2510, folio 232;

North 64 degrees 02 minutes 30 seconds East, 660.46 feet to a point at the end of said third line;

THENCE binding along the fourth line of said deed and continuing the same course across a 30 foot road mentioned in said deed and thence binding along the fourth line of the 4.9691 acres parcel conveyed to Provident Life and Accident Insurance Company by Bernard T. Sears and wife and described in the the deed dated August 24, 1972, recorded in Liber 2518, page 740, in all, South 27 degrees 35 minutes 07 seconds East, 601.61 feet to an iron pipe heretofore set at the end of said fourth line;

THENCE binding along the fifth line of said deed and continuing the same course along the second line of the 4.1413 acres parcel conveyed to Provident Life and Accident Insurance Company by Bernard W. Sears and Gladys L. Sears, his wife, and described in the deed dated August 24, 1972, and recorded in Liber 2518, page 750, in all, North 60 degrees 51 minutes 10 seconds East, 883.11 feet to an iron pipe heretofore set at the end of said second line thence binding on the third line of said deed South 14 degrees 22 minutes 00 seconds West, 562.89 feet to an iron pipe;

THENCE binding along the fourth line of said last mentioned deed, the last line of the beforementioned 4.9691 acres parcel and reversely along the last line of the 1.5718 acres parcel described in the before mentioned deed recorded in Liber 2518, page 740 and continuing the same course, in all, South 52 degrees 26 minutes 00 seconds West, 1,049.53 feet, to a point in the centerline of the before mentioned right-of-way of W.B. & A.E.R.R. Co.:

THENCE binding along said centerline and also along the northeasterly outline of land shown on the hereinmentioned plat of Phase I, Annapolis Mall by a curve to the left having a radius of 5,297.56 feet of an arc length of 85.26 feet and a chord of South 39 degrees 56 minutes 51 seconds East, 85.25 feet to a point marking the beginning of the second line of Parcel #2 as described in the deed from Provident Life and Accident Insurance Company and Annapolis Mall Shopping Center Company, a co-partnership, to Anne Arundel County, Maryland, in Liber 2503, folio 146;

THENCE with the said second line, South 51 degrees 34 minutes 14 seconds West, 6.94 feet to a point which marks the beginning of the third line of said Parcel #2;

THENCE with the said third line, a curve to the left having a radius of 5304.50 feet and an arc length of 58.31 feet, an a chord of South 40 degrees 43 minutes 15 seconds East, 58.31 feet to the point of beginning;

LEASE

THIS LEASE, made and entered into this 31 day of October, 1979, by and between ANNAPOLIS MALL LIMITED PARTNERSHIP, a limited partnership, (hereinafter called "Landlord") and FAIRFIELD FOODS OF MARYLAND, INC., a Maryland corporation, ——— ——————————— (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Landlord proposes to develop and improve, and/or cause to be developed and improved, as a retail shopping and business district certain real property situated in the County of Anne Arundel, State of Maryland, which real property (hereinafter referred to as the "Business Center") is generally shown on Exhibit A-1 attached hereto and by this reference made a part hereof, and described in Exhibit D attached hereto and made a part hereof; and

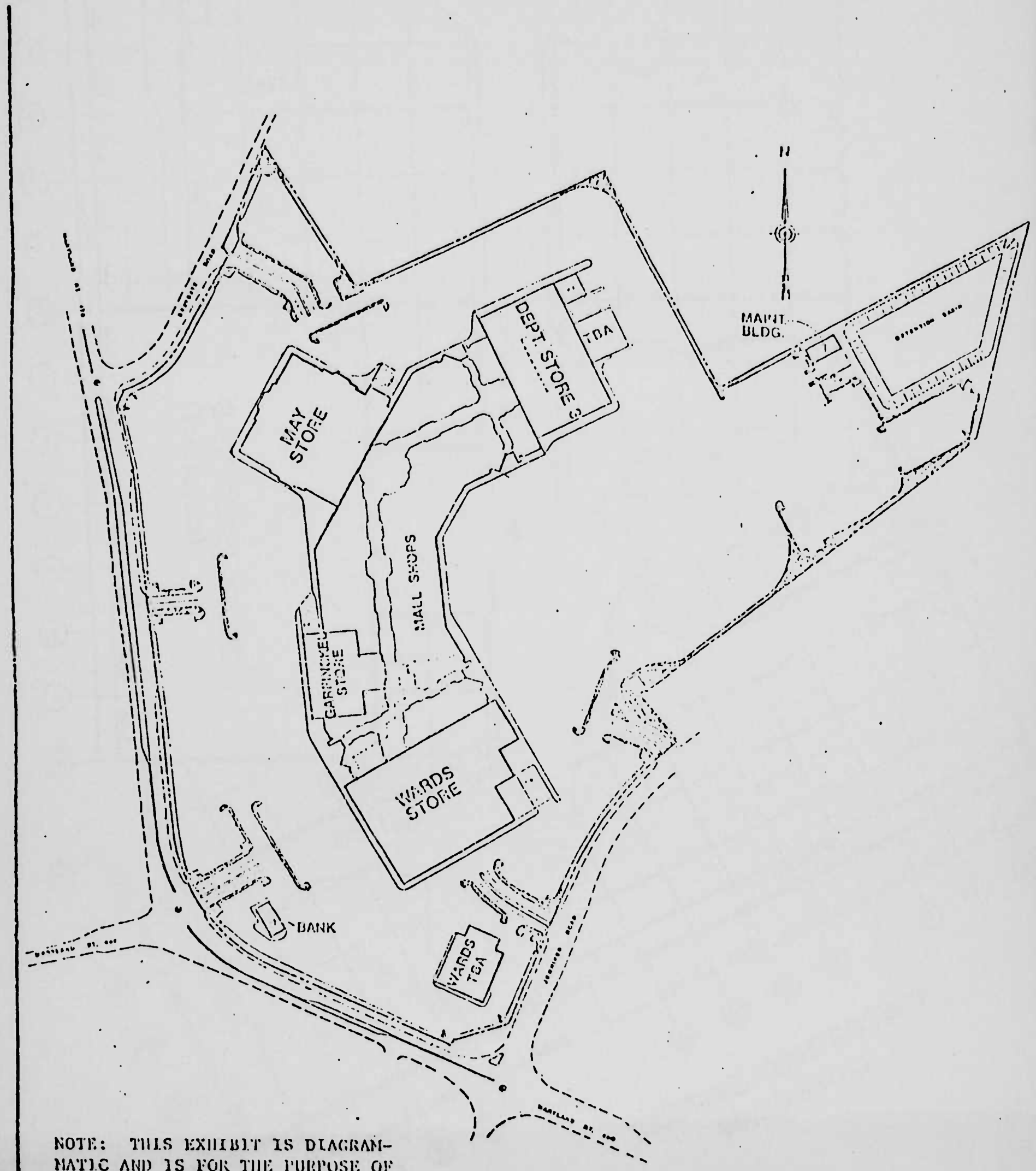
WHEREAS, Tenant desires to lease from Landlord and Landlord desires to lease to Tenant premises within the Business Center, for the business purposes and on the terms and subject to the covenants and conditions hereinafter provided, which premises, including all improvements to be constructed thereon, are hereinafter more particularly described and referred to as the "demised premises".

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

THE DEMISED PREMISES

Landlord hereby leases the demised premises to Tenant and Tenant hereby leases the same from Landlord for the term, at the rental and subject to all of the conditions, covenants and agreements hereinafter set forth. Attached hereto as Exhibit A-2 and hereby made a part hereof is a floor plan showing the location and layout of the demised premises.



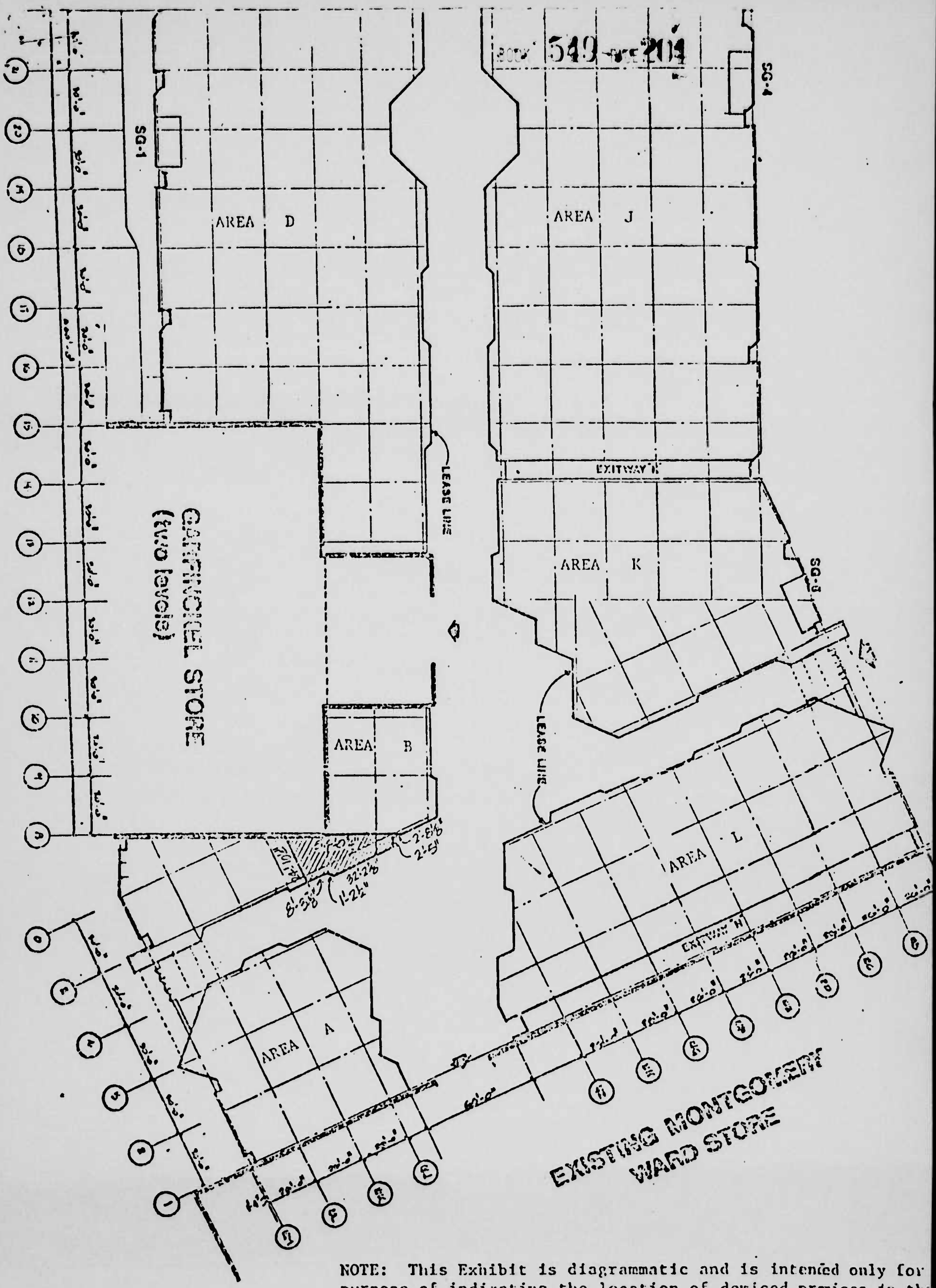
NOTE: THIS EXHIBIT IS DIAGRAMMATIC AND IS FOR THE PURPOSE OF SITE LOCATION AND GENERAL ARRANGEMENT ONLY. IT INDICATES RELATIVE BUILDING LOCATIONS ON THE SITE. THE LANDLORD RESERVES THE RIGHT TO VARY THE SIZE AND LOCATION OF THE BUILDINGS AND THE CONFIGURATION OF THE PARKING AREA AS MAY BE REQUIRED. LANDLORD RESERVES THE RIGHT TO CONSTRUCT ADDITIONAL BUILDINGS AND/OR PARKING STRUCTURES IN THE FUTURE AND TO MAINTAIN SUCH CONSTRUCTION APPURTENANCES IN THE GENERAL PARKING AREA AS MAY BE REQUIRED FOR CONSTRUCTION.

ANNAPOLIS MALL
ANNE ARUNDEL COUNTY, MARYLAND

SITE PLAN

EXHIBIT A-1

BOOK 549 PAGE 214



NOTE: This Exhibit is diagrammatic and is intended only for purpose of indicating the location of demised premises in the project. It does not purport to show exact dimensions or the final locations of columns, division walls, or other required architectural, structural, mechanical, or electrical elements. The Landlord reserves the right to eliminate or add and to make changes in the size or locations of such elements as may be required from time to time.

DENOTES DEMISED PREMISES FOR THE FAMOUS CHOCOLATE CHIP COOKIE
724 SQUARE FOOT AREA

ANNAPOLIS MALL - SOUTH
ANNE ARUNDEL COUNTY, MARYLAND
DATE: JULY 3 1979

BOOK 549 PAGE 205

279379

WT-1

FINANCING STATEMENT

Maturity Date

_____

For Filing Officer Use
File No. _____
Date & Hour
of Filing _____

DEBTOR (Last name first) SMITH, Ray D

_____

Address P.O. Box 522, Pasadena, Anne Arundel, Md. 21122
Street, City, County, State

SECURED PARTY

Westminster Bank and Trust Company
71 E. Main Street, Westminster, Carroll County, Md.

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

1988 Fontaine 48ft Double Drop Trailer Srial No. 13N34820XJ1543344

1981 Freightliner Tandem Tractor Serial No. 1FUEYDYB5BM195979

RECORD FEE 11.00
RECORD TAX 126.00
#533100 CT77 R03 T11:11
12/14/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. This transaction ~~(is)~~ (is not) exempt from the recording Consideration

$ 18,000.00

Dated: This 15th day of Nov. 1989

Ray D Smith

Debtor Ray D Smith
Signature

Secured Party:
Westminster Bank and Trust Company

Raymond Bankert

By G Raymond Bankert-Vice Pres
Title

_____
Signature

Filing Officer - Mail this Statement after recording to -

Westminster Bank and Trust Company
71 E. Main Street
Westminster, Maryland

RR
Rob
.00

Butler Leasing Company

279380

BOOK 549 PAGE 206

FINANCING STATEMENT (FORM UCC-1)

NOT SUBJECT TO RECORDING TAX
(Filed to Publicize an Equipment Lease - No Security Interest Created)

LESSEE: Champion Realty, Inc.

541-B Baltimore Annapolis Blvd.
Severna Park, MD 21146

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

ASSIGNEE OF LESSOR:
EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

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

1) Canon Color Laser Model 200 w/Cabinet SIN CUB00479

RECORD FEE 11.00
POSTAGE .50
#533250 C777 R03 T11:20
GK 12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: same as above

LESSEE
Champion Realty, Inc.

BY: Carol M Goss

CAROL M. ROSS, CONTROLLER
PRINT NAME & TITLE:

LESSOR
BUTLER LEASING COMPANY

BY: Grace M Cubbage

Grace M Cubbage, Vendor Service Man

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609
(301)720-6600 (202)621-8360

114

D-05-01 REV 04/89 : C10312 : 12/04/89 : L20198

AA

A.A.Co.

549 PAGE 207

AMENDMENT OF FINANCING STATEMENT

23
99

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

1. DEBTOR and Address (Last Name First)	2. SECURED PARTY and Address
The Carpet Shoppe, Inc. 1327 Ashton Road Hanover, MD 21076	Signet Bank/Maryland Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Renee Vick -- T0609
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	**4. RETURN TO:** n/k/a Signet Bank UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 275513 **Date** recorded Nov. 29, **19** 88

Record Reference Book 535 Page 45

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

Line of Credit hereby increased to $50,000.00.

Tax previously paid therefore recordation tax is exempt.

RECORD FEE 10.00
POSTAGE CK .50
#533260 CYTT R03 T11:21
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated this _____ **day of** _____, **19** 89

DEBTOR:	**SECURED PARTY:**
The Carpet Shoppe, Inc.	Signet Bank/Maryland
By: X Wilbert Speert Pres.	**By:** X Owen McGlynn
Wilbert Speert, President **(Title)**	Owen McGlynn Jr., VP **(Title)**

UCC-6

To be filed with AACo

RECEIVED
DEC 8 1989

$ 10.00
.50

PARTIES

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

ALEXANDER J. HIRTLE
LOT C61 HOLIDAY MOBILE EST CLARK RD
JESSUP MD 20794 1

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

James G. Hirtle
LOT C61 HOLIDAY MOBILE EST CLARK RD
JESSUP MD 20794 1a

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

Arlene M. Hirtle

1b

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

GREEN TREE ACCEPTANCE, INC.

P.O. BOX 4488
WOODBRIDGE VA 22192 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):

GREEN TREE ACCEPTANCE, INC.

Sara Kapalka-agent

4

549 PAGE 215

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

279381

Filing No. (stamped by filing officer): **Date, Time, Filing Office** (stamped by filing officer):

RECORD FEE 13.00
#533280 C777 R03 T11:23
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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:

1979
14 X 70 SERIAL# 03100770M AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURERS 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.(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

OEBTOR SIGNATURE(S)

Oebtor Signature(s):

1 ALEXANDER J. HIRTLE Alexander J. Hirtle

1a James G. Hirtle James G. Hirtle

1b Arlene M. Hirtle Arlene M. Hirtle 11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

12

STANDARD FORM - FORM UCC-1 (1-1-89)
Approved by Secretary of Commonwealth of Pennsylvania

13.50

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registré, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

A.A.Co.

BOOK 549 PAGE 209

FINANCING STATEMENT

File No 279382

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

1. DEBTOR(S) and Address(es)	2. SECURED PARTY and Address
Geotect Industries, Inc. 805 B Barkwood Court Linthicum, MD 21090	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Renee Vick- T0609
	Return to Secured Party

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

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

☐ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, subsitutions 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.

Motorolla radio system

RECORD FEE 11.00
RECORD TAX 84.00
POSTAGE GK .50
#0017 6777 R03 T11:22
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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: $ 11,700.00

DEBTOR:

Geotect Industries, Inc.
(Type Name)

By: Kendall L. Hoover President

By: Joseph E. Moren V.P.

SECURED PARTY:
SIGNET BANK/MARYLAND

By: James R. Carter II
(Type Name)

September 29, 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
DEC 8 1989

0012-1671-0888/4

STATE OF MARYLAND

549 210

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255220

RECORDED IN LIBER 481 FOLIO 414 ON Jan 15, 1984 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.

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

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Address 7711 Quarterfield Road

Glen Burnie, Md. 21061

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

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

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

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

Termination

RECORD FEE 10.00
POSTAGE .50
#533310 CTRT R03 T11:25
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated November 28, 1989

Irvington Federal Savings & Loan Assn

Susan L. Thompson
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

A.A.Co. 158

1115-N/W Elec

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

STATE OF MARYLAND BOOK 549 PAGE 211

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254613 .

RECORDED IN LIBER 479 **FOLIO** 459 **ON** November 26, 1984 **(DATE)**

1. DEBTOR

Name Trans-American Leasing Corp.

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

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Address 7711 Quarterfield Road

Glen Burnie, Md. 21061

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

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE CK .50
#533320 C777 R03 T11:25
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated November 28, 1989

Irvington Federal Savings & Loan Assn
Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson, Senior Vice President
Type or Print Above Name on Above Line

154

A.A. Co. 1099-Green

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

BOOK 549 PAGE 212

Anne Arundel County
C-02-07727-9

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1

279383
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 Anderson, Henry S. T/A AR & B Construction

Address 1710 St. Margarets Road Annapolis, MD 21401

2. SECURED PARTY

Name Furnival Machinery Company

Address 7135 Standard Drive Hanover, MD 21076

Orix 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:
Orix 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)

RECORD FEE 18.00
POSTAGE .50
#533360 C777 R03 T11:29
12/14/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Henry S. Anderson T/A AR & B Construction

Henry S. Anderson MD - Owner
(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

Furnival Machinery Company

J P Wreath SECY TREAS
(Signature of Secured Party)

J P WREATH
Type or Print Above Signature on Above Line

185

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

ORIX CREDIT ALLIANCE, INC.

BOOK 540 PAGE 212

CONDITIONAL SALE CONTRACT NOTE

TO: Furnival Machinery Company ("Seller")
7135 Standard Drive Hanover, MD 21076 (Address of Seller)

FROM: Henry S. Anderson T/A AR & B Construction ("Buyer")
1710 St. Margarets Road Annapolis, MD 21401 (Address of Buyer)

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

Description of property purchased (include make, year, model identification, model and serial numbers or marks):
One (1) Komatsu Model D53S Crawler Loader, S/N 80314

*See Schedule "A" attached hereto and made a part hereof for payment schedule.

(1) TIME SALES PRICE	$ 126,264.12
(2) Less DOWN PAYMENT In Cash	$ 22,645.00
(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	$ -0-
(4) CONTRACT PRICE (Time Balance)	$ 103,619.12

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:
1710 St. Margarets Road (Street and Number) Annapolis (City) Anne Arundel (County) Maryland (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 ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred three thousand six hundred nineteen and 12/100********** Dollars ($ 103,619.12) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 30th day of December, 19 89, and continuing on the same date each month thereafter until paid; the first * installments each being in the amount of $ * and the final installment being in the amount of $ * with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: DEC 7 19 89

Accepted: Furnival Machinery Company (SEAL)
(Print Name of Seller Here)
By: J P Wreath SECY TREAS
(Witness as to Buyer's and Co-Maker's Signature)
(Witness as to Buyer's and Co-Maker's Signature)
This instrument prepared by _____

BUYER(S)-MAKER(S):

Henry S. Anderson T/A AR & B Construction (SEAL)
(Print Name of Buyer-Maker Here)
By: Henry S Anderson MD - Owner
Co-Buyer-Maker: (SEAL)
(Print Name of Co-Buyer-Maker Here)
By: _____

CA-L-2XD(1-75)

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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 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. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

_____(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 ORIX 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 ORIX Credit Alliance, Inc.

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

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

BOOK 549 PAGE 215

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), 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 December 7, 1989, between Furnival Machinery Company, as Seller/Lessor/Mortgagee and Henry S. Anderson T/A AR & B Construction (Name) 1710 St. Margarets Road Annapolis, MD 21401 (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 OCAI 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 OCAI 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 OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI 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 OCAI 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 OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI 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 OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is $ 103,619.12.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 7TH day of DEC, 19 89

Furnival Machinery Company (Seal)

(Seller/Lessor/Mortgagee)

By: P Wreath SECY TREAS

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

CA-L-5A

PARTIES

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

JAMES R. LEVERING
6636 WASHINGTON BLVD LOT 13
ELKRIDGE MD 21227

1

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

KELLY K. LEVERING
6636 WASHINGTON BLVD LOT 13
ELKRIDGE MD 21227

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:

KONA MH BROKERS & ASSOC., INC.
1602 JOHN ROSS LANE
P.O. BOX 540
CROWNSVILLE, MD 21076

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):

KONA MH BROKERS & ASSOC., INC.
Chris Pelbet agent

4

549 PAGE 216

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

279384

Filing No. (stamped by filing officer): **Date, Time, Filing Office** (stamped by filing officer):

RECORD FEE 12.00
#533380 C777 R03 T11:30
12/14/89
A. ERLE SCHAFER
AA CO. CIRCUIT COURT

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:

1979
14 X 70 SERIAL# 90148 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURERS 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.(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 JAMES R. LEVERING James R. Levering

1a KELLY K. LEVERING Kelly K. Levering

1b

11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

12

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
Registré, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

FOR 549 PAGE 217 MARYLAND 279385

This FINANCING STATEMENT is presented for filing pursuant to the ~~California~~ Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) — 1A. SOCIAL SECURITY OR FEDERAL TAX NO.

KTW Acquisition Corp.

1B. MAILING ADDRESS: 2101 Hurley Way, Suite 200 (cont'd) — 1C. CITY, STATE: Sacramento, CA — 1D. ZIP CODE: 95825*

2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL) — 2A. SOCIAL SECURITY OR FEDERAL TAX NO.

*See Exhibit "A" attached hereto for additional addresses

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 — 4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.

NAME: Merksamer Jewelers
MAILING ADDRESS: 1875 Century Blvd., Suite 300
CITY: Atlanta, STATE: Georgia ZIP CODE: 30345

5. ASSIGNEE OF SECURED PARTY (IF ANY) — 5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.

NAME
MAILING ADDRESS
CITY STATE ZIP CODE

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**).

All of Debtor's now owned and hereafter acquired accounts, inventory, equipment, fixtures, general intangibles, chattel paper, instruments, documents and other property, including but not limited to, the property described on Exhibit "B" attached hereto and the proceeds, products, profits and income thereof.

RECORD FEE 65.00
POSTAGE .50
#533480 CT77 R03 T11:36
CK 12/14/89

NOT SUBJECT TO RECORDATION TAX

ANNE ARUNDEL COUNTY

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

7. CHECK IF APPLICABLE [X] — 7A. [X] **PROCEEDS AND** PRODUCTS OF COLLATERAL ARE ALSO COVERED

7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM: [ ] (1) [ ] (2) [ ] (3) [ ] (4)

8. CHECK IF APPLICABLE [X] — [ ] DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (n)

9. ► SIGNATURE(S) OF DEBTOR(S) — DATE: 12/6/89

KTW ACQUISITION CORP.
TYPE OR PRINT NAME(S) OF DEBTOR(S)

► SIGNATURE(S) OF SECURED PARTY(IES)

MERKSAMER JEWELERS
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)

11. *Return copy to:*

NAME
ADDRESS
CITY
STATE
ZIP CODE

Return to:
CALIFORNIA LENDERS' & ATTORNEYS' SERVICES
1000 G Street, Suite 225
Sacramento, CA 95814 (916) 447-6237
Toll Free in California Only: (800) 952-5696

Account Number _____

G FEE $5.00
Approved by the Secretary of State

CODE

10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)

(1) FILING OFFICER COPY

65 .50

Book 549 Page 218

Exhibit A

DEBTOR: KTW ACQUISITION CORP.

COUNTRY CLUB PLAZA
2424 Watt Ave.
Sacramento, CA 95825

BIRDCAGE WALK
5935 Sunrise Blvd.
Citrus Heights, CA 95610

CROSSROADS SHOPPING CTR.
1272 Colusa Ave.
Yuba City, CA 95991

SERRAMONTE CENTER
58 Serramonte Center
Daly City, CA 94105

WEBERSTOWN MALL
4950 Pacific Ave.
Stockton, CA 95207

COUNTY FAIR MALL
1264 E. Gibson Rd. SP A-105
Woodland, CA 95695

VILLAGE AT CORTE MADERA
1602 Redwood Highway
Corte Madera, CA 94925

Exhibit A
DEBTOR: KTW ACQUISITION CORP.

FLORIN MALL
6069 Florin Rd.
Sacramento, CA 95823

HILLTOP
1205 Hilltop Mall Rd.
Richmond, CA 94806

CODDINGTOWN CENTER
700 Coddingtown Center
Santa Rosa, CA 95401

SUN VALLEY
242 Sun Valley Mall
Concord, CA 94520

STONERIDGE
2241 Stoneridge Mall SP G-215
Pleasanton, CA 94566

HILLSIDE SHOPPING CENTER
135 Hillsdale Mall SP 1036
San Mateo, CA 94403

EASTRIDGE CENTER
127 Eastridge Center
San Jose, CA 95122

Exhibit A
DEBTOR: KTW ACQUISITION CORP.

VALLCO FASHION PARK
10123 N. Wolfe Rd. SP 1041
Cupertino, CA 95014

GLENDALE GALLERIA
2123 Glendale Galleria
Glendale, CA 91210

NORTHRIDGE FASHION CENTER
9301 Tampa Ave. SP130
Northridge, CA 91324

ARDEN FAIR
1689 Arden Way SP 1044
Sacramento, CA 95815

PARKWAY PLAZA
371 Parkway Plaza
El Cajon, CA 92020

MALL AT VICTOR VALLEY
14400 Bear Valley Rd. SP 413
Victorville, CA 92392

CAPITOLA MALL
1855 41st Ave. SP J-3
Capitola, CA 95010

Exhibit A
DEBTOR: KTW ACQUISITION CORP.

VALLEY PLAZA
48 Valley Plaza
Bakersfield, CA 93304

SOUTH BAY GALLERIA
1815 Hawthorne Blvd. SP 268
Redondo Beach, CA 90278

EAST HILLS MALL
3000 Mall View Rd. #1035
Bakersfield, CA 93306

FOX HILLS MALL
115 Fox Hills Mall
Culver City, CA 90230

SOUTH COAST PLAZA
3333 Bristol St. SP 1824
Costa Mesa, CA 92626

SIERRA VISTA MALL
1050 Shaw Avenue
Clovis, CA 93612

PUENTE HILLS MALL
125 Puente Hills Mall
City of Industry, CA 91748

Exhibit A
DEBTOR: KTW ACQUISITION CORP.

METRO CENTER
9807 A Metro Pkwy. West
Phoenix, AZ 85051

CHICO MALL
1950 East 20th Street
Chico, CA 95928

LOS CERRITOS CENTER
597 Los Cerritos Center
Cerritos, CA 90701

BELLEVUE SQUARE
213 Bellevue Square
Bellevue, WA 98004

VINTAGE FAIRE MALL
404 Vintage Faire Mall
Modesto, CA 95356

TOPANGA PLAZA
6600 Topanga Blvd.
Canoga Park, CA 91303

BELLIS FAIR MALL
#1 Bellis Fair Pkwy. SP 40
Bellingham, WA 98226

Exhibit A
DEBTOR: KTW ACQUISITION CORP .

SOLANO MALL
1464 B Solano Mall
Fairfield, CA 94533

WESTMINSTER MALL
111 Westminster Mall
Westminster, CA 92683

COLUMBIA CENTER
487 Columbia Center
Kenswick, WA 99336

SANTA MARIA TOWN CTR.
141 Town Center East
Santa Maria, CA 93454

MAIN PLACE
2800 N. Main St. SP808
Santa Ana, CA 92701

TACOMA MALL
523 Tacoma Mall
Tacoma, WA 98409

DEL MONTE SHOPPING CTR.
562 Del Monte Center
Monterey, CA 93940

Exhibit A
DEBTOR: KTW ACQUISITION CORP.

MISSION VALLEY CENTER
1640 Camino del Rio No.
Space 164
San Diego, CA 92108

KITSAP MALL
10315 Silverdale WY NW
Space G-3
Silverdale, WA 98383

BAYSHORE MALL
3300 Broadway SP 304
Eureka, CA 95501

NORTH COUNTY FAIR
200 E. Via Ranco Pkwy SP 257
Escondido, CA 92025

FAIRLANE TOWN CENTER
18900 Michigan Ave. SP G-3
Dearborn, MI 48126

NAPA TOWN CENTER
1317 Napa Town Center Dr.
Napa, CA 94559

UNIVERSITY TOWN CENTER
4415 La Jolla Village Dr.
Space P-13
San Diego, CA 92122

Exhibit A
DEBTOR: KTW ACQUISITION CORP.

TWELVE OAKS
27492 Novi Rd. SP C-250
Novi, MI 48050

CENTRAL COAST PLAZA
321 Madonna Rd. #25
San Luis Obispo, CA 93401

LAKEWOOD CENTER MALL
57 Lakewood Center Mall
Lakewood, CA 90712

CHULA VISTA CENTER
555 Broadway #1032
Chula Vista, CA 92010

WOODLAND
3195 28th St. S.E. SP M-8
Grand Rapids, MI 49508

BRIARWOOD
668 Briarwood Cir. SP D-138
Ann Arbor, MI 48108

LAKESIDE
14600 Lakeside Cir. SP E-211
Sterling Heights, MI 48078

Exhibit A
DEBTOR: KTW ACQUISITION CORP.

SUMMIT PLACE
315 No. Telegraph Rd.
Space L-117
Pontiac, MI 48053

EASTLAND
18000 Vernier Rd. #A5-3
Harper Woods, MI 48225

OAKLAND MALL
414 W. 14 Mile Rd.
Troy, MI 48083

NORTHRIDGE
7700 W. Brown Deer Rd.
Space 6600
Milwaukee, WI 53223

SOUTHRIDGE
5300 So. 76th St. SP1620
Greendale, WI 53129

KENWOOD TOWNE CENTER
7875 Montgomery Rd. SP L-113
Cincinnati, OH 45236

FOREST FAIR MALL
1109 Forest Fair Dr. SP 268
Cincinnati, OH 45240

Exhibit A
DEBTOR: KTW ACQUISITION CORP.

COLUMBUS CITY CENTER
277 Columbus City Center Dr.
Columbus, OH 43215

WOODFIELD
#5 Woodfield Mall SP D-345
Schaumburg, IL 60173

NORTHBROOK COURT
2171 Northbrook Court SP 1028
Northbrook, IL 60062

MARLEY STATION
7900 Governor Ritchie Hwy
Space A-211
Glen Burnie, MD 21061

LAKEFOREST
701 Russell Ave. SP E-107
Gaithersburg, MD 20877

MONTGOMERY MALL
7101 Democracy Blvd. SP 2214
Bethesda, MD 20817

FAIR OAKS
11740-L Fair Oaks Mall
Fairfax, VA 22033

Exhibit A
DEBTOR: KTW ACQUISITION CORP.

SPRINGFIELD MALL
6616 Springfield Mall Rd.
Space E6-7
Springfield, VA 22150

BALLSTON COMMONS
4238 Wilson Blvd. SP 2130
Arlington, VA 22203

TYSONS CORNER CENTER
7931 L Tysons Corner
Space F-10-L
McLean, VA 22102

RICHLAND MALL
3400 Forest Acres #1028
Columbia, SC 29204

POUGHKEEPSIE GALLERIA
790 South Rd. SP 201
Poughkeepsie, NY 12601

CROSSGATES
120 Washington Ave. SP D-103
Albany, NY 12203

WALDEN GALLERIA
2000 Walden Ave. SP B-104
Cheektowaga, NY 14225

Exhibit A
DEBTOR: KTW ACQUISITION CORP.

SALMON RUN MALL
1300 Arsenal St. SP D-125
Watertown, NY 13601

PYRAMID MALL
40 Catherwood Rd. SP15
Ithaca, NY 14850

DEBTOR: KTW ACQUISITION CORP .

BOOK 549 PAGE 230

EXHIBIT B

This Financing Statement covers all right, title and interest of Debtor in, to and under all of the following described property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Debtor (including, without limitation, under any trade names, styles or divisions thereof), and whether owned or consigned by, or leased to, Debtor, and regardless of where located:

1. All accounts, as such term is defined in the Uniform Commercial Code as in effect in the State in which this Financing Statement is filed ("UCC"), now owned or hereafter acquired by Debtor and, in any event, including, without limitation, (a) all accounts receivable, book debts and other forms of obligations (other than forms of obligations evidenced by chattel paper, documents or instruments), now owned or hereafter received or acquired by or belonging or owing to Debtor, whether arising out of goods sold or services rendered by Debtor or from any other transaction (including, without limitation, any such obligation which may be characterized as an account or contract right under the UCC), (b) all of Debtor's rights in, to and under all purchase orders or receipts now owned or hereafter acquired by it for goods or services, (c) all of Debtor's rights to any goods represented by any of the foregoing (including, without limitation, unpaid sellers' rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (d) all monies due or to become due to Debtor under all purchase orders and contracts for the sale of goods or the performance of services or both by Debtor or in connection with any other transaction (whether or not yet earned by performance on the part of Debtor), now in existence or hereafter occurring, including, without limitation, the right to receive the proceeds of said purchase orders and contracts, and (e) all collateral security and guaranties of any kind, now or hereafter in existence, given by any person with respect to any of the foregoing;

2. All chattel paper, as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located;

3. All contracts, undertakings or agreements (other than rights evidenced by chattel paper, documents or instruments) in or under which Debtor may now or hereafter have any right, title or interest, including any agreement relating to the terms of payment or the terms of performance of any account;

DEBTOR: KTW ACQUISITION CORP.
EXHIBIT B

4. All documents, as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located;

5. All equipment, as such term is defined in the UCC, now or hereafter owned or acquired by Debtor, wherever located, and, in any event, including, without limitation, all machinery, equipment, furnishings, vehicles and computers and other electronic data processing and other office equipment, and any and all additions, substitutions and replacements of any of the foregoing, together with all attachments, components, parts, equipment and accessories installed on or affixed to any of the foregoing;

6. All fixtures, as such term is defined in the UCC, now or hereafter owned or acquired by Debtor, wherever located, and, in any event, including, without limitation, all of the fixtures, systems, machinery, apparatus, equipment and fittings of every kind and nature whatsoever and all appurtenances and additions thereto and substitutions therefor or replacements thereof, now or hereafter attached or affixed to or constituting a part of, or located in or upon, real property wherever located (including, without limitation, all heating, electrical, mechanical, lighting, lifting, plumbing, ventilating, air-conditioning and air cooling, refrigerating, incinerating and power, loading and unloading, signs, escalators, elevators, boilers, communication, switchboards, sprinkler and other fire prevention and extinguishing fixtures, systems, machinery, apparatus and equipment, and all engines, motors, dynamos, machinery, pipes, pumps, tanks, conduits and ducts constituting a part of any of the foregoing, together with all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, any of the foregoing property);

7. All general intangibles, as such term is defined in the UCC, now owned or hereafter acquired by Debtor and, in any event, including, without limitation, all right, title and interest which Debtor may now or hereafter have in or under any contract, all customer lists, patents, trademarks, service marks, trade names, business names, corporate names, trade styles, logos and other source or business identifiers, and all applications therefor and reissues, extensions or renewals thereof, rights in intellectual property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases,

BOOK 549 PAGE 232

data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill (including, without limitation, the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license), all rights and claims in or under insurance policies (including, without limitation, insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key man and business interruption insurance, and all unearned premiums), uncertificated securities, deposit accounts, rights to receive tax refunds and other payments and rights of indemnification;

8. All instruments, as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located, including, without limitation, all certificated securities and all notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, chattel paper;

9. All inventory, as such term is defined in the UCC, now or hereafter owned or acquired by Debtor, wherever located, and, in any event, including, without limitation, all inventory, merchandise, goods and other personal property which are held by or on behalf of Debtor for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in Debtor's business, including gold, gems and other precious metals and minerals, or in the processing, packaging, promotion, delivery or shipping of the same, and all finished goods;

10. All other goods, as such term is defined in the UCC, and personal property of Debtor, whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Debtor and wherever located; and

11. To the extent not otherwise included, all proceeds, as such term is defined in the UCC, of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing.

UNIFORM COMMERCIAL CODE

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

549 PAGE 233

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269917

RECORDED IN LIBER 518 **FOLIO** 250 **ON** September 29, 1987 **(DATE)**

1. DEBTOR

NAME DGM Enterprises, Inc.

ADDRESS 5187 Raynor Avenue

Linthicum, Maryland 21090

2. SECURED PARTY

NAME Signet Bank/Maryland

ADDRESS Baltimore & St. Paul Streets

Baltimore, Maryland 21203

3. ASSIGNEE

NAME n/a

ADDRESS

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

n/a

MATURITY DATE OF OBLIGATION (IF ANY) n/a

RECORD FEE 10.00
POSTAGE .50
#533640 C777 R03 T11:51
12/14/89
H. ERLE SCHAFER
CO. CIRCUIT COURT

CHECK ☒ FORM OF STATEMENT

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

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY.

SIGNET BANK/MARYLAND

(Signature of debtor)

(Signature of Secured Party)

Printed Name

Robert G. Holmes, Jr., Vice President
Type or Print Above Name on Above Line

Date , 1989

RECEIVED
DEC 7 1989

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262123

RECORDED IN LIBER 498 FOLIO 417 ON June 3, 1986 (DATE)

BOOK 549 PAGE 234

1. DEBTOR

NAME DGM Enterprises, Inc.

ADDRESS 209 Scotts Manor Road

Glen Burnie, Maryland 21061

2. SECURED PARTY

NAME Union Trust Company of Maryland

ADDRESS Baltimore & St. Paul Streets

Baltimore, MD 21203

3. ASSIGNEE

NAME n/a

ADDRESS

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

n/a

MATURITY DATE OF OBLIGATION (IF ANY) n/a

CHECK ☒ FORM OF STATEMENT

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

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

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

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

Termination

RECORD FEE 10.00
POSTAGE .50
#E73450 C777 R03 T11:51
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY.

UNION TRUST COMPANY OF MARYLAND, n/k/a
SIGNET BANK/MARYLAND

(Signature of debtor)

(Signature of Secured Party)

Printed Name

Robert G. Holmes, Jr., Vice President

Type or Print Above Name on Above Line

Date , 1989

RECEIVED
DEC 7 1989

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274117

RECORDED IN LIBER 531 **FOLIO** 090 **ON** August 16, 1988 **(DATE)**

BOOK 549 PAGE 235

1. DEBTOR

NAME DGM Enterprises, Inc.

ADDRESS 5187 Raynor Avenue

Linthicum, Maryland 21090

2. SECURED PARTY

NAME Signet Bank/Maryland

ADDRESS Baltimore & St. Paul Streets

Baltimore, Maryland 21203

3. ASSIGNEE

NAME n/a

ADDRESS

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

n/a

MATURITY DATE OF OBLIGATION (IF ANY) n/a

CHECK ☒ FORM OF STATEMENT

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

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY.

RECORD FEE 10.00
POSTAGE .50
#533660 C777 R03 T11:51
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1558

SIGNET BANK/MARYLAND

(Signature of debtor)

(Signature of Secured Party)

Printed Name

Robert G. Holmes, Jr., Vice President
Type or Print Above Name on Above Line

Date , 1989

RECEIVED
DEC 7 1989

A.A.CO
$647.50

BOOK 549 PAGE 236

SUPPLEMENTAL

FINANCING STATEMENT

File No 279386

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

1 DEBTOR(S) and Address(es)	2. SECURED PARTY and Address
DGM Enterprises, Inc. 5187 Raynor Avenue Linthicum Heights, MD 21090	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Robert G. Holmes
	Return to Secured Party

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

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

[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 sales and service of office equip (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

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

RECORD FEE 11.00
POSTAGE CK .50
#533680 C777 R03 T11:52
12/14/89
ERLE SCHAFER
AA CO. CIRCUIT COURT

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 $ 175,000.00
See attached formula

DEBTOR:

DGM Enterprises, Inc.
(Type Name)

By: Rhonda G. McKenna
Rhonda G. McKenna, President

By: _____

SECURED PARTY:
SIGNET BANK/MARYLAND

By: Robert G. Holmes

Robert G. Holmes, Jr., Vice President
(Type Name)

December 1 1989
(Date Signed by Debtor)

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

Md., ~~Va., D.C., Pa.~~

To be recorded in the Land Records and Financing Statement Records of Anne Arundel County, and the Maryland State Department of Assessments and Taxation. Recordation taxes in the amount of $686.00 have been paid in Anne Arundel County.

RECEIVED
DEC 7 1989

0812-1071

RECORDATION TAX AFFIDAVIT BOOK 549 PAGE 237

TO WHOM IT MAY CONCERN:

Signet Bank/Maryland, a Maryland banking corporation, (the "Lender") has agreed to lend the sum of One Hundred Seventy Five Thousand Dollars ($175,000) (the "Loan") to DGM Enterprises, Inc., a Maryland corporation, (the "Debtor"). In consideration thereof, the Debtor has granted a security interest to the Lender in certain collateral having a total value of approximately Two Hundred Eighty-Two Thousand Dollars ($282,000) (the "Collateral").

The Debtor hereby represents and warrants that approximately One Hundred Twenty-Five Thousand Dollars ($125,000) of the total value of the Collateral consists of business inventory, accounts, contract rights, goodwill and other general intangibles as defined in Section 12-108(k)(1) and (2) of the Tax-Property Article of the Annotated Code of Maryland (the "Code"), and that approximately One Hundred Fifty-Seven Thousand Dollars ($157,000) of the total value of the Collateral constitutes equipment and other tangible assets as defined in the Code.

IN WITNESS WHEREOF, the undersigned President of Debtor, has executed this Affidavit on behalf of the Debtor this 1st day of December, 1989.

ATTEST:

Dale F. McKenna

Dale F. McKenna, Secretary

DGM ENTERPRISES, INC.

By: Rhonda G. McKenna

Rhonda G. McKenna, President

STATE OF MARYLAND
CITY/COUNTY OF CARROLL **to wit:**

I HEREBY CERTIFY that on this 1st day of December, 1989, before me, a Notary Public in and for the State and City/County aforesaid, personally came Rhonda G. McKenna, known to me or satisfactorily proven to be the person whose name is subscribed to the within Affidavit and acknowledged that she executed the same as President of DGM Enterprises, 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

271d1464.txt
41314.390:03

$\frac{157,000}{282,000} \cdot 56\% \times 175,000 = 98,000$ f.v.

BOOK 549 PAGE 235

279387

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
SYSTEMS ANALYTIC SPECIALIST MICHAEL B QUARTUCCI 1311 ASTER DR GLEN BURNIE, MD 21061	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 SG80 1 PA81
1 PC259

RECORD FEE 12.00
POSTAGE .50
#533700 C777 R03 T11:53
12/14/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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:

EXEMPT FROM STATE RECORDATION TAX. SECURED PARTY IS SELLER. CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR. AFTER FULL PAYMENT HAS BEEN MADE WILL BECOME PROPERTY OF THE DEBTOR.

Check (X) if covered. ☐ Proceeds of collateral are also covered. ☐ Products of collateral are also covered.

Number of additional sheets, if any:

Filed with

SYSTEMS ANALYTIC SPECIALIST SENCORE INC

By: Michael B Quartucci
Signature of Debtor

By: Signature of Secured Party 12-5-89

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.

BOOK 549 PAGE 239

Statement for Reg. of Deeds or Secy. of State — Uniform Commercial Code

For Filing Officer

1 Debtor(s) (Last Name First) and Address(es)
Manfred Meyer & Associates, Inc.
2420 Elmhurst Road
Elk Grove, IL 60007

2 Secured Party of Record and Address
First Wisconsin National Bank
of Milwaukee
622 North Cass Street, Suite 200
Milwaukee, WI 53202

3 No. of Additional Sheets Presented:

RECORD FEE 10.00
POSTAGE .50
#533710 C777 R03 T11:55
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4 This statement refers to original Financing Statement filed on Book 532-Pg. 39-40 9/9/88
File No. 274474/ ☐ Sec. State — OR — ☒ Reg. Deeds for Anne Arundel (MD) County

5 ☐ Continuation — The Financing Statement is still effective.
6 ☒ Amendment — Financing Statement amended as set forth in Item 11. Signature of Debtor required at Item 12 unless amendment only changes name or address of either party.
7 ☐ Release — Secured Party releases only the collateral described in Item 11.
8 ☐ Termination — Secured Party no longer claims a security interest under the Financing Statement.
9 ☐ Partial Assignment — Some of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11. A description of the collateral subject to the assignment is also set forth in Item 11.
10 ☐ Full Assignment — All of Secured Party's rights under the Financing Statements have been assigned to the assignee whose name and address are set forth in Item 11.

11
See Exhibit A attached hereto for amendments.

12 Necessary Only For Amendment. See Item 6.
MANFRED MEYER & ASSOCIATES, INC.

SIGNATURE OF DEBTOR — TITLE PRESIDENT

SIGNATURE OF DEBTOR — TITLE

13 Not valid until signed by Secured Party
FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE

TYPE OR PRINT NAME OF SECURED PARTY OF RECORD

By: Asst. Vice Pres.

SIGNATURE OF SECURED PARTY OF RECORD — TITLE OR ITS REPRESENTATIVE

(1) FILING OFFICER COPY—ALPHABETICAL

BOOK 549 PAGE 240

EXHIBIT A

Debtor Box Shall Be Amended To Read:

Manfred Meyer & Associates, Inc.
2420 Elmhurst Road
Elk Grove Village, IL 60007*

*Debtor and Debtor's Collateral Also Located At:

809 North Barkwood Corut
Linthicum Heights, MD 21090

Collateral Description shall be amended to include:

All equipment and fixtures, all spare and repair parts, all tools and all appurtenances.

LIBER 549 FOLIO 241 279388

Financing Statement for Secretary of State — Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es)
Heritage Supply Co.
2420 Elmhurst Road
Elk Grove Village, IL 60007*

2 Secured Party and Address
First Wisconsin National Bank
of Milwaukee
622 North Cass Street, Suite 200
Milwaukee, WI 53202

For Filing Officer

RECORD FEE 11.00
POSTAGE .50
#533720 C777 R03 T11:55
12/14/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3 No. of Additional Sheets Presented:

4 This Financing Statement covers the following types (or items) of Property (Collateral):

See Exhibit A attached hereto for Collateral description.

*Debtor and Debtor's Collateral Also Located At:

809 North Barkwood Court
Linthicum Heights, MD 21090

THIS FINANCING STATEMENT IS NOT SUBJECT TO RECORDATION TAX.

Anne Arundel Cnty., MD

5 Assignee of Secured Party and Address

Proceeds of collateral are covered. Products of collateral are covered unless checked ☐

6 "Continuing Business Relationship" under s.409.404(1) (c) Wis. Stats. exists if checked ☒

7 HERITAGE SUPPLY CO.

SIGNATURE OF DEBTOR — TITLE: PRESIDENT

SIGNATURE OF DEBTOR — TITLE

SIGNATURE OF DEBTOR — TITLE

SIGNATURE OF DEBTOR — TITLE

8 FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE

SIGNATURE OF SECUREO PARTY OR ASSIGNEE — TITLE: Asst. V. Pres.

Signature of Secured Party permitted in lieu of Debtor's signature:
(1) Collateral is subject to security in another jurisdiction, and ☒
☐ Collateral is brought into this state;
☐ Debtor's location was changed to this state.
(2) For other situations, see s.409.402(2), Wis. Stats.

(1) FILING OFFICER COPY—ALPHABETICAL

EXHIBIT A

All of the following whether now owned or existing or hereafter created or acquired, wheresoever located, together with all additions and accessions thereto and all proceeds and products thereof: 1) All Debtor's accounts, instruments, documents of title, drafts, notes, acceptances, chattel paper, general intangibles (including without limitation all goodwill, patents, trademarks, trade names, franchises, licenses, copyrights, customer lists, computer programs and software, claims under business interruption insurance and any claims or rights of action against third parties), all contract rights, rights under any lease of personal or real property, all lien rights, all personal property received as returns and repossessions, all other forms of receivables, any tax, pension, insurance or other refunds of any form, any overfunded liability or overpaid asset, all money, certificates of deposit, cash deposits, reserves of funds or other property in the possession of Secured Party, or its subsidiaries, affiliates or participants; 2) all inventory, including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work-in-process and materials and supplies used or consumed in Debtor's business; 3) all equipment and fixtures, all spare and repair parts, all tools, all accessions, parts and all appurtenances; 4) any proceeds of credit or other forms of insurance coverage on any of the foregoing; and 5) all books and records of Debtor pertaining to all of the foregoing.

ANNE ARUNDEL COUNTY

549 243

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. #264959 **Dated** 12/3/86

Record Reference Book#505 Page#504

2. DEBTOR is:

Name: Chesapeake Realty, Inc. T/A Century 21
(Last Name First)

Address: 2708 Mountain Rd., Pasadena, Md. 21122

RECORD FEE 10.00
~~POSTAGE~~ .50
#533760 C777 R03 T11:57
12/14/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. SECURED PARTY is:

Name: Union Trust Co. of Md.

Address: Baltimore & St. Paul Sts., Baltimore, Md. 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: UNION TRUST COMPANY OF MARYLAND

BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Co. of Md. Now Known As Signet Bank/Md.

Date: 11/22, 1989 **By:** Nancy Fox CBO
(Title)

015-1781-0337

16.50

Send (1) UCC-3 form to the Department of State, (2) completed filing copy to the Recorder of Deeds in the county where the Debtor is located, and (3) completed filing copy to the County Recorder of Deeds in the county where the Secured Party is located.

PARTIES

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

Kreuzburg, Thomas T/A
Metro Video Productions
36 Virginia Avenue
Edgewater, MD 21037

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

National Bank of Boyertown
P. O. Box 547
Philadelphia & Reading Aves.
Boyertown, PA 19512
Attn:

2

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

SIGNATURE(S)

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):

NATIONAL BANK OF BOYERTOWN

M. Jean Mease, A.V.P.

4

BOOK 549 PAGE 241

FINANCING STATEMENT CHANGE
Uniform Commercial Code Form UCC-3
IMPORTANT — Please read instructions on reverse side of page 4 before completing

279389

Filing No. (stamped by filing officer):

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

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 Anne Arundel County.
☐ Real Estate Records of _____ County.

6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters):

8

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. 259004
filed with the: Liber 491 page 133

☐ Secretary of the Commonwealth on (date) _____.
☒ Prothonotary of Anne Arundel County on (date) 10/31/85.
☐ Real Estate Records of _____ County on (date) _____.

9

DESCRIPTION OF FINANCING STATEMENT CHANGE

☐ **Continuation** - The original Financing Statement identified above is still effective.

☒ **Termination** - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.

☐ **Release** - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.

☐ **Assignment** - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.

☐ **Amendment** - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

10

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

RECORD FEE 10.00
POSTAGE CK .50
#533770 C777 R03 T11:58
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

11

RETURN RECEIPT TO:

National Bank of Boyertown
P. O. Box 547
Philadelphia & Reading Aves.
Boyertown, PA 19512
Attn: Debbie Gressley

10.50

12

STANDARD FORM UCC-3 (12/88)
Approved by Secretary of Commonwealth of Pennsylvania

FILING OFFICE ORIGINAL

BOOK 549 PAGE 245 STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

279390
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 KNEEISI, Don

Address 1744 Long Green Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Chief Automotive Systems, Inc

Address 1924 East Fourth Street, Grand Island, NE 68801

_____

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

3. Maturity date of obligation (if any) _____

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

RECORD FEE 11.00
POSTAGE .50
#533780 C777 R03 T11:59
12/14/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Name and address of Assignee

"Purchase Money Security Interest In:" One Chief E-Z Liner Frame Straightener manufactured by Chief Automotive Systems Inc. S/N 60764 used by Debtor in its business, and all accessories, parts and equipment installed on and with the machine at the time of installation, all replacements or substitutions of any thereof, and all proceeds of all 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)

Don Kneeisi
(Signature of Debtor)

KNEEISI, Don
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

B. Rose, Credit Manager
(Signature of Secured Party)

Chief Automotive Systems, Inc
Type or Print Above Signature on Above Line

11/5

549 PAGE 246

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

279391

PARTIES

Debtor name (last name first if individual) and mailing address:
Baldwin Line Construction of
Maryland, Inc.
6121, Route 322
Narvon, Pa. 17555
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:
Blue Ball National Bank
PO Box 580
Blue Ball, Pa. 17506
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

Filing No. (stamped by filing officer): **Date, Time, Filing Office** (stamped by filing officer):

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 Maryland
☐ 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:

1979 Ford F-700 Truck, Serial #F70BVDC6696
with Production Digger

RECORD FEE 11.00
POSTAGE .50
#533830 C777 R03 T12:0
12/14/8
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

☐ (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):
Baldwin Line Construction of Maryland, Inc.
1
Barry J. Baldwin - Pres.
1a
1b
11

RETURN RECEIPT TO:

Blue Ball National Bank
Attn: Collateral Control Department
PO Box 580
Blue Ball, Pa. 17506

12

STANDARD FORM — FORM UCC-1 (12/88)
Approved by Secretary of Commonwealth of Pennsylvania

FILING OFFICE ORIGINAL
NOTE—This page will not be returned by the Department of State.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279392

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

RECORD FEE 11.00
POSTAGE .50
#533850 C777 R03 T12:27
12/14/89
CK
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)

To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 11/2/89, Schedule # 01, dated 11/2/89 between Assignor as Lessor and LEASE ACCOUNT #019862 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 11/22/89 between Assignor and Assignee:

see attached

3029

CHECK ☒ THE LINES WHICH APPLY

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

☐ (If 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.

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

(Signature of Secured Party)

Type or Print Above Name on Above Line

Anne Arundel

1/2

BOOK 549 PAGE 248

01

EQUIPMENT LIST

One (1) Model ES 240/80 AH-CC80 Engel Injection Molding Machine s/n 2678/080/86 Job #1/08062/4, screw diameter 35mm incld. electrical panel
w/ machine leveling & vibration mounts; alarm bell in addition to light; stainless steel sleeve in feedthroat; Heater transformer; extra large pump motor arrangement for increased pump drive capacity w/increased injection velocity & injection rate 30HP; CC80 (A.0.6) total machine control, w/hardware, software/proportional closed loop process control (on cycle) w/servo valve
CC80 Computer enhancement pkg. w/hardware/software:
Micrograph
Microplast

One (1) A Page selective print out/major parameters
Real time clock
Color video display unit i.p.o. stnd. monochrome high resolution 12"

One (1) Set machine tools

One (1) Option 816 Closed Loop cl.cont.

One (1) Option 209 Air Blow Off

TransFinancial Leasing Corp.

BY: _____

TITLE: Frank J. Sarro III President

DATE: 11/22/89

Societe Generale Financial Corp.

BY: _____

TITLE: _____

DATE: _____

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 (REV. 7/89)

Identifying File No. 279393

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

If transaction or transactions wholly 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 INTERCAP GRAPHICS SYSTEMS, INC.

Address 116 Defense Highway, Annapolis, Maryland 21401

2. SECURED PARTY

Name VENTURE FIRST II L.P., as agent and in its own behalf

Address 5408 Purlington Way

Baltimore, Maryland 21212

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

RECORD FEE 11.00
POSTAGE CK .50
#353840 CTT7 R03 T12:27
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

All of the following described property of the debtor, whether now in existence or hereafter created or acquired and wheresoever situated, as well as in the cash and noncash proceeds thereof, including, without limitation, insurance proceeds: (a) all accounts, inventory, contract rights, documents, chattel paper, instruments and general intangibles; (b) all books and records of debtor pertaining to any of the foregoing property; and (c) including, but not limited to, all of the types of property described on Exhibit A attached hereto.

Name and address of Assignee

W14592

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

INTERCAP GRAPHICS SYSTEMS, INC.

By: Thomas O. Mills
(Signature of Debtor)

Thomas O. Mills, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

VENTURE FIRST II L.P., as agent and in its own behalf

By: Venture First Associates II L.P.

By: W. Andrew Grubbs
(Signature of Secured Party)

W. Andrew Grubbs, General Partner

Type or Print Above Signature on Above Line

1/50

EXHIBIT A

Debtor: INTERCAP GRAPHICS SYSTEMS, INC.

Secured Party: VENTURE FIRST II L.P., as agent and in its own behalf

All of the following described property of debtor, whether now in existence or hereafter created or acquired and wheresoever situated, as well as in the cash and non-cash proceeds thereof, including, without limitation, insurance proceeds:

(a) All accounts, contract rights, chattel paper, instruments and documents; and

(b) All inventory, including, but not limited to, all goods intended for sale or lease by debtor, or for display or demonstration; all work-in-process; all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, printing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in debtor's business; and

(c) All general intangibles, including, without limitation, all choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, good will, copyrights, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to debtor to secure payment of any of the accounts by an account debtor, all rights to indemnification and all other intangible property of every kind and nature; and

(d) All cash and non-cash proceeds of any of the foregoing property, including, without limitation, proceeds of insurance policies insuring any of the foregoing property; and

(e) All books and records of debtor pertaining to any of the foregoing property.

INTERCAP GRAPHICS SYSTEMS, INC.

By: Thomas O. Mills
Thomas O. Mills, President

WACH/#1448

FOLIO 549 PAGE 250 279394

☐ TO BE
☒ ~~NOT~~ TO BE
RECORDED IN LAND RECORDS
☒ SUBJECT TO
☐ NOT SUBJECT TO
RECORDING TAX ON PRINCIPAL AMOUNT OF $ 10,400.00

FINANCING STATEMENT

1. Debtor(s):

F. Scott Jay & Company, Inc.
Name or Names--Print or Type

214 Najoles Drive | Millersville | Md. | 21108
Address--Street No. | City-County | State | Zip Code

F. Scott Jay & Company, Inc.
Name or Names--Print or Type

214 Najoles Drive | Millersville, | Md. | 21108
Address--Street No. | City-County | State | Zip Code

2. Secured Party:

Mercantile-Safe Deposit & Trust Company
Name or Names--Print or Type

#2 Hopkins Plaza | Baltimore | Md. | 21201
Address--Street No. | City-County | State | Zip Code

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

JF-390 Cemco Wide Belt Sander

RECORD FEE 11.00
RECORD TAX 73.50
POSTAGE .50
#533910 C777 R03 T12:30
CK 12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. If collateral is crops, describe real estate.

5. Proceeds of collateral ☐ are ☐ are not covered.

6. Products of collateral ☐ are ☐ are not covered.

Debtor(s):

(Signature of Debtor) President

F. Scott Jay President
Type or Print

(Signature of Debtor)

Type or Print

Secured Party:

Mercantile Safe Deposit & Trust Company
(Company, if applicable)

(Signature of Secured Party)

David R. Bowen, Vice President
Type or Print (Include title if Company)

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

Name and Address

11.00
13.50
.50

BOOK 549 PAGE 251

279395

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 $ 5,194.00 . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s): Address(es):

Mid-Atlantic Primary Health Care Association, Inc.

1460 Governor Ritchie Highway
Suite 204
Arnold, Md. 21012

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. _____

6. Secured Party: Maryland National Bank Address:

Attention: Barbara Slacum

1713 West Street
Annapolis, Md. 21401

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

RECORD FEE 11.00
RECORD TAX 38.50
POSTAGE .50
RECEIPT # 9777 R03 T12:32
12/14/89
CIRCUIT COURT

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.

N/A ☐ 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.

N/A ☐ 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.

N/A ☐ 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.

N/A ☐ D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural 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.

N/A ☐ 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.

N/A ☐ 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.

N/A ☐ 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.

N/A 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: Mid-Atlantic Primary Health Care Association, Inc.

By: Paula B. McLellan (Seal)
Type name and title, if any
Paula B. McLellan, Executive Director

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

Secured Party: Maryland National Bank

By: Janice B. Marcellas (Seal)

Janice B. Marcellas, Manager
Type name and title

MARYLAND NATIONAL BANK

207-95 REV. 7/88

11.00
38.50
.50

BOOK 549 PAGE 252

1. Toshiba 8510 Copier with ROH-Duplexer-20 Bin Sorter-Custom Cabinet

BOOK 549 PAGE 253 STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279396

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

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

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

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

1. DEBTOR

Name J & K Distributors, Inc.

Address 2012 Renard Court, Annapolis, MD 21401

2. SECURED PARTY

Name Maryland Clarklift Co., Div. The Space Maker Group, Inc.

Address 3310 Childs St. Baltimore, Maryland 21226

Person And Address To Whom Statement Is To Be Returned 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) One used Clark model EC500-55
electric forklift
serial no. E355-563-4731
GNB model 18-85x25 battery
serial no. KBI-1357
GNB model GTC 18-725T1 charger
serial no. 8300059

Name and address of Assignee
Maryland Clarklift Co., Div
The Space Maker Group, Inc.
3310 Childs Street.
Baltimore, Maryland 21226

RECORD FEE 11.00
#533970 C777 R03 T12:33
GK 12/14/89
HENRY 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)

X Kay F. Price
(Signature of Debtor)

Kay F. Price Pres.
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

_____
(Signature of Secured Party)

General Manager
Type or Print Above Signature on Above Line

11

BOOK 549 PAGE 251 STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279397 HA 11.50

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

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

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

This financing statement Dated Dec. 2, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael G. Braver

Address 1925 Main Street, 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 1845C Uni-Loader
S/N JAF0040034

with CASE D100 Backhoe
S/N JAF0003999

Name and address of Assignee

J. I. Case Credit Corp.
P. O. Box 292
Racine, WI 53401

RECORD FEE 11.00
POSTAGE CK .50
#5333280 CITY R03 T12:33
12/14/89
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)

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Michael G. Braver
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

11.50

549 PAGE 255 279398

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor	**Mailing Address**
Marie I. Wauldron Daniel J. DeLore	7959 Telegraph Road #68 ~~#6~~ Severn, Maryland 21144

SECURED PARTY

John Hanson Savings Bank FSB — **809 Gleneagles Court, Suite 201, Towson, Maryland 21204**

1. **This Financing Statement covers the following types (or items) of property (the collateral).**
   USED 1988, Holly Park Homes, "Forest Park" Mobile Home
   60 X 14, Serial # 03-FP-10632

2. **Proceeds and products of the collateral are also specifically covered.**

3. **Mr. Clerk: Mail instrument to secured party named above at the address stated.**

RECORD FEE 12.00
POSTAGE GK .50
#533210 C777 R03 T11:17
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor

X Marie I. Wauldron
X Daniel J. DeLore

Secured Party

JOHN HANSON SAVINGS BANK FSB

By Kathryn L. Ruley

NOTE: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc. **, which has been assigned to John Hanson Savings Bank FSB.**

Over
Recorded
12:50

EBR 549 PAGE 256

279399

MARYLAND FINANCING STATEMENT

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

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

1. LESSEE R.A. Ferrer, M.D./Gynecare Center, P.A.
(Name or Names)
8055 Ritchie Highway, Suite 204, Pasadena, Maryland 21122
(Address)
LESSEE NFSL 3678
(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 & Loan Association
(Name or Names)
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

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

One - Toshiba 2810 Copier

RECORD FEE 12.00
POSTAGE .50
#533900 CTT7 R03 T12:30
12/14/87
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

LESSEE	LESSOR
R.A. Ferrer, M.D./Gynecare Center, P.A.	CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Romeo Ferrer, MD President	By: Gordon T. Hill President
Romeo A. Ferrer (Title)	Gordon T. Hill (Title)
(Type or print name of person signing)	(Type or print name of person signing)
By: (Title)	Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC. 8767 SATYR HILL ROAD BALTIMORE, MD 21234
(Type or print name of person signing)	

12 50

☐ TO BE
☒ NOT TO BE

RECORDED IN LAND RECORDS

☒ SUBJECT TO
☐ NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF $100,000.00

549 PAGE 257

279400

FINANCING STATEMENT

1. Debtor(s):

F. Scott Jay & Company, Inc.
Name or Names--Print or Type

214 Najoles Drive | Millersville | Md. | 21108
Address--Street No. | City-County | State | Zip Code

F. Scott Jay & Company, Inc.
Name or Names--Print or Type

214 Najoles Drive | Millersville, | Md. | 21108
Address--Street No. | City-County | State | Zip Code

2. Secured Party:

Mercantile-Safe Deposit & Trust Company
Name or Names--Print or Type

#2 Hopkins Plaza | Baltimore | Md. | 21201
Address--Street No. | City-County | State | Zip Code

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

See Schedule A Attached

4. If collateral is crops, describe real estate.

RECORD FEE 11.00
RECORD TAX 700.00
POSTAGE .50
#533920 C777 R03 T12:31
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

5. Proceeds of collateral ☐ are ☐ are not covered.

6. Products of collateral ☐ are ☐ are not covered.

Debtor(s):

(Signature of Debtor) President

F. Scott Jay Pres.
Type or Print

(Signature of Debtor)

Type or Print

Secured Party:

Mercantile Safe Deposit & Trust Company
(Company, if applicable)

(Signature of Secured Party)

David R. Bowen, Vice President
Type or Print (Include title if Company)

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

Name and Address _____

11

715

Schedule A

All of the machinery and equipment listed below, together with all parts, accessories, attachments, additions, substitutions and all replacements thereof, now or hereafter installed in, affixed to or used in connection therewith.

Ulitimate Computer model 1410 computer #GADPG01A-001 BV0302

Inmac Multiplexor #8054-02-423

Gemini Star NR-15 Printer #230070100389

Gemini Star NR-15 Printer #230070100388

B.O.S.S. Customized application software - order entry, inventory control, billing, mill reporting, purchasing and accounts receivable

Md Communication Walkie-Talkies #C00660, C00663, B05555, C8475, C8476, C8482, D7179, D7206, D7199

Cellular One Car phones: Uniden CP1000 BMW, Uniden CP1000
172-00452/46 22' Box

Wadkin Panel saw CP12 #87331

Pruitt Machinery Northfield used 20" bank saw #621198-E

Jenks Delta jointer #37-350-61

Jenks Delta drill press 15231 #1006953

Allied Trailer Office trailer 10X400FC #39552

Jenks Northfield radial arm saw #X36AF

Duo-Fast, Inc. D-F heavy finish nailer #HFN-8805

Duo-Fast, Inc. D-F corrugated fastener #CF-100

Jenks Delta jointer #37-352-61

Thompson & Cooke 10" table saw #6610230V5HP3PH

Air Compressor Specialists industrial air compressor #C521E80H

BEC Industries Portable dust collector #750-31HPW5J

Storage Concepts Racking - Model #130, Series 66

Storage Concepts Racking - Model #123

EBC 549 PAGE 259

MARYLAND FINANCING STATEMENT TERMINATION

This Statement Refers to Original Financing Statement
(reference to Statement of Assignment included)

Liber No. 514

Folio: 38

Identification No. 268324 Dated:

1. Debtor(s): Gussie's Pizza Enterprises, Inc.

Address - Street No. City-County State Zip Code

RECORD FEE 10.00
POSTAGE .50
#534030 CTTT R03 T12:36
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party: Gussie's Pizza, Inc.

Name or Names - Print or Type

8542 Stevensonwood Road

Baltimore, Maryland 21207
Address - Street No. City-County State Zip-Code

3. Maturity Date (if any):

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

Dated: October 27, 1989

RETURN TO:

Charles S. Winner, Esq.
Fisher & Winner
315 N. Charles Street
Baltimore, MD 21201

[redacted]

1990 NOV 27 P 9:51

Milton Kelman
(Signature of Secured Party)
MILTON KELMAN, PRESIDENT
GUSSIE'S PIZZA, INC.
(Name of Secured Party)

(Signature of Secured Party)

(Name of Secured Party)

Type or Print (Include Title if Company)

10 52

BOOK 549 PAGE 260

279402

☐ TO BE / ☐ NOT TO BE — RECORDED IN LAND RECORDS

☐ SUBJECT TO / ☐ NOT SUBJECT TO — RECORDING TAX ON PRINCIPAL AMOUNT OF $ _____

FINANCING STATEMENT

1. Debtor(s):

Roberta L. Boruvka
Name or Names—Print or Type

157 G Ritchie Highway, Severna Park, MD 21146
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

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

2. Secured Party:

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

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

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

GT301WK Serial # 478510G3HY
GTN350 Serial # 478413B3HY

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

N/A

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 11.00
POSTAGE .50
#534040 CTT7 R03 T12:36
CK 12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

X Roberta L. Boruvka
(Signature of Debtor)

Roberta L. Boruvka
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

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

Merry Lee Lundzke S/I
(Signature of Secured Party)

Type or Print (Include title if Company)

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

Name and Address Carey Sales & Service, Inc. 3141-47 Frederick Avenue, Baltimore, MD 21229

Lucas Bros. Form F-1

1.150

waffle, ~~waffle~~
AA.

279403

14.50

BOOK 549 PAGE 261

NOT SUBJECT TO RECORDATION TAX

MARYLAND NATIONAL BANK

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of _____

2. ■ To Be Recorded among the Financing Statement Records of Anne Arundel County, Maryland

3. ☐ Not subject to Recordation Tax.

4. ■ Recordation Tax has been paid on the principal amount of $ 100,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s):

RT. 170 BUSINESS PARK PARTNERSHIP

Address(es):

c/o Gary W. Koch Associates, Inc.
900 Ritchie Highway
Severna Park, Maryland 21146

6. Secured Party:

MARYLAND NATIONAL BANK
Attention: Laura R. Richardson

Address: Real Estate and Mortgage Division
10 Light Street
19th Floor
Baltimore, Maryland 21202

RECORD FEE 14.00
POSTAGE .50
#534320 CTTT R03 T13:25
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated November, 19 89 from Debtor(s) to Constance M. Creamer and Margaret D. Kirmil, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

Debtor(s):

RT. 170 BUSINESS PARK PARTNERSHIP

By _____ (SEAL)
Gary W. Koch, General Partner

By _____ (SEAL)
James A. Elling, General Partner

By _____ (SEAL)
James L. North, General Partner

Secured Party:
MARYLAND NATIONAL BANK

By: _____ (SEAL)

Laura R. Richardson, Assistant Vice President
Type name and title

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

853-8 ED 1/85

M.N.B.
NOV 30 '89
REAL ESTATE REVIEW

14.50

RETURN TO:
MARYLAND NATIONAL BANK
ATTN: REAL ESTATE
REVIEW UNIT
10 LIGHT STREET 19TH FLOOR
BALTIMORE MARYLAND 21202 - over

386 3396 - 9002

Deed of Trust dated August 25, 1988 and recorded in Liber 4680, folio 476, from Rt. 170 Business Park Partnership to Stephen F. Beckenholdt and Dennis M. Miller, Trustees securing Maryland National Bank, given to secure $375,000.00.

Deed of Trust dated October 20, 1988 and recorded in Liber 4826, folio 291, from Rt. 170 Business Park Partnership to Stephen F. Beckenholdt and Dennis M. Miller, Trustees securing Maryland National Bank, given to secure $275,000.00.

Modification and Consolidation Agreement dated October 20, 1988 and recorded in Liber 4826, folio 299, by and between Maryland National Bank; Rt. 170 Business Park Partnership and Stephen F. Beckenholdt and Dennis M. Miller, Trustees.

Modification Agreement dated April 1, 1989 and recorded in Liber 4840, folio 497, by and between Rt. 170 Business Park Partnership and Constance M. Creamer and Margaret D. Kirmil, Trustees for Maryland National Bank.

Modification and Consolidation Agreement dated May 8, 1989 and recorded in Liber 4855, folio 280, by and between Maryland National Bank; Rt. 170 Business Park Partnership and Constance M. Creamer and Margaret D. Kirmil, Trustees.

Deed of Trust dated May 8, 1989 and recorded in Liber 4863, folio 673, by and between Rt. 170 Business Park Partnership and Constance M. Creamer and Margaret D. Kirmil, Trustees securing Maryland National Bank, given to secure $90,000.00

Assignment of Lessor's Interest in Leases dated May 8, 1989 and recorded in Liber 4863, folio 682, by and between Rt. 170 Business Park Partnership and Maryland National Bank.

Deed of Tust dated August 17, 1989 and recorded in Liber 4923, Folio 609 by and between Rt. 170 Business Park Partnership and Constance M. Creamer and Margaret D. Kirmil, Trustees securing Maryland National Bank, given to secure $ 110,000.00.

Modification and Consolidation Agreement dated August 17, 1989 and recorded in Liber folio , by and between Maryland National Bank; Rt. 170 Business Park Partnership and Constance M. Creamer and Margaret D. Kirmil, Trustees for Maryland National Bank.

Assignment of Lessor's Interest in Leases dated August 17, 1989 and recorded in Liber 4923,folio 615, by and between Rt. 170 Business Park and Maryland National Bank.

RETURN TO:
MARYLAND NATIONAL BANK
ATTN: REAL ESTATE
REVIEW UNIT
10 LIGHT STREET - 19TH FLOOR
BALTIMORE, MARYLAND 21202

549 263

279404

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

Debtor(s) (Last Name First) and address(es)	Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Power Component Systems, Inc. 7526 Connelley Drive Hanover, MD 21076	SYGNET LEASING 1989A 10 E. 22ND Street Suite 214 Lombard, IL 60148	RECORD FEE 11.00 POSTAGE .50 #534490 CTTT R03 T13:48 12/14/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT

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

The Following Equipment under Lease No. 535001
Schedule No. 2:

(1) HP LaserJet II
SN# 2914A90347

ASSIGNEE OF SECURED PARTY
LaSalle Bank
4733 Main
Lisle, IL 60532

EQUIPMENT LEASE THAT DOES NOT CREATE A SECURITY INTEREST - NOT SUBJECT TO MARYLAND RECORDATION TAX.

2. ☐ Products of Collateral are also covered.

5976 CM 124983

_____ Additional sheets presented.

_____ Filed with Office of Secretary of State of Illinois.

_____ Debtor is a transmitting utility as defined in UCC §9-105.

Power Component Systems, Inc.

By: [signature]
Signature of (Debtor)

David Leach, President
(Secured Party)*

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

Filing Officer Copy—Alphabetical

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

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-1—REV. 8-75

11.50

MDR 549 PG 264

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)

Jameson-Siebert Realty
192 Duke of Gloucester St.
Annapolis, MD 21401

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

Garden City Plaza Associates, Ltd.
c/o VMS Realty Investment
8700 West Bryn Mawr
Chicago, IL 60631

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE SK .50
#534510 C777 R03 T13:49
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 269669 Book 517/Page 386
Filed with Anne Arundel Co., MD Date Filed 9/9/ 19 87

5. ☐ **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number above, is 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 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. This financing statement covers the secured interest in Garden City Plaza Associates, Ltd.
Please amend debtor information as follows:

Jameson-Siebert Realty Partnership

(551529) 10537/CC

No. of additional Sheets presented:

Leslie Gesme authorized signatory for VMS Realty Investment, Ltd., attorney-in-fact for:
Jameson-Siebert Realty

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

Re: Garden City Plaza Associates, Ltd.
By: VMS Realty Investment Ltd.

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

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

1030

PARTIES 12-8-89

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

NEWCO PAVING
404 FAIRLEA DRIVE
EDGEWATER, MD 21037

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

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

I

Filing No. (stamped by filing officer):

BOOK 549 PAGE 265

279405

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

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. 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 Anne Arundel County.

☐ real estate Records of _____ County. 6

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): **LEASE No.** 0-20495-0 8

COLLATERAL

Identify collateral by item and/or type:

Vendor: O'BRIEN EQUIPMENT COMPANY
(1) GEHL SKID LOADER MODEL 4615

RECORD FEE 11.00
#534520 CTTT ROJ T13:47
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

☒ (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): NEWCO PAVING

1 ✓ Ettore E. Fagiolo Owner
(NAME/TITLE) Ettore E. Fagiolo, Owner

1a
(NAME/TITLE)

1b
(NAME/TITLE)

11

RETURN RECEIPT TO:

COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

12

FILING OFFICE ORIGINAL

NOTE — This page will not be returned by the Department of State.

PARTIES

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

Franki Northwest Company
P.O. Box 3487
Crofton, MD 21114

BOOK 549 PAGE 266

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

BECKWITH MACHINERY COMPANY
Mail Address — P.O. Box 8718
Pittsburgh, PA 15221
Legal Address — Route 22 East
Murrysville, PA 15668

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):

☒ **R.A. Holcomb, Vice Pres.-Finance**

☐ **T. J. Fleury, Treasurer**

4

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

279406

Filing No. (stamped by filing officer): **Date, Time, Filing Office** (stamped by filing officer):

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 Clerk of Anne Arundel County.
☐ real estate records of _____ County.

6

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): 943192921 8

COLLATERAL

Identify collateral by item and/or type:

New Caterpillar Model 943 Track Loader
S/N 19Z921

RECORD FEE 11.00
POSTAGE .50
#534570 C777 R03 T13:54
CK 12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Not subject to recordation tax.

☐ (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 be 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): Franki Northwest Company

1 John Zygaj, Project Manager

1a

1b

11

RETURN RECEIPT TO:

BECKWITH MACHINERY COMPANY
ATTN: Finance Department
P.O. Box 8718
Pittsburgh, PA 15221

12

STANDARD FORM - FORM UCC-1 (1-1-89)
Approved by Secretary of Commonwealth of Pennsylvania
FORM 431 4-89

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

AA 7487(235)

BOOK 549 PAGE 267

MARYLAND FINANCING STATEMENT

279407 UCC 1

XX Not Subject to Recordation Tax $1.00 OPTION LEASE

☐ Recordation Tax of $ _____ on

Principal Amount of $ _____ is enclosed/ has been paid (strike inapplicable phrase).

For Filing Officer

File No.: _____

Record Reference: _____

Date & Hour of Filing: _____

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

1. DEBTOR: Jernigan & Trott Concrete Pumping, Inc.
(Name or Names)

132 Park Road, P.O. Box 617, Pasadena, Maryland 21122
(Address)

DEBTOR: _____
(Name or Names)

_____
(Address)

2. SECURED PARTY: Signet Leasing and Financial Corporation
(Name or Names)

7 St. Paul Street, Baltimore, Maryland 21202
(Address)

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

_____
(Address)

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

RECORD FEE 11.00
#534590 CTTT R03 T13:55
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

One (1) New 1989 Schwing Concrete Pump - Boom & Truck:

- 1989 Mack Truct (MR 6909S), S/N: 1M2K138C6LM003113

- 1989 Boom (KVM 32/28-125), S/N: 17017098

Additional: Hopper Vibrator and Field Repair Kit (attached)

Additional Collateral:
-One (1) 1986 Ford LNT 8000 Truck, S/N: 1FDYW80U4GVA38696

-One (1) 1988 Pecco-Putzmeister Concrete Pump, Model PMP-150D-8M28/74, S/N: 5532

Dollar Option Lease - Not Subject to Recordation Tax

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collatteral are also covered: Yes ☐ No ☒

DEBTOR(S):
Jernigan & Trott Concrete Pumping, Inc.
By: James W. Jernigan Pres
(Title)
James W. Jernigan - Pres
(Type or print name of person signing)

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

SECURED PARTY:
Signet Leasing and Financial Corporation
By: P L Gettings
P L Gettings
(Type or print name of person signing)

Return To: Signet Leasing and Financial Corporation
P.O. Box 2373, Baltimore, Maryland 21203, Attn: # 235

11.00

BOOK 549 PAGE 268

279408

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):
Cascade Company Inc
P.O. Box 3967
Hickory NC 28603
MACHINE LOCATED AT BWI AIRPORT
M-35651

(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
#534720 CTTT R03 T14:03
CK 12/14/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT
MD

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

One (1) New Caterpillar Backhoe Loader 416 S/N# TPC07084

NOT SUBJECT TO RECORDATION TAX

☒ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)
Cascade Company Inc
Jerry Lambert-V.P.
(By)

Secured Party(ies) [or Assignees]
Alban Tractor Co Inc
(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

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

(1) Filing Officer Copy - Numerical

11-20

UCC-1

PARTIES

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

BOOK 549 PAGE 269

National Nickel Alloy Corp.
4640 Campbells Run Road
Pittsburgh, PA 15205

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

Mellon Bank, N.A.
Correspondent Bank Div.
Mellon Square
Pittsburgh, PA 15230

2

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

SIGNATURE(S)

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):

MELLON BANK, N.A.
Stephanie Bruzzese
Vice President

4

FINANCING STATEMENT CHANGE
Uniform Commercial Code Form UCC-3
IMPORTANT — Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

279409

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

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 CIRCUIT COURT ANNE ARUNDEL, MD County.
☐ Real Estate Records of _____ County.

6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters):

8

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. #18652 460-89 filed with the:

☐ Secretary of the Commonwealth on (date) _____.
☒ Prothonotary of ANNE ARUNDEL County on (date) 3-24-83.
☐ Real Estate Records of _____ County on (date) _____.

9

DESCRIPTION OF FINANCING STATEMENT CHANGE

☐ **Continuation** - The original Financing Statement identified above is still effective.

☒ **Termination** - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.

☐ **Release** - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.

☐ **Assignment** - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.

☐ **Amendment** - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

10

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

RECORD FEE 12.00
POSTAGE .50
#534730 CTKR03 T14:04
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

RETURN RECEIPT TO:

Mellon Bank, N.A.
Mellon Square
Loan Adm. 153-2306
Pittsburgh, Pa. 15230
Adrianne Petite

12

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

12.50

FILING OFFICE ORIGINAL
NOTE — This page will not be returned by the Department of State.

CL-213

PARTIES

Debtor name (last name first if individual) and mailing address: 549 PA 270

NNA International Corporation
4640 Campbells Run Road
Pittsburgh, PA 15205

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

Mellon Bank, N.A.
Correspondent Bank Div.
Mellon Square
Pittsburgh, PA 15230

2

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

SIGNATURE(S)

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):

MELLON BANK, N.A.
Stephanie Gallagher
Asst Vice President

4

FINANCING STATEMENT CHANGE
Uniform Commercial Code Form UCC-3
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):

279410

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 CIRCUIT COURT ANNE ARUNDEL, MD County.
☐ Real Estate Records of _____ County. 6

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): NATIONAL01 8

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. #18653
filed with the: 460-91
☐ Secretary of the Commonwealth on (date) _____.
☒ Prothonotary of ANNE ARUNDEL County on (date) 3-24-83.
☐ Real Estate Records of _____ County on (date) _____.

9

DESCRIPTION OF FINANCING STATEMENT CHANGE

☐ **Continuation** - The original Financing Statement identified above is still effective.

XX **Termination** - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.

☐ **Release** - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.

☐ **Assignment** - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.

☐ **Amendment** - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

10

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

RECORD FEE CK 12.00
POSTAGE .50
#534740 CTT7 R03 T14:04
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

11

RETURN RECEIPT TO:

Mellon Bank, N.A.
Mellon Square
Loan Adm. 153-2306
Pittsburgh, Pa. 15230
Adrianne Petite

12

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

FILING OFFICE ORIGINAL
NOTE — This page will not be returned by the Department of State.

CL-213

BOOK 549 PAGE 271

279411

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. $ 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 Richard J. Good, Jr.

Address 205 Catalfa Avenue, Anne Arundel County, Pasadena, MD 21122

2. SECURED PARTY

Name Gladhill Tractor Mart, Inc.

Address 900 East Partick Street Frederick, Maryland 21701

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

3. Maturity date of obligation (if any) 01 DEC 1993

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

1. New John Deere Compact Tractor w/MFWD, AG Tires, PS Serial #CH0750S027892
2. New John Deere Model 516 Rotory Mower Serial # W00516X001141

RECORD FEE 11.00
POSTAGE .50
#534760 CTTT R03 T14:06
12/14/89
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)

SECURED PARTY ASSIGNS ALL RIGHTS & LIENS

TO: JOHN DEERE COMPANY
P.O. BOX 65090
WEST DESMOINES, IA
50265

X _____
(Signature of Debtor)

Richard J. Good, Jr.
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

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

A.A. County

BOOK 549 PAGE 272

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

Roll No. 532

Page No. 583

Identification No. 274765

Dated 10/3/88

1. Debtor(s): Hardin-Huber, Inc.
Name or Names—Print or Type
1230 Cronson Blvd. Crofton, Md. 21114
Address—Street No., City - County, State, Zip Code

2. Secured Party: The First National Bank of Maryland
Name or Names—Print or Type
18 West Street Annapolis, MD. 21401
Address—Street No., City - County, State, Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#534810 CTT7 R03 T14:11
12/14/89
H. ERLE SCHAFER
CLERK CIRCUIT COURT

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

Change all addresses on Debtor to now show

6720 Fort Smallwood Road
Baltimore, Maryland 21226

Dated: Nov. 22, 1989

Debtor

Michael W. Huber, Pres.

The First National Bank of Maryland
Name of Secured Party

Catherine Lewis Damasio
Signature of Secured Party

Catherine Lewis Damasio
Type or Print (Include Title if Company)

FNB 1216 (1-80)

A.A. County

549 PAGE 273

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

Roll No. 501 Page No. 465

Identification No. 263221 Dated 8-7-86

1. Debtor(s)

Hardin-Huber, Inc.
Name or Names—Print or Type

1230 Cronson Blvd. Crofton, Md. 21114
Address—Street No., City - County State Zip Code

2. Secured Party

The First National Bank of Maryland
Name or Names—Print or Type

P.O. Box 1596 Banc 101-503 Baltimore, Md. 21203
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

RECORD FEE 10.00
POSTAGE .50
#534820 C7T7 R03 T14:11
12/14/89
H. ERLE SCHAFER
CLERK CIRCUIT COURT

4. Check Applicable Statement:

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

Change all addresses on Debtor to now show
6720 Fort Smallwood Road
Baltimore, MD. 21226

Dated: 11-22-89

Debtor

Michael W. Huber, President

Michael W. Huber, President

First National Bank of Maryland
Name of Secured Party

Catherine Lewis Damasio
Signature of Secured Party

Catherine Lewis Damasio
Type or Print (Include Title if Company)

FNB 1216 (1-80)

A.A. Co.

549 PAGE 274

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

Roll No. 520 Page No. 292

Identification No. 270754 Dated 11/27/87

1. Debtor(s)

Hardin-Huber Inc.
Name or Names—Print or Type

1230 Cronson Blvd. Crofton Md. 21114
Address—Street No., City - County State Zip Code

2. Secured Party

The First National Bank of Maryland
Name or Names—Print or Type

18 West Street Annapolis Md. 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

RECORD FEE 10.00
POSTAGE .50
#534850 CTTT R03 T14:12
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. Check Applicable Statement:

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

Change all addresses on Debtor to now show
6720 Fort Smallwood Road
Baltimore, Md. 21226

RECORD FEE 1.00
RECORD FEE 10.00
#534840 CTTT R03 T14:11
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: Nov. 22, 1989

Debtor

Michael W. Huber, President

The First National Bank of Maryland
Name of Secured Party

Catherine Lewis Damasio
Signature of Secured Party

Catherine Lewis Damasio
Type or Print (Include Title if Company)

FNB 1216 (1-80)

AA CO.

FOLIO 549 PAGE 275

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

Roll No. 501 Page No. 466

Identification No. 263222 Dated 8/7/86

1. Debtor(s)

Hardin-Huber, Inc.
Name or Names—Print or Type

1230 Cronson Blvd. Crofton Md. 21114
Address—Street No., City - County State Zip Code

2. Secured Party

The First National Bank of Maryland
Name or Names—Print or Type

18 West Street Annapolis MD. 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

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

RECORD FEE 10.00
POSTAGE .50
#534830 CTT R03 14:11
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Change all addresses on Debtor to now show
6720 Fort Smallwood Rd.
Baltimore, Maryland 21226

Dated: Nov. 22, 1989

Debtor

Michael W. Huber, Pres.

The First National Bank of Maryland
Name of Secured Party

Signature of Secured Party

Catherine Lewis Damasio
Type or Print (Include Title if Company)

FNB 1216 (1-80)

BOOK 549 PAGE 276

279422

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

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

A & B CONTRACTORS
13 SILVERWOOD CIRCLE #10
ANNAPOLIS MD. 21403

S.S.NO# 521 62 4336

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

JOHN DEERE COMPANY

2001 DEERE DRIVE
CONYERS , GA. 30208 1598

3. Maturity date (if any): (leave blank)

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

RECORD FEE 11.00
POSTAGE CK .50
#534980 C777 R03 T14:24
12/14/89
A. ERLE SCHAFER
AA CO. CIRCUIT COURT

The amount of indebtedness secured under this financing statement at the time of its filing exceeds $200.00

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

1-NEW J D 970 TRACTOR W/MFWD :P/S SYNCRO TRANS. SER.NO.#M00970B001123
1-NEW J D 80 LOADER W/ BUCKET SER.NO. #W0080X006496
1- NEW L&S 6 TON 18! 3-axle trailer
1- U 12 DBN PLOW
!_N SWP RHFA SWEEPSTER 3-POINT HITCH

DISTRIBUTION SERVICE CENTER - FORMS PURCHASING

☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional sheets presented

FILED WITH ☐ Sec. of State ☐ Other: (Indicate Office)

This instrument prepared by Secured Party at Secured Party's above mentioned address.

The carbon impressions of our signatures on copies of this Financing Statement shall constitute signatures on such copies.

A&B

By Thomas E. [illegible]
Signature(s) of Debtor(s)

ATKINS EQUIPMENT

By Jerrad S. Atkins
Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL 11.50

STANDARD UNIFORM COMMERCIAL CODE FORM - UCC-1A STOCK 9-82

BOOK 549 PAGE 277

279413

RECORD FEE 11.00
#534990 C777 R03 T14:25
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

NO RECORDATION TAX ✓

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)

Cardinal Financial Company
Limited Partnership
355 E. Street Road
Trevose, PA 19047

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

First Pennsylvania Bank N.A.
Centre Sq. West (17th Fl.)
1500 Market Street
Philadelphia, PA 19101
Attn: Edmund J. Furphy

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

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

All of Debtor's present or hereafter acquired property enumerated upon the attached Schedule A, wherever located, including but not limited to

2710 Mountain Road
Suite 208
~~Pasedena, MD 21122~~

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

☐ Products of the Collateral are also covered.

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

8. Describe Real Estate Here:

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

9. Name of a Record Owner

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

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State

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

Cardinal Financial Company Limited Partnership
by Cardinal Mortgage, Inc., Sole General Partner

By _____
Signature(s) of Debtor(s)

First Pennsylvania Bank N.A.

By _____
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(1) FILING OFFICER COPY - NUMERICAL
(3/83)

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

11

DEC - 1 1989

[redacted]

SCHEDULE A TO FORM UCC-1 BETWEEN
FIRST PENNSYLVANIA BANK N.A. AND

CARDINAL FINANCIAL COMPANY LIMITED PARTNERSHIP

BOOK 549 PAGE 278

All Mortgage Loans made by Debtor for which Secured Party makes advances pursuant to a certain Mortgage Warehouse Agreement between Secured Party and Debtor, as amended from time to time, including but not limited to mortgage notes and mortgages, payments and prepayments relating thereto, all hazard insurance policies, title insurance policies and condemnation proceeds, take-out commitments, mortgage backed securities and/or pool participation certificates related thereto and proceeds of the sale of Eligible Mortgages (as defined in the Security Agreement) by Debtor pursuant thereto, FHA, VA and private mortgage insurance, all prepayment premiums and late payment charges, any and all documentation relating to said Mortgage Loans specifically including but not limited to all files, surveys, certificates, correspondence, appraisals, computer programs, tapes, discs, cards, accounting records and all property acquired by Borrower by deed in lieu of foreclosure or by foreclosure attributable thereto, together with all business records, necessary to identify and locate any of the foregoing.

MGT12:RM

STATE OF MARYLAND

LIBER 549 PAGE 279

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257815

RECORDED IN LIBER 488 FOLIO 78 ON 8/8/85 (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: Baltimore Federal Financial, F.S.A.

Address: 500 North Calvert St.

Baltimore, MD 21203

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

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

RECORD FEE 10.00
POSTAGE CK .50
#533000 CT77 R03 T14:26
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

0751-01 Metal Masters

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pearse W
(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

10.50

STATE OF MARYLAND

FOOK 549 PAGE 250

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258548

RECORDED IN LIBER 490 FOLIO 43 ON 9/23/85 (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 Baltimore Federal Financial, F.S.A.

Address 500 North Calvert St.

Baltimore, MD 21203

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

RECORD FEE 10.00
POSTAGE .50
#535010 C777 R03 T14:27
CK 12/14/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

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

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

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

0386-04 Electronic Modules

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pearce W
(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

STATE OF MARYLAND

FOLIO 549 PAGE 251

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257457

RECORDED IN LIBER 487 **FOLIO** 099 **ON** 7/23/85 **(DATE)**

1. **DEBTOR**

Name Trans-American Leasing Corp.
The Steffey Bldg., Ste. 200-B
Address ~~407 Crain Highway~~, Glen Burnie, MD 21061

2. **SECURED PARTY**

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert St.

Baltimore, MD 21203

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

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

RECORD FEE 10.00
POSTAGE .50
#535020 C777 R03 T14:27
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

0670-01 Kleen Strike

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pearce IV
(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

152

STATE OF MARYLAND

549 252

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264890

RECORDED IN LIBER 505 **FOLIO** 411 **ON** 12/2/86 **(DATE)**

1. DEBTOR

Name Trans-American Leasing Corp.
The Steffey Bldg., Ste. 200-B
Address ~~407 Crain Highway, Glen Burnie, MD 21061~~

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert St.

Baltimore, MD 21203

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

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

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

0698-01 Long Distance

RECORD FEE 10.00
POSTAGE CK .50
#535030 C777 R03 T14:28
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pearce
(Signature of Secured Party)

~~BALTIMORE FEDERAL FINANCIAL, F.S.A.~~
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 549 PAGE 283

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263187

RECORDED IN LIBER 501 **FOLIO** 420 **ON** 8/7/86 **(DATE)**

1. DEBTOR

Name Trans-American Leasing Corp.
The Steffey Bldg., Ste. 200-B
Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert St.

Baltimore, MD 21203
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 XX
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

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

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

RECORD FEE 10.00
POSTAGE .50
#535040 C777 R03 T14:28
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

0391-01 Emile Salon

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pearse
(Signature of Secured Party)
BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

155

STATE OF MARYLAND

BOOK 549 PAGE 284

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275222

RECORDED IN LIBER _____ **FOLIO** _____ **ON** 11/16/88 **(DATE)**

1. DEBTOR

Name Trans-American Leasing Corp.
The Steffey Bldg., Ste. 200-B
Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert St.

Baltimore, MD 21203
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 ☒X
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

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

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

RECORD FEE 10.00
POSTAGE CK .50
#535050 0777 R03 T14:29:
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

0047-03 American Leisure

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pesse
(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

15.50

STATE OF MARYLAND

BOOK 549 PAGE 255

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266077

RECORDED IN LIBER 508 **FOLIO** 192 **ON** 2/10/87 **(DATE)**

1. DEBTOR

Name Trans-American Leasing Corp.
The Steffey Bldg., Ste. 200-B
Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert St.

Baltimroe, MD 21203
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 XX
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

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

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

RECORD FEE 1.00
RECORD FEE 9.00
POSTAGE .50
#535060 C777 R03 T14:30
12/14/89
H. EMLE SCHAFER
AA CO. CIRCUIT COURT

0047-02 American Leisure

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pearse VP
(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

154

STATE OF MARYLAND

BOOK 549 PAGE 246

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

THIS STATEMENT **REFERS** TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266076

RECORDED IN LIBER 508 FOLIO 187 ON 2/10/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
The Steffey Bldg., Ste. 200-B
Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert St.

Baltimore, MD 21203
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 XX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** ☐ (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#535070 C777 R03 T14:30
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza
New York, NY 10020

0047-01 American Leisure

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pearre W
(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

108

STATE OF MARYLAND

BOOK 549 PAGE 287

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

THIS STATEMENT **REFERS** TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266858

RECORDED IN LIBER 510 FOLIO 164 ON 4/2/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert St.

Baltimore, MD 21203
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** XX
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

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

RECORD FEE 10.00
POSTAGE .50
#535080 C777 R03 T14:31
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

1034-01 South Hill

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pearce
(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

15

STATE OF MARYLAND

BOOK 549 PAGE 255

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

THIS STATEMENT **REFERS** TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265248

RECORDED IN LIBER 507 FOLIO 59 ON 1/7/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert St.

Baltimore, MD 21203

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 XX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** ☐ (Indicate whether amendment, termination, etc.)

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

0725-01 Ansaphone

RECORD FEE 10.00
POSTAGE .50
#535070 C777 R03 T14:31
12/14/89
CK
H. ERLE SCHAFER
~~AA CO.~~ CIRCUIT COURT

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pearce W
(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F .S.A
Type or Print Above Name on Above Line

15.2

STATE OF MARYLAND

BOOK 549 PAGE 250

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

THIS STATEMENT **REFERS** TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263752

RECORDED IN LIBER 502 FOLIO 507 ON 9/16/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert Street

Baltimore, MD 21203

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

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

RECORD FEE 10.00
POSTAGE .50
#535100 C777 R03 T14:31
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

0552-01 Independent Audio Visual Associates, Inc.

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pearce
(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

10.4

STATE OF MARYLAND

BOOK 549 PAGE 290

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263690

RECORDED IN LIBER 502 FOLIO 426 ON 9/10/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert Street

Baltimore, MD 21203

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 XX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** ☐ (Indicate whether amendment, termination, etc.)

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

RECORD FEE 10.00
POSTAGE .50
#535110 C777 R03 T14:32
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

0499-05 Gudebrod, Inc.

ANNE ARUNDEL COUNTY

Dated 11/3/89

(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

15 w

STATE OF MARYLAND

BOOK 549 PAGE 291

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

THIS STATEMENT **REFERS** TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266086

RECORDED IN LIBER 508 FOLIO 215 ON 2/10/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert Street

Baltimore, MD 21203

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

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

RECORD FEE 10.00
POSTAGE .50

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

CM

#535120 C777 R03 T14:32
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

0499-04 Gudebrod, Inc.

ANNE ARUNDEL COUNTY

Dated 11/3/89

(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

10.50

STATE OF MARYLAND

LIBER 549 FOLIO 232

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

THIS STATEMENT **REFERS** TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261412

RECORDED IN LIBER 497 FOLIO 133 ON 4/21/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert Street

Baltimore, MD 21203

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 XX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** ☐ (Indicate whether amendment, termination, etc.)

ASSIGNEE: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

RECORD FEE 10.00
POSTAGE .50
#535130 C777 R03 T14:32
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

0499-01 Gudebrod, Inc.

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pearre
(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 549 PAGE 293

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263188

RECORDED IN LIBER 501 FOLIO 422 ON 8/7/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert Street

Baltimore, MD 21203

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 XX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** ☐ (Indicate whether amendment, termination, etc.)

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

0407-01 Fairmont Community Hospital

RECORD FEE 1.00
RECORD FEE 9.00
POSTAGE .50
#535140 C777 R03 T14:33
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pearce
(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

15.00

STATE OF MARYLAND

549 PAGE 294

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

THIS STATEMENT **REFERS** TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266335

RECORDED IN LIBER 508 FOLIO 618 ON 02/24/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert Street

Baltimore, MD 21203

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 ☒XX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** ☐ (Indicate whether amendment, termination, etc.)

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

RECORD FEE 10.00
POSTAGE .50
#535150 CTTT R03 T14:34
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

0327-02 Diversified International Sciences Corp.

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pearce VP
(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

15.50

STATE OF MARYLAND

LIBER 549 PAGE 295

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

THIS STATEMENT **REFERS** TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266336

RECORDED IN LIBER 508 FOLIO 620 ON 02/24/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 North Calvert Street

Baltimore, MD 21203

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 ☒ XX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** ☐ (Indicate whether amendment, termination, etc.)

Assignee: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

RECORD FEE 10.00
POSTAGE .50
#535160 C777 R03 T14:34
12/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

0327-01 Diversified International Sciences Corp.

ANNE ARUNDEL COUNTY

Dated 11/3/89

Aubrey Pearce W
(Signature of Secured Party)

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Type or Print Above Name on Above Line

1500

BOOK 549 PAGE 296

279414

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 Sarro/Siegel Leasing Partnership

Address 407 Crain Highway, Ste. 200 B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corp.

Address 50 Rockefeller Plaza

New York, NY 10020

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

3. Maturity date of obligation (if any)_____

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

1 (one) Bio Sound 20002SA including 8 Mega Hertz Probe s/n4760, FFT Spectrum Analysis catalog #300-0000, ½" VTR deluxe mobil card s/n525N08

1 (one) Catalog 900-5000 vido hard copy system w/polaroid camera

RECORD FEE 11.00
POSTAGE .50
#535170 CTTT R03 T14:34
12/14/8
CK

CHECK ☒ THE LINES WHICH APPLY

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

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

Not subject to recordation tax!

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Sarro/Siegel Leasing Partnership

Frank J. Sarro, III

(Signature of Debtor)

Frank J. Sarro, III, Partner ✓

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corp.

(Signature of Secured Party)

Type or Print Above Name on Above Line

FILED IN ANNE ARUNDEL COUNTY DRSCOTT

1/24

BOOK 549 PAGE 297

SCHEDULE A

006-01 A Better Answer, Inc.
327-01 Diversified International Sciences
327-02 Diversified International Sciences
407-01 Fairmont Community Hospital
499-01 Gudebrod, Inc.
499-04 Gudebrod, Inc.
499-05 Gudebrod, Inc.
552-01 Independent Audio Visual
725-01 Mary W. Vaughn
034-01 South Hill Answering Service
309-01 Delta T. Corporation
1046-01 Spotland Productions, Inc.
0047-01 American Leisure Industries
0047-02 American Leisure Industries
0047-03 American Leisure Industries
0391-01 Emile Salon, Inc.
0698-01 Long Distance Service of Washington
0938-01 Richard N. Scott, M.D. PC
0670-01 Kleen Strike, Inc.
0706-01 Macdonald Moving Services
0386-04 Electronic Modules COrp.
0751-01 Metal Masters Food Service

BOOK 549 PAGE 298

279415

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 Trans-American Leasing Corp.

Address 407 Crain Highway, Ste. 200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corp.

Address 50 Rockefeller Plaza

New York, NY 10020

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

3. Maturity date of obligation (if any)_____

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

SEE ATTACHMENTS

RECORD FEE CK 11.00
POSTAGE .50
#535180 C777 R03 T14:35
12/14/89
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)

Not subject to recordation tax!

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Trans-American Leasing Corp.

Frank J. Sarro III

(Signature of Debtor)

Executive

Frank J. Sarro III, Vice President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corp.

VP

(Signature of Secured Party)

Type or Print Above Name on Above Line

FILED IN ANNE ARUNDEL COUNTY

115

BOOK 549 PAGE 299

SCHEDULE A

006-01 A Better Answer, Inc.
327-01 Diversified International Sciences
327-02 Diversified International Sciences
407-01 Fairmont Community Hospital
499-01 Gudebrod, Inc.
499-04 Gudebrod, Inc.
499-05 Gudebrod, Inc.
552-01 Independent Audio Visual
725-01 Mary W. Vaughn
034-01 South Hill Answering Service
309-01 Delta T. Corporation
1046-01 Spotland Productions, Inc.
0047-01 American Leisure Industries
0047-02 American Leisure Industries
0047-03 American Leisure Industries
0391-01 Emile Salon, Inc.
0698-01 Long Distance Service of Washington
0938-01 Richard N. Scott, M.D. PC
0670-01 Kleen Strike, Inc.
0706-01 Macdonald Moving Services
0386-04 Electronic Modules COrp.
0751-01 Metal Masters Food Service

ANNE ARUNDEL COUNTY

STATE OF MARYLAND

FINANCING STATEMENT

FORM UCC-1

BOOK 549 PAGE 310

Identifying File No. 279416

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

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

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

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

1. ~~DEBTOR~~ LESSEE

Name O'Brien Home Sales, Inc.

Address 1057 St. Ignatius Drive, Suite 107, Waldorf, MD 20601

EQUIP LOCATION: Priest Bridge Overlook Building, 2191 Defense Highway, Crofton, MD 21114

2. ~~SECURED PARTY~~ LESSOR

Name Dominion Leasing Corporation

Address P. O. Drawer 13327, Roanoke, VA 24040

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

3. Maturity date of obligation (if any) _____

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

COPIER EQUIPMENT:

1 Xerox Model 5018 ZT Copier

S/N 71P 180905

Name and address of Assignee

RECORD FEE 11.00
#535210 C777 R03 T14:37
12/14/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

LESSEE HEREBY AUTHORIZES LESSOR TO INSERT SERIAL NUMBERS FOR ALL UNITS AS THEY BECOME AVAILABLE.
Lessee Will Purchase At End of Contract - Not Subject To Recordation Tax.....

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

T. Nguyen
(Signature of ~~Debtor~~ Lessee)

T. NGUYEN
Type or Print Above Name on Above Line
Trong Nguyen, Treasurer

(Signature of ~~Debtor~~ Lessee)

Type or Print Above Signature on Above Line

(Signature of ~~Secured Party~~ Lessor)

Gary H. Boxer, Vice President
Type or Print Above Signature on Above Line

BOOK 549 PAGE 311

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

ANNE ARUNDEL COUNTY

ANNE ARUNDEL EXCAVATING, INC.

279417

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

If this statement is to be recorded in land records check here. ☐	FINANCING STATEMENT Identifying File No._____	If subject to recordation indicate amount of debt below. $_____

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

1. DEBTOR (OR ASSIGNOR)

Name Anne Arundel Excavating, Inc.

Address P.O.Box 369, Millersville, MD 21108

2. SECURED PARTY (OR ASSIGNEE)

SECURED PARTY:

Name Elliott & Frantz, Inc.

Address 10421 Gilford Rd., Jessup, MD 20794

ASSIGNEE:
EQUIPMENT FINANCE, INC.
P. O. Box 4926
Lancaster, PA 17604

3. Maturity date of obligation (if any)_____

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

One (1) Used John Deere Crawler Loader, Model 855, S/N 325415
Complete with all attachments now and hereinafter acquired.

RECORD FEE 11.00
#535240 C777 R03 T14:38
12/14/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK ☐ THE LINES WHICH APPLY

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

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

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

Anne Arundel Excavating, Inc.
(Signature of Debtor or Assignor

(Signature of Debtor or Assignor

George A. Edwards, President

Elliott & Frantz, Inc.
(Signature of Secured Party or Assignee)

Robert L. Schaeffer VP
(Signature of Secured Party or Assignee)

11

0373:12/04/89
AWW77:5642E

549 PAGE 312 279418

FINANCING STATEMENT

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

NOT SUBJECT TO RECORDATION TAX

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

1. NAME AND ADDRESS OF DEBTOR: Reservoir Limited Partnership
c/o Attman Properties
7779 New York Lane
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of Maryland
P.O. Box 1596
Baltimore, Maryland 21203
Attn: Christopher W. Avery

RECORD FEE 22.00
POSTAGE .50
#535260 CTTT R03 T14:41
12/14/89
H. ERLE SCHAFER
CLK CIRCUIT COURT

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

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Baltimore County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), or any part thereof, and used or usable in connection with any present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and

doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, 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 escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; it being understood and agreed that, all of the estate, right, title and interest of Borrower in and to all property of any nature whatsoever now or hereafter situated on the Property or intended to be used in connection with the operation therefor, to the extent permitted by law, shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and secured by the Deed of Trust (herein defined). Notwithstanding the provisions of this subsection (b), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business as an occupant of the Project and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

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

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases, tenancies or agreements now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any

damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the afore described personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

(h) all architectural, engineering, and development work product concerning the Property, including but not limited to, surveys, title information and policies, engineering studies, soil studies, and site, engineering, architectural, and development plans.

The Property is also described in that certain Deed of Trust and Security Agreement of even date herewith, made between Debtor and Patricia A. Brian and Madelyn F. Johannesen, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a loan (the "Loan") made by Secured Party to Debtor under and pursuant to the Deed of Trust.

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

6. The name(s) of the record owners(s) of the Property is/are Reservoir Limited Partnership.

7. This transaction is subject to recordation tax which is being paid with the recordation of the Deed of Trust in the land records. The principal amount of the debt initially incurred is $6,500,000.

Debtor: RESERVOIR LIMITED PARTNERSHIP

By: _____ (SEAL)
Leonard J. Attman,
General Partner

Date: December 4, 1989

Mr. Clerk: Please return to: Robert W. Cannon, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

081:12/04/89
AXT63:5797B

EXHIBIT A

Property Description

All that property located in Baltimore County, Maryland more particularly described as follows:

Lots 1 and 2 as shown on the plat entitled "Hooks Lane Executive Park," dated November 9, 1987 and recorded among the Land Records of Baltimore County at Plat Book S.M. 60, folio 102.

279419

BOOK 549 PAGE 307

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.	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, Maryand 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, Catalina 42 Hull #CTYT0076C989, Catalina 30 Hull #CTYN5773H990, Catalina 36 Hull #CTYR1040I990, all of which is inventory.

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 ☒ 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.

RECORD FEE 11.00
#535340 C777 R03 T14:46
12/14/89
H. ERLE SCHAFER
AA 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. Luckett President

Type or print names under signatures

CLD-08
11/87

11

BOOK 549 PAGE 308 279420

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):

   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, Catalina 42 Hull #CTYT0076C989, Catalina 30 Hull #CTYN5773H990, Catalina 36 CTYR1040I990, all of which is inventory.

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 ☒ 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.

RECORD FEE 11.00
#535350 C7T R03 T14:47
12/14/89
H. ERLE SCHAFER
AA 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. Luckett President

Type or print names under signatures

CLD-08
11/87

11.00

AA Co.

BOOK 549 PAGE 309

279421

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 inital debt has been paid to _____.

5. Debtor(s) Name(s): Classic VW, Inc.
Address(es): 1930 West Street
Annapolis, Maryland 21401

6. Secured Party: Equitable Bank, National Association
Attention: P.J. Logan
Community Lending Officer
Address: 100 S. Charles Street - 060702
Baltimore, Maryland 21201

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

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

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

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

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

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

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

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

RECORDING FEE 11.00
3K
POSTAGE .50
#0033 0377 R03 T14:47
12/14/89
W. CYRIL SCHAFER
AA CO. CIRCUIT COURT

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 account, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property descibed 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~~: _____.

Debtor: Classic VW, Inc.
P. D. Prins V.P. (Seal) _____ (Seal)
P. Prins, V. P.
_____ (Seal) _____ (Seal)

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

Form 609 (7/82)

11.50

STATE OF MARYLAND

BOOK 549 PAGE 310

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279422

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

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

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

This financing statement Dated December 14, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ink & More, Inc. t/a American Speedy Printing

Address 401 Headquarters Drive, Suite 102, Millersville, MD 21108

2. SECURED PARTY

Name Allied Lending Corporation

Address 1666 K Street, NW #901, Washington, D.C. 20006

Suzanne M. King

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

SEE SCHEDULE A ATTACHED FOR LEGAL DESCRIPTION

3. Maturity date of obligation (if any) _____

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

Furniture, fixtures, machinery, equipment (excluding titled motor vehicles), inventories (raw materials, work in progress, finished goods and supplies), accounts receivable, contract rights, and all tangible and intangible assets now owned or later acquired, whether or not purchased with loan proceeds, and all proceeds and products thereof, located at the above address, or elsewhere.

Name and address of Assignee

RECORD FEE 12.00
POSTAGE .50
#6415R0 0237 R02 T10:57
12/15/89
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)

This financing statement is filed or recorded to perfect a security interest taken or retained by a seller of collateral to secure all or part of its purchase price. Sec. 12-108(K)(4) of Ann. Code of MD.

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Ink & More, Inc. t/a American Speedy Printing

_____, President
(Signature of Debtor)

Tedda M. Mullen, President
Type or Print Above Name on Above Line

_____, Secretary
(Signature of Debtor)

CHARLES F. MULLEN, Secretary
Type or Print Above Signature on Above Line

Allied Lending Corporation

_____
(Signature of Secured Party)

Clyde D. Garrett II Sr. Vice President
Type or Print Above Signature on Above Line

SCHEDULE A - LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED AS:

Suite 102, 401 Headquarters Drive, Millersville, MD 21108

279423

549 312

D-1
9.138.12

To Be Recorded in __

Financing Records
of Anne Arundel County

Not Subject To

Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Indemnity Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness.

INDEMNITY
FINANCING STATEMENT

This Financing Statement dated December 14~~15~~, 1989, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1.	Debtor:	Address:
	Tech Park Building IV, a Maryland general partnership	P.O. Box 8691 Baltimore-Washington International Airport Baltimore, Maryland 21240

RECORD FEE CK 30.00
POSTAGE .50
MAIL TO COST BOX TIME:15
12/15/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

30 00

2. Secured Party:

Aetna Life Insurance Company, a Connecticut corporation

242 Trumbull Street
Hartford, Connecticut 06156
Attn: Aetna Realty Investors, Inc.

3. This Financing Statement Covers:

All property listed on Exhibit B attached hereto and incorporated herein.

4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under an Indemnity Deed of Trust and Security Agreement given by Debtor to David E. Belcher and Patrick M. Shelley, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a Guaranty of Payment by Debtor to Aetna Life Insurance Company.

6. The real estate consists of a certain parcel of land containing 3.9575± acres and the improvements thereon known as 800 International Drive, in the Fifth Election District of Anne

Arundel County, Maryland, and more particularly described in Exhibit A attached hereto.

Debtor: Tech Park Building IV,
a Maryland general partnership

By: _____
Fielding L. Wilson, Jr.,
General Partner

To The Filing Officer: After this statement has been recorded, please mail the same to Patrick M. Shelley, Esquire, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lot 1-A as laid out and shown on the Plat entitled "Lot 1-A Industrial Subdivision Resubdivision Plat 2 of Section 1, Lot 1, Airport Square Technology Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 105, page 11, plat number 5436 which lot is more particularly described as follows:

BOOK 549 PAGE 315

BEGINNING FOR THE SAME on the north side of International Drive, 60 feet wide, as laid out and shown on said Plat, at the point formed by the intersection thereof with the westernmost line of said Lot 1-A, which place of beginning is designated "1231" on said plat, thence leaving said place of beginning and International Drive, referring all courses of this description to the Maryland State Grid Meridian as shown on said Plat, binding on the outlines of said Lot 1-A the three following courses and distances,

(1) North 11 degrees 37 minutes 10 seconds East 485.00 feet, thence

(2) South 78 degrees 22 minutes 50 seconds East 356.00 feet, and thence

(3) South 11 degrees 37 minutes 10 seconds West 464.02 feet to intersect said north side of International Drive, thence binding thereon and continuing on the outline of said Lot 1-A the three following courses and distances,

(4) Southwesterly by a line curving to the left having a radius of 70.00 feet for an arc distance of 6.02 feet (the arc of said curve being subtended by a chord of South 55 degrees 53 minutes 43 seconds West 6.02 feet), thence

(5) Southwesterly by a line curving to the right having a radius of 50.00 feet for an arc distance of 42.05 feet (the arc of said curve being subtended by a chord of South 77 degrees 31 minutes 28 seconds West 40.82 feet), and thence

(6) North 78 degrees 22 minutes 50 seconds West 314.53 feet to the place of beginning.

BEING KNOWN AND DESIGNATED as Lot 1-A as shown on a Plat entitled "**Resubdivision Plat 2 of Section 1, Lots 1, AIRPORT SQUARE TECHNOLOGY PARK**", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 105, page 11.

Together with the benefit of ingress and egress as setforth in Easement Agreement dated December 14, 1989 and recorded among the Land Records of Anne Arundel County prior hereto by and between United Properties and Tech Park Building IV.

EXHIBIT B

The Collateral consists of:

All Debtor's properties described in the paragraphs next following situated at and/or a part of and/or pertaining to the real property described in Exhibit A (hereinafter called "real property")

(1) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(2) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or leased or hereafter acquired, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of

EXHIBIT B

549 PAGE 316

The Collateral consists of:

All Debtor's properties described in the paragraphs next following situated at and/or a part of and/or pertaining to the real property described in Exhibit A (hereinafter called "real property")

(1) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(2) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or leased or hereafter acquired, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of

every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(3) All the estate, right, title and interest of Debtor in an to all leases or subleases covering the real property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits of payments of similar nature.

(4) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with

respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

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

549 PAGE 319 279424

D-1
9.136.14

To Be Recorded in __

Financing Statement Records of Anne Arundel County

Not Subject To

Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Indemnity Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness.

RECORD FEE 30.00
POSTAGE .50
#641810 C23T R02 T12:20
CK

INDEMNITY
FINANCING STATEMENT

This Financing Statement dated December 14, 1989, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

12/15/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1. Debtor:

Airport Square IV Company,
a Maryland general
partnership

Address:

P.O. Box 8691
Baltimore-Washington
International Airport
Baltimore, Maryland 21240

30.00

2. Secured Party:

Aetna Life Insurance Company, a Connecticut corporation

242 Trumbull Street
Hartford, Connecticut 06156
Attn: Aetna Realty Investors, Inc.

3. This Financing Statement Covers:

All property listed on Exhibit B attached hereto and incorporated herein.

4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under an Indemnity Deed of Trust and Security Agreement given by Debtor to David E. Belcher and Patrick M. Shelley, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a Guaranty of Payment by Debtor to Aetna Life Insurance Company.

6. The real estate consists of a certain parcel of land containing 3.181± acres and the improvements thereon known as 939

Elkridge Landing Road, in the Fifth Election District of Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto.

Debtor: Airport Square IV Company,
a Maryland general partnership

By: _____
Fielding L. Wilson, Jr.,
General Partner

To The Filing Officer: After this statement has been recorded, please mail the same to Patrick M. Shelley, Esquire, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

EXHIBIT 'A'
LEGAL DESCRIPTION

Beginning for the same at a point on the south side of Winterson Road as proposed to be widened to 60 feet, said point being on the westerly line of a parcel of land conveyed or intending to convey to Leon Max Weiner by Deed recorded in JHH Liber 379, folio 417, running thence and binding on said westerly line (1) South 14° 45' 01" West 459.59 feet to a point in the north line of a parcel of land now or formerly owned by Melvin Sachs as recorded in Liber 2308, folio 229, thence binding on the north line of Sachs as aforesaid and also the northern line of a parcel of land conveyed to Airport Square III as recorded in Liber WGL 3466, folio 847 (2) North 73° 16' 43" West 291.00 feet to the east side of Elkridge Landing Road as proposed to be laid out 60 feet wide, thence binding on said east side of Elkridge Landing Road four courses: (3) North 02° 20' 48" East 10.80 feet, (4) northerly by a curve to the right with a radius of 570.00 feet for a distance of 98.07 feet, the chord of said arc being North 07° 16' 32" East 97.95 feet, (5) North 12° 12' 16" East 313.00 feet, and (6) North 57° 12' 16" East 21.21 feet to the south side of Winterson Road, thence binding on the south side of Winterson Road (7) South 77° 47' 44" East 305.78 feet to the place of beginning.

BEING KNOWN AND DESIGNATED as Lot No. 1 as shown on a Plat entitled "**Subdivision Plat of Airport Square IV**", which Plat is recorded among the Land Records of Anne Arundel County in Liber 3536, folio 289.

TOGETHER WITH the benefit of easements for drainage as set forth in the following:

Easement Agreement dated June 28, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3754, folio 470;

Easement Agreement dated May 3, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3581, folio 427 by and between Airport Square V Company, a Maryland general partnership and Airport Square V Company, a Maryland general partnership; and

Modification of Easement Agreement dated November 30, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3667, folio 247 by and between Airport Square V Company and Airport Square IV Company.

4:026:RC

BOOK 549 PAGE 323

9.136.25

EXHIBIT B

The Collateral consists of:

All Debtor's properties described in the paragraphs next following situated at and/or a part of and/or pertaining to the real property described in Exhibit A (hereinafter called "real property")

(1) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(2) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or leased or hereafter acquired, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects,

removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(3) All the estate, right, title and interest of Debtor in an to all leases or subleases covering the real property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits of payments of similar nature.

(4) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the here-

inafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

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

279425 LIBER 549 FOLIO 326

D-1
9.137.12

To Be Recorded in __

Financing Statements Records
of Anne Arundel County

Not Subject To

Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Indemnity Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness.

INDEMNITY
FINANCING STATEMENT

This Financing Statement dated December ~~15~~ 14, 1989, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor:

Airport Square V Company,
a Maryland general
partnership

Address:

P.O. Box 8691
Baltimore-Washington
International Airport
Baltimore, Maryland 21240

RECORD FEE 30.00
POSTAGE .50
#641850 C23T R02 T12:27
12/15/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

30.00 x2

2. Secured Party:

Aetna Life Insurance Company, a Connecticut corporation

242 Trumbull Street
Hartford, Connecticut 06156
Attn: Aetna Realty Investors, Inc.

3. This Financing Statement Covers:

All property listed on Exhibit B attached hereto and incorporated herein.

4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under an Indemnity Deed of Trust and Security Agreement given by Debtor to David E. Belcher and Patrick M. Shelley, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a Guaranty of Payment by Debtor to Aetna Life Insurance Company.

6. The real estate consists of a certain parcel of land containing 4.840 acres and the improvements thereon known as 921

Elkridge Landing Road, in the Fifth Election District of Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto.

Debtor: Airport Square V Company,
a Maryland general partnership

By: _____
Fielding L. Wilson, Jr.,
General Partner

To The Filing Officer: After this statement has been recorded, please mail the same to Patrick M. Shelley, Esquire, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

EXHIBIT 'A'
LEGAL DESCRIPTION

Beginning for the same at a point on the east side of Elkridge Landing Road, said point being designated "354" on the Plat titled "Subdivision Plat of Airport Square Addition" as recorded among the Land Records of Anne Arundel County as Plat 4644 on Plat Book 89, page 19, running thence binding on the outlines of Lot 1 as shown on said Plat three courses: (1) South 73° 16' 43" East 291.01 feet, (2) North 14° 45' 01" East 148.14 feet, and (3) South 74° 21' 07" East 496.82 feet to the west side of West Nursery Road, thence binding thereof three courses: (4) South 16° 00' 00" West 227.27 feet reversely on the second line of the property conveyed by Airport Square V Company to Anne Arundel County by Deed dated October 29, 1986 and recorded among said Land Records in Book 4205, page 880, thence binding on the outlines of the properties formerly owned by M. Rolland and J. Harr as shown on the Plat titled "Resubdivision of Lot 1, Airport Square Addition" as recorded among said Land Records in Book 4094, page 705 three courses: (5) South 16° 00' 00" West 52.81 feet, (6) South 09° 11' 24" West 62.91 feet and (7) North 72° 08' 58" West 361.85 feet, thence binding on the outlines of Lot 1 as aforementioned three courses: (8) North 71° 43' 53" West 390.49 feet to the east side of Elkridge Landing Road, thence binding thereon (9) Northerly by a curve to the left with a radius of 410.00 feet for a distance of 21.98 feet, the chord of said arc being North 03° 52' 57" East 21.98 feet, and (10) North 02° 20' 48" East 150.68 feet to the place of beginning.

BEING KNOWN AND DESIGNATED as Lot No. 1 as shown on a Plat entitled "Airport Square Addition", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 89, folio 19, and Lot No. 1R as shown on a Plat entitled "Resubdivision of Lot 1, Airport Square Addition", which Plat is recorded among the Land Records of Anne Arundel County in Liber 4094, folio 705.

TOGETHER WITH the benefit of the "Rights of Way" as set forth in the following:

Deed of Easement and Agreement dated September 29, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3659, folio 742 by and between Joseph J. Hock, Inc. and Airport Square V Co., A Md. General Partnership;

Confirmation of Easement Agreement and Grant of Easement dated February 8, 1985 and recorded among the Land Records of Anne Arundel County in Liber 3850, folio 477; and

Release of Portion of Easement dated October 2, 1985 and recorded among the Land Records of Anne Arundel County in Liber 4806, folio 269.

ALSO TOGETHER WITH the benefit of easements as set forth in the following:

Easement Agreement dated June 28, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3754, folio 470; and

Easement Agreement dated June 28, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3754, folio 603.

4:027:RC

EXAMINED

EXHIBIT B

The Collateral consists of:

All Debtor's properties described in the paragraphs next following situated at and/or a part of and/or pertaining to the real property described in Exhibit A (hereinafter called "real property")

(1) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(2) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or leased or hereafter acquired, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or struc-

tural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(3) All the estate, right, title and interest of Debtor in an to all leases or subleases covering the real property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits of payments of similar nature.

(4) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

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

040337

279426

549 PAGE 333

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 4,000.00

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

Name of Debtor

Typography Too, Inc.

Address

55 West Street
Annapolis, Md. 21401

SECURED PARTY

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

Attach separate list if necessary

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

All equipment, accounts and inventory now owed or hereafter acquired and all proceeds (cash & non-cash) of such equipment, accounts and inventory including but not limited to the following: 1 Used Itek 2200 Phototypesetter Serial #31003062517; 1 Afga DD-3700 Processor Serial #9439-FNR1534, 1 Repromaster MK-3 Afga Goevert Camera Serial #04-79913, plus 97 Fonts for Itek Phototypesetter. BK

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 ☒ 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) Typography Too, Inc.

BY: Ruth Ann Thompson
Ruth Ann Thompson, PRESIDENT
Ruth Ann Thompson
Ruth Ann Thompson

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY Susan D. Oakes
SUSAN D. OAKES, V.P.

Type or print names under signatures

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

STATE OF MARYLAND

549 PAGE 334

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268985

RECORDED IN LIBER 515 **FOLIO** 487 **ON** 8/11/87 **(DATE)**

1. DEBTOR

Name B & C Landclearing Company, Inc.

Address P.O. Box 66 Odenton, MD 21113

2. SECURED PARTY

Name Deutsche Credit Corporation

Address #4 Greentree Centre, Suite 204 Marlton, NJ 08053

DJ

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

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

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

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

Dated 9/5/89

Patty Cook Jami Petersen
(Signature of Secured Party)

Deutsche Credit Corporation
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE

279427

Washington Law Reporter Form 1000
1625 Eye St., N.W., Washington, D.C. 20006

LIBER 549 PAGE 335

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): not applicable.

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

Techna-Graphics, Inc., 5600 Second Street, N.E., Washington, D.C. 20011

Name of Secured Party or assignee — No. — Street — City — State

Frank Parsons Paper Company, Inc., 2270 Beaver Road, Landover, Maryland 20785
Specialties Bindery, Inc., 4815 Lawrence Street, Bladensburg, Maryland 20781

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

All accounts of Debtor now owned or hereafter acquired and the proceeds thereof wheresoever located, as such terms are defined in Article (Title) 9 of the Uniform Commercial Code in effect in the District of Columbia and the State of Maryland.

RECORD FEE 11.00
POSTAGE .50
#642010 0237 R02 T13:31
12/15/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

RETURN TO: John J. Czyzewski Counselor At Law
386 Maple Avenue East - Suite 107
Vienna, Virginia 22180

CHECK ☒ THE LINES WHICH APPLY

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

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

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

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ *is not* subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)
Techna-Graphics, Inc.
By: Joseph W. Caccamise, President

(Type or print name under signature)

Frank Parsons Paper Company, Inc.
By: (Seal)
(Corporate, Trade or Firm Name)
Specialties Bindery, Inc.
Signature of *Secured Party* ~~Assignee~~
By:
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

11.00
B

279428

LIBER 549 FOLIO 336

FINANCING STATEMENT

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. Borrower(s) and Address(es)

Thomas J. Gannon
Judith S. Gannon
Chutneys
Market House
Annapolis, Maryland 21401

2. Secured Party and Address

Joyce Strickler
375 HARWIN ST

RECORD FEE 12.00
POSTAGE .50
ANNE ARUNDEL COUNTY MD 21416
12/15/89
H. ERLE SCHAFER
ANNE. CIRCUIT 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 Borrower's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacement(s), used in or related to the conduct of the grocery and market known as Treats n Sweets/Chutneys, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever:

|__| B. All of the inventory of the Borrower, 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 Borrower's present and future accounts receivable, contract rights, rents, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, and the books and records relating to, and the proceeds and products 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. See attached Exhibit A Schedule of Property.

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 (Maryland)
Principal amount of debt initially incurred is: $50,000.00

Recordation Tax has been Paid to Assessments & Taxation

Daniel J Mell

12.00
.50

BOOK 549 PAGE 337

BORROWER:

Thomas J. Gannon/Chutneys

Judith S. Gannon/Chutneys

12-13-89
Date Signed by Borrower

SECURED PARTY:

Joyce Strickler

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.

Hillman Brown & Darrow
221 Duke of Gloucester St.
Annapolis, Md 21401

MN439101.FIS
1840

279429

549 338

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: GEORGE W. STONE
8094 Edwin Raynor Boulevard
Suite C
Pasadena, Maryland 21122

RECORD FEE 21.00
CK

2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK
Real Estate Indstries Group
Construction Finance Section
10 Light Street, 19th Floor
Baltimore, Maryland 21202

POSTAGE .50
CTTT R03 T14:18
12/15/89
H. ERLE SCHAFER
CIRCUIT COURT

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 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 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 (iii) the collateral described in this Financing Statement. The Land is also described in an Indemnity Deed of Trust, Assignment and Security Agreement dated December 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:

George W. Stone

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:

BEING the same at a point on the westernmost side of the northbound lane of Crain Highway, 80 feet wide, as shown on State Roads Commission of Maryland Plat No. 15815; said point also being on the seventh line of that parcel of land described in the conveyance from Harry Waller to George W. Stone by deed dated May 12, 1977 recorded among the land records of Anne Arundel County, Maryland in Liber 2959 at Folio 475; said point also being the division line between Lot 1 and Lot 2 as shown on the plat entitled, "Plat of Property of William David Lamm and Harry Waller and Wife" recorded among the land records of Anne Arundel County, Maryland in Liber 2950 at Page 40; thence leaving the said westernmost side of the northbound lane of Crain Highway and running across the lands of the abovementioned conveyance and binding along the division line between Lot 1 and Lot 2 as shown on the lastmentioned recorded plat, south 81 degrees 49 minutes west 399.60 feet to a point on the easternmost side of the southbound lane of Crain Highway, 120 feet wide, as shown on State Roads Commission of Maryland Right-Of-Way Plat No. 15816; said point also being on the fourth line of the abovementioned conveyance; thence running along the said easternmost side of the southbound lane of Crain Highway and binding along the westernmost outline of Lot 2 as shown on the last abovementioned recorded plat and also binding along part of the said fourth line of the abovementioned conveyance north 17 degrees 37 minutes west 301.83 feet; thence leaving the said easternmost side of the southbound lane of Crain Highway and binding along the fifth line of the abovementioned conveyance and also running along the northernmost outline of Lot 2 as shown on the abovementioned recorded plat north 79 degrees 56 minutes east 445.51 feet to a point on the westernmost side of the northbound

PROPERTY DESCRIPTION

lane of Crain Highway, 80 feet wide, as shown on the abovementioned State Roads Commission of Maryland Right-Of-Way Plat No. 15815; thence running along the said westernmost side of the northbound lane of Crain Highway and binding along part of the sixth line of the abovementioned conveyance and also running along part of the easternmost outline of Lot 2 as shown on the abovementioned recorded plat southeasterly along the arc of a curve to the right, having a radius of 4,483.35 feet for an arc distance of 30.52 feet; thence continuing along the said westernmost side of the northbound lane of Crain Highway and binding along part of the seventh line of the abovementioned conveyance and also binding along part of the easternmost outline of Lot 2 as shown on the abovementioned recorded plat south 08 degrees 48 minutes east 280.95 feet to the point of beginning; containing 2.950 acres of land more of less.

BEING Lot 2 as shown on the plat entitled, "Plat of Property of William David Lamm, Harry Waller and Wife" recorded among the land records of Anne Arundel County, Maryland in Liber 2950 at Page 40.

BEING part of that parcel of land described in the conveyance from Harry Waller to George W. Stone by deed dated May 12, 1977 recorded among the land records of Anne Arundel County, Maryland in Liber 2959 at Folio 475.

SAVING AND EXCEPTING THEREFROM so much of the herein described property conveyed to the State of Maryland pursuant to State Road Commission Plats No. 50593 and 50755.

... 549 ... 343

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

3. Maturity date (if any):

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

CHESAPEAKE YACHT SALES, INC.
PO BOX 628
GRASONVILLE, MD 21638

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

FIRST ANNAPOLIS SAVINGS BANK
1832 GEORGE AVENUE
ANNAPOLIS, MD 21401

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. ~~276101~~

Filed with ANNE ARUNDEL COUNTY Date Filed 1/20/89 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.

No. of additional Sheets presented:

FIRST ANNAPOLIS SAVINGS BANK

By: Elizabeth S. Hulbert
Signature(s) of Secured Party(ies)

By: 10[illegible]
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

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)
CHESAPEAK YACHT SALES, INC. PO BOX 628 GRASONVILLE, MD 21638	FIRST ANNAPOLIS SAVINGS BANK 1832 GEORGE AVENUE ANNAPOLIS, MD 21401	

4. This statement refers to original Financing Statement bearing File No. 276047
Filed with ANNE ARUNDEL COUNTY Date Filed 1/18/89 19____

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

10.

No. of additional Sheets presented:

FIRST ANNAPOLIS SAVINGS BANK

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

By: Elizabeth S. Hilbert
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

4-114232-03

12-12-89
1956V

549 345

279430

FINANCING STATEMENT

TO BE RECORDED AT:

__ a) SDAT - Financing Statement Records
__ b) Anne Arundel County - Financing Statement Records
__ c) Anne Arundel County - Land Records

NOT SUBJECT TO RECORDATION TAX PURSUANT TO §12-108(a) OF THE TAX-PROPERTY ARTICLE

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

1. NAME AND ADDRESS OF DEBTOR:

NEVAMAR CORPORATION
8339 Telegraph Road
Odenton, Maryland 21113

2. NAME AND ADDRESS OF SECURED PARTY:

MARYLAND ENERGY FINANCING ADMINISTRATION
217 East Redwood Street
Suite 2226
Baltimore, Maryland 21202

3. NAME AND ADDRESS OF ASSIGNEES:

EQUITABLE BANK, NATIONAL ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201
Attn: Baltimore Corporate Lending Department

and

BANK ONE, COLUMBUS, NA
100 East Broad Street
Baltimore, Maryland 21201
Attn: Thomas Igoe

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

(a) The interest of the Debtor in all of the equipment purchased with the proceeds of the loan made by the Secured Party to the Debtor under and pursuant to the Financing Agreement (hereinafter defined) (the "Equipment"), whether now owned or hereafter acquired by the Debtor and wherever located, together with all alterations, additions, accessions, and improvements thereto, substitutions therefor and renewals and replacements thereof (collectively, "Additions"); and together with all Proceeds (hereinafter defined) thereof.

2/—

2350

(b) The interest of the Debtor in all building materials and fixtures of every kind and nature whatsoever, now or hereafter located or contained in or upon or attached to, the real property located in Anne Arundel County, Maryland, and more particularly described in EXHIBIT A attached hereto and made a part hereof, and the improvements thereon (such building materials, fixtures, real property and improvements being herein referred to as the "Property"), or any part thereof, and used or usable in connection with any present or future use or operations of the Property, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, together with all Additions thereto and all Proceeds thereof. The Property is also described in a certain Deed of Trust dated December 15, 1989 (the "Closing Date"), between the Debtor and Anilkumar J. Hoffberg and Joseph J. Troy, trustees (the "Deed of Trust"). The Debtor is a record owner of the Property.

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

(d) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property and all Additions thereto or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(e) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property 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, any and all leases and subleases of the Property or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, and all accounts and general intangibles growing out of or in connection with such leases and subleases, together with all Proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Commercial Law Article of the Annotated Code of Maryland and shall include the proceeds of any and all insurance policies.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust and under and pursuant to the Loan and Financing Agreement dated the Closing Date (the "Financing Agreement), by and among the Secured Party, the Debtor and the Assignees, as security for the loan made by the Secured Party to the Debtor under and pursuant to the Financing Agreement. Such security interest has been assigned by the Secured Party to the Assignees under the Financing Agreement as security for the Secured Party's Maryland Energy Financing Administration Limited Obligation Industrial Development Revenue Bonds (Nevamar Corporation Facility), 1989 Series.

Debtor:

NEVAMAR CORPORATION

By: _____
Name: Charles G. McBee
Title: V.P. Finance & Administration

Secured Party:

MARYLAND ENERGY FINANCING ADMINISTRATION

By: _____
Luther B. Miller, Jr.
Director

Clerk: After recordation, please return to:

Lori A. Nicolle, Esquire,
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

EXHIBIT 'A'

All those parcels of land situate in Anne Arundel County, State of Maryland and described as follows:

Beginning for the first thereof and being known and designated as Lot No. 2 (containing 48.1785 acres more or less) as shown on Plat entitled "Subdivision Plat of the Nevamar Corporation Property", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 110 Folio 38, Plat No. 5713.

Saving and excepting from the above described property all those portions thereof which by Deed and Declaration of Boundary Line dated April 12, 1989 and recorded among the Land Records of Anne Arundel County in Liber 4829 Folio 166 were granted and conveyed by Nevamar Corporation, et al. unto Crossroads Partnershhip.

For reference to title see the following:

a. Deed from Exxon Corporation to Nevamar Corporation dated March 31, 1978 and recorded among the Land Records of Anne Arundel County in Liber 3065 Folio 217.

b. Deed from Chevron Fibers, Inc. to Nevamar Corporation dated June 3, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3595 Folio 219.

BEGINNING for the second thereof at the end of the seventeenth or North 36 degrees 45 minutes 24 seconds East 98.08 foot line of the conveyance from B. Whitney Corporation to Whitney B. Clark, et. al deed dated November 25, 1964 recorded among the Land Records of Anne Arundel County in Liber 1815 Folio 63 thence binding reversely on a part of said line and referring the courses of this description to the Maryland State Grid Meridian

1) South 36 degrees 44 minutes 46 seconds West 8.27 feet thence binding reversely on part of the South 15 degrees 53 minutes 30 seconds East 81. 68 foot line as shown on Nevamar Corporation boundary plat, Lot 2 recorded among the plat records of Anne Arundel County in Plat Book 110 Page 38

2) North 15 degrees 51 minutes 47 seconds West 7.70 feet thence binding reversely on part of the North 83 degrees 44 minutes 30 seconds West 1522.59 foot line as shown on the above mentioned boundary plat

3) South 83 degrees 42 minutes 54 seconds East 7.09 feet to the point of beginning. Containing 25 square feet or 0.0006 acres of land more or less.

BEGINNING for the third thereof at a point located South 14 degrees 18 minutes 33 seconds West 54.07 feet from the end of the sixteenth or North 14 degrees 19 minutes 11 seconds East 231.00 foot line of the conveyance from B. Whitney Corporation to Whitney B. Clark et al., as aforementioned thence binding reversely on a part of said sixteenth line and referring the courses of this description to the Maryland State Grid Meridian

1) South 14 degrees 18 minutes 33 seconds West 96.30 feet thence binding reversely on part of the South 12 degrees 23 minutes 31 seconds East 117.22 foot line as shown on the aforementioned Nevamar Corporation boundary plat

2) North 12 degrees 21 minutes 50 seconds West 71.18 feet thence binding reversely on part of the South 58 degrees 37 minutes 30 second West 147.96 foot line as shown on the above mentioned boundary plat

3) North 58 degrees 38 minutes 54 seconds East 45.72 feet to the point of beginning. Containing 1539 square feet or 0.035 acres of land more or less.

Being the same two lots of ground which by Deed and Declaration of Boundary Line dated April 12, 1989 and recorded among the Land Records of Anne Arundel County in Liber 4829 Folio 166 were granted and conveyed by Crossroads Partnership unto Nevamar Corporation.

12-12-89
1217b

FOR 549 PAGE 350

279431

FINANCING STATEMENT

TO BE RECORDED AT:
__ a) SDAT - Financing Statement Records
__ b) Anne Arundel County - Financing Statement Records

NOT SUBJECT TO RECORDATION TAX PURSUANT TO §12-108(k)(2) OF THE TAX-PROPERTY ARTICLE

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

1. NAME AND ADDRESS OF DEBTOR:

Maryland Energy Financing Administration
217 East Redwood Street
Suite 2226
Baltimore, Maryland 21202

2. NAME AND ADDRESS OF SECURED PARTIES:

Equitable Bank, National Association
100 South Charles Street
Baltimore, Maryland
Attention: Baltimore Corporate Lending Department

Bank One, Columbus, NA
100 East Broad Street
Columbus, Ohio 43215
Attention: Thomas Igoe

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

(a) All of the Debtor's right, title and interest in and to the remedies under all of the following documents and any and all other documents evidencing or securing the Loan (hereinafter defined), and all extensions, renewals and modifications thereof, amendments and supplements thereto and substitutions therefor, and including (without limitation) any and all security referred to therein (collectively, the "Documents"):

(i) the Loan and Financing Agreement dated December 15, 1989 (the "Closing Date") by and

RETURN TO: 4-1149232-03
CHICAGO TITLE INSURANCE
COMPANY OF MARYLAND
[illegible] ST
BALTIMORE, MD 21202

13

1450

among the Debtor, Nevamar Corporation, a Delaware corporation (the "Borrower") and the Secured Parties (the "Financing Agreement");

(ii) the Promissory Note dated the Closing Date made by the Borrower payable to the Debtor in the principal amount of $4,000,000; and

(iii) the Deed of Trust dated the Closing Date between the Borrower and Anilkumar J. Hoffberg and Joseph J. Troy, as Trustees, and recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland.

(b) All pledged receipts in connection with the loan made by the Debtor to the Borrower under the Financing Agreement and evidenced by the Note (the "Loan"), which pledged receipts include scheduled payments of principal and interest, condemnation awards and insurance proceeds, Receipts Requiring Mandatory Redemption (hereinafter defined), and any other payments called for by the Documents. As used in this Financing Statement, "Receipts Requiring Mandatory Redemption" means (i) all amounts received by the Debtor from the proceeds of any sale of the facility financed with the proceeds of the Loan (the "Facility") (or any portion thereof), and required by the Financing Agreement or any of the other Documents to be applied to the redemption of the Bonds (hereinafter defined); (ii) any condemnation awards or insurance proceeds allocable to the Facility and required by the Secured Parties to be applied to redemption of the Bonds, as provided in the Financing Agreement; (iii) any amounts received by the Debtor from any recoveries from any contractors as provided in the Financing Agreement; (iv) any unadvanced portion of the proceeds of the Bonds remaining after the completion of the Facility and final advance of proceeds of the Bonds pursuant to Article VI of the Financing Agreement; and (v) any other amount or amounts received from any sources and required by the Documents or by the Secured Party to be applied to the redemption of the Bonds.

(c) All of the Debtor's right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time by delivery or by writing of any kind conveyed, pledged, assigned or transferred, as and for

additional security under the Financing Agreement, by the Debtor or by anyone on its behalf or with its written consent, to the Secured Parties.

Notwithstanding the foregoing provisions, there shall be excluded from the property described in this paragraph 3 the "Reserved Rights of the Issuer" and the "Issuer Fee" (as both terms are defined in the Financing Agreement).

4. Proceeds of the collateral are also covered. As used in this Financing Statement, "proceeds" means all proceeds and products within the meaning of the Commercial Law Article of the Annotated Code of Maryland, and shall include the proceeds of any and all insurance policies.

5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Parties under and pursuant to the Financing Agreement as security for the Debtor's Limited Obligation Industrial Development Revenue Bonds (Nevamar Corporation Facility), 1989 Series, dated the Closing Date (the "Bonds"), issued pursuant to the Maryland Energy Financing Act, which Bonds do not constitute an indebtedness or charge against the general credit or taxing powers of the Debtor, and do not constitute or give rise to any pecuniary liability of the Debtor.

Debtor:

MARYLAND ENERGY
FINANCING ADMINISTRATION

By: _____
Luther B. Miller, Jr.
Director

Clerk: After recordation, please return to:

Lori A. Nicolle, Esquire
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

87-5343

549 353

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 455 Page No. 332

Identification No. 244805 Dated 11/1/82

1. Debtor(s)

Washington Homes, Inc.
Name or Names — Print or Type

Chandler Center, P.O. Box 1006, Waldorf, Maryland 20601
Address — Street No., City - County State Zip Code

2. Secured Party

The First National Bank of Maryland
Name or Names—Print or Type

25 South Charles Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

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

DJ

RECORD FEE 10.00
POSTAGE .50
RECEIVED FOR REC 11:58
12/18/89
H. EMILE SCHAFER
AA CO. CIRCUIT COURT

Dated: April 13, 1989

THE FIRST NATIONAL BANK OF MARYLAND
(Name of Secured Party)

(Signature of Secured Party)

Louis P. Mathews, Jr., Vice President
Type or Print (Include Title if Company)

PLEASE RETURN TO THE ABOVE DEBTOR!

10 00
12

BS-1216D-8406

DUNN TITLE COMPANY
2139 Defense Highway
Crofton, Maryland 21114

81-5393

BOOK 549 PAGE 351

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 512 Page No. 517

Identification No. 267790 Dated 5/28/87

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

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

3. Maturity Date (if any) _____

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

DJ

RECORD FEE 10.00
POSTAGE .50
#643010 0257 ROL 11:59
12/18/89
R. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: April 13, 1989

THE FIRST NATIONAL BANK OF MARYLAND
(Name of Secured Party)

Louis P. Mathews
(Signature of Secured Party)

Louis P. Mathews, Jr., Vice President
Type or Print (Include Title if Company)

PLEASE RETURN TO THE ABOVE DEBTOR!

10.00
32

BS-1216D-8406 DUNN TITLE COMPANY
2139 Defense Highway
Crofton, Maryland 21114

549 PAGE 355

279432

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C) Under the terms of Paragraph 4 of Tax-Property Article #12-108K

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

1. LESSEE: Pollux Corporation
(Name or Names)

8280 Patuxent Range Rd., Jessup, Maryland 20794
(Address)

LESSEE: _____
(Name or Names)

_____
(Address)

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

3. ASSIGNEE (if any)
of LESSOR: HYSTER CREDIT COMPANY.
111 S.W. FIFTH, SUITE 2700, PORTLAND, OREGON 97204

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

(1) Hyster Model S50XL
Serial Number A187V12325K

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

6. Secured party is the seller of the equipment.

LESSEE	LESSOR
Pollux Corporation	McCALL HANDLING CO.
By: R N Rounds VP-Finance (Title)	By: Janet L. Kuhn Sec Treas (Title)
R. N. ROUNDS (Type or print name of person signing)	JANET L. KUHN (Type or print name of person signing)
By: _____ (Title)	
_____ (Type or print name of person signing)	

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

STATE OF MARYLAND

Finance Records
Anne Arundel County, Md.

LIBER 549 PAGE 356

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275712

RECORDED IN LIBER 535 **FOLIO** 421 **ON** December 14, 1988 **(DATE)**

1. DEBTOR

Name COCHRANE DRIVE HOLDING ASSOCIATES LIMITED PARTNERSHIP
Address c/o Rouse & Associates
5950 Symphony Woods Road, Suite 300
Columbia, Maryland 21044

2. SECURED PARTY

Name GENERAL ELECTRIC CAPITAL CORPORATION
Address 260 Long Ridge Road
Post Office Box 8108
Stamford, Connecticut 06901-8108

DJ

RECORD FEE 12.00
POSTAGE .50
#536720 C777 R03 T15:46
12/18/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

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

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

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

This Financing Statement publicizes the lien of that certain Participation Fee Indemnity Deed of Trust and Security Agreement dated December 13, 1988, and recorded in the land records of Anne Arundel County in Liber 4753, folio 41, as amended by that certain First Amendment to Participation Fee Indemnity Deed of Trust and Security Agreement dated as of even date herewith and being recorded in said land records. The lien of said Deed of Trust has been spread to include certain additional land described therein. Therefore, Exhibit A attached to the original statement is deleted, and in lieu thereof, Exhibit A attached hereto shall be substituted.

Dated 12/15/89

(see attached)
(Signature of Secured Party)

Type or Print Above Name on Above Line

IN WITNESS WHEREOF, the parties hereto have executed this UCC-3 Amendment as of the date hereof.

DEBTOR:

COCHRANE DRIVE HOLDING ASSOCIATES
LIMITED PARTNERSHIP,
a Pennsylvania limited partnership

By: ROUSE & ASSOCIATES -- COCHRANE DRIVE LIMITED PARTNERSHIP,
a Pennsylvania limited partnership
Sole General Partner

By: ROUSE & ASSOCIATES, INC.
Managing General Partner

WITNESS:

By: _____ [SEAL]
Claiborn M. Carr III
Vice President

SECURED PARTY:

WITNESS:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____ [SEAL]
Name: Maureen McDougall
Title: Investment Manager

Dated: 12/14/87

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 6-R-A as shown on plat entitled "Revised Administrative Plat Lots 5-R-A and 6-R-A, Annapolis Science Center, Second District, Anne Arundel County, Maryland," which Plat is recorded among the Land Records of Anne Arundel County as Plat No. 6436, Plat Book 123, page 12.

TOGETHER WITH AND SUBJECT TO that certain Amended and Restated Declaration of Covenants and Restrictions being recorded contemporaneously herewith in the Land Records of Anne Arundel County, Maryland.

ANCHOR TITLE COMPANY
10715 Charter Drive
Suite 100
Columbia, MD 21044

549 PAGE 359

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 Nome First) and address(es)

Chaney, William F.
5461 Greenock Road
Lothian, MD 20771

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

LaSalle/Market Streets Associates, Ltd.
c/o VMS Realty Investment, Ltd.
8700 West Bryn Mawr Avenue
Chicago, IL 60631

For Filing Officer (Date, Time and Filing Office)

DJ

RECORD FEE 10.00
POSTAGE .50
#537230 C777 R03 T14:38
12/19/85

4. This statement refers to original Financing Statement bearing File No. #255775 Liber 483 Page 105
Filed with Anne Arundel Co., MD Date Filed 3-5-85 19

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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 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. This Financing Statement covers the secured interest in LaSalle/Market Streets Associates, Ltd. Please amend debtor information as follows:

Zip Code 20711

RETURN TO:

LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

(596-37) 10153/CC

No. of additional Sheets presented:

Leslie Gesme, authorized signatory for VMS Realty Investment, Ltd., attorney-in-fact for: William F. Chaney

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

Re: LaSalle/Market Streets Associates, Ltd.
By: VMS Realty Investment, Ltd.

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

(1) Filing Officer Copy – Alphabetical

STANDARD FORM – FORM UCC-3

STATE OF MARYLAND BOOK 549 PAGE 360

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279433

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ none

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

This financing statement Dated Dec. 12, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARYLAND UNDERGROUND BORING CO.

Address 1172 Tanager Drive, Millersville, MD. 21108

2. SECURED PARTY

Name INGERSOLL-RAND EQUIPMENT SALES

Address 5681 Main St., Elkridge, MD. 21227

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

3. Maturity date of obligation (if any)

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

1 - Ingersoll-Rand P130WJD Air Compressor, SN 166570 and all attachments and accessories thereto.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#537280 CTT7 R03 T14:48
12/19/89
CK
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)

MARYLAND UNDERGROUND BORING CO.

James J. Cotter SECRETARY, TREAS.
(Signature of Debtor) (Title)

JAMES J. COTTER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL-RAND EQUIPMENT SALES

Bradley W. Berger
(Signature of Secured Party)

Bradley W. Berger, Adm. Mgr.
Type or Print Above Signature on Above Line

BOOK 549 PAGE 361 279434

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 Sarro/Siegel Leasing Partnership

Address 407 Crain Highway, Ste. 200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corp.

Address 50 Rockefeller Plaza

New York, NY 10020

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

3. Maturity date of obligation (if any)_____

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

One (1) Qantel System 55 w/1 Real Time Clock, 512K Memory, 1 four channel controller, 1 hub unit, 1 printer controller s/n E00029705
One (1) 75MB Disk Drive, 1 Disk Drive Controller, 1 ¼ Tape Cartridge Streamer
Four(4) VT6 Video Terminals s/n's P03156, P03021, P03131, P03154
Four(4) DL2400 Printers s/n'sO12554, 012538, 012638, 012632
One (1) Four Channel controller, 1 BEST/AOS Operating System, 1 QIC-PC; One (1) Modem & Cable
One (1) IBM-AR w/512KB, 1.2 floppy disk, & 30MB Hard disc.,Amber monitor, surge suppressor Hayes Smartcom II, Internal modem, Multi Link, Dos, AT Gizmo, Lotus, Multimate, IBM Quiet Writer II s/n 5170-7056703

RECORD FEE 11.00
POSTAGE .50
#337350 C777 R03 T14:56
12/19/89
CK
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)

Sarro/Siegel Leasing Partnership

Frank J. Sarro

(Signature of Debtor)

Frank J. Sarro III, Partner

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corp.

(Signature of Secured Party)

Type or Print Above Name on Above Line

FILED IN ANNE ARUNDEL COUNTY

HMEWDHLTH

1/50

BOOK 549 PAGE 362 279435

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 Trans-American Leasing Corp.

Address 407 Crain Highway, Ste. 200B, Glen Burnie, MD 21061

2. **SECURED PARTY**

Name Societe Generale Financial Corp.

Address 50 Rockefeller Plaza
New York, NY 10020

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

3. **Maturity date of obligation (if any)** _____

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

See attached equipment listing

RECORD FEE 11.00
POSTAGE .50
#537340 CTT7 R03 T14:53
12/19/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
CK

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ **(Proceeds of collateral are also covered)**

☐ **(Products of collateral are also covered)**

Trans-American Leasing Corporation

Frank J. Sarro III

(Signature of Debtor)

Frank J. Sarro III, Ex. Vice President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corp.

(Signature of Secured Party)

Type or Print Above Name on Above Line

FILED IN ANNE ARUNDEL COUNTY

11.50

BOOK 549 PAGE 363

279436

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____

2. ☒ To Be Recorded among the Financing Records at Anne Arundel County

3. ☒ Not subject to Recordation Tax.

4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of $_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s): Address(es):

Linthicum Ferndale Auto Body, Inc. 7178 Baltimore Annapolis Boulevard
Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank Address: Department. AARU

Attention: Lynn Amos 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.

RECORD FEE 11.00
POSTAGE .50
CK 12/19/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural 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: Linthicum Ferndale Auto Body, Inc.

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

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

Secured Party: Maryland National Bank

By: _____ (Seal)

Jane C. Phillips, Assistant Vice President
Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

115

Liber 549 Page 364 279437

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____

2. ☒ To Be Recorded among the Financing Records at Anne Arundel County

3. ☒ Not subject to Recordation Tax.

4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of $_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s): Address(es).

Moon Lighting Electric Service, Inc.
1654 Crofton Boulevard, #16
Crofton, Maryland 21114

6. Secured Party: Maryland National Bank
Address: Department: AARU
Post Office Box 987, Mailstop 500-270
Baltimore, Maryland 21203
Attention: Lynn Amos

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

RECORD FEE 11.00
POSTAGE Ck .50
#537560 CTTT R03 T15:14
12/19/87
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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, contractural 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: Moon Lighting Electric Service, Inc. Secured Party: Maryland National Bank

By: [signature] (Seal)
Type name and title, if any
Terrie A. Moon, Secretary

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

By: Deborah N. Wicker (Seal)
Deborah N. Wicker, Business Banking Officer
Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

11.50

549 PAGE 365

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260729

RECORDED IN LIBER 495 ~~FOLIO~~ Pg. 500 ON 3-10-86 (DATE)
with Anne Arundel County, Maryland

1. **DEBTOR**

Name Ward Manufacturing, Inc.

Address c/o Don Klapproth Sales Agency, 2524 Carrollton Road, Annapolis, MD 21403

2. **SECURED PARTY**

Name MNC Credit Corp (f/k/a Maryland National Industrial Finance Corporation)

Address 502 Washington Avenue, Suite 800, Towson, MD 21204

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

3. Maturity date of obligation (if any) _____

DJ

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:

RECORD FEE 10.00
POSTAGE .50
#5374 FR C77T R03 T15:20
12/19/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

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

Dated December 5, 1989

MNC Credit Corp (f/k/a Maryland National Industrial Finance COrporation)

By: David J. Kramer Agent
(Signature of Secured Party)

Type or Print Above Name on Above Line

155

PRINTED BY JULIUS BLUMBERG, INC.

ANNE ARUNDEL
11 ~

279438

BOOK 549 PAGE 366

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 Office Products Center, Inc.

Address 7502 Connelley DR. Hanover, MD 21076

2. SECURED PARTY

Name Midlantic Commercial Leasing Corp.

Address 225 W 34th St.

New York, NY 10122

RECORD FEE 11.00
#537800 CRK R03 T15:34
12/19/89
H. ERLE SCHAFER
AA 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)

1-IBM 386 PS/2 Model 80
1-12" Color monitor
1-70MB Hard Drive
1-55MB Internal Tape drive
1-2MB Memory
1-IBM 3151-360 Display & Keyboard
1-Micorocom AX2400C Modem
1-AIX 1-2 User
1- IBM 3151-360 Display & Keyboard
1-Okidata 321 Printer
1-Cash Strip Printer
1-Cash Drawer

NOT SUBJECT TO RECORDATION TAX
SECURED PARTY IS THE SELLER

TOGETHER WITH ALL ADDITIONS, ACCESSIONS AND/OR REPLACEMENTS OF ANY OR ALL PARTS THEREOF.

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Pres

(Signature of Debtor)

Arthur Whittington III

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Recordation Tax was paid to Anne Arundel County

Liber 549 Folio 367

279439

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 65,690.00

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

Name of Debtor	Address
Edwin A. & John O. Crandell, Inc.	733 Crandell Road West River, MD 20778

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):

Cat 235 Excavator s/n 32K-1859

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 ☐ 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)	Secured Party (or Assignee)
Edwin A. & John O. Crandell, Inc. BY: John O Crandell John O. Crandell, Sr., President	FARMERS NATIONAL BANK OF MARYLAND
	BY

Type or print names under signatures

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

1.00
.50

liber 549 page 368 279140

Recordation Tax was pd to Anne Arundel County

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 31,200.00

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

Name of Debtor	Address
Edwin A. & John O. Crandell, Inc.	733 Crandell Road West River, MD 20778

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):

Cat D4H Crawler Tractor s/n 8PB00529

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, ☐ 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)
Edwin A. & John O. Crandell, Inc.
BY: John O Crandell
John O. Crandell, Sr., President

Secured Party (or Assignee)
FARMERS NATIONAL BANK OF MARYLAND
BY B J Mann

Type or print names under signatures

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

CK

17
32.50

Anne Arundel County

549 369

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. 265712 recorded in Liber 507, Folio 193 on January 16, 1989 (Date).

1. **DEBTOR(S):**

Name(s) Stanley and Dnina Wilkins, life tenants and Wilkins Associates, remainderman

Address(es) c/o Wilkins Buick, Inc., 6913 Ritchie Highway, Glen Burnie, Maryland 21061 Attn: Maury N. Wilkins

2. **SECURED PARTY:**

Name General Motors Acceptance Corporation

Address 849 International Drive Linthicum, MD 21090

Attn: John H. Grischow

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

Jerold A. Moses, Blumenthal, Wayson, et al., 121 Cathedral Street, P.O. Box 868, Annapolis, Maryland 21404-0868

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. Partial Release as to any collateral located on the property described on Exhibit A attached hereto.

9. **SIGNATURES.**

.....

.....

.....

.....

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.

SECURED PARTY

General Motors Acceptance Corporation

By .....

John H. Grischow

(Type, Name and Title)

105

Anne Arundel County

549 PAGE 369

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. 265712 recorded in Liber 507, Folio 193 on January 16, 1989 (Date).

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Name(s) Stanley and Dnina Wilkins, life tenants and Wilkins Associates, remainderman

Address(es) c/o Wilkins Buick, Inc., 6913 Ritchie Highway, Glen Burnie, Maryland 21061 Attn: Maury N. Wilkins

2. **SECURED PARTY:**

Name General Motors Acceptance Corporation

Address 849 International Drive Linthicum, MD 21090
Attn: John H. Grischow

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

Jerold A. Moses, Blumenthal, Wayson, et al., 121 Cathedral Street, P.O. Box 868, Annapolis, Maryland 21404-0868

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. Partial Release as to any collateral located on the property described on Exhibit A attached hereto.

9. **SIGNATURES.**

.....

.....

.....

.....

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.

SECURED PARTY

General Motors Acceptance Corporation

By .....
John H. Grischow
(Type, Name and Title)

165

JOHN E. HARMS, JR. AND ASSOCIATES, INC. Consulting Engineers - Planners - Surveyors
PASADENA, MARYLAND

06/12/89
JMB:cw
0187042B

DESCRIPTION

2.082 ACRE PARCEL, PROPERTY OF
STANLEY WILKINS AND PNINA WILKINS
ON GOVERNOR RITCHIE HIGHWAY

BEGINNING for the same at a concrete monument, as now set by John E. Harms, Jr. & Associates, Inc., on the east side of Governor Ritchie Highway, (Rte 2) as laid out one hundred and fifty feet wide; as shown on State Roads Commission of Maryland Plat No. 2770, said point being at the end of the first line in a conveyance by and between Jean R. Berman, Irwin M.Sussman and Stephen M. Cooper, Trustees of the testamentary trust estate of Allan L. Berman, deceased, Merrill L. Bank, Henry Shapiro, Arthur H. Shapiro, Arron Hyatt and Morris H. Wolf, Co-Partners trading as RITCHIE ASSOCIATES, a general partnership, formed and operating under the laws of the State of Maryland, and Stanley and Pnina Wilkins, his wife, Life Tenants, and Wilkins Associates, a general partnership consisting of Maury N. Wilkins, Deborah K. Wilkins, Susan M. Wilkins and Abigail M. Wilkins, dated October 17, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3802 at Folio 719; said point also being located 5.02 feet along an arc of a curve to the right having a radius of 2621.63 feet, and subtended by a chord of South 06 degrees 17 minutes 16 seconds West 5.02 feet, from the intersection of the easterly right-of-way line of Governor Ritchie Highway and the southerly truncation of the right-of-way line of Ertel Road (55 feet wide), said road being described in an agreement between Ritchie

EXHIBIT A

Associates and Anne Arundel County, Maryland dated November 12, 1969 and recorded among the aforesaid Land Records in Liber 2322 at Folio 250; and running thence from said beginning point and binding on the easterly side of said Governor Ritchie Highway (Rte. 2).

(1) 5.02 feet along an arc of a curve to the left having a radius of 2621.63 feet and being subtended by a chord of North 06 degrees 17 minutes 16 seconds East, 5.02 feet to a 3/4 inch iron pipe as now set at the intersection of the southerly right-of-way line of Ertel Road and the easterly right-of-way line of Governor Ritchie Highway, thence binding on the southerly right-of-way line of Ertel Road the five following courses and distances:

(2) North 50 degrees 40 minutes 59 seconds East 21.36 feet to a 3/4 inch iron pipe now set, thence

(3) South 84 degrees 41 minutes 45 seconds East 61.14 feet to a 3/4 inch iron pipe now set, to a point of curvature, thence

(4) along a curve to the right with a radius of 172.50 feet, an arc length of 68.58 feet, and being subtended by a chord of South 73 degrees 18 minutes 23 seconds East, 68.13 feet to a 3/4 inch iron pipe now set, to a point of tangency, thence

(5) South 61 degrees 55 minutes 00 seconds East 233.21 feet to a 3/4 inch pipe now set, to a point of curvature, thence

(6) along a curve to the left with a radius of 255.00 feet, an arc length of 91.13 feet, and being subtended by a chord of South 72 degrees 09 minutes 11 seconds East, 90.65 feet to a 3/4 inch iron pipe now set, on the southerly side of Ertel Road at the end thereof and at a point on the third line of a conveyance by and between QUAD, INC., a body corporate of the State of Maryland and

RITCHIE ASSOCIATES, a General Partnership, dated April 30, 1970 and recorded among the aforesaid Land Records in Liber 2340, Folio 240, as shown on a plat titled, "Plat One RITCHIE MINI-STORAGE ASSOCIATES" and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 84 at Page 31, and being designated as Plat Number 4406, thence binding on said third line

(7) along a curve to the right with a radius of 3071.63 feet, an arc length of 354.92 feet, and being subtended by a chord of South 11 degrees 25 minutes 51 seconds West, 354.72 feet to a 3/4 inch iron pipe now set, said point being situate on an arc 69.75 feet northerly along the same curve from the end of the third line in the conveyance referred to above, to a point of intersection with the second line of a conveyance from DOROTHY SAMUELSON, RENA S. WEISS, WALTER SAMUELSON, and HERMAN SAMUELSON to VERNON D. STREET and RUTH M. STREET dated June 6, 1978 and recorded among the aforesaid Land Records in Liber 3088, Folio 591, thence binding thereon reversely

(8) North 36 degrees 34 minutes 10 seconds West, 115.35 feet to a concrete monument now set at the end of said first line of the last mentioned conveyance, thence binding reversely along said line

(9) North 36 degrees 34 minutes 10 seconds West, 497.19 feet to the place of beginning.

CONTAINING 2.082 acres of land, more or less with all bearings related to the Maryland State Grid Meridian.

SUBJECT to all easements, and or rights-of-way on record.

549 PAGE 373

279441

FINANCING STATEMENT

RECORDATION TAX ON THE PRINCIPAL AMOUNT OF $3,163,200 HAS BEEN PAID ON THE DEED OF TRUST RECORDED IN THE LAND RECORDS OF BALTIMORE COUNTY

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF AA County

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

1. Debtor: Address:

Tremper Farms, Inc. 1655 Crofton Boulevard
Suite 200
Crofton, Maryland 21114

2. Secured Party: Address:

Provident Bank of Maryland 114 E. Lexington Street
Baltimore, Maryland 21202
Attn: Commercial Real Estate Department

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all

RECORD FEE 21.00
#5 .50
12/20/89
H. EALE SCHAFER
AA CO. CIRCUIT COURT
CK

21.50

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 (including the rights of the Debtor under any contracts of sale) 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 Baltimore County, Maryland.

5. Proceeds of collateral are covered hereunder.

6. The land is more particularly described in Exhibit A attached hereto.

Debtor:

TREMPER FARMS, INC.,
a Maryland corporation

By: _____(SEAL)
W. Dennis Gilligan, President

Dated: November 22, 1989

Please return to:

Jeffrey P. McCormack, Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201

00032:00869
FINANCING.STATEMENT

EXHIBIT A

PROPERTY DESCRIPTION

549 PAGE 376

BEGINNING FOR THE SAME at a point in a large stone heretofore et for the beginning of that same parcel of land as described in a conveyance from Raymond A. Tremper, et al, unto Tremper Farms, Incorporated, by a deed dated July 14, 1988 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. No. 7920, folio 670, etc., thence running with and binding on the boundaries of said parcel of land, as now surveyed by STV/LYON ASSOCIATES, with all bearings being referred to the Baltimore County Metropolitan District Grid Meridian, the five following courses and distances;

1. South 00°50'21" West 574.02 feet to a concrete monument heretofore set, thence,

2. North 74°26'01" West 528.00 feet to a reinforcing rod and plastic identification cap now set in the existing bed of Magnolia Avenue, thence leaving Magnolia Avenue and continuing,

3. North 01°33'07" West 1,610.40 feet to a concrete monument now set, (passing over a concrete monument now set at the end of 894.45 feet), thence,

4. North 73°41'14" East 499.95 feet to a concrete monument now set, thence,

5. South 03°30'34" East 1,320.45 feet to the point of beginning, (passing over a concrete monument now set at the end of 798.68 feet).

Containing 20.5241 acres of land, more or less.

BEING that same parcel of land as described in a conveyance from Raymond A. Tremper, et al, unto Tremper Farms, Incorporated, by a deed dated July 14, 1988 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. No. 7920, folio 670, etc.

SUBJECT to a 30 feet wide right of way for use in common ingress and egress over Magnolia Avenue, as described in a conveyance from John F. Tremper, et al, unto The Maryland State Game and Fish Protective Association of Baltimore City, by a deed dated August 26, 1964 and recorded among said Land Records in Liber R.R.G. No. 4395, folio 132, etc.

The right to construct, and operate, and maintain electric and telephone lines, unto the Baltimore Gas and Electric Company, by agreement dated May 3, 1955 and recorded among said Land Records in Liber G.L.B. No. 2699, folio 002, etc.

TOGETHER with the use in common of a road 30 feet wide (Magnolia Avenue) running in a northwesterly direction from the southwesternmost corner of the hereindescribed parcel, as referred to in a conveyance from Raymond A. Tremper, et al, unto Raymond A. Tremper, et al, by a deed dated May 22, 1980 and recorded among said Land Records in Liber E.H.K., Jr. No. 6170, folio 515, etc.

Mail to Jeffrey P McCormack

AA
11.50

279442

MDR 549 PAGE 378

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 — Gene Hansen Creative Services, Inc.
Name or Names
177 Defense Highway #8, Annapolis, MD 21401
Address - Street No. City-County State Zip Code

2. Lessor — The Equipment Leasing Company
Box 307 Riderwood, Maryland 21139

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

Computer Equipment

RECORD FEE 11.00
POSTAGE .50
#530850 C777 R03 T11:28
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Lessee:
Gene Hansen Creative Services, Inc.
(Signature of Lessee)
Gene Hansen President
(Type or Print) (Include Title)

Lessor:
THE EQUIPMENT LEASING COMPANY
(Signature of Lessor)
(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.

11/52

STATE OF MARYLAND . 549 PAGE 379

A.A. Co. 12.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated Dec. 18, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

279443

1. DEBTOR

Name G.P. Smith, Inc. T/A Eastern Excavating

Address 880 Sycamore Hill Road, Severn, MD 21144

2. SECURED PARTY

Name Tucker Equipment Company

Address P.O. Box 340, Aberdeen, MD 21001

RECORD FEE 12.00
POSTAGE .50
#5338340 C7TT R03 T11:27
12/20/89
H. ERLE SCHAFER
AA 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)

One CASE 580K 4WD Loader/Extendahoe
S/N JJG0021775

Name and address of Assignee of Secured Party

J. I. Case Credit Corp.
P. O. Box 292
Racine, WI 53401

CHECK ☒ THE LINES WHICH APPLY

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

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

☒X (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(X) Glenn P Smith
(Signature of Debtor) & Title

Glenn P Smith
Type or Print Above Name on Above Line

10/12

(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

279443

FOR 549 PAGE 391

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 October 26, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R. J. HOWARD, INC.

Address 1316 Crane Highway, Bowie, Maryland 20715

2. SECURED PARTY

Name KASHI CORPORATION

Address 3429 Ft. Meade Road, Laurel, Maryland 20707

Donald E. Sinrod, Esq., 11300 Rockville Pike, #1204, Rockville, MD 20852

Person And Address To Whom Statement Is To Be Returned 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 assets, fixtures, furniture and leasehold improvements

located at 3429 Ft. Meade Road, Laurel, Maryland 20707

RECORD FEE 11.00
POSTAGE .50
#538830 C777 R03 T11:25
12/20/89
CK 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)

R. J. HOWARD, INC.

Richard J. Howard, II

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

KASHI CORPORATION

H. Amr - V.P.

(Signature of Secured Party)

HAMID AMERKASHI

Type or Print Above Signature on Above Line

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

11 Sw

A.A. CO.

liber 549 page 351

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. #251795 Dated 4/26/84

Record Reference Book#472 Page#532

2. DEBTOR is:

Name: Ronald s. Oser, M.D., P.A.
(Last Name First)

Address: 3450 Fort Meade Road, Laurel, Md. 20810

3. SECURED PARTY is:

Name: Union Trust Co. of Md.

Address: P.O. Box 1077, Baltimore, Maryland 21203

DJ

RECORD FEE 10.00
POSTAGE .50
#538020 CT77 R03 T11:24
12/20/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

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: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Co. of Md. Now Known As Signet Bank/Md.

Date: 12/8, 19 89

By: Jane M Henry Mgr
(Title)

018-1781-0537

10.50

279445

BOOK 549 PAGE 382

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuont to the Uniform Commerciol Code:

3. Maturity dote (if any):

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

Gin Mill, Inc.
T/A South River Pharmacy
3141 Solomons Island Road
Edgewater, MD 21037

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

McKesson Corporation
7721 Polk Street
Landover, MD 20785

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

RECORD FEE 12.00
POSTAGE CK .50
#538610 CTTT R03 T11:24
12/20/85

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

Record owner of realty is Robert Gray & James Halle.
Fixtures are situated on realty located at:

3141 Solomons Island Road
Edgewater, MD 21037

See attached "Schedule A", dated 11/14/85 consisting of
1 page, attached to and made a part of this financing statement.

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

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

☐ already subject to a security interest in another jurisdiction when it was brought into this stote.
☐ which is proceeds of the original collaterol described above in which a security interest wos perfected:

Filed with:

Anne Arundel

Check ☒ if covered: ☐ Proceeds of Collaterol are also covered. ☐ Products of Colloteral ore also covered. No. of additionol Sheets presented:

Gin Mill, Inc. T/A South River Pharmacy

By: Milton Watkowski
Signature(s) of Debtor(s)
President
Title
12/5/85

McKesson Corporation

By: Joe Yurko
Signature(s) of Secured Party(ies)
Area Credit Mgr.
Title

Milton Watkowski

STANDARD FORM - FORM UCC-1. (Use in Most States)

Initials:
+ MWK Debtor
+ MW Creditor

"Schedule A"

549 383

Attached to and a part of Financing Statement
(Financing Statement or Security Agreement)
dated + NOVEMBER 16, 1989 between Gin Mill, Inc. T/A South River Pharmacy
_____, Debtor, and **McKesson Corporation**, Secured Party.

Quantity	(Describe collateral fully including make, kind of unit, serial and model numbers and any other pertinent information.)
	1. All present and future accounts, contract rights and general intangibles, including all accounts receivable, insurance proceeds, and all right, title, and interest in and to prescription files. 2. All present and future merchandise and inventory including, without limiting the generality of the foregoing, all drugs, prescription stock, proprietaries, tolietries and cosmetics. 3. All present and future equipment, fixtures and property used by Debtor in its business including, without limiting the generality of the foregoing, all display cases, gondolas, paneling, shelving, sinks, cabinets, furniture, signs, typewriters, cash registers, safes, fountain equipment, air conditioning and refrigeration equipment, lighting fixtures, floor covering, and related equipment.

Dated + NOVEMBER 16, 1989

Debtor Gin Mill, Inc. T/A South River Pharmacy

By + Milton Watkowski President
Milton Watkowski Title

DC-3 (N9-83)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 549 PAGE 354 279446

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name William Eugene Brooks

Address 241 Waysons Mobile Court, Lothian, MD. 20711

2. SECURED PARTY

Name Accent Homes, Inc.

Address 7401 Moore Road

Brandywine, MD 20613

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

RECORD FEE 11.00
POSTAGE .50
#538760 CT77 R03 T11:21
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

Used 1976 14x70 Mobile Home
Marlett Serial # P14370Fk250121

Name and address of Assignee
First Manufactured Housing
Credit Corp.
P.O. 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)

William Eugene Brooks P.O.A. Glinda S. Conner
(Signature of Debtor)

William Eugene Brooks
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Glinda S. Conner
(Signature of Secured Party)

Glinda Conner First Manufactured Housing
Type or Print Above Signature on Above Line Credit Corp.

11 50

liber 549 page 385

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

279447

FINANCING STATEMENT

DATE: October 3, 1989

(XXX) Not Subject to Recordation Tax

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

NAME OF DEBTOR (S): Phillip J. Hall

ADDRESS: 432 South Carolina Avenue
Pasadena, Maryland 21122

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:

1 1989 Kubota Excavator, Model #KH91, Serial # 10457

RECORD FEE 11.00
POSTAGE CK .50
#5387 CTTT R03 T11:20
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR(S):

_____
(Company Name)
BY: Phillip J. Hall
Phillip J. Hall
BY: _____

BY: _____

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

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert Ma
(Authorized Signature)

Vice President
(Type Name and Title)

11.50

STATE OF MARYLAND

BOOK 549 PAGE 386

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 October 6, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

279448

1. DEBTOR

Name TECHNOLOGY SERVICES CORPORATION

Address 2135 ESPEY COURT #1 Crofton, MARYLAND 21114

2. SECURED PARTY

Name DIGITAL EQUIPMENT CORPORATION

Address 6101 West Centinela, Culver city, CA 90230

_____

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

3. Maturity date of obligation (if any) _____

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

MICROVAX 3300 COMPUTER SYSTEM INCLUDING PERIPHERALS, TERMINALS, MASS STORAGE DEVICES, CABINETING, SOFTWARE AND ASSOCIATED CABLING, IF ANY, IS MORE FULLY DESCRIBED IN AN EQUIPMENT SCHEDULE DATED JUNE 15, 1989 TO A LEASE AGREEMENT DATED 1-MAY-87 BETWEEN DEBTOR AND SECURED PARTY.

EQUIPMENT LOCATION: 2135 ESPEY COURT #1
CROFTON, MARYLAND 21114

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#538650 C777 R03 T11:04
CK 12/20/89
H. EARLE 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)

11.50

5027-03

(Signature)

TECHNOLOGY SERVICES CORPORATION

(Type or Print Above Signature)

(Signature)

✓ Vice President

(Type or Print Above Signature)

Miriam Nurse

(Signature)

DIGITAL EQUIPMENT CORPORATION

(Type or Print Above Signature)

**This is not subject to recordation tax and does not represent a security interest.

FINANCING STATEMENT

279449

Not Subject to Recordation Tax

Name of Debtor	Mailing Address
Bedford D. Curry Jr. Denia J. Curry	16 N. Carol Street Laurel, Maryland 20707

SECURED PARTY

John Hanson Savings Bank FSB — 809 Gleneagles Court, Suite 201, Towson, Maryland 21204

RECORD FEE 12.00
POSTAGE .50
#538490 CTTT R03 T10:49
12/20/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor
x Bedford D Curry
x Denia Jane Curry

Secured Party
JOHN HANSON SAVINGS BANK FSB
By Kathryn Ridley

NOTE: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Professional Mobile Home Brokers, Inc., which has been assigned to John Hanson Savings Bank FSB.

279450

LIBER 549 PAGE 355

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 3D Services, Inc.

Address 170 Jennifer Rd., Suite 325, Annapolis, MD 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., 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)

RECORD FEE 11.00

See Exhibit "A" attached hereto and made a part hereof.

CK

POSTAGE .50

#538480 C777 R03 T10:48

12/20/89

CHECK ☒ THE LINES WHICH APPLY

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

HARLE SCHAFER
AA CO. CIRCUIT COURT

☐ (If 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)

Alan W. King Exec V.P.
(Signature of Debtor)

ALAN W. KING Exec V.P.
Type or Print Above Signature on Above Line

Thomas S. Myers Treasurer
(Signature of Secured Party)

(Signature of Debtor)

Thomas E. Myers
Type or Print Above Signature on Above Line

Type or Print Above Name on Above Line

1/15

EXHIBIT A BOOK 549 PAGE 359

DESCRIPTION OF EQUIPMENT

One (1) Compaq Deskpro 386/33Mhz w/
84MB Hard Drive
2MB RAM
1.2MB Diskette Drive
Compaq VGA Color Monitor
80387-33Mhz Math Coprocessor
1.44 MB Diskette Drive S/N(s): 4923HAB20063
One (1) Compaq DOS 3.3
One (1) Compaq 40MB Streaming Internal Tape Backup
One (1) Hewlett Packard LaserJet, Series II/cable S/N(s): 2935A22347
One (1) Hewlett Packard LaserJet Series II 1MB RAM Upgrade
One (1) Hewlett Packard 7475 Plotter/cable S/N(s): 2938A00164

3D Services, Inc.
Type Full Legal Company Name

Alan W. King ALAN W KING
Signature Print Name

Exec. V.P.
Title

November 21, 1989
Date

Signature Print Name

Title

Date

BOOK 549 PAGE 390

279451

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 General Elevator Company, Incorporated

Address 601 Nursery Rd., Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., 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)

See Exhibit "A" attached hereto and made a part hereof.

RECORD FEE 11.00
POSTAGE .50
#538470 C777 R03 T10:48
12/20/89
CK 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)

NOT SUBJECT TO RECORDATION TAX.
PURSUANT TO SECTION 12-108 (K) (4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS FILED TO PUBLICIZE A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

David A. Esvaranta MIS Director
(Signature of Debtor)

David A. Esvaranta MIS Director
Type or Print Above Signature on Above Line

Thomas E. Myers Treasurer
(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers
Type or Print Above Name on Above Line

11 of 11

EXHIBIT A BOOK 549 PAGE 391

DESCRIPTION OF EQUIPMENT

One (1) 015077 DESKPRO 286E-40 S/N(s): 4944HZ3H0513
One (1) 030614 VGA MONOCHROME MONITOR S/N(s): 938EE0582TBX
One (1) 065098 1MB 16BIT MEM EXP BOARD, 286E
One (1) 222531 ADV NETWARE V2.15 5.25
One (1) 05MD279080 MAYNARD 60 W/ STND
One (1) 07X279 TIARA PASSIVE 4-PORT S/N(s): 361046
Four (4) 07X275 TIARA LANCARD/A (LCA)
Two (2) 011006 *(3)MOD 30 286,1MB,1.44DD,51 S/N(s): 7507231DTF0 7509730
Two (2) 030844 COLOR DISPLAY 12IN (8513) S/N(s): 0833645 23ZF174
One (1) 221380 CLOSE-UP CUST/TERMINAL V3.0
One (1) 400097 BACKUP POWER SUPPLY-STDBY(50 S/N(s): 505A002159
One (1) ASP3DAI SURGE PROTECTOR: CURTIS SAFE
One (1) 065000 COMPAQ PARALLEL/SERIAL BOARD
Four (4) A86450TEC DATA CART: ST600 30/60 MB 60
One (1) 040695 *(2)LASERJET IIP PRINTER S/N(s): 2940J05762
One (1) 400402 CBL:IBM PAR 15FT
One (1) 205053 EA(1)DOS+BASIC 3.3,5.25
One (1) E04090 HANDLING FEE
Four (4) SL0500 SOFTWARE SET UP

General Elevator Company, Incorporated
Type Full Legal Company Name

Signature — David A. Quaranta — Print Name

MIS Director
Title

December 7, 1989
Date

Signature — Print Name

Title

December 7, 1989
Date

Circuit 10 5a

MOR 549 PAGE 332

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

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 276803 recorded in Liber 539, Folio 387 on April 5, 1989 (date)

1. DEBTOR(S):

Name(s): Anne Arundel Fire Protection, Inc.

Address(es): 1654 Crofton Boulevard

Crofton, Maryland 21114

2. SECURED PARTY:

Name: First Annapolis Savings Bank, FSB

Address: 1832 George Avenue

Annapolis, Maryland 21401

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

RECORD FEE 10.00
POSTAGE .50
#5J8460 CTT R03 T10:48
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

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

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

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

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

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

8. Change Debtor's address to read: 15855 Commerce Court, Upper Marlboro, MD 80772.

9. DEBTOR:

Anne Arundel Fire Protection, Inc.

BY:

Robert Bonanni, President

Robert J. Bonanni
R M Bonanni

SECURED PARTY:

First Annapolis Savings Bank, FSB

By Elizabeth S. Hilbert

Elizabeth S. Hilbert
(Type Name and Title)

2-2645 (3/89)

154

(To Be Recorded Among the Financing Statement Records)

Financing Statement

LIBER 549 PAGE 393

279452

1. Debtor's Name and Address: Classic V.W., Inc.
1930 West Street
Annapolis, MD 21401

2. Secured Party's Name and Address: Equitable Bank, National Association
100 S. Charles Street
Baltimore, MD 21201
ATTN: Barbara Wykowski

RECORD FEE 13.00
RECORD TAX 24.50
POSTAGE CK .50
89 DEC 20 CTT R03 T10:47
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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.

A. Accounts. All of the accounts of the Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents), both now owned and hereafter acquired, together with all cash and non-cash proceeds thereof.

B. Chattel Paper. All of the chattel paper of the Debtor, both now owned and hereafter existing, acquired or credited, together with (i) all moneys due and to become due thereunder, and (ii) all cash and non-cash proceeds thereof.

C. Inventory. All of the inventory of the Debtor, whether now owned or hereafter acquired, and all proceeds (both cash and non-cash) and products thereof, including, without limitation, items of inventory used for demonstration, executive or similar purposes or which are returned to, or repossessed by, the Debtor and all replacements and substitutions and all parts and accessories.

D. Equipment and Fixtures. All of the equipment and fixtures of the Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and thereafter 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.

E. Miscellaneous. All manufacturer's certificates of origin, certificates of title, commercial invoices, bills of lading, packing lists, inspection certificates, special custom invoices, insurance certificates, and documents of title representing or relating to inventory of the Debtor.

DE/JUL/78(41)bv/lp

13 24.50 50

549 394

F. Insurance. The proceeds of any insurance policies now or hereafter covering any of the above-described property.

4. 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.

5. Subject to Recordation Tax on an initial debt in the principal amount of $25,125 (See Allocation). The Debtor certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County, Maryland.

Debtor:

Classic V.W., Inc.

By: _____ (SEAL)
Peter Prins, President

DE/JUL/79(17)lp

CERTIFICATE FOR ALLOCATION OF
MARYLAND RECORDATION TAX

TO: Clerk, Circuit Court for Anne Arundel County

REFERENCE: Classic VW, Inc.

549 395

With respect to the above referenced loan and to the personal property (the "Collateral") securing said loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the collaterals are as follows:

1. Value of Accounts Receivable 100,000.00

2. Value of Inventory 2,900,000.00

3. Value of Equipment 40,000.00

4. Total Value of Collateral 3,040,000.00

5. Computation of Amount of Debt not Exempt form Recordation Tax:

Value of Non-Exempt Collateral / Value of total Collateral	X	Total Amount of New Debt Secured	=	Amount of Debt Not Exempt from Tax
$ 40,000.00 / $ 3,000,000.00	X	250,000.00	=	3,333.33

6. Recordation Tax Due on Non-Exempt Debt, Rounded off

3,500.00 / 1,000.00	X	7.00	=	24.50

Classic V.W., Inc.

By T. Prins (SEAL)
Peter Prins, President

LIBER 549 PAGE 396

I HEREBY CERTIFY THAT $231.00 was paid in Recordation Tax to the Clerk of the Circuit Court for Anne Arundel County.

Kathy Fordyce

Kathy Fordyce

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

279453

☐ Not subject to Recordation Tax

☒ Subject to Recordation Tax: Principal Amount is $ 32,800.00 .

☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR	SECURED PARTY (OR ASSIGNEE)
Teitelbaum & Greenfield, M.D., P.A. (Name)	THE FIRST NATIONAL BANK OF MARYLAND
139 Old Solomon's Island Road (Address)	Attn: Stephanie P. Yancy (Name of Loan Officer)
Annapolis, Maryland 21401	18 West Street (Address)
	Annapolis, Md. 21401

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

Technicon RA-500 Chemistry Analyzer S/N PR0552

RECORD FEE 11.00
RECORD TAX 231.00
#538400 C777 R03 T10:45
CK 12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
POSTAGE .50
#538410 C777 R03 T10:45
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

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

DEBTOR (OR ASSIGNOR)	DEBTOR (OR ASSIGNOR)
_____ (Seal)	_____ (Seal)
_____ (Seal)	_____ (Seal)
(Signature)	(Signature)
Jacob Teitelbaum (Print or Type Name)	(Print or Type Name)

BS-0850A-8406

(1-
231.50

STATE OF MARYLAND

BOOK 549 PAGE 397

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.

279454

1. DEBTOR

Name DOC's ROLL-OFF SERVICE, LTD.

Address 116 CAMROSE AVE. BALTIMORE, MD 21225

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING CORP.

Address 225 WEST 34th STREET

NEW YORK, NY 10122

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

3. Maturity date of obligation (if any) _____

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

FOUR (4) NEW RUDCO 30 CUBIC YARD ROLL-off CONTAINERS
SERIAL NUMBERS: 56654, 56673, 62610, 64020

RECORD FEE 11.00
#0538320 CTT7 R03 T10:39
GK 12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

NOT SUBJECT TO RECORDATION TAX
SECURED PARTY IS THE SELLER

TOGETHER WITH ALL ADDITIONS, ACCESSIONS AND/OR REPLACEMENTS OF ANY OR ALL PARTS THEREOF.

CHECK ☒ THE LINES WHICH APPLY

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

☐ (If collateral is goods which are or are to become fixtures) The above 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
(Signature of Debtor)

EVA HERSHMAN, OWNER
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

J Banks
(Signature of Secured Party)

T BANKS
Type or Print Above Signature on Above Line

LIBER 549 PAGE 305

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)

DGM Enterprises, Inc.
5187 Raynor Avenue
Linthicum Heights, MD 21090

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

AT&T Credit Corporation
Chadds Ford Business Campus
Brandywine Two Bldg. Suite 300A
P.O. Box 1008
Chadds Ford, PA 19317

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#538300 C7T7 R03 T10:38
12/20/89
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 067910 Book 523 Page 467
Filed with Anne Arundel County Date Filed 3/1 19 88

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

10.

No. of additional Sheets presented:

DGM Enterprises, Inc.

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

AT&T Credit Corporation

By: P. K. Whitaker
Signature(s) of Secured Party(ies)

(1) **Filing Officer Copy – Alphabetical** **STANDARD FORM – FORM UCC-3** 10/5

279455

liber 549 page 399

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

No. of Additional Sheets Presented:

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

The Driggs Corp.
8700 Ashwood Drive
Capitol Heights MD 20743
M-35614
MACHINE LOCATED MILLERSVILLE MD

(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
#038290 CT77 R03 T10:37
CK 12/20/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

One (1) New Caterpillar Wheel Loader 966E S/N: 99Y06647
SOL[D FROM INVENTORY
NOT SUBJECT TO RECORDATION TAX

XX ☐ Products of the Collateral Are Also Covered.

MD

(6) Signatures: Debtor(s)

The Driggs Corp

(By) R F Burner SrV.P.

Secured Party(ies) [or Assignees]

Alban Tractor Co Inc.

(By)

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

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

11.50

UCC-1

THIS IS A FIXTURE FILING
ANNE ARUNDEL COUNTY, MD 4014821-004

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 549 [illegible]

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

If transaction or transactions wholly or partially subject to 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. 279456

1. ~~BORROWER~~ LESSEE

Name Handex Environmental Recovery, Inc.

Address 703 Ginesi Drive, Morganville, NJ 07751

2. ~~SECURED PARTY~~ LESSOR

Name General Electric Capital Corporation

Address 600 W. Germantown Pike, Plymouth Meeting, PA 19462

RECORD FEE 11.00
POSTAGE .50
#033260 CTTT R03 T10:33
12/20/89
H. ERLE SCHAFER
AA 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)

This is to record a true lease covering all office furniture, equipment and fixtures delivered by A. Pomerantz and Company during the period commencing June 1989 and ending December 1989 plus all future and present attachments, accessories and equipment thereof and replacements thereof. This financing statement is being filed solely as a precaution if, contrary to the intention of the parties described above as Lessee and Lessor, the transaction relating to the property described herein is deemed to be other than a lease within the meanings of 1-203 (37) of the Uniform Commercial Code.
Equipment Location: 306 Morgan Road, Odenton, MD 21113
Recordation Tax of $212.85 to be paid on balance of $64,345.73 to Maryland State.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Handex Environmental Recovery, Inc.

Carole Lee Lust Chairman
(Signature of ~~DEBTOR~~ LESSEE)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Capital Corporation
(Signature of ~~SECURED PARTY~~ LESSOR)

Type or Print Above Signature on Above Line

11.50

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code | Maturity date (if any):

FOR OFFICE USE ONLY

Debtor(s) Name (Last Name, First) Complete Address

Holmatro, Inc.
7466 New Ridge Rd.,
Hanover, MD 21076

Liber 549 Folio 401

Secured Party(ies) and Complete Address

Maruka Machinery Corp. of
America
16 Chapin Rd.,
Pine Brook, NJ 07058

Assignee(s) of Secured Party and Complete Address

Maturity date (if any):

FOR OFFICE USE ONLY

279457

RECORD FEE 11.00
POSTAGE .50
#538220 CTTT R03 T10:26
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

One new unit Mori Seiki CNC Lathe, Model ZL-25B/1000, Serial # 209 , with Fanuc 15TTF Control and all Standard Accessories.

(MOR-1565)

NOT SUBJECT TO RECORDATION TAX BECAUSE THE EQUIPMENT IS BEING PURCHASED FROM THE SECURED PARTY.

When collateral is crops or fixtures complete this portion of form.
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

a. ( ) Proceeds of Collateral are also covered. b. ( ) Products of Collateral are also covered. | No. of additional sheets presented. ( )

( ) Filed with Register of Deeds and Mortgages of County. ( ) Secretary of State

( ) Filed with the County Clerk of County.

Signature(s) of Debtor(s)

HOLMATRO, INC., J.K. Smeehuysen, Pres.

J K Smeehuysen President

Signature(s) of Secured Party(ies) or Assignee(s)

MARUKA MACHINERY CORP. OF AMERICA
Masaki Sasaki, General Manager

FILING OFFICER COPY — This form of statement is approved by the Secretary of State of New Jersey.

STANDARD FORM – UNIFORM COMMERCIAL CODE – FORM UCC-1. (Rev. 9/81)

11.50

279458

BOOK 549 PAGE 402

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)

Melville F. Spindle, Jr.
210 Maple Road
Riva, MD 21140

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

Business Leasing Assoc., Inc.
1522 King Street
Alexandria, VA 22314

3. Maturity date (if any):

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

RECORD FEE 11.00
POSTAGE .50
#538150 C777 R03 T10:23

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

1 Model 71001 Bell Fax Line System
SN# 1H400924

Not subject to recordation tax as it is filed to publicise of lease of goods.

5. Assignee(s) of Secured Party and Address(es) 12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

89 1013

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:

Melville F. Spindle, Jr.
By: _____
Mellville F. Spindle, Jr.
Signature(s) of Debtor(s)

Business Leasing Associates, Inc.
By: _____
Charles A. White, Jr. VP, Adm.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 549 PAGE 402

STATE OF MARYLAND

~~BOOK~~ 549 ~~PAGE~~ 403

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

THIS STATEMENT **REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 270235 Anne Arundel

RECORDED IN LIBER _____ **FOLIO** _____ **ON** 10/19/87 with ~~Howard~~ County (DATE)

Book 519 Page 97

1. **DEBTOR**

Name Dan DePasquale d/b/a DePasquale & Sons Paving

Address 4616 Mountain Road, Pasadena, MD 21122

2. **SECURED PARTY**

Name Dresser Credit Corporation

Address 3201 North Wolf Road
Franklin Park, IL 60131

DJ

RECORD FEE 10.00
POSTAGE .50
#533120 C777 R03 T10:14
12/20/89
H. ERLE SCHAFER
AA CO., CIRCUIT COURT

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

3. **Maturity date of obligation (if any)** _____

CHECK ☒ FORM OF STATEMENT

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

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

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

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

Termination

Dated 11/29/89

Dresser Credit Corporation
(Signature of Secured Party)
W. D. Truland
Type or Print Above Name on Above Line

1650

BOOK 549 PAGE 404

279459

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)

SOUTHERN MARYLAND CABLE
5928 Solomons Island Road
Tracys Landing, MD 20779

2 Secured Party(ies) and Address(es)

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

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

RECORD FEE 11.00
POSTAGE CK .50
#538110 C777 R03 T10:13
12/20/89
ERLE SCHAFER
CO. CIRCUIT COURT

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

All Motorola Communications Equipment and Inventory owned or heafter acquired by debtor.

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

Associates Capital Services
7240 Parkway Dr., 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:

SOUTHERN MARYLAND CABLE

By: F. RAY REEMS, PRESIDENT
Signature(s) of Debtor(s)

MOTOROLA C & E, INC.

By: LISE MANGERIE - CONTRACT ADMINISTRATOR
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

G03469 Rev 12-80

11:50

ANNE ARUNDEL COUNTY, MD

STATE OF MARYLAND

4014821-004

FINANCING STATEMENT FORM UCC-1 549 PAGE 405 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.

279460

1. ~~DEBTOR~~XXX LESSEE

Name Handex Environmental Recovery, Inc.

Address 703 Ginesi Drive, Morganville, NJ 07751

2. ~~SECURED PARTY~~XXXXXXXXXXXXXX LESSOR

Name General Electric Capital Corporation

Address 600 W. Germantown Pike, Plymouth Meeting, PA 19462

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

3. Maturity date of obligation (if any) _____

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

This is to record a true lease covering all office furniture, equipment and fixtures delivered by A. Pomerantz and Company during the period commencing June 1989 and ending December 1999 plus all future and present attachments, accessories and equipment thereof and replacements thereof. This financing statement is being filed solely as a precaution if, contrary to the intention of the parties described above as Lessee and Lessor, the transaction relating to the property described herein is deemed to be other than a lease within the meanings of 1-203 (37) of the Uniform Commercial Code.
Equipment Location: 306 Morgan Road, Odenton, MD 21113
Recordation Tax of $212.85 to be paid on balance of $64,345.73 to Maryland State.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#538060 CTTT R03 T10:10
12/20/89
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)

Handex Environmental Recovery, Inc.

(Signature of ~~Debtor~~XXXXXX LESSEE)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Capital Corporation

(Signature of ~~Secured Party~~)XXXXXXXXXXXX LESSOR

Type or Print Above Signature on Above Line

11-50

A.A. 11641
Rec Tax 87.50
Recording Fee 12.00
Total 99.50

LIBER 549 PAGE 406 279461

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. $ 12,463.77

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

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

1. **DEBTOR**

Name Charles E. Hamel, Jr. dba Lady Gardenia Flowers & Gifts

Address 337 Hospital Drive, Condo M, Glen Burnie, MD 21061

2. **SECURED PARTY**

Name AEL Leasing Co., Inc.

Address P.O. Box 13428, Reading, PA 19612-3428

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

3. **Maturity date of obligation (if any)**_____

4. **This financing statement covers the following types (or items) of property: (list)** A18546

1 - 9' Geometric Cooler
1 - 8x12 Expandable Walk In Cooler

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

RECORD FEE 12.00
RECORD TAX 87.50
#530050 CTT7 R03 T10:10
12/20/89
CK 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)**

Charles E. Hamel, Jr. dba Lady Gardenia Flowers & Gifts

Charles E Hamel Jr
(Signature of Debtor)

Charles E. Hamel, Jr., Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

Sandra Bradley OS
(Signature of Secured Party)

Sandra Bradley OS
Type or Print Above Signature on Above Line

12.
87.50

UCC-1 MARYLAND

279462

BOOK 549 PAGE 407

This Financing Statement is filed with Office of the Secretary of the State, Uniform Commercial Code Div., 30 Trinity St., Hartford, Conn. 06106

NAME AND ADDRESS OF DEBTOR (Or Assignor)	NAME AND ADDRESS OF SECURED PARTY (Or Assignee)	FOR FILING OFFICER (Date, Time, Number)
David Eby Jeri Eby 1501 Lowell Ct. Crofton, MD 21114	Seabrook Associates Limited Partnership c/o CDC Equity Corporation 17 Talcott Notch Road Farmington, CT 06032	RECORD FEE CK 12.00 #538040 C777 R03 T10:09 12/20/89

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

All of the Debtor's Limited Partnership interests in the Secured Party and any successor, and all proceeds or any distributions thereof.

NO RECORDATION TAX APPLIES

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

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate above or on a separate sheet).
3. (If applicable) the above goods are to become fixtures on (describe real estate above or on a separate sheet) and filing statement is to be filed for record in the real estate records.
4. ☐ (If debtor does not have an interest of record) the name of the owner is _____
(If products of collateral are claimed) products of collateral are also covered

_____ Number of additional sheets presented. ☐ Debtor is a transmitting utility as defined in 42a-9-402 Conn. General Statutes

WHICHEVER IS APPLICABLE	CDC Equity Corp., General Partner, Per Power of Attorney By: _____ Signature of Debtor (Or Assignor)	CDC Equity Corp., General Partner By: _____ Signature of Secured Party (Or Assignee)

(1) Filing Officer Copy - Alphabetical
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

12.00

279463

liber 549 page 415

This Financing Statement is filed with Office of the Secretary of the State, Uniform Commercial Code Div., 30 Trinity St., Hartford, Conn. 06106

NAME AND ADDRESS OF DEBTOR (Or Assignor)	NAME AND ADDRESS OF SECURED PARTY (Or Assignee)	FOR FILING OFFICER (Date, Time, Number)
Mr. B. Franklin Bausum 801 Miner Road Crownsville, MD 20132	Seabrook Associates Limited Partnership c/o CDC Equity Corporation 17 Talcott Notch Road Farmington, CT 06032	

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

All of the Debtor's Limited Partnership interests in the Secured Party and any successor, and all proceeds or any distributions thereof.

NO RECORDATION TAX APPLIES

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

RECORD FEE 11.00
POSTAGE .50
#538030 C777 R03 T10:08
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. (If collaterol is crops) the above described crops are growing or are to be grown on (describe real estate above or on a separate sheet)
3. (If applicable) the above goods are to become fixtures on (describe real estate above or on a separate sheet) and filing statement is to be filed for record in the real estate records.
4. ☐ (If debtor does not have an interest of record) the name of the owner is _____
(If products of collaterol are claimed) products of collaterol are also covered

_____ Number of additional sheets presented. ☐ Debtor is a transmitting utility as defined in 42a-9-402 Conn. General Statutes

WHICHEVER IS APPLICABLE		
	CDC Equity Corp., General Partner, Per Power of Attorney By: _____ Signature of Debtor (Or Assignor)	CDC Equity Corp., General Partner By: _____ Signature of Secured Party (Or Assignee)

(1) Filing Officer Copy - Alphabetical
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

11.50

549 [illegible] 279464

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

3. Maturity date (if any):

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

Paul Morgan dba
Paul Morgan Company
863 Holly Avenue
Edgewater, MD 21037

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

Cap-Co Leasing Co.
1430 N. Meacham Road
Schaumburg, IL 60173

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

RECORD FEE 12.00
#538000 C777 R03 T10:06
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

1 - CCP Valve Seat Reconditioning System
1 - CCP Valve Guide System
1 - Valve Refacer
1 - Used Bench Model McLoggin Pressure Tester

Not subject to recordation tax/this is a conditional sales contract

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

Capitol Leasing Company
1430 N. Meacham Rd.
Schaumburg, IL 60173

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] 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 [X] if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Paul Morgan dba
Paul Morgan Company

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

Cap-Co Leasing Company

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

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY - ALPHABETICAL

LIBER 549 PAGE 410

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

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

This Statement refers to original Financing Statement, Identifying File No. 276831 recorded in Liber 539, Folio 437 on 4/6/89 (Date) at AA County - Maryland (Location)

1. DEBTOR(S):

Name(s) Passport Yachts East, Inc.

Address(es) 326 1st Street, Annapolis, MD 21403

2. SECURED PARTY:

Name Maryland National Bank

Address 7178 Columbia Gateway Drive
Columbia, MD 21045
Attn: A. Singh M/S 090159

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

A. Singh M/S 090159 MNC Retail Services Corp 7178 Columbia Gateway Dr.
Columbia, MD 21045

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

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

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

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

6. ☐ AMENDMENT. The original Financing Statement 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. Assigned effective January 1, 1990 to MNC Retail Services Corp
7178 Columbia Gateway DRive
Columbia, MD 21046

9. SIGNATURES.

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.

SECURED PARTY

Maryland National Bank

By R.B. Megee

R.B. Megee - Vice President
(Type, Name and Title)

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liber 549 page 411

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. 270280 recorded in Liber 519, Folio 152 on 10/21/87 (Date) at Anne Arundel County, Maryland (Location).

1. DEBTOR(S): Safford Marine, Inc. t/a Safford Yacht Sales
ADDRESS(ES): 410 Severn Av, Boat House A
Annapolis, Maryland 21403

2. SECURED PARTY: Maryland National Bank ATTENTION: _____
ADDRESS: 225 Calvert Street, Baltimore, Maryland 21202

2a. Person and address to whom Statement is to be mailed:
Maryland National Bank, Attention: Anjana Singh, Mailstop: 090159,
7178 Columbia Gateway Drive
Columbia, Maryland 21046

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. Assigned effective January 1, 1990:

MNC Retail Services Corp
7178 Columbia Gateway Drive
Columbia, Maryland 21046
M/S 090159

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Maryland National Bank

BY: [signature] (SEAL)

R.B. Megee, Vice President
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

207-126-2 ED. 5/88

DJ

RECORD FEE 10.00
POSTAGE .50

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

BOOK 549 PAGE 412

☐ (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. 252242 recorded in Liber 473, Folio 575 on 6/7/84 (Date) at AA Co - MD (Location).

1. DEBTOR(S): Griffin Ventures, Inc.
ADDRESS(ES): P.O. Box 3234
Annapolis, MD 21403

2. SECURED PARTY: Maryland National Bank ATTENTION: _____
ADDRESS: 1713 West Street, Annapolis, MD 21401

2a. Person and address to whom Statement is to be mailed: MNC Retail Services Corp
Maryland National Bank, Attention: P.O. Box 17068 Baltimore, MD 21203 A. Singh, Mailstop: 090159

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. Effective January 1, 1990:
Assigned to: MNC Retail Services Corp
7178 Columbia Gateway Drive
Columbia, MD 21046
M/S 090159

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Maryland National Bank

BY: Arjan Singh (SEAL)

A. Singh, Retail Finance Corp
(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 2a above.

207-126-2 ED. 5/88

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

☐ (check if applicable) To Be Recorded in the Land Records at 549 413

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. 256876 recorded in Liber 470, Folio 457 on 2/10/84 (Date) at AA Co. - MD 256876 (Location).

1. DEBTOR(S): Andrew Gemeny and Son Marine Corporation

ADDRESS(ES): 5809 Annapolis Road, Hyattsville, MD 20784

2. SECURED PARTY: Maryland National Bank ATTENTION:

ADDRESS: 8240 Professional Place Suite #215, Landover, MD 20785

2a. Person and address to whom Statement is to be mailed: Maryland National Bank
P.O. Box 17068, Baltimore, MD 21046
Maryland National Bank, Attention: A. Singh, Mailstop: 090159

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. Assigned to: MNC Retail Service Corp
7178 Columbia Gateway Drive
Columbia, MD 21046
M/S 090159
Effective January 1, 1990

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Maryland National Bank

BY: Anjana Singh (SEAL)

A. Singh, Retail Finance Officer
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

207-126-2 ED. 5/88

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BOOK 549 PAGE 414

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. 246645 recorded in Liber 460, Folio 105 on 3/24/83 (Date) at AA Co - MD (Location).

1. DEBTOR(S): Annapolis Yacht Sales, Inc.
ADDRESS(ES): 319 Sixth Street
Annapolis, MD 21403

2. SECURED PARTY: Maryland National Bank ATTENTION: _____
ADDRESS: 1713 West Street, Annapolis, MD 21401

2a. Person and address to whom Statement is to be mailed: Maryland National Bank
P.O. Box 17068, Baltimore, MD 21203
Maryland National Bank, Attention: A. Singh, Mailstop: 090159

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. Effective January 1, 1990:
Assigned to: MNC Retail Services Corp
7178 Columbia Gateway Drive
Columbia, MD 21046
M/S 090159

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Maryland National Bank

BY: Anjana Singh (SEAL)

A. Singh, Retail Finance Officer
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

207-126-2 ED. 5/88

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

☐ (check if applicable) To Be Recorded in the Land Records at FOLIO 549 LIBER 415

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. 228273 recorded in Liber 415, Folio 13 on 9/24/79 (Date) at AA Co - MD (Location).

1. DEBTOR(S): Annapolis Sailyard, Ltd.
ADDRESS(ES): 326 First Street
Annapolis, MD 21401

2. SECURED PARTY: Maryland National Bank ATTENTION:
ADDRESS: 1713 West Street, Annapolis, MD 21401

2a. Person and address to whom Statement is to be mailed: MNC Retail Services Corp
P.O. Box 17068 Baltimore, MD 21203
Maryland National Bank, Attention: A. Singh, Mailstop: 090159,

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. Effective January 1, 1990:
Assigned to: MNC Retail Services Corp
7178 Columbia Gateway Drive
Columbia, MD 21046
M/S 090159

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Maryland National Bank

BY: A. Singh (SEAL)

A. Singh, Retail Finance Officer
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

207-126-2 ED. 5/88

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

☐ (check if applicable) To Be Recorded in the Land Records at 549 416

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. 230205 recorded in Liber 420, Folio 173 on 12/19/79 (Date) at Anne Arundel County, Maryland (Location).

1. DEBTOR(S): Sail America, Inc.

ADDRESS(ES): Route 50 & Ridgely Ave, Annapolis, Maryland 21401

2. SECURED PARTY: Maryland National Bank ATTENTION:

ADDRESS: 6240 Professional Place, Suite 215, Landover, Maryland 20785

2a. Person and address to whom Statement is to be mailed:

Maryland National Bank, Attention: Anjana Singh, Mailstop: 090159,
7178 Columbia Gateway Drive
Columbia, Maryland 21046

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. Assigned effective January 1, 1990:

MNC Retail Services Corp
7178 Columbia Gateway Drive
Columbia, Maryland 21046
M/S 090159

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Maryland National Bank

BY: R.B. Megee (SEAL)

R.B. Megee, Vice President
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

207-126-2 ED. 5/88

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549 417

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. 250668 recorded in Liber 470, Folio 43 on 1/27/84 (Date) at Anne Arundel County - Maryland (Location).

1. DEBTOR(S): Gates Marina, Inc.
ADDRESS(ES): Route 256 & Rockhold CreeK
Deale, Maryland 20751

2. SECURED PARTY: Maryland National Bank ATTENTION: _____
ADDRESS: 1713 West Street, Annapolis, Maryland 21401
ATTN: Stephen Nolan

2a. Person and address to whom Statement is to be mailed:
Maryland National Bank, Attention: A. Singh, Mailstop: 090159,
7178 Columbia Gateway Drive
Columbia, Maryland 21046

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. Assigned effective January 1, 1990:

MNC Retail Services Corp
7178 Columbia Gateway Drive
Columbia, Maryland 21046
M/S 090159

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Maryland National Bank

BY: A. Singh (SEAL)

A. Singh, Retail Finance Officer
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

207-126-2 ED. 5/88

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JB

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

BOOK 549 PAGE 418

☐ (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. 248660 recorded in Liber 465, Folio 46 on 8/17/83 (Date) at Anne Arundel County, Maryland (Location).

1. DEBTOR(S): South River Yacht Sales, Incorporated
ADDRESS(ES): 2820 Solomons Island Road - Oak Grove Marina
Edgewater, Maryland 21037

2. SECURED PARTY: Maryland National Bank ATTENTION: _____
ADDRESS: 1713 West Street, Annapolis, Maryland 21401

2a. Person and address to whom Statement is to be mailed:

Maryland National Bank, Attention: A. Singh, Mailstop: 090159,
7178 Columbia Gateway Drive
Columbia, Maryland 21401

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

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

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. Assigned effective January 1, 1990:

MNC Retail Services Corp
7178 Columbia Gateway Drive
Columbia, Maryland 21046
M/S 090159

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Maryland National Bank

BY: _____ (SEAL)

R.B. Megee, Vice President
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

207-126-2 ED. 5/88

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LIBER 549 PAGE 419

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. 276330 recorded in Liber 537, Folio 594 on 2/9/89 (Date) at Anne Arundel County, Maryland (Location).

1. DEBTOR(S): Hi-Star Marine N.E., Inc.
ADDRESS(ES): Yacht Haven / 326 First Street, Suite 32
Annapolis, Maryland 21403

2. SECURED PARTY: Maryland National Bank ATTENTION: A. Singh - M/S 090159
ADDRESS: 7178 Columbia Gateway Drive
Columbia, Maryland 21045

2a. Person and address to whom Statement is to be mailed:
MNC Retail Service Corp
Maryland National Bank, Attention: Anjana Singh, Mailstop: 090159,
7178 Columbia Gateway Drive
Columbia, Maryland 21046

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. Assigned to: Effective January 1, 1990

MNC Retail Services Corp
7178 Columbia Gateway Drive
Columbia, Maryland 21046
M/S 090159

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Maryland National Bank

BY: Anjana Singh (SEAL)

A. Singh, Retail Finance Officer
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

207-126-2 ED. 5/88

10

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

liber 549 folio 420

☐ (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. 276331 recorded in Liber 537, Folio 595 on 2/9/89 (Date) at Anne Arundel Co., Maryland (Location).

1. DEBTOR(S): Hi-Star Marine N.E., Inc. / Yacht Haven
ADDRESS(ES): 326 First Street, Suite 32
Annapolis, Maryland 21403

2. SECURED PARTY: Maryland National Bank ATTENTION: A. Singh - M/S 090159
ADDRESS: 7178 Columbia Gateway Drive
Columbia, Maryland 21045

2a. Person and address to whom Statement is to be mailed:
MNC Retail Service Corp
Maryland National Bank, Attention: Anjana Singh, Mailstop: 090159,
P.O. Box 17068
Baltimore, Maryland 21203

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. Assigned to: Effective January 1, 1990

MNC Retail Service Corp
7178 Columbia Gateway Drive
Columbia, Maryland 21046
M/S 090159

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Maryland National Bank

BY: Anjana Singh (SEAL)

A. Singh, Retail Finance Officer
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

207-126-2 ED. 5/88

10.00
.50
12/20/89

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

☐ (check if applicable) To Be Recorded in the Land Records at BOOK 549 PAGE 121

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. 273909 recorded in Liber 530, Folio 73 on 7/25/88 (Date) at Anne Arundel County, Maryland (Location).

1. DEBTOR(S): Farr International, Inc.

ADDRESS(ES): 326 First Street, Suite 24
Annapolis, Maryland 21403

2. SECURED PARTY: Maryland National Bank ATTENTION: _____

ADDRESS: 7178 Columbia Gateway Drive, Columbia, Maryland 21403, M/S 090159, A. Singh

2a. Person and address to whom Statement is to be mailed:
MNC Retail Service Corp
Maryland National Bank, Attention: Anjana Singh, Mailstop: 090159,
7178 Columbia Gateway Drive
Columbia, Maryland 21046

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. Assigned effective January 1, 1990:

MNC Retail Service Corp
7178 Columbia Gateway Drive
Columbia, Maryland 21046
M/S 090159

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Maryland National Bank

BY: Anjana Singh (SEAL)

A. Singh, Retail Finance Officer
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

207-126-2 ED. 5/88

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DJ

549 PAGE 422

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. 279410 recorded in Liber C345, Folio R01 on 6/3/88 (Date) at AA Co - MD 273119 (Location) 527 457.

1. DEBTOR(S): Autorama Sales, Inc. dba Feltman Power Boats
ADDRESS(ES): 2820 Solomons Island Road
Edgewater, MD 21037

2. SECURED PARTY: Maryland National Bank ATTENTION: _____
ADDRESS: 7178 Columbia Gateway Drive, Columbia, MD 21045

2a. Person and address to whom Statement is to be mailed: MNC Retail Services Corp
P.O. Box 17068, Baltimore, MD 21203
Maryland National Bank, Attention: A. Singh, Mailstop: 090159

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. Effective January 1, 1990:
Assigned to: MNC Retail Services Corp
7178 Columbia Gateway Drive
Columbia, MD 21046
M/S 090159

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Maryland National Bank

BY: Anjan Singh (SEAL)

A. Singh, Retail Finance Officer
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

207-126-2 ED. 5/88

BOOK 549 PAGE 423

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. 56938 recorded in Liber C777, Folio R01 on 3/10/87 (Date) at AA Co. MD 266499 509 366 (Location).

1. DEBTOR(S): Berman Yacht Sales, Inc.

ADDRESS(ES): 770 Water Oak Point Road
Pasadena, MD 21122

2. SECURED PARTY: Maryland National Bank ATTENTION: _____

ADDRESS: 225 N. Calvert Street, Baltimore, MD 21202

2a. Person and address to whom Statement is to be mailed: MNC Retail Services Corp
P.O. Box 17068 Baltimore, MD 21203
Maryland National Bank, Attention: A. Singh, Mailstop: 090159,

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. Assigned to: MNC Retail Services Corp
7178 Columbia Gateway Drive
Columbia, MD 21046
M/S 090159
Effective January 1, 1990

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Maryland National Bank

BY: Ajan Singh (SEAL)

A. Singh, Retail Finance Officer
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

207-126-2 ED. 5/88

LIBER 549 PAGE 421

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. 192630 recorded in Liber C345, Folio R02
on 6/3/88 (Date) at AA Co - MD 273120 (Location) 527 458.

1. DEBTOR(S): Autorama Sales, Inc. dba Feltman Powerboats
ADDRESS(ES): 2820 Solomons Island Road
Edgewater, MD 21037

2. SECURED PARTY: Maryland National Bank ATTENTION: _____
ADDRESS: 7178 Columbia Gateway Drive, Columbia, MD 21045

2a. Person and address to whom Statement is to be mailed: MNC Retail Services Corp
P.O. Box 17068 Baltimore, MD 21203
Maryland National Bank, Attention: A. Singh, Mailstop: 090159.

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. Effective January 1, 1990:
Assigned to: MNC Retail Services Corp
7178 Columbia Gateway Drive
Columbia, MD 21046
M/S 090159

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Maryland National Bank

BY: Ajay Singh (SEAL)

A. Singh, Retail Finance Officer
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

207-126-2 ED. 5/88

DJ

Not Used

Book 549 Page 425

12-20-89

BOOK 549 PAGE 426 279465

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. $ 28,000.00

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

This financing statement Dated 11/22/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Buddy Cox, Inc.

Address 2209 Cox Road Gambrills, Md 21054

2. SECURED PARTY

Name United Bank & Trust Company of Maryland

Address 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 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 John Deere 544-A rubber tire Front End Loader Serial #1888441 Motor # 231809T

1 John Deere 450-C Track Loader Serial # 218947T Motor #TD4219D127481

RECORD FEE 11.00
RECORD TAX 196.00
POSTAGE .50
#539520 CRT R03 T15:18
12/20/89
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)

Buddy Cox, Inc.

X [signature]
(Signature of Debtor)

Bernard Cox, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

United Bank & Trust Company of Maryland

[signature]
(Signature of Secured Party)

Maureen Cowger
Type or Print Above Name on Above Line

11 5
19.00
.50

STATE OF MARYLAND

liber 549 page 427

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252551

RECORDED IN LIBER 474 FOLIO 418 ON July 16, 1984 (DATE)

1. DEBTOR

Name Ted Sophocleus, Ind. & (t/a) Ted's Pharmacy

Address 400 South Hammonds Ferry Road, Linthicum, MD 21090

DJ

2. SECURED PARTY

RECORD FEE 10.00

Name McKesson Corporation

Address 6801 Quad Avenue, Baltimore, MD 21237

Jerald B. Lurie, Esq.

600 Mercantile Bank & Trust Building, 2 Hopkins Plaza, Baltimore, MD 21201

POSTAGE .50

#COURT CITY REG 115:17

12/20/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

Dated 12-15-89

(Signature of Secured Party)

Credit Mgr

Type or Print Above Name on Above Line

10.50

279188 STATE OF MARYLAND 549 425

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 CLIFFORD G. MILLER } 7689 QUARTERFIELD RD.
Address GERALDINE S. MILLER } GLEN BURNIE MD 21061

2. SECURED PARTY

Name FRANK J. SANSONE JR
KATHLEEN ANN SANSONE
Address 5 QUARTS GARTH
BALTO. 21220

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

3. Maturity date of obligation (if any) 1/1/1995

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

EQUIPMENT AND SERVICING APPARATUS ON FILLING STATION PREMISES.

RECORD FEE 12.00
POSTAGE .50
#539480 CTTT R03 T15:16
12/20/89
CK
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)

Geraldine S. Miller
(Signature of Debtor)
7689 Quarterfield Rd. Glen Burnie
Type or Print Above Name on Above Line

Clifford G. Miller
(Signature of Debtor)
7689 Quarterfield Rd Glen Burnie
Type or Print Above Signature on Above Line

(Signature of Secured Party)
FRANK J. SANSONE, SR.
Type or Print Above Signature on Above Line

12.50

279489

MDR 549 PG 429

4. ☐ Filed for record in the real estate records

5. ☐ Debtor is a Transmitting Utility

6. No. of Additional Sheets Presented

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

British Brewing Co.
6759 Baymeadows Dr.
Glen Burnie, MD 21061

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

American Carbonation
Corporation
23 Olympic Village Dr.
Methuen, MA 01844

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

RECORD FEE CK 11.00
POSTAGE .50
#539440 CTTT R03 T15:13
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

One (1) four (4) ton CO_2 Receiver
Serial No. NB 31940

☐ Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)

British Brewing Co.

By: _____
Signature(s) of Debtor (Or Assignor)

American Carbonation Corp.

By: _____
Signature(s) of Secured Party (Or Assignee)

Filing Officer Copy — Alphabetical

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1 Rev. Jan. 1980 *Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101*

FOR 549 PAGE 430

NOT TO BE RECORDED IN LAND RECORDS 279190 NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

1. LESSEE(S) Scriba Welding
Name or Names - Print or Type
256 Severn Road | Millersville, | Maryland | 21108
Address - Street No. | City - County | State | Zip

2. LESSOR L-J Leasing Company
~~600 Reisterstown Road~~
23-25 Walker Avenue | Baltimore | Maryland | 21208

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

1-Sharp FO-220 Fax Machine Ser#98122971

RECORD FEE 11.00
POSTAGE .51
#539420 CTT7 R03 T15:08
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

VOID

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.

RECORD FEE 11.00
POSTAGE .50
#539430 CTT7 R03 T15:08
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

LESSEE(S) : Scriba Welding

By: Fred W Scriba Jr.
Signature of Lessee
Fred Scriba, Jr.
Type or Print

Signature of Lessee

Type or Print

LESSOR : L-J Leasing Company

By: Louise E Neutze
Signature of Lessor
Louise E. Neutze, Mgr.

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

L-J Leasing Company
2325 Walker Avenue, Suite 203, P.O Box 21472
Baltimore, Maryland 21208-0472

11:50

CROSS INDEXED IN LAND RECORDS

BOOK 549 PAGE 431

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 489 Page No. 148

Identification No. 258240 Dated August 30, 1985

1. Debtor(s) { Warren Hall and Dorothy Hall
Name or Names—Print or Type
8427 Brock Bridge Road Laurel, MD 20707
Address—Street No., City - County State Zip Code

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

MAIL TO:

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 13.00
POSTAGE .50
#0539410 CTTT R03 T15:06
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

Dated: December 11, 1989

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J. D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

B.V.

STATE OF MARYLAND, L. 549 F. 432

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279491

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

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

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

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

1. DEBTOR

Name JOHN EDWIN STROMAN & BETTY JOANN STROMAN

Address 183 WAYSON COURT LOTHIAN, MD. 20711

2. SECURED PARTY

Name ACCENT HOMES, INC.

Address 7401 MOORE RD.

BRANDYWIND, MD. 20613

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

RECORD FEE 12.00
#033330 CIT7 R03 T15:00
CK 12/20/89

3. Maturity date of obligation (if any) _____

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

1990 28X72 MOBILE HOME
STANDARD HOLIDAY
SERIAL # 18566AB

Name and address of Assignee H. ERLE SCHAFER
1ST MANUFACTURED HOUSING CREDIT CORP.
PO BOX 190 GLEN BURNIE, MD. 21061
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)

X John E. Stroman
(Signature of Debtor)

JOHN E. STROMAN
Type or Print Above Name on Above Line

X Betty JoAnn Stroman
(Signature of Debtor)

BETTY J. STROMAN
Type or Print Above Signature on Above Line

Glinda S. Conner
(Signature of Secured Party)

Glinda Conner
First Manufactured Housing Credit Corp.
Type or Print Above Signature on Above Line

MDV 549 PAGE 433

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279492

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

If transaction or transactions wholly or partially subject to 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 6747

Name General Elevator Company, Incorporated

Address 601 Nursery Rd., Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

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

RECORD FEE 11.00
POSTAGE .50
#539210 CTT7 R03 T14:46
12/20/89
BK: H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

See Exhibit "A" 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)

MIS Director
(Signature of Debtor)

MIS Director David A. Quaranta
Type or Print Above Signature on Above Line

Thomas E. Myers Treasurer
(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers
Type or Print Above Name on Above Line

11/6

549 434

EXHIBIT A

DESCRIPTION OF EQUIPMENT

One (1) SPECTRA B5 BASE STATION D27KGA5JB5K with SCAN-BASE OPTION - W665
One (1) 10dB YAGI ANTENNA WITH LINE
Ten(10) MTX 900 B3 PORTABLE H25HFA51B3N
Ten(10) LEATHER CARRYING CASES H314
One (1) MTX 900 B4 PORTABLE H25HFA51B4N
Eleven (11) RAPID CHARGERS - NTN 4633

General Elevator Company, Incorporated
Type Full Legal Company Name

Signature — David A. Quaranta — Print Name

MIS Director
Title

November 15, 1989
Date

Signature — Print Name

Title

November 15, 1989
Date

549 435

279493

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 6746

Name General Elevator Company, Incorporated

Address 601 Nursery Rd., Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

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

RECORD FEE 11.00

CK

POSTAGE .50

#539200 CTT7 R03 T14:45
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)_____

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

See Exhibit "A" 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)

Dale A. Ceta MIS Director
(Signature of Debtor)

David A. Oranta MIS Director
Type or Print Above Signature on Above Line

Thomas E. Myers Treasurer
(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers
Type or Print Above Name on Above Line

112

EXHIBIT A

DESCRIPTION OF EQUIPMENT

One (1) TDF6321 OMNI DIRECTIONAL ANTENNA
One (1) TDN7763-50 50' 1/2" LINE
One (1) D35MWA5GB7-K MAXTRAC, S/N(s): 438FPW3208
One (1) B308 OPTIONS CONNECTOR
One (1) B665 CONTROL OPERATION
One (1) B827AB OMIT CONV OPERATION
Five (5) H25JBF5181AN MTX 810
Five (5) H312BS LEATHER CASE AND T STRAP, S/N(s): 652APW3198 THRU 652APW3202
Five (5) NTN4633B RAPID SIGN CHGR

General Elevator Company, Incorporated
Type Full Legal Company Name

Signature

David A. Quarrata
Print Name

MIS Director
Title

December 5, 1989
Date

Signature

Print Name

Title

December 5, 1989
Date

549 437

279494

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor	**Mailing Address**
Fred Lee George, Jr.	5601 VanDusen Road Laurel, Maryland 20707

SECURED PARTY

John Hanson Savings Bank FSB	809 Gleneagles Court, Suite 201 Towson, Maryland 21204

1. This Financing Statement covers the following types (or items) of property (the collateral).
   NEW 1990, Imperial Homes, Regal Print 2401, Mobile Home, 60 X 24, Serial # IH903309AB

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 11.00
POSTAGE GK .50
#539610 C777 R03 T15:33
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor
Fred Lee George Jr

Secured Party
JOHN HANSON SAVINGS BANK FSB

By Kathryn Ruley

NOTE: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to John Hanson Savings Bank FSB.

/

11 8

279195

MDX 549 PG 435

☐ TO BE
☐ NOT TO BE
RECORDED IN LAND RECORDS

☐ SUBJECT TO
☒ NOT SUBJECT TO
RECORDING TAX ON PRINCIPAL AMOUNT OF $ ____

FINANCING STATEMENT

1. Debtor(s):

ANNAPOLIS QUALITY PRINTING, INC.
Name or Names—Print or Type

2521 RIVA ROAD, ANNAPOLIS, MARYLAND 21401
Address—Street No., City - County, State, Zip Code

Name or Names—Print or Type

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

2. Secured Party:

J. ROWLAND AND MARY GEIS
Name or Names—Print or Type

161 McKINSEY ROAD, SEVERNA PARK, MARYLAND 21146
Address—Street No., City - County, State, Zip Code

RECORD FEE 11.00
POSTAGE .50
CK
#539620 CTTT R03 T15:37
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

FURNITURE, FIXTURES, MACHINERY, EQUIPMENT, AND OFFICE-RELATED EQUIPMENT, AS MORE FULLY DESCRIBED IN "EXHIBIT A", ATTACHED.

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

NONE

5. If collateral is crops, describe real estate.

NONE

6. Proceeds of collateral XX are [ ] are not covered.

7. Products of collateral [ ] are XX are not covered.

DEBTOR(S): ANNAPOLIS QUALITY PRINTING INC.

(Signature of Debtor) President

By: Joseph Gargagliano
Type or Print

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

SECURED PARTY:

J. Rowland Geis
(Company, if applicable)

Mary Geis
(Signature of Secured Party)

J. ROWLAND AND MARY GEIS
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 ARTHUR F. JACOB, 500 MAIN STREET, REISTERSTOWN, MD 21136

Imase Bros. Form F-1

11 50

Financing Statement
Exhibit A
Description of Property Secured

The following tangible personal property located at Units U-2 and U-5 of Riva Road Condominium #23, 2521 Riva Road, Annapolis, Maryland 21401:

All leasehold improvements currently at the above-stated address

Office furniture and equipment currently at the above-stated address as follows:

1 - Count Numbermatic 22 numbering machine
1 - GMC Electric Punch
1 - Baumfolder Ultrafold Model 714 with vacuum feed
1 - GBC Hand Punch Model 450 -KM-2, Serial 3132605
1 - Spinnet Paper Drill #15742
1 - MBM Collator Model 11-17
1 - Nagel - Foldmak -1 Bookletmaker
2 - Electric Staplers - Rapid 101 #R 41528
1 - Electric Imperial Paper Cutter # 46M454164
1 - Hand Padding press
1 - KMC Microwave Oven
1 - Coldspot Refrigerator
1 - Offset Duplicator - AB Dick QPC Chain Delivery
1 - Offset Duplicator - AB Dick Chute Delivery
1 - Itek Platemaker #1218
1 - IBM Selectric II Corrective Typewriter
1 - Paymaster Hand operated Check writing machine
1 - Kodak Model 150 F Copier # K-19-9360 - under service contract
1 - AT & T Telephone System with intercom
1 - Merlin Headliner machine with various typestyles
1 - Lrado Light Table complete with fixtures
1 - AB Dick "T" Head for QPC Duplicator
1 - Princeton HX-12E Monitor with separate keyboard
1 - FAC varsity XT disk Drive with modem - mouse, etc.
1 - Hewlett-Packard Laser Jet Printer
1 - Saroc IQ120 Monitor with keyboard
1 - North Star Horizon double Disk Drive
1 - NEC Spinwriter Printer with assorted daisy wheels

All counters, desks, furniture, chairs, shelves, bookcases, file cabinets, hand dolly, and hand cart currently at the above-stated address

MDR 549 PG 440

279496

☐ TO BE / ☐ NOT TO BE — RECORDED IN LAND RECORDS

☐ SUBJECT TO / ☒ NOT SUBJECT TO — RECORDING TAX ON PRINCIPAL AMOUNT OF $ _____

FINANCING STATEMENT

1. Debtor(s):

JOSEPH GARGAGLIANO
Name or Names—Print or Type
2521 RIVA ROAD, ANNAPOLIS, MARYLAND 21401
Address—Street No., City - County, State, Zip Code

CHERYL GARGAGLIANO
Name or Names—Print or Type
2521 RIVA ROAD, ANNAPOLIS, MARYLAND 21401
Address—Street No., City - County, State, Zip Code

2. Secured Party:

J. ROWLAND and MARY GEIS
Name or Names—Print or Type
161 McKINSEY ROAD, SEVERNA PARK, MARYLAND 21146
Address—Street No., City - County, State, Zip Code

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

FURNITURE, FIXTURES, MACHINERY, EQUIPMENT, AND OFFICE-RELATED EQUIPMENT, AS MORE FULLY DESCRIBED IN "EXHIBIT A", ATTACHED.

RECORD FEE 12.00
POSTAGE .50
#539630 CTTT R03 T15:37
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

NONE

5. If collateral is crops, describe real estate.

NONE

6. Proceeds of collateral [X] are [ ] are not covered.

7. Products of collateral [ ] are [X] are not covered.

DEBTOR(S):

_____ (Signature of Debtor)
JOSEPH GARGAGLIANO
Type or Print
_____ (Signature of Debtor)
CHERYL GARGAGLIANO
Type or Print

SECURED PARTY:

_____ (Company, if applicable)
_____ (Signature of Secured Party)
J. ROWLAND AND MARY GEIS
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 ARTHUR F. JACOB, 500 MAIN STREET, REISTERSTOWN, MD 21136

Lawyers Bros. Form F-1

12.50

Financing Statement
Exhibit A
Description of Property Secured

The following tangible personal property located at Units U-2 and U-5 of Riva Road Condominium #23, 2521 Riva Road, Annapolis, Maryland 21401:

All leasehold improvements currently at the above-stated address

Office furniture and equipment currently at the above-stated address as follows:

1 - Count Numbermatic 22 numbering machine
1 - GMC Electric Punch
1 - Baumfolder Ultrafold Model 714 with vacuum feed
1 - GBC Hand Punch Model 450 -KM-2, Serial 3132605
1 - Spinnet Paper Drill #15742
1 - MBM Collator Model 11-17
1 - Nagel - Foldmak -1 Bookletmaker
2 - Electric Staplers - Rapid 101 #R 41528
1 - Electric Imperial Paper Cutter # 46M454164
1 - Hand Padding press
1 - KMC Microwave Oven
1 - Coldspot Refrigerator
1 - Offset Duplicator - AB Dick QPC Chain Delivery
1 - Offset Duplicator - AB Dick Chute Delivery
1 - Itek Platemaker #1218
1 - IBM Selectric II Corrective Typewriter
1 - Paymaster Hand operated Check writing machine
1 - Kodak Model 150 F Copier # K-19-9360 - under service contract
1 - AT & T Telephone System with intercom
1 - Merlin Headliner machine with various typestyles
1 - Lrado Light Table complete with fixtures
1 - AB Dick "T" Head for QPC Duplicator
1 - Princeton HX-12E Monitor with separate keyboard
1 - FAC varsity XT disk Drive with modem - mouse, etc.
1 - Hewlett-Packard Laser Jet Printer
1 - Saroc IQ120 Monitor with keyboard
1 - North Star Horizon double Disk Drive
1 - NEC Spinwriter Printer with assorted daisy wheels

All counters, desks, furniture, chairs, shelves, bookcases, file cabinets, hand dolly, and hand cart currently at the above-stated address

STATE OF MARYLAND

549 442

279497

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. $ 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 Bowen Construction Co.

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

2. SECURED PARTY

Name State Equipment, Division of SECORP NATIONAL INC.

Address 1857 William Penn Way, Lancaster, PA 17605

Person And Address To Whom Statement Is To Be Returned 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,
Serial Number 100644

RECORD FEE 11.00
POSTAGE .50
#539640 CTTT R03 T15:38
CK 12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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)

[redacted] Thomas Bowen
(Signature of Debtor)
(Bowen)
Thaniel Bowen Pres.
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Roy Neal
(Signature of Secured Party)

Roy Neal, Gen. Mgr.
Type or Print Above Signature on Above Line

11.50

BOOK 549 PAGE 443

FINANCING STATEMENT

Not Subject to Recordation Tax 279498

Name of Debtor	**Mailing Address**
Wayne E. Bury Kristine A. Bury	7959 Telegraph Road #67 Severn, Maryland 21144

SECURED PARTY

John Hanson Savings Bank FSB — **809 Gleneagles Court, Suite 201, Towson, Maryland 21204**

1. **This Financing Statement covers the following types (or items) of property (the collateral).**
   USED 1985, Holly Park Homes, "Overland Park" Mobile Home
   70 X 14, Serial # 01-OP-11930

2. **Proceeds and products of the collateral are also specifically covered.**

3. **Mr. Clerk: Mail instrument to secured party named above at the address stated.**

RECORD FEE 12.00
POSTAGE .50
#539650 C777 R03 T15:39
CK 12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor
X Wayne Edward Bury
X Kristine Ann Bury

Secured Party
JOHN HANSON SAVINGS BANK FSB
By Kathryn L. Ruley

NOTE: **This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and** Chesapeake Mobile Homes of Laurel, Inc. **, which has been assigned to John Hanson Savings Bank FSB.**

279499

549 444

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)

MERIT TRANSPORTATION SPECIALISTS
920 Crigger Lane
Gambrills, MD 21054

2 Secured Party(ies) and Address(es)

MOTOROLA C & E, INC.
P.O. Box 8788
BWI Airport, MD 21240

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

RECORD FEE 11.00
POSTAGE CK .50
#539670 CTTT R03 T15:42
12/30/89

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

ALL MOTOROLA COMMUNICATIONS EQUIPMENT AND INVENTORY HEREAFTER ACQUIRED BY DEBTOR.

"NOT SUBJECT TO RECORDATION TAX"-- TO PERFECT A SECURITY INTEREST TAKEN OR RETAINED BY SELLER OF COLLATERAL TO SECURE ALL OR PART OF ITS PRICE.

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

ASSOCIATES CAPITAL SERVICES
7240 Parkway Dr., Suite 140
Hanover, MD 21076

H. ERLE SCHAFER
AA CO. 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:

Filed with:

MERIT TRANSPORTATION SPECIALISTS

By: ROBERT M. SYCAMORE - PRESIDENT
Signature(s) of Debtor(s)

MOTOROLA C & E, INC.

By: PAT SERRA - CONTRACT ADMINISTRATOR
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy — Alphabetical

1156

#07294
A.A.Co.

STATE OF MARYLAND

~~LIBER~~ 549 ~~FOLIO~~ 345

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 278367

RECORDED IN ~~**LIBER**~~ FOLIO 213 ~~**FOLIO**~~ Liber 545 **ON** 8/25/84 **(DATE)**

1. DEBTOR

Name Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc.

Address 8249 Waterford Road Pasadena, MD 21122

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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.)
Amendment

To Correct the Debtor's Name as follows:

From: Superior Steel Products, Inc. d/b/a
Superior Steel Erectors, Inc.

To: Superior Steel Erectors, Inc.

DJ

RECORD FEE 10.00
POSTAGE .50
#539680 CTT ROJ T15:42
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Superior Steel Erectors, Inc.

✓ By: Debbie Geddes

✓ Title: Vice-President

First Interstate Credit Alliance, Inc.

Dated 12/12/89

Patrick White
(Signature of Secured Party)

PATRICK WHITE; ASST. VICE PRES.
Type or Print Above Name on Above Line

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

279466

LIBER 549 PAGE 446

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)

Hegler, Franklin & Kristie
1041 Omar Drive
Crownsville, Md 21032

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

U.S. Energy Conservation Corp.
6911 Richmond Highway, # 490
Alexandria, Virginia 22306

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

RECORD FEE 12.00
#039690 C777 R03 T15:43
CK 12/20/89
H. ERLE SCHAFER
ANNE ARUNDEL CIRCUIT COURT

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

7 double hung & 1 vinyl patio door

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

Chrysler First Fin. Services
6225 Brandon Avenue #205
Springfield, Virginia 22150

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

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

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

Filed with:

/s/ Franklin C. Hegler
/s/ Kristie H. Hegler
Signature(s) of Debtor(s)

U.S. Energy Conservation Corp.
By: [signature]
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy—Alphabetical

STATE OF MARYLAND

549 447

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277317

RECORDED IN LIBER 541 **FOLIO** 269 **ON** 5/16/89 **(DATE)**
(Filed with Anne Arundel Co.)

1. DEBTOR

Name Macy's Northeast, Inc.

Address 151 West 34th St., New York, NY 10001

2. SECURED PARTY

Name Wilmington Trust Company and William J. Wade, as Trustees, Wilmington Trust Company

Address Rodney Square North, Wilmington, DE 19890

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

3. Maturity date of obligation (if any) _____

CHECK ☒ FOR APPROPRIATE FORM OF STATEMENT

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

B. Partial Release ☒
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached hereto

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

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

DJ

RECORD FEE 10.00
POSTAGE .50
#539700 C777 R03 T15:44
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

02F1668823 76

Dated _____

Wilmington Trust Company and William J. Wade,
as Trustees

(Signature of Secured Party)

Type or Print Above Name on Above Line

RETURN ACKNOWLEDGEMENT TO:
NATIONWIDE
52 JAMES ST
ALBANY, N.Y. 12207

10.50

EXHIBIT A

PARTIAL RELEASE

DEBTOR:

Macy's Northeast, Inc.
151 West 34th Street
New York, NY 10001

SECURED PARTY:

Wilmington Trust Company
and William J. Wade,
as Trustees
Wilmington Trust Company
Rodney Square North
Wilmington, DE 19890

Description of Collateral:

All of the following property, or interests in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: accounts (other than accounts owing from American Express Company) in "file 3" (as hereinafter defined) which are being sold by Debtor pursuant to a certain Amended and Restated Transfer and Administration Agreement dated as of December 14, 1989 among the Debtor, Macy Receivables Funding Corp., Macy's California, Inc. and Macy Receivable Master Servicing Corp., corporate or other business books and records relating thereto, and any and all other amounts paid or payable to Debtor with respect to any of the foregoing.

"File 3" means the Debtor's accounts receivable master files designated as "ARBPRD.BATCH.MASTER.FILE" and "ARBPRD.OL.PURGE.FILE".

*Wilmington Trust Company and William J. Wade are acting as trustees in connection with this financing statement and not in their individual capacities.

MACY'S NORTHEAST, INC.

By:_____

WILMINGTON TRUST COMPANY AND
WILLIAM J. WADE, AS TRUSTEES

By:_____

C:\60920\0110\7017\11298912.370

FOLIO 549 PAGE 449

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. 270190

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 204 (Building 8) as shown on the Plats entitled "Phase 13, Building 8, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 14 through 18, inclusive, Plats No. E-2114 through E-2118 inclusive.

RECORD FEE 10.00
POSTAGE .50
#69610 COSS ROB T16:20
12/20/89
H. EALE SCHAFER
AA CO. CIRCUIT COURT

Dated: November 21, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

Scott C. Nicholson
Vice President

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(121-89)

10.00

liber 549 page 450

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING ALSO KNOWN AND DESIGNATED as Units 301 (Building 10), as shown on the Plats entitled "Phase 11, Building 10, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-42, page 50 amd Condominium Plat Book E-43 pages 1 through 4, inclusive, Plats No. E-2100 through E-2104, inclusive.

DJ

RECORD FEE 10.00
POSTAGE .50

Dated: December 7, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson
Scott C. Nicholson
Vice President

#64620 COOS ROS 11:21
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(170-89)

10.00
.50

549 451

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201 (Building 11) as shown on the Plats entitled "Phase 10, Building 11, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 9 through 13, inclusive, Plats No. E-2109 through E-2113 inclusive.

DJ

RECORD FEE 10.00
POSTAGE .50
#549630 COSS ROZ 11:22
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: December 7 1989 FIRST AMERICAN BANK OF MARYLAND

By: _____
Scott C. Nicholson
Vice President

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(215-89)

10.00

liber 549 page 452

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 304 (Building 11) as shown on the Plats entitled "Phase 10, Building 11, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 9 through 13, inclusive, Plats No. E-2109 through E-2113 inclusive.

DJ

RECORD FEE 10.00
POSTAGE .50
#546540 COSS ROA 7:16:22
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: December 7, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson
Scott C. Nicholson
Vice President

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(172-89)

10.00
.50

LIBER 549 FOLIO 453

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 101 (Building 11) as shown on the Plats entitled "Phase 10, Building 11, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 9 through 13, inclusive, Plats No. E-2109 through E-2113 inclusive.

DJ

Dated: December 7, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson
Scott C. Nicholson
Vice President

RECORD FEE 10.00
.50
CHARGED CODE ROA 11823
12/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(234-89)

10 00
20

liber 549 page 451

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 203 (Building 8) as shown on the Plats entitled "Phase 13, Building 8, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 14 through 18, inclusive, Plats No. E-2114 through E-2118, inclusive; and,

BEING FURTHER KNOWN AND DESIGNATED as Unit 304, (Building 10) as shown on the Plats entitled "Phase 11, Building 10, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-42, page 50, inclusive, and in Condominium Plat Book E-43, pages 1 through 4, inclusive, at Plat No. E-2100 through E-2104, inclusive; and,

BEING FURTHER KNOWN AND DESIGNATED as Unit 301, (Building 11) as shown on the Plats entitled "Phase 10, Building 11, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 9 through 13, inclusive, at Plat No. E-2109 through E-2113, inclusive.

DJ

RECORD FEE 10.00
POSTAGE .50
COSS R02 T16:23
12/20/89
H. ERLE SCHAFER
AA CO CIRCUIT COURT

Dated: Dec. 7, 1989

FIRST AMERICAN BANK OF MARYLAND

By: _____
Scott C. Nicholson
Vice President

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

10.00
32

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(236-89/169-89/167-89)

A.A. Co. Financing Records

BOOK 549 PAGE 455

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

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

1. Debtor(s)

Frank J. Scott, Sr.
Name or Names - Print or Type

305 E. Furnace Branch Road, Glen Burnie, MD 21061
Address-Street No. City, State Zip

2. Secured Party

Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Adress-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation...../__/ The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective.	B. Partial Release...../XX/ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.
C. Assignment...../__/ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other...../__/ (Indicate whether amendment, termination, etc.)

BEING KNOWN AND DESIGNATED as Lot(s) Numbered Sixteen (16), 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: 12/6/89

MERCANTILE MORTGAGE CORPORATION

Paul W. Parks

MERCANTILE-SAFE DEPOSIT AND TRUST

Paul A. Stuart, V.P.

10.00
12

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(189-89)

DJ

RECORD FEE 10.00
POSTAGE .50
#6696 TRAN 0257 12/21/89 11:47
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

AFTER RECORDATION RETURN TO:
Fountainhead Title Group
572 E Ritchie Highway
Severna Park, Md. 21146
File No.: A1070SN

LIBER 549 FOLIO 456

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. 246224 recorded in Liber 459, Folio 134 on 2-16-83 (Date) at Anne Arundel County (Location).

1. DEBTOR(S): Shelton & Shelton, Inc.

ADDRESS(ES): 1115 Annapolis Road

Odenton, MD 21113

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: AARU

ADDRESS: MAILSTOP: 500-270; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

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

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

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

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

6. ☐ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a. ☐ Not subject to Recordation Tax.

b. ☐ Subject to Recordation Tax on an initial debt In the principal amount of $ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

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

8.

DEBTOR(S): _____
(Signature necessary only if Item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY _____ (SEAL)
Debra L. Phipps
Branch Manager
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV 4/86

10.00

THE FOUNTAINHEAD TITLE GROUP
576 E. RITCHIE HIGHWAY
SEVERNA PARK, MD 21146
(301) 544-3355

BOOK 549 PAGE 457

279467

File No. .....
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

XX Not subject to Recordation Tax.

..... To Be Recorded in The Land Records (For Fixtures Only).

..... Subject to Recordation Tax on principal amount of $.....

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

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor	Address
N. Greenwald, Inc.	1182 Patuxent Road Odenton, MD 21113

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707
to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral): All accounts, contract rights and chattel paper now owned and hereafter acquired and all proceeds thereof.

DJ

RECORD FEE 11.00
POSTAGE .50
#279467 CHG NON TAXABLE
12/21/89
H. EALE SHAFER
AA CO. CIRCUIT COURT

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. XX.....Proceeds)
.....) of the collateral are also specifically covered.
.....Products)

Debtor	Secured Party (Assignee)
N. Greenwald, Inc.	THE CITIZENS NATIONAL BANK Laurel, Maryland 20707
By: Norman W. Greenwald Norman W. Greenwald, Sr.	By: Marilyn F. Horton Marilyn F. Horton, Asst. Vice President
By: Norman W. Greenwald, Jr. 15 Dec 89 Norman W. Greenwald, Jr.	
By:	

Type or print all names and titles under signatures.

N. GREENWALD, INC. CORPORATE SEAL MARYLAND

Return To: The Citizen National Bank
14435 Cherry Lane Court
Laurel, Md. 20707
Post-settlement Dept.

AA County (1)

LIBER 549 PAGE 458 279468

Windsor Forest

TO BE RECORDED:

____ Among the Land Records of Baltimore City

____ Among the Financing Statement Records of Baltimore City

__✓__ Among the Financing Statement Records of Anne Arundel County

____ Among the Records of the State Department of Assessments and Taxation of Maryland

Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland. The appropriate amount of documentary stamps, if any, are or will be affixed to an Indemnity Deed of Trust, Assignment of Rents, and Security Agreement (the "Deed of Trust") recorded or to be recorded among the Land Records of Baltimore City, Maryland and given as security for the same loan.

Principal Amount is $10,933,000.00

INDEMNITY FINANCING STATEMENT

1. Debtor:/Guarantor — Address:

The Wakefield Limited Partnership, a Maryland Limited Partnership — 2613 Cabover Drive Hanover, MD 21076

DJ

2. Secured Party:

MARYLAND NATIONAL MORTGAGE CORPORATION — 7 East Redwood Street P.O. Box 17006 MS 40-01-18 Baltimore, MD 21203

and

Edward J. Murn, Trustee for the Lender
Ronald L. Bastek, Trustee for the Lender

3. This Financing Statement covers, and the Debtor/Guarantor grants to the Secured Party a security interest in all of Debtor/Guarantor's right, title and interest in the following collateral:

(a) all buildings, improvements and tenements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators,

16
50

building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property referred to in paragraph 6, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in the above-referred to Deed of Trust of even date herewith given by Debtor/Guarantor to Edward J. Murn and Ronald L. Bastek, Trustees for Lender, and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof. The Debtor/Guarantor is the record owner of the said real property.

Debtor/Guarantor:

THE WAKEFIELD LIMITED PARTNERSHIP
A Maryland Limited Partnership

By: _____(SEAL)
Philip E. Ratcliffe
General Partner

Dated: December 19th, 1989

ASSIGNMENT

The Secured Party assigns all of its right, title and interest in and to the within Financing Statement, and all of the collateral held hereunder, including the proceeds hereof, unto the following party:

Federal National Mortgage Association
c/o Maryland National Mortgage Corporation
7 East Redwood Street
P.O. Box 17006, M.S. 40-01-18
Baltimore, Maryland 21203

Secured Party:
MARYLAND NATIONAL MORTGAGE CORPORATION

By: _____(SEAL)
Edward J. Murn
President

_____(SEAL)
Edward J. Murn, Trustee

_____(SEAL)
Ronald L. Bastek, Trustee

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

Kevin J. Kelehan, Esquire
Reese and Carney
10715 Charter Drive
Columbia, MD 21043
42208/8566

mnmc\kjk\windsor.fst

EXHIBIT A

BEING all the property containing 7.6292 acres, Block "A"; 3.5233 acres, Block "B"; 2.2609 acres, Block "C"; 6.8216 acres, Block "D"; 2.1087 acres, Block "E"; and 6.7353 acres, Block "G"; all as shown on the plat entitled "THIRD AMENDED FINAL SUBDIVISION PLAN OF WAKEFIELD GARDEN APARTMENTS", which Plat is recorded among the Land Records of Baltimore City in Liber No. S.E.B. No. 2896.

TOGETHER with all of the benefits, rights, privileges, licenses, and easements in favor of The Wakefield Company, its successors and assigns, as set forth in and pursuant to that certain Declaration of Covenants and Grant of Easements, dated February 2, 1984, by and between LHR Company and The Wakefield Company, recorded among the Land Records of Baltimore City in Liber S.E.B. No. 178 folio 501.

TOGETHER with all of those benefits, rights privileges, licenses and easements, in favor of The Wakefield Company, its successors and assigns, as set forth in and pursuant to that certain Easement Agreement dated April 16, 1984, and recorded among the Land Records of Baltimore City in Liber S.E.B. No. 210 folio 1, by and between LHR Company and The Wakefield Company.

Block A - Ward 28, Section 4, Block 8393N, Lot 2A
Block B - Ward 28, Section 4, Block 8393N, Lot 2E
Block C - Ward 28, Section 4, Block 8393N, Lot 2D
BLock D - Ward 28, Section 4, Block 8393N, Lot 2C
Block E - Ward 28, Section 4, Block 8393N, Lot 2F
Block G - Ward 28, Section 4, Block 8393N, Lot 2

549 462

279469

INDEMNITY FINANCING STATEMENT

TO BE RECORDED AMONG
THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

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

1. NAME AND ADDRESS OF INDEMNITOR:

CLOVERLEAF II
LIMITED PARTNERSHIP
7779 New York Lane
Glen Burnie, Maryland 21061
Attn: Leonard J. Attman

2. NAME AND ADDRESS OF SECURED PARTY:

EQUITABLE BANK, NATIONAL ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201
Attn: Real Estate Finance Department

DJ

3. This 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 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 Indemnitor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental

26 .50

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 Indemnitor for the benefit of Philip Carroll and Hunter F. Calloway, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

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

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of

eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Indemnitor 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 Indemnitor.

INDEMNITOR:

CLOVERLEAF II
LIMITED PARTNERSHIP

By: _____ (SEAL)
Gary L. Attman,
General Partner

Filing Officer: After recordation, please return this Financing Statement to:

Patricia A. Rowe
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

PMW:10/17/89:1595W

EXHIBIT "A"

PARCEL NO. 1

13.5542 ACRES
THIRD (3RD) DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point on the easterly side of Glen Burnie by-pass (Maryland Route 3) at the beginning of the North 44 degrees 35 minutes 46 seconds East 491.11 foot line as shown on a plat of subdivision entitled "Cloverleaf II" dated June 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115 at Page 7 as Plat No. 6031; thence running with and binding on the outline of same (1) North 44 degrees 35 minutes 46 seconds East 491.11 feet to a point; thence (2) North 44 degrees 27 minutes 49 seconds East, 133.38 feet to a point; thence (3) North 48 degrees 34 minutes 45 seconds East, 400.22 feet to a point; thence (4) South 27 degrees 57 minutes 32 seconds East, 379.41 feet to a point; thence (5) North 87 degrees 30 minutes 38 seconds East, 360.97 feet to a point; thence (6) South 6 degrees 09 minutes 53 seconds West, 140.32 feet to a point; thence (7) 349.13 feet along the arc of a curve deflecting to the left having a radius of 2000.00 feet and a chord bearing and distance of South 1 degree 09 minutes 50 seconds West 348.69 feet to a point; thence (8) South 84 degrees 51 minutes 30 seconds West, 240.09 feet to a point; thence (9) North 5 degrees 08 minutes 30 seconds West, 40.00 feet to a point; thence (10) South 84 degrees 51 minutes 30 seconds West, 400.00 feet to a point; thence (11) South 5 degrees 08 minutes 30 seconds East, 40.00 feet to a point; thence (12) South 84 degrees 51 minutes 30 seconds West, 264.32 feet to a point; thence (13) North 23 degrees 21 minutes 37 seconds West, 391.27 feet to a point; thence (14) South 44 degrees 35 minutes 46 seconds West, 252.55 feet to a point; thence (15) South 88 degrees 53 minutes 37 seconds West, 21.49 feet to the point of beginning, containing 590,418 square feet or 13.5542 acres of land more or less.

RESERVING the right to discharge stormwater at a point located North 84 degrees 51 minutes 20 seconds East 240.00 feet from the beginning of the Fourth or North 84 degrees 51 minutes 20 seconds East 400.00 foot line as aforementioned.

SUBJECT to a reciprocal access easement area 24 feet wide and 40 feet long contained within an area binding reversely 100 feet from the end of the 9th or South 84 degrees 51 minutes 20 seconds West 890.63 foot line as aforementioned, thence measured northerly at right angles 40 feet to intersect the 2nd or North 84 degrees 51 minutes 20 seconds East 264.32 foot line as aforementioned.

CONTAINING 960 square feet of land, more or less.

PARCEL NO. 2

BEING KNOWN AND DESIGNATED as Lot No. 1 as shown on the plat entitled "Minor Subdivision Plat Showing Northway Liquors", which plat is recorded among the Land Records of Anne Arundel County as Plat No. 4544, in Plat Book 87, Folio 19; and also as Lot No. 1 as shown on the plat entitled "Minor Subdivision Administrative Plat Lot Line Change Between Residue Lot of Northway Liquors & Northway Shopping Center", which plat is recorded as aforesaid in Plat Book No. 3924, folio 63. Containing .9852 of an acre, more or less.

TOGETHER WITH the Cross Easement Agreement by and between Jerome Steller and Rae Sylvia Steller, his wife, and Paul Kalin and Doris B. Kalin, his wife; and Operating Engineers Local #37 Pension Fund, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3966 at Folio 601, reserving, however, unto Cloverleaf II Limited Partnership, a Maryland Limited Partnership, its successors and assigns, the right to the use and benefit of the said Cross Easement in common with Operating Engineers Local #37 Pension Fund, its successors and assigns.

PARCEL NO. 3

60 FOOT RIGHT OF WAY
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at a point North 41 degrees 14 minutes 44 seconds West, 59.05 feet from the north boundary line of Baltimore Gas & Electric Company property as described in Liber 1082, Folio 352 and as now surveyed; said point of beginning also being North 87 degrees 30 minutes 38 seconds East, 289.53 feet from the east right of way of the Glen Burnie By-Pass (Maryland Route 3); thence (1) North 41 degrees 14 minutes 44 seconds West, 283.01 feet to a point; thence (2) 25.74 feet along the arc of a curve deflecting to the left having a radius of 202.90 feet and a chord bearing and distance of North 44 degrees 52 minutes 47 seconds West 25.72 feet to a point; thence (3) North 48 degrees 30 minutes 49 seconds West, 56.17 feet to a point; thence (4) North 88 degrees 11 minutes 52 seconds West, 38.46 feet to a point on the south side of a private use in common right of way; thence binding on said right of way (5) 110.17 feet along the arc of a curve deflecting to the left having a radius of 230.00 feet and a chord bearing and distance of North 41 degrees 29 minutes 11 seconds East 109.12 feet to the point; thence (6) South 8 degrees 49 minutes 47 seconds East, 38.46 feet to a point; thence (7) South 48 degrees 30 minutes 49 seconds East, 56.17 feet to a point; thence (8) 33.35 feet along the arc of a curve deflecting to the right having a radius of 262.90 feet and a chord bearing and distance of South 44 degrees 52 minutes 47 seconds East 33.33 feet to a point; thence (9) South 41

degrees 14 minutes 44 seconds East, 331.17 feet to a point; thence (10) South 87 degrees 30 minutes 38 seconds West, 76.94 feet to the point of beginning.

BEING part of Lots 2, 3, and 4 of Cloverleaf Warehouse and Business Park subdivision recorded in Plat Book 96, Page 31, Plat Number 5006.

TOGETHER WITH the right to use a sixty foot (60') private use in common right-of-way as shown on Plat entitled "Revised CLOVERLEAF WAREHOUSE AND BUSINESS PARK", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 96, Page 31 for ingress, egress and regress to and from Maryland Route 3.

TOGETHER WITH the rights and responsibilities contained in a Sewer Line Easement dated February 24, 1989 by and between Cloverleaf Warehouse and Business Park Limited Partnership and Cloverleaf II Limited Partnership.

TOGETHER WITH the right of passage over the Baltimore Gas and Electric parcel as set out, described and granted in a Deed dated November 13, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1082, Folio 352.

RETURN TO
EXECUTIVE TITLE GROUP, LTD
Suite 105
105 RESERVOIR Ct
Balto Md
21205

SCR/rb/1729R

C-739-89

549 469 279470

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

Not to be recorded
in Land Records

Not subject to Recordation Tax
Principal amount of debt
secured is:

$500,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with an Indemnity 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. Debtors:

	Address:
Albert Kishter	7779 New York Lane Glen Burnie, Maryland 21061
Fannie B. Kishter	7779 New York Lane Glen Burnie, Maryland 21061
Leonard J. Attman	7779 New York Lane Glen Burnie, Maryland 21061
Phyllis Attman	7779 New York Lane Glen Burnie, Maryland 21061
Lowell R. Glazer	7779 New York Lane Glen Burnie, Maryland 21061
Harriet L. Glazer	7779 New York Lane Glen Burnie, Maryland 21061

2. Secured Party:

	Address:
The Annapolis Banking and Trust Company	P.O. Box 311 Annapolis, Maryland 21404

3. Trustees:

	Address:
Randall M. Robey	P.O. Box 311 Annapolis, Maryland 21404
William A. Busik	P.O. Box 311 Annapolis, Maryland 21404

4. This Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to

the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

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

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

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

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

The 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 Indemnity 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 owned by the Debtor to the Secured Party.

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

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, the property 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 Indemnity Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: December 30, 1992.

Debtor:

Albert Kishter

Fannie B. Kishter

Leonard J. Attman

Phyllis Attman

Lowell R. Glazer

Harriet L. Glazer

Secured Party:

By: Kathleen A. Harle

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

Bennett Crain, Jr., Esquire
Hartman and Crain
2660 Riva Road - Fourth Floor
Annapolis, Maryland 21401

B03540DB.STM

liber 549 page 471

279471

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 10.00
POSTAGE .50
HANDLING COST 804 04:39
12/21/89
CK
MARIA, EARLE SCHAFER
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Debtor:
49 O.S.I.R. PARTNERSHIP
a Maryland General Partnership

Address:
c/o Charles F. Yetter
2603 Belle Crest Lane
Silver Spring, Maryland 20906

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and

to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the 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 Debtor for use of the Debtor as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust from Debtor for the benefit of the Secured Party dated July 12, 1989, and the Deed of Trust Extension and Modification Agreement and Consolidated, Modified and Restated Deed of Trust Promissory Note in the amount of $2,555,000.00 executed on even date herewith between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A.**

Debtor: **49 O.S.I.R. PARTNERSHIP**

By: _____ (SEAL)
Charles F. Yetter
Authorized General Partner

Dated: 12-11-89

a:s43304ea.fin
yetter:#2

EXHIBIT A

PROPERTY ONE

FIRST: BEGINNING for the same at an iron pin previously set at the intersection of the lot line between Lots No. 6 and 7 of the Elias Queen Estate, as shown on a plat recorded among the Land Records of Anne Arundel County in Liber G.W. No. 53, folio 408, with the Southeast side of the State Road from Parole to the South River Bridge, which point of beginning is measured at right angles 7.0 feet from the shoulder of said Road; thence leaving said Lot No. 7 and binding on the Southeast side of said State Road, North 43 degrees 25 minutes East 115.0 fee to a pipe; thence leaving said State Road, South 75 degrees 54 minutes East 153.2 to a pipe; thence South 20 degrees 53 minutes West 86.2 feet to a pipe set on the lot line between said Lots No. 6 and 7; thence binding on said lot line, North 80 degrees 09 minutes West 200.0 feet to the beginning. Containing **FORTY-TWO ONE-HUNDREDTHS** (0.42) of an acre of land, more or less, according to a survey by Edward Hall, Jr., County Surveyor, December 1944, with magnetic meridian of June 1944.

SECOND: BEGINNING for the same at a pipe set at the end of the third line of the conveyance from Robert Dorsey and wife to Enoch A. Tucker and wife, by Deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 321, folio 175, which point of beginning is on the lot line between Lots No. 6 and 7 of the "Elias Queen Property" as shown on the plat recorded among the Land Records of Anne Arundel County in Liber G.W. 53, folio 408; thence leaving said conveyance and with said lot line, South 80 degrees 09 minutes East 131.5 feet to a pipe; thence leaving the outlines and running North 12 degrees 09 minutes East 35.2 feet to a pipe; thence North 72 degrees 15 minutes West 125.0 feet to a pipe set on the third line hereinbefore referred to; thence with said third line, South 20 degrees 53 minutes West 42.3 feet to the beginning. Containing **TWELVE ONE-HUNDREDTHS** (0.12) of an acre of land, more or less, according to a survey made by Edward Hall, Jr., County Surveyor, in January 1946, with magnetic meridian referred to datum of June 1944.

THIRD: BEGINNING for the same at an iron pipe set on the Southeast side of South River Road, said pipe being located North 41 degrees 13 minutes East 58.5 feet along the Southeast side of said road from where the South 75 degrees 54 minutes East 153.2 foot line of the first part of the conveyance from R. Tilghman Brice, III, Trustee, to Enoch A. Tucker, et al., by Deed dated May 5, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 407, folio 222, intersects the Southeast side of the South River Road; and running from the beginning point so fixed and through Lot "C" as conveyed by Charles Queen, Widower, to Robert Dorsey and Violet Dorsey, his wife, by Deed dated March 27, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 87, folio 207, South 75 degrees 35 minutes East 499.5 feet to a pipe set; thence South 06 degrees 44 minutes West 83.45 feet to a pipe in the South line of the conveyance abovementioned to Robert Dorsey and wife; thence with part of said South line, North 82 degrees 29 minutes West 263.9 feet to a pipe set at the Southwest corner of the second

part of the first mentioned conveyance; thence with East and North lines of the same, North 10 degrees 13 minutes East 35.2 feet; and North 79 degrees 05 minutes West 125.04 feet to a pipe in the East line of the first part of the first above-mentioned conveyance; thence with part of the East line and North line of said first part, North 14 degrees 03 minutes East 43.9 feet to a point near a fence corner; and North 82 degrees 44 minutes West 149.1 feet to the Southeast side of South River Road; thence with the same, North 41 degrees 13 minutes East 58.8 feet to the place of beginning. Containing **NINETY-EIGHT ONE-HUNDREDTHS** (0.98) of an acre of land, more or less, according to a survey and plat made by J.R. McCrone, Jr. Registered Professional Engineer and Land Surveyor, in February 1949, said plat attached to and made a part of a Deed dated March 24, 1949, from Robert Dorsey and Violet Dorsey, his wife, to Enoch A. Tucker, et al., recorded among the Land Records of Anne Arundel County, Maryland, in Liber 515, folio 303.

PROPERTY TWO

BEGINNING at a point on South River Road at the intersection of the boundary line between Lots Five and Six of the Elias Queen Estate, as shown on a plat recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.W. No. 53, folio 408, binding on said boundary line; thence 8.83 degrees, 40 minutes, 15 seconds, East 496.93 feet to a point; thence, South 01 degrees, 20 minutes, 27 seconds, West 29.24 feet to a point; thence, North 80 degrees, 44 minutes, 58 seconds, West 502.06 feet to a point; thence North 35 degrees, 49 minutes, 27 seconds, East 4.08 feet to the point of beginning. Containing 0.187 of an acre of land, more or less, according to a survey and plat by Peregoy Et Filiae, Registered Professional Land Surveyor of December 28, 1983, said plat recorded among the Land Records of Anne Arundel County in Liber 3682, folio 42, as part of the Deed to Property One described above.

sn:s43304ea.exa

Please Return to:

BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.
BOX 868
ANNAPOLIS, MARYLAND 21404-0868
Attn: David S. Bruce

14.50

Anne Arundel County

AMENDMENT

STATEMENT OF SUBORDINATION

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. 245335, recorded in Liber 456, folio 554 on December 9, 1982.

1. DEBTOR:

Name: Shelton & Shelton, Inc., DBA S & S Hardware
New Address: 2225B Defense Highway, Crofton, MD 21114

2. SECURED PARTY:

Name: American Hardware Supply Company
Address: P.O Box 1510, Butler, PA 16001

3. SUBORDINATION. The Secured Party hereby subordinates and waives the priority of its Financing Statement, and the security interest and lien perfected thereby, in favor of the lien and security interest perfected by the Financing Statement from Debtor to Bay National Bank, Secured Party, intended to be recorded immediately prior hereto; said Financing Statement relating to a security interest granted by Debtor in connection with a loan in the amount of $300,000.00 from Bay National Bank to Debtor on or about October 2, 1989. The aforesaid subordination and waiver is intended to cause, as between Secured Party's Financing Statement and Bay National Bank's Financing Statement, Bay National Bank's Financing Statement and the lien and security interest perfected thereby to be a prior lien and security interest upon the collateral, with all the rights and remedies of a prior security interest and lien incident thereto.

4. SIGNATURE:

SECURED PARTY:

American Hardware Supply Company

By: Marcia Andres Credit Administrator
Marcia J. Andres, Credit Administration

A:BN43263.1ST FF #92

RETURN TO: JEROLD A. MOSES, ESQUIRE
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
121 CATHEDRAL STREET, P.O. BOX 0868
ANNAPOLIS, MD 21404-0868

14.00
.50

liber 549 page 476

279473

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):

B. S. Livingston & Co., Inc.
400 Kelby Street
Fort Lee, N.J. 07024

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

National Westminster Bank USA
175 Water Street
New York, New York 10038
pc: 582

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

RECORD FEE 11.00
POSTAGE .50
#540170 CTTT R03 T10:15
12/22/83
GK
H. ERLE SCHAFER
ANNE ARUNDEL CIRCUIT COURT

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

all present and future: (a) inventory of raw materials, work-in-process and finished goods and all goods usable in processing the same, and (b) accounts, contract rights, general intangibles, chattel paper and all other rights to the payment of money arising out of the sale (or lease) of goods or services and all liens, securities, guarantees, remedies and privileges pertaining thereto, and to such goods including returned or repossessed goods.

☒ Products of the Collateral are also covered.

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

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

8. Describe Real Estate Here:

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

9. Name of a Record Owner

RECORDATION TAX NOT REQUIRED

No. & Street	Town or City	County	Section	Block	Lot

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

984

ANNE ARUNDEL COUNTY, MARYLAND

B. S. LIVINGSTON & CO., INC.

By Linda M. Polumen
Signature(s) of Debtar(s)

NATIONAL WESTMINSTER BANK USA

By Patricia C Dooley
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82) **STANDARD FORM - FORM UCC-1** — Approved by Secretary of State of New York

LIBER 549 FOLIO 477 279474

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)

VACCARO, Mario L. d/b/a
All Star Vending-325 Roesler Rd, Glen Burnie,Md 21061

RECORD FEE 12.00
POSTAGE .00
#540180 CTTT R03 T10:15
12/22/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
POSTAGE .50
#540190 CTTT R03 T10:16
12/22/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

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, contractural 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.

Mario L. Vaccaro d/b/a
ALL STAR VENDING (Seal)

Mario L Vaccaro (Seal)
Mario L. Vaccaro

XXXXXXXXXXXXXXXXXXXXXXXXX (Seal)
XXXXXXXXXXXXXXXXXXXXXXXXX

_____ (Seal)

Secured Party

Willow Enterprises,Inc (Seal)

Type name and title
Larry Wilner- Pres
Assignee- Firestone Financial Corp
38 Glen Ave, Newton Center,Mass
02159

10.50

BOOK 549 PAGE 478

SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a installment contract dated Dec 12,1989 between All Star Vending, (Buyer) and Willow Enterprises,Inc (Seller)

5 Ardac 501 Drinkomats W/D.B.V. 2058-2077-2089-2105-2155

5 Vendomatic Drink Machines 556-559-574-583-597

207-104 ED. 7-80

A.A. Co.

FINANCING STATEMENT LIBER 549 PAGE 479

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

1. Name of Debtor(s): Tri Leasing Corporation
Address: 6A Village Green
Crofton, Maryland 21114

279475

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~Metro Plaza One, 8401 Colesville Road~~
~~Silver Spring, Maryland 20910~~
2001 Davidsonville Rd.,Second Floor
Crofton, Maryland 21114

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

All leases of Debtor, whether now owned or hereafter acquired; together with all accessions, accessories, attachments, parts, equipment, 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 and all of the foregoing property.

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

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

RECORD FEE 11.00
POSTAGE .50
#540200 CTTT R03 T10:16
12/22/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

Debtor(s): Tri Leasing Corporation

.....
Duncan MacLean, President

.....

.....

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: .....
Donald D. Howard, Vice President
(Type Name and Title)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11.50

045-580/3 Rev. 5/86

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 549 PAGE 480

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 275824 recorded in Liber 536, Folio 28 on December 22, 1988 (date)

1. DEBTOR(S):

Name(s): Chesapeake Yacht Sales, Inc.

Address(es): P.O. Box 628
Grasonville, MD 21638

2. SECURED PARTY:

Name: First Annapolis Savings Bank

Address: 1832 George Avenue
Annapolis, MD 21401

DJ

RECORD FEE 10.00
POSTAGE .50
#540310 CTTT R03 T10:32
12/22/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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. (X) TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ( ) ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. ( ) AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. ( ) RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR:

SECURED PARTY:

First Annapolis Savings Bank, FSB

By Elizabeth S. Hilbert

Elizabeth S. Hilbert, AVP
(Type Name and Title)

2-2645 (3/89)

15.50

liber 549 page 451

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)
UNC Technical Products
Division of UNC Incorporated
175 Admiral Cochran Drive
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
General Electric Credit
Corporation
2264 Silas Deane Hwy.
Rocky Hill, CT 06067

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

DJ
RECORD FEE 10.00
POSTAGE .50
#540320 C7T7 R03 T10:33
12/22/89
H. EARLE SCHAEFER
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 263540, Book 502 Page 184-185
Filed with Circuit Court Anne Arundel Date Filed 9-3-86 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.
Termination of original filing

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

General Electric Credit Corporation
By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - ~~FORM~~ UCC-3

10 50

Book 549 Page 482

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)
UNC Incorporated, UNC Technical Products Division
175 Admiral Cochran Drive
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
General Electric Credit Corporation
2264 Silas Deane Hwy.
Rocky Hill, CT 06067

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

DJ

POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. 263539, Book 502 Pg. 182-183
Filed with Circuit Court Anne Arundel Date Filed 9-3-86 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.

MSA0330 CTTT R03 T10:34
12/22/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

10. Termination of original filing

No. of additional Sheets presented:

General Electric Credit Corporation

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Matthews
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

279476

FOR 549 PG 483

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)

ANNAPOLIS SERVICE CENTER, INC.
1401 Forest Drive
Annapolis, Maryland 21403

2 Secured Party(ies) and Address(es)

BALTIMORE MACK TRUCKS, INC.
610 Nursery Road
Linthicum, Maryland 21090

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00

135904 CK POSTAGE .50

#E40420 CTT7 R03 T10:44

12/22/89

CLERK SHAFER

4 This financing statement covers the following types (or items) of property:

One (1) 1990 MACK Glider Kit VIN #1M3P114K6LT005015

One (1) 1990 MACK Glider Kit VIN #1M3P114K8LT005016

Document not subject to recordation tax-conditional
Sales contract signed by debtor.

5 Assignee(s) of Secured Party and Address(es)

ASSOCIATES COMMERCIAL CORP.
1801 McCormick Drive
Landover, Maryland 20785

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 SERVICE CENTER, INC.

By: _____
Signature(s) of Debtor(s)

BALTIMORE MACK TRUCKS, INC. Anne Arundel

By: _____ V.P.
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy-Alphabetical 11 52

279477

549 484

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):

P. J. Sams, Inc.
551 C Baltimore-
Annapolis Boulevard
Severna Park, MD 21146

2. Secured Party(ies) Name(s) and Address(es)

MIDLANTIC COMMERCIAL LEASING CORP.
225 WEST 34th STREET
NEW YORK, N. Y. 10122

3. ☐ The Debtor is a transmitting utility.

4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00
#540430 CTTT R03 T10:45
12/22/89
H. ERLE SCHAFER
CLK. CT. CIRCUIT COURT

5. This Financing Statement covers the following types (or items) of property:

SUBJECT TO RECORDATION TAX, SECURED PARTY IS THE SELLER

1 Hobart 2½ HP dough mixer w/# 12 attachment and dough hook, 60 qt. tinned bowl, magnetic starter and w/120/208/3 Ø s/n 11427627 - Together with all additions accessions and/or replacements of any or all parts thereof.

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)

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.

P. J. Sams, Inc.

By X Peter J. Sams

Signature(s) of Debtor(s)

MIDLANTIC COMMERCIAL LEASING CORP.

By E Banks

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82)

STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

STATE OF MARYLAND BOOK 549 PAGE 485

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 12/14/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

279478

1. DEBTOR

Name CHUCK'S PRINTING & BLUELINE SERVICE

Address 1110 CRAIN HIGHWAY, SOUTH, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE

Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) DECEMBER 14, 1993

4. This financing statement covers the following types (or items) of property: (list)

1 - NEW KODAK 506A VERTICAL CAMERA COMPUTER CONTROLLED
1 - KODAK 65A RAPID ACCESS PROCESSOR

RECORD FEE 11.00
POSTAGE .50
CK #540440 CTT7 R03 T10:45 12/22/89
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)

XX ☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

CHUCK'S PRINTING & BLUELINE SERVICE
BY: _____
(Signature of Debtor)

CHARLES W. WIELAND, JR., PRESIDENT
Type or Print Above Name on Above Line

BY: _____
(Signature of Debtor)

,
Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE
_____
(Signature of Secured Party)

DOROTHY A. ABEL, ASSISTANT VICE PRESIDENT
Type or Print Above Signature on Above Line

1/15.

ABSSCO Enterprises

10755 York Road, Cockeysville, Maryland 21030-2114 (301) 252-4800

liber 549 folio 486

FINANCING STATEMENT

ACCOUNT NO	21703
LEASE NO	3287

SECURED PARTY

NAME AND ADDRESS OF LESSEE	DELIVER TO (GIVE COMPLETE ADDRESS)
JANET DUVALL T/A DELUXE TOURS, INC.	279479
7360 E. Furnance Branch Road	
Glen Burnie, Maryland 21061	

	QUANTITY	DESCRIPTION-MAKE-MODEL	SERIAL #
EQUIPMENT LEASED	1	Minolta 2100	3626035
	1	Minolta UPT Universal Paper Tray	
	1	Surge Protector	

RECORD FEE 12.00
RECORD TAX CK 10.50
POSTAGE .50
*DAL PRINCIPAL 12/22/89 0777 R03 T10:48

■ TO BE ☐ NOT TO BE RECORDED IN FINANCING STATEMENT ■ SUBJECT TO ☐ NOT SUBJECT TO

RECORDING TAX AMOUNT OF $ 1500.00

H. ERLE SCHAFER
FEE 22.00 AA CO. CIRCUIT COURT

1. This Financing Statement covers the above described equipment: (Describe - attach separate list if necessary).
2. Proceeds of collateral are covered.
3. Products of collateral are not covered.

DEBTOR (S):

Janet Duvall
(SIGNATURE OF DEBTOR)

JANET DUVALL
TYPE OR PRINT

(SIGNATURE OF DEBTOR)

TYPE OR PRINT

SECURED PARTY:

ABSSCO ENTERPRISES

BY:
(SIGNATURE OF SECURED PARTY)

ALAN I. ELKIN, PRESIDENT
TYPE OR PRINT (INCLUDE TITLE IF COMPANY)

TO THE FILING OFFICER: After this statement has been recorded, please mail same to:

Name and Address: ABSSCO ENTERPRISES
10755 York Road
Cockeysville, Maryland 21030-2114

1500
10.50
.50

ANNE ARUNDEL

10522

549 457

Rental No. CORRIDOR TITLE CO.
305 Compton Avenue
Laurel, MD 20707

279480

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** XX TO BE RECORDED IN THE CHATTEL RECORDS

This Financing Statement dated December 15, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) N/A

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State	Zip
Ouellette, Clarence N.	215	Pine Ave.,	Severna Park,	Maryland	21146
Ouellette, Gaye M.	215	Pine Ave.,	Severna Park,	Maryland	21146

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)

(See the attached Schedule "B")

CK

(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. ☒X If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

(See the attached Schedule "A")

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 ☒X 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)

Clarence N. Ouellette
CLARENCE N. OUELLETTE

Gaye M. Ouellette
GAYE M. OUELLETTE

(Type or print name under signature)

Secured Party or assignee

Dominion Bank of Maryland, National Association (Seal)
(Corporate, Trade or Firm Name)

BY: Barbara O. Parker attorney
Signature of *Secured Party* or Assignee

(Owner, Partner of Officer and Title)

(Signatures must be in ink)

RETURN TO: SECURED PARTY

DBM 114

2

EXHIBIT "A"

PARCEL I - BEING known and designated as Lot 88A on the Plat of the Baldwin Subdivision of Odenton, as recorded among the Land Records of Anne Arundel County, Maryland in Liber 3608, Page 801, a resubdivision of Lots 8 and 88 on the Plat of the Baldwin Subdivision of Odenton recorded among the aforesaid Land Records in Liber MSH 34, Page 604.

PARCEL II - BEING known and designated as Lot No. 16, Block B, as shown on the Plat entitled "Second Revised Plat, Bodkin Plains", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 25, Folio 12.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

AFTER RECORDING REMIT TO:
Corridor Title Co.
305 Compton Avenue
Laurel, Maryland 20707

FINANCING STATEMENT

liber 549 page 489

☐ Not subject to recordation tax
☒ Subject to recordation tax on principal amount of $ 6,800.00

1. Name of Debtor(s): ROSCOE C. ROWE, III
Address: LOIS E. ROWE
P.O. BOX 229
ANNAPOLIS, MD. 21404

279481

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:

SEE ATTACHED

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 12.00
RECORD TAX 49.00
POSTAGE .50
#341620 CTTT R03 T14:29

CK 12/22/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

☒ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s):

Roscoe C. Rowe III
ROSCOE C. ROWE, III

Lois E. Rowe
LOIS E. ROWE

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Denise Sutton
DENISE SUTTON, Branch Officer
(Type Name and Title)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

12 49.50

045-580/3 Rev. 5/86

CPAID, INC.
1061 Fraternity Circle
KENT, OHIO 44240
(216) 678-9015

BILL TO:
Roscoe C. Rowe, III
92 Franklin, 2nd Floor
Annapolis, MD 21401

SHIP TO
Same

DATE	NO.	PAGE	DUE DATE
12/5/89			

SHIP VIA	F.O.B.	DISC. DAYS	DISC. %	NET DAYS	YOUR NO.	OUR NO.
UPS	S #11 Kent					38605

INVENTORY NO.	DESCRIPTION	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	DISC. %	EXTENDED PRICE
000	Master Tax	1			1295	325	970
052	Elec-Filing Opt	1			400	100	300
068	Modem S/N #732	1			1295	325	970
069	Sync-Tax Comm.	1			295	75	220
032	Maryland State	1			400	100	300
080	MD Laser Option	1			150		150
082	MTP Laser Opt.	1			500		500
055	HP II Laser Pr.	1	S# D2935A35265		2695	1084	1611
057	Center Tax Font	1			239		239

SUB TOTAL	5360
TAX	
TOTAL	
SHIPPING	30
PLEASE PAY LAST AMOUNT	$5390

☒ TO BE ☒ NOT TO BE

RECORDED IN ~~Land Records~~ ☐ SUBJECT TO ☐ NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF $ 640,200

FILED 549 PAGE 491

FINANCING STATEMENT 279482

1. Debtor(s): (Borrower)

Maryland Housing Research Corporation
Name or Names - Print or Type

518 N. Charles Street, Baltimore, MD 21201
Address - Street No., City-County State Zip Code

Name or Names - Print or Type

Address - Street No., City-County State Zip Code

2. Secured Party:

Community Development Administration
Name or Names - Print or Type

45 Calvert Street Annapolis Anne Arundel County Maryland 21401
Address - Street No., City-County State Zip Code

3. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Exhibit B

4. If above described personal property is to be affixed to real property, describe real property.

See Exhibit A

5. If collateral is crops, describe real estate.

N/A

CK

6. Proceeds of collateral __X__ are _____ are not covered.

7. Products of collateral __X__ are _____ are not covered.

DEBTOR(s): Maryland Housing Research Corp. (Borrower)

SECURED PARTY: Community Development Administration

(Signature of Debtor)

BY: Kathleen McDonald, President
Type or Print

(Signature of Debtor)

Type or Print

By: Frank W. Bearns II - Homeownership Programs
(Company, if applicable)

(Signature of Secured Party)

Type or Print (include title if Company)

TO THE FILING OFFICER: After this statement has been recoreded please mail the same to:

Name and Address Homeownership Programs, CDA
45 Calvert Street
Annapolis, MD 21401
ATTN: Mr. Archie Shaw

14

EXHIBIT B

Personal property covered by this financing statement includes:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);

(b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;

(c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;

(d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;

(e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project r any surety bond issued on account of rehabilitation;

(f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;

(g) all proceeds of casualty insurance on the Project or any part thereof;

(h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust.

EXHIBIT A

ALL those lots or parcels of land situate, lying and being in the Fourth Assessment District of Anne Arundel County, Maryland, comprising the subdivision known as Riviera Heights Addition as shown on a plat entitled "Riviera Heights Addition" dated May, 1989, prepared by D. S. Thaler Storm and Associates, and recorded among the Plat Records for Anne Arundel County, Maryland, in Plat Book 124, Page 35 (Plat No. 6509).

BEING the same lands conveyed from Mary Ellen Frenkil and Ursula Lambert unto Anne Arundel County, Maryland, by deed dated June 5, 1989, and recorded among the Land Records for Anne Arundel County, Maryland, in Liber 4870, folio 99.

A.A. Co. Financing Records

FOR 540 PAGE 491

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
Adress-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

A. Continuation..... ☐ **The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective.**	**B. Partial Release.....** XX **From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.**
C. Assignment..... ☐ **The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:**	**D. Other.....** ☐ **(Indicate whether amendment, termination, etc.)**

RECORD FEE 10.00
POSTAGE .50
MSA/BPO (CRT RQE 11:42
12/26/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. 30, 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: 11/15/89

MERCANTILE MORTGAGE CORPORATION

Paul W. Parlon

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart

Paul A. Stuart, V.P.

10 00
20

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(162-89)

A.A. Co. Financing Records

MSA 549 PAGE 495

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
Adress-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

A. Continuation..... ☐ **The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective.**	**B. Partial Release.....** XX **From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.**
C. Assignment..... ☐ **The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:**	**D. Other.....** ☐ **(Indicate whether amendment, termination, etc.)**

DJ

RECORD FEE 10.00
POSTAGE .50
#649900 0237 R02 T11:43
12/26/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. 19, 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: 11/15/89

MERCANTILE MORTGAGE CORPORATION

Paul W. Parks

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart

Paul A. Stuart, V.P.

10.00
.50

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(149-89)

A.A. Co. Fin. Records

BOOK 549 PAGE 496

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. 27876

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
Adress-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation..... ☐ **The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective.**	**B. Partial Release.....** XX **From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.**
C. Assignment..... ☐ **The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:**	**D. Other.....** ☐ **(Indicate whether amendment, termination, etc.)**

RECORD FEE 10.00
POSTAGE .50
RECEIVED FOR TRANSMITTAL
12/26/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. 7, 75 and 88 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: December 1, 1989

PROVIDENT BANK OF MARYLAND

Alan J. Ruggiero Asst

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(177-89/134-89/219-89)

10.00

A.A. Co. Fin. Records BOOK 549 PAGE 497

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. 27657

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
Adress-Street No. **City,** **State** **Zip**

3. **Maturity Date (if any)** _____

4. **Check Applicable Statement:**

A. Continuation..... ☐ **The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective.**	**B. Partial Release.....** XX **From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.**
C. Assignment..... ☐ **The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:**	**D. Other.....** ☐ **(Indicate whether amendment, termination, etc.)**

RECORD FEE 10.00
POSTAGE .50
#649920 CO37 REC 11:45
12/26/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. Two (2) 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: November 7, 1989

PROVIDENT BANK OF MARYLAND

Alex J. Dwyer

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(147-89)

10.00
12

A.A. Co. Fin. Records

549 495

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. 27187

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
Adress-Street No. **City,** **State** **Zip**

3. **Maturity Date (if any)** _____

4. **Check Applicable Statement:**

A. Continuation..... ☐ The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective.	**B. Partial Release.....** XX From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.
C. Assignment..... ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other.....** ☐ (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#44930 0237 ROZ T11:48
12/26/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. Thirty-One (31) 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: November 3, 1989

PROVIDENT BANK OF MARYLAND

Alex J. Struggerd

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(152-89)

10.00
.50

CDF/01-26-89
9915X (0515X)
SSA-SFC(B)(4)

BOOK 549 PAGE 499

279483

To be recorded
(1) in the Land Records of Anne Arundel County;
(2) in the Financing Statement Records of Anne Arundel County; and
(3) with the State Department of Assessments and Taxation.

Not subject to recordation tax
Principal amount is
$ 110,000.00

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtor:

ACT II Homes, Inc.

Mailing Address of Debtor:

20 Hammonds Lane
Baltimore, MD 21012

2. Secured Party:

STERLING BANK & TRUST CO., a bank and trust company tion organized and existing under the law of Maryland,

Address of Secured Party:

Suite 201
111 East Water Street
Baltimore, Maryland 21202

CK

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

17

BOOK 549 PAGE 510

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Arthur L. Silber and Patricia A. Jenkins, trustees for Sterling Bank & Trust Co., and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Sterling Bank & Trust Co.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of $110000.00 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:

ACT II Homes, Inc.,
a corporation organized and existing under the law of Maryland.

by Arthur C. Tate, Jr.
Arthur C. Tate, Jr.

Date: 12-6, 1989

To the Filing Officer: After this Statement has been recorded, please mail the same to Sterling Bank
Suite 201
111 East Water St.
Baltimore, MD.
21202

CDF/01-26-89
9915X (0515X)
SSA-SFC(B)(4)

LIBER 549 PAGE 501

FINANCING STATEMENT

by

ACT II Homes, Inc., Debtor

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

ALL OF THAT LAND, situate and lying in Anne Arundel County, Maryland, which is described as follows:

PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

BOOK 549 PAGE 502

MT/C # 3892035

ATTACHED TO AND MADE A PART OF A FINANCING STMNT: FROM ACT II HOMES, LTD.

TO THE TRUSTEES FOR STERLING BANK & TRUST CO.

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot 9R, as shown on a Plat entitled, LOT 9R, ADMINISTRATIVE PLAT, RESUBDIVISION OF LOTS 9 - 16, BLOCK 6, SEVERN GROVE, which Plat is recorded among the Land Records of Anne Arundel County in Liber 4822, folio 470. Being in the Second Assessment District of Anne Arundel County.

14773-84

Not to be recorded in Land Records

Not subject to recordation tax: Principal Amount is $8,000,000

This Financing Statement gives notice of a security interest granted in an indemnity deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:	Address:
COCHRANE DRIVE HOLDING ASSOCIATES LIMITED PARTNERSHIP, a Pennsylvania limited partnership	5950 Symphony Woods Road Suite 300 Columbia, Maryland 21044
2. Secured Parties:	Address of all Secured Parties:
General Electric Capital Corporation	c/o General Electric Capital Corporation 81 Main Street - Suite 207 White Plains, New York 10601
Charles T. Albert, Trustee	
Edward J. Levin, Trustee	

GK

3. This Financing Statement covers

(a) All articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, now or at any time hereafter owned by the Debtor and now or hereafter attached to, contained in, or used in connection with the land hereinafter described or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, good will and books and records relating to the business operated on the land hereinafter described.

(b) All of Debtor's present and future "fixtures", "equipment" and "general intangibles" (as said quoted terms are defined in or encompassed by the Maryland Uniform Commercial Code).

(c) All leases, lettings and licenses of the land hereinafter described or any part thereof now or hereafter entered into and all right, title and interest of the

0576p:12/19/89
5273-49

1/4

Grantor thereunder, including, without limitation, cash and securities deposited thereunder and the right to receive and collect the rents, issues and profits payable thereunder.

(d) All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Debtor and all proceeds of the conversion, voluntary or involuntary, of the land hereinafter described or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the land hereinafter described by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the land hereinafter described or any easement therein, including awards for any change of grade of streets.

4. The aforesaid items are included as security in an indemnity deed of trust given by Debtor to Charles T. Albert and Edward J. Levin, Trustees, recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing certain indebtedness, repayment of which is guaranteed by Debtor to General Electric Capital Corporation.

5. Proceeds of collateral are also covered.

6. A description of the land is attached as Schedule A.

Debtor:

COCHRANE DRIVE HOLDING ASSOCIATES
LIMITED PARTNERSHIP, a Pennsylvania
limited partnership

By: Rouse & Associates-Cochrane Drive
Limited Partnership, General Partner

By: Rouse & Associates, Inc.,
General Partner

By _____ (SEAL)
Claiborn Carr III
Vice President

To the Filing Officer: After this statement has been recorded, please mail the same to: Jane A. Wilson, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

0576p:12/19/89
5273-49

Schedule A

LEGAL DESCRIPTION
LOT 7-R
ANNAPOLIS SCIENCE CENTER
SECOND DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEING all of Lot 7-R as shown on a plat of subdivision entitled "RESUBDIVISION LOTS 4, 5, 6, AND 7, PLAT TWO, ANNAPOLIS SCIENCE CENTER" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 110, Page 25, being also a part of the same land described in a conveyance from Kent Research and Manufacturing, Inc. to Cochrane Drive Holding Associates Limited Partnership, a Pennsylvania Limited Partnership by deed dated January 29, 1988 and recorded among the aforesaid Land Records in Liber 4542 at Folio 40, and being more particularly described as follows:

BEGINNING for the same at the southeasternmost corner on Admiral Cochrane Road of Lot 7-R as shown on said plat; thence leaving said road and binding on the southerly, westerly and northerly lines of said Lot 7-R, the following four (4) courses and distances

1. South 88° 40' 11" West, 1003.13 feet to a point; thence

2. North 02° 16' 55" East, 392.78 feet to a point; thence

3. North 88° 40' 11" East, 552.25 feet to a point; thence

4. North 73° 03' 21" East, 260.10 feet to a point on the westerly side of said Admiral Cochrane Road; thence with the westerly side thereof

5. 102.13 feet along the arc of a curve deflecting to the left, having a radius of 2709.42 feet and a chord bearing and distance of South 18° 01' 27" East, 102.13 feet to a point; thence

6. South 55° 07' 31" West, 17.94 feet to a point; thence

7. South 25° 48' 09" East, 389.24 feet to the point of beginning.

Containing 8.3466 acres of land.

2140p:12/21/89
5273-49

BOOK 549 PAGE 506

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493 Page No. 1

Identification No. 259702 Dated 12/24/85

1. Debtor(s)

Evelyn A. Regan
Name or Names—Print or Type

32 Elm Drive, Glen Burnie (AA CO), MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party

Sears, Roebuck and Co.
Name or Names—Print or Type

6650 N. Ritchie Hwy., Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)_____

4. Check Applicable Statement:

A. Continuation .....☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	**B. Partial Release** .....☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment .....☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** .....☒ (Indicate whether amendment, termination, etc.) Termination

Dated: 12/6/89

Sears, Roebuck and Co.
Name of Secured Party

Signature of Secured Party

J.D. Althouse, Operating Mgr.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10
T1

DJ

12.50

Continuation, Termination
Release, Assignment, etc.

1625 Eye St., NW, Washington, DC 20006

liber 549 page 507

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below is goods are or are to become fixtures.

For Filing Officer Use:

File No. _____

Date & Hour _____

NOT TO BE RECORDED IN LAND RECORDS

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing

Record Reference Liber 485, folio 213

256655

Maturity Date (if any)

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
United Properties	Box 8691	Baltimore-Washington International Airport	Baltimore	Maryland

Name of Secured Party or Assignee	No.	Street	City	State
The First National Bank of Maryland	110	S. Paca 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 claims a security interest under the financing statement.

RELEASE

XXXXX From the property described in the original Financing Statement identified above, the property described below is released.

DJ

ASSIGNMENT

_____ The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

_____ OTHER

SEE LEGAL DESCRIPTION ATTACHED HERETO

Debtor(s) or Assignor(s)

_____

_____

_____
Type or print name under signature

10.50

The First National Bank of Maryland (SEAL)
(Corporate, Trade or Firm Name)

Patricia A. Brian (SEAL)
Signature of Secured Party or Assignee

Patricia A. Brian, Vice President
(Owner, Partner or Officer and Title)
(Signature must be in ink)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: 549 518

I HEREBY CERTIFY, That on this 13th day of December, in the year one thousand nine hundred and eighty-nine, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared PATRICIA A. BRIAN, who acknowledged herself to be a Vice President of THE FIRST NATIONAL BANK OF MARYLAND, and that she as such Vice President being authorized so to do, executed the within Release for the purposes therein contained by herself as such Vice President.

WITNESS my hand and official seal.

John Franetovich
NOTARY PUBLIC

My Commission Expires:

July 1, 1990

JOHN FRANETOVICH NOTARY PUBLIC BALTIMORE COUNTY

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

1892086

LEGAL DESCRIPTION

549 PAGE 509

BEING KNOWN AND DESIGNATED as Lot 1-A as laid out and shown on the Plat entitled "Lot 1-A Industrial Subdivision Resubdivision Plat 2 of Section 1, Lot 1, Airport Square Technology Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 105, page 11, plat number 5436 which lot is more particularly described as follows:

BEGINNING FOR THE SAME on the north side of International Drive, 60 feet wide, as laid out and shown on said Plat, at the point formed by the intersection thereof with the westernmost line of said Lot 1-A, which place of beginning is designated "1231" on said plat, thence leaving said place of beginning and International Drive, referring all courses of this description to the Maryland State Grid Meridian as shown on said Plat, binding on the outlines of said Lot 1-A the three following courses and distances,

(1) North 11 degrees 37 minutes 10 seconds East 485.00 feet, thence

(2) South 78 degrees 22 minutes 50 seconds East 356.00 feet, and thence

(3) South 11 degrees 37 minutes 10 seconds West 464.02 feet to intersect said north side of International Drive, thence binding thereon and continuing on the outline of said Lot 1-A the three following courses and distances,

(4) Southwesterly by a line curving to the left having a radius of 70.00 feet for an arc distance of 6.02 feet (the arc of said curve being subtended by a chord of South 55 degrees 53 minutes 43 seconds West 6.02 feet), thence

(5) Southwesterly by a line curving to the right having a radius of 50.00 feet for an arc distance of 42.05 feet (the arc of said curve being subtended by a chord of South 77 degrees 31 minutes 28 seconds West 40.82 feet), and thence

(6) North 78 degrees 22 minutes 50 seconds West 314.53 feet to the place of beginning.

BEING KNOWN AND DESIGNATED as Lot 1-A as shown on a Plat entitled "**Resubdivision Plat 2 of Section 1, Lots 1, AIRPORT SQUARE TECHNOLOGY PARK**", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 105, page 11.

4:025:RC

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

Mail to

1892086

liber 549 page 510

279485

To Be Recorded In ~~The Land Records~~ ~~And~~ In The Financing Statement Records Of the Circuit Clerk of ANNE ARUNDEL ~~City~~/County And Among the Financing Statement Records of the State Department The of Assesments and Taxation

Subject To Recording Tax Of 2100.00 On Principal Amount Of 300,000.00 Which Was Paid To The Clerk Of The Circuit Court of ANNE ARUNDEL CO Upon The Filing Of A Deed of Trust in the Land Records of ANNE ARUNDEL ~~City~~/County, Maryland

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR:

Marley Park Church of the Nazarene
7741 Baltimore and Annapolis Boulevard
Glen Burnie, Maryland

2. SECURED PARTY:

THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street
Baltimore, MD 21201,

Attention: Jolene Kolodziejski

CK

3. This Financing Statement covers and Debtor grants and conveys to Secured Party a security interest in and to the following:

a. All plant apparatus, equipment, 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 real property and improvements located in Anne Arunder County, Maryland and described on Exhibit "A" attached hereto (herein the "Real Property") including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors,

12-

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 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 or 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 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, with the right to collect any sums of money at any time payable to the debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.

e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), which have not been extracted from the Real Property.

f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Real Property 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 according to or granted by the Real Property including, but not limited to, deposits of tenants to secure payment or 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, including, but not limited to, the right to receive lease or other payments with regard thereto.

h. All revenues and profits, accounts receivable and contract rights,

ADH/dak
5071N

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.

i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. Some of the above-described personal property may be affixed to the Real Property as described on Exhibit "A", attached hereto, being that same lot of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the Circuit Court for Anne Arundel County from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned Real Property. Exhibit "A" attached hereto consists of one pages.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions, and accretions of or to any of the above-described collateral.

MARLEY PARK CHURCH OF THE NAZARENE

By: Edna F Cox

Title: Chairman of Board of Trustees

TO FILING OFFICER: After this Statement has been recorded, please return to:

FIRST NATIONAL BANK OF MARYLAND
P.O. BOX 1596
ATTN: GAIL ZICKAFOOSE
Banc Code:
BALTIMORE, MARYLAND 21203

ADH/oak
3071N

EXHIBIT "A"

BEGINNING FOR THE FIRST: BEING known and designated as Lots Nos. 12, 13, 14, 15, 16, 17, 18, 19, 20, 32, 33 34, 35, 36, 37, 38, 39 and 40 as shown on Plat No. 1 of a subdivision of part of the property of Thomas A. Tydings which Plat is filed among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-8, folio 3, now Plat Book 19, folio 27. The improvements thereon are known as No. 7741 Baltimore and Annaplis Boulevard.

SAVING AND EXCEPTING however so much of the above property as was conveyed to Anne Arundel County, Maryland by Deed dated September 9, 1978 and recorded in Liber W.G.L. No. 3128, page 57.

BEGINNING FOR THE SECOND at the beginning of the whole tract of land which by Deed dated the 24th day of March, 1909, and recorded among the Land Records of Anne Arundel County aforesaid, in Liber G.W. No. 70, folio 238 &c., was conveyed by Charles A. Robinson to Charles E. Wehrheim and wife; and running thence on the outlines of said whole tract of land south nine and three fourths degrees west twenty-four and six tenths perches to a stone; north sixty-three and one-fourth degrees west fifty and one-half perches to a stone now planted; thence north twenty six degrees east forty-two and one-half perches to the centre of the Annapolis Short Line Railroad; thence in the centre thereof south twenty-eight degrees east nine and six-tenths perches to intersect the fifth line of said whole tract of land; thence bounding on the outlines thereof south nine and three-fourths degrees west eight and seven-tenths perches to a stone; south fifty-five degrees east thirty-four perches to the beginning; the above description contains six and ninety-eight one-hundredths acre of land more or less, being the net acreage after deducting the acreage occupied by the Annapolis and Baltimore Short Line Railroad Company, which runs through the land, and which the said Annapolis and Baltimore Short Line Railroad Company acquired by Deed from Charles A. Robinson and others, dated February 9th, 1886 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 27, folio 542 etc., the above description is according to a survey and plat made March 19th, 1909 by Thomas H. Disney.

549 511

279486

FINANCING STATEMENT

1. X To Be Recorded among the Financing Statement Records of Anne Arundel County.

2. _____ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.

3. X Not Subject to Recordation Tax.

4. _____ The principal amount of of this debt is $99,745.00 of which sum $ -0- is subject to the Recordation Tax.

5. Debtor Name	Address
CHESAPEAKE PAINTS, INC.	429 Benfield Road Severna Park, Maryland 21146
6. Secured Party	**Address**
Farmers National Bank of Maryland	5 Church Circle Annapolis, Maryland 21401

GK

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. **Inventory.** All of the inventory of the Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of the 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. **Leasehold Improvements.** Leasehold improvements of the Debtor, both now owned and hereafter acquired, which is located at, or is affixed, or is to be affixed to the property known as 1991 Moreland Parkway, Annapolis, Maryland 21401 and/or 584 Benfield Village Shopping Center, Severna Park, Maryland 21146.

DEBTOR:	SECURED PARTY:
CHESAPEAKE PAINTS, INC., a Maryland corporation	FARMERS NATIONAL BANK OF MARYLAND
By: _____ (SEAL) HARRY C. GOUDY, III, President	BY: _____ (SEAL) TWAUN D. OAKES, Vice President

Mr. Clerk: Please return to:
Manis, Wilkinson, Snider & Goldsborough, Chartered
Attn: Pat Weiss
P.O. Box 1911
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P.O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263 8855

FN1.519

C89-12-023

AFTER RECORDING MAIL TO:
CAPITOL TITLE INSURANCE AGENCY INC.
2101 Defense Highway Suite 1
Crofton, MD. 21114

liber 549 folio 515

279500

Financing Statement

Record in:

☐ Not Subject to Recordation Tax

☒ Subject to Recordation Tax;
Principal Amount is $2,000,000.
Tax Paid with Deed of Trust Recording

☐ To Be Recorded in Land Records of _____

☐ SDAT

☒ Anne Arundel County

☐ Other _____

NAME	ADDRESS		
1. Debtor(s)	Street	City	State
R. Scott, Limited,	1061 Turkey Point Road,	Edgewater,	MD 21037
Bay View Marina,	1061 Turkey Point Road,	Edgewater,	MD 21037

2. Secured Party:

CHASE BANK OF MARYLAND
10 East Baltimore Street
Baltimore, Maryland 21202
Attn: Gary W. Tyrrell

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 machinery, equipment (including automotive equipment), fixtures, appliances, implements, furniture, cooling and heating apparatus, and all such goods of similar nature used in, or in connection with, any real estate or establishment owned, leased, or in the possession of the Debtor, in the operation of the Debtor's business, now owned or hereafter acquired, together with all the appurtenances or parts thereto belonging, or which hereafter may be added or attached thereto, and all replacements, substitutions therefor or thereto.

☒ Inventory, Etc. - All inventory, documents of title and general intangibles of the Debtor, including but not limited to, income tax refunds, copyrights, license rights, patent rights, trademarks and good will, now existing or hereafter arising.

☒ Accounts Receivable, Etc. - All accounts, contract rights, instruments, chattel paper and general intangibles of the Debtor, including but not limited to, income tax refunds, copyrights, license rights, patent rights, trademarks and goodwill now existing or hereafter arising.

☒ All Personal Property - All of the assets, real or personal, tangible or intangible, cash or non-cash, wheresoever located, of the Borrower, whether now owned or therafter acquired by the Borrower, together with all substitutions therfor, and all replacements and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto.

C89-12-023

BOOK 549 PAGE 516

☐ Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

If none of the foregoing boxes are checked, this Financing Statement applies to all of the above types of property.

☐ 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.

December 21, 1989
(Date Signed by Debtor(s))

DEBTOR(S):

R. Scott, Limited
d/b/a Bay View Marina

By: _____

Robin Thompson, President
(Type Name)

_____
(Title)

AFTER RECORDING MAIL TO:
CAPITOL TITLE INSURANCE AGENCY INC
2101 Defense Highway Suite 1
Crofton, MD. 21114

BOOK 549 PAGE 517

279501

Financing Statement

Record in:

☐ Not Subject to Recordation Tax

☒ XX Subject to Recordation Tax;
Principal Amount is $2,000,000.
Tax Paid with Deed of Trust Recording

☐ To Be Recorded in Land Records of _____

☐ SDAT

☒ Anne Arundel County

☐ Other _____

NAME		**ADDRESS**	
1. Debtor(s)	Street	City	State
Marine Equipment Corporation of America	1061 Turkey Point Rd.	Edgewater, MD	21037

2. Secured Party: **CHASE BANK OF MARYLAND**
10 East Baltimore Street
Baltimore, Maryland 21202
Attn: Gary W. Tyrrell

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:

☒ XX All Equipment - All machinery, equipment (including automotive equipment), fixtures, appliances, implements, furniture, cooling and heating apparatus, and all such goods of similar nature used in, or in connection with, any real estate or establishment owned, leased, or in the possession of the Debtor, in the operation of the Debtor's business, now owned or hereafter acquired, together with all the appurtenances or parts thereto belonging, or which hereafter may be added or attached thereto, and all replacements, substitutions therefor or thereto.

CK

☒ XX Inventory, Etc. - All inventory, documents of title and general intangibles of the Debtor, including but not limited to, income tax refunds, copyrights, license rights, patent rights, trademarks and good will, now existing or hereafter arising.

☒ XX Accounts Receivable, Etc. - All accounts, contract rights, instruments, chattel paper and general intangibles of the Debtor, including but not limited to, income tax refunds, copyrights, license rights, patent rights, trademarks and goodwill now existing or hereafter arising.

☒ XX All Personal Property - All of the assets, real or personal, tangible or intangible, cash or non-cash, wheresoever located, of the Borrower, whether now owned or therafter acquired by the Borrower, together with all substitutions therfor, and all replacements and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto.

This Financing Statement does not cover a 1977 Case 580C Loader/ Backhoe Serial Number 8957620.

C89-12-023
AFTER RECORDING MAIL TO:
CAPITOL TITLE INSURANCE AGENCY
2101 Defense Highway Suite 1
Crofton, MD. 21114

BOOK 549 PAGE 518

☐ Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

If none of the foregoing boxes are checked, this Financing Statement applies to all of the above types of property.

☐ 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.

December 21, 1989
(Date Signed by Debtor(s))

DEBTOR(S):

Marine Equipment Corporation
of America

By:_____

Robin Thompson, President
(Type Name)

_____
(Title)

C89-12-023
AFTER RECORDING MAIL TO:
CAPITOL TITLE INSURANCE AGENCY INC.
2101 Defense Highway Suite 1
Crofton, MD. 21114

BOOK 549 PAGE 519

279562

Financing Statement

Record in:

☐ Not Subject to Recordation Tax

☒ Subject to Recordation Tax;
Principal Amount is $2,000,000.
Tax Paid with Deed of Trust Recording

☐ To Be Recorded in Land Records of _____

☐ SDAT

☒ Anne Arundel County

☐ Other _____

NAME	ADDRESS		
1. Debtor(s)	Street	City	State
Bay View Holding Corporation,	1061 Turkey Point Rd.,	Edgewater,	MD 21037

2. Secured Party:

CHASE BANK OF MARYLAND
10 East Baltimore Street
Baltimore, Maryland 21202
Attn: Gary W. Tyrrell

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 machinery, equipment (including automotive equipment), fixtures, appliances, implements, furniture, cooling and heating apparatus, and all such goods of similar nature used in, or in connection with, any real estate or establishment owned, leased, or in the possession of the Debtor, in the operation of the Debtor's business, now owned or hereafter acquired, together with all the appurtenances or parts thereto belonging, or which hereafter may be added or attached thereto, and all replacements, substitutions therefor or thereto.

☒ Inventory, Etc. - All inventory, documents of title and general intangibles of the Debtor, including but not limited to, income tax refunds, copyrights, license rights, patent rights, trademarks and good will, now existing or hereafter arising.

☒ Accounts Receivable, Etc. - All accounts, contract rights, instruments, chattel paper and general intangibles of the Debtor, including but not limited to, income tax refunds, copyrights, license rights, patent rights, trademarks and goodwill now existing or hereafter arising.

☒ All Personal Property - All of the assets, real or personal, tangible or intangible, cash or non-cash, wheresoever located, of the Borrower, whether now owned or therafter acquired by the Borrower, together with all substitutions therfor, and all replacements and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto.

C89-12-023

BOOK 549 PAGE 520

☐ Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

If none of the foregoing boxes are checked, this Financing Statement applies to all of the above types of property.

☐ 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.

DEBTOR(S):

Bay View Holding Corporation

December 21, 1989
(Date Signed by Debtor(s))

By: _____

Robin Thompson, President
(Type Name)

_____
(Title)

Prescott

TO BE RECORDED: LIBER 549 PAGE 521

279502

____ Among the Land Records of Baltimore County

____ Among the Financing Statement Records of Baltimore County

____ Among the Records of the State Department of Assessments and Taxation of Maryland

X Among the Financing Statement Records of Anne Arundel County

Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland. The appropriate amount of documentary stamps, if any, are or will be affixed to an Indemnity Deed of Trust, Assignment of Rents, and Security Agreement (the "Deed of Trust") recorded or to be recorded among the Land Records of Baltimore County, Maryland and given as security for the same loan.

Principal Amount is $2,047,000.00

INDEMNITY FINANCING STATEMENT

1.	Debtor:/Guarantor	Address:
	Pikesville North Apartment Company, a Maryland General Partnership	2613 Cabover Drive Hanover, MD 21076
2.	Secured Party:	
	MARYLAND NATIONAL MORTGAGE CORPORATION	7 East Redwood Street P.O. Box 17006 MS 40-01-18 Baltimore, MD 21203
	and	
	Edward J. Murn, Trustee for the Lender Ronald L. Bastek, Trustee for the Lender	

[redacted] FEE 26.00

CK [redacted] 50

[redacted] SCHAFER CIRCUIT COURT

3. This Financing Statement covers, and the Debtor/Guarantor grants to the Secured Party a security interest in all of Debtor/Guarantor's right, title and interest in the following collateral:

(a) all buildings, improvements and tenements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property referred to in

26 50

paragraph 6, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in the above-referred to Deed of Trust of even date herewith given by Debtor/Guarantor to Edward J. Murn and Ronald L. Bastek, Trustees for Lender, and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof. The Debtor/

Guarantor is the record owner of the said real property.

Debtor/Guarantor: BOOK 549 PAGE 523

PIKESVILLE NORTH APARTMENT COMPANY
A Maryland General Partnership

By: _____(SEAL)
Philip E. Ratcliffe
General Partner

Dated: December 19, 1989

ASSIGNMENT

The Secured Party assigns all of its right, title and interest in and to the within Financing Statement, and all of the collateral held hereunder, including the proceeds hereof, unto the following party:

Federal National Mortgage Association
c/o Maryland National Mortgage Corporation
7 East Redwood Street
P.O. Box 17006, M.S. 40-01-18
Baltimore, Maryland 21203

Secured Party:
MARYLAND NATIONAL MORTGAGE CORPORATION

By: _____(SEAL)
Edward J. Murn
President

_____(SEAL)
Edward J. Murn, Trustee

_____(SEAL)
Ronald L. Bastek, Trustee

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

BOOK 549 PAGE 524

Kevin J. Kelehan, Esquire
Reese and Carney
10715 Charter Drive
Columbia, MD 21043
42208/8564

C6b:mnmc\kjk\prescott.fst

"EXHIBIT A"

FOLIO 549 PAGE 525

File No. 1892466

DESCRIPTION
4.3155 ACRE PARCEL
"PIKESVILLE NORTH"

Policy No.: 443-214360

OLD COURT ROAD AND BALTIMORE BELTWAY
BALTIMORE COUNTY, MARYLAND

BEGINNING on the northwest side of Old Court Road, 70 feet wide, at the beginning of the 0.235 acre parcel of land which by deed recorded or intended to be recorded among the Land Records of Baltimore County was conveyed by Pikesville North Apartment Company to the Mass Transit Administration of the Department of Transportation of the State of Maryland, said place of beginning being distant 122.63 feet as measured in a southwesterly direction along said northwest side of Old Court Road from the beginning of the 13th line of the first parcel of land described in the confirmatory deed between Harry Lynn and Maury Young, and Pikesville North Apartment Company dated February 24, 1975, and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5526, page 941, running thence binding on the northwest side of said Old Court Road, referring all courses of this description to the Grid Meridian of the Baltimore County Metropolitan District (1) southwesterly by a curve to the right with a radius of 1,238.24 feet, the arc distance of 868.86 feet, the chord of said arc being South 67 degrees 41 minutes 58 seconds West 851.15 feet to a point 45 feet north of Station 20+43.64 as shown on Maryland State Roads Commission Plat No. 47642, thence binding on the north, east and southeast right of way lines as shown on said plat, three courses: (2) North 81 degrees 49 minutes 00 seconds West 174.62 feet, (3) North 08

549 526

degrees 29 minutes 44 seconds East 65.73 feet, and (4) North 68 degrees 07 minutes 45 seconds East 19.23 feet to the beginning of the second line of said land referred to in Liber E.H.K., Jr. 5526, page 941, thence binding on the 2nd through the 8th lines of said land, seven courses: (5) North 68 degrees 07 minutes 45 seconds East 381.48 feet, (6) North 21 degrees 52 minutes 15 seconds West 53.36 feet, (7) North 66 degrees 40 minutes 40 seconds East 107.77 feet, (8) North 60 degrees 08 minutes 35 seconds East 111.31 feet, (9) South 23 degrees 28 minutes 45 seconds East 71.59 feet, (10) North 68 degrees 07 minutes 45 seconds East 143.74 feet, (11) North 63 degrees 33 minutes 45 seconds East 113.82 feet, thence binding on a part of the 9th line of said land referred to in Liber E.H.K., Jr. No. 5526, page 941, (12) South 88 degrees 18 minutes 30 seconds East 61.81 feet, to a point distant 34.18 feet from the end of said 9th line and to the end of the 1st line of the land conveyed to the Mass Transit Administration first herein referred to, thence running and binding reversely on said last mentioned line (13) South 37 degrees 38 minutes 36 seconds East 126.92 feet to the place of beginning.

CONTAINING 4.3155 acres of land.

Job Order No. 09-83027A June 24, 1985

Work Order No. 7046

Baltimore County Tax ID No. 02-19-00-012055.

PTP/aeb

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

To be recorded among the Financing Statement Records of Anne Arundel County.

2-114017-03

BOOK 549 PAGE 527

RETURN TO:
CHICAGO TITLE INSURANCE
COMPANY OF MARYLAND
110 ST. PAUL ST.
BALTIMORE, MD. 21202

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271342

RECORDED IN BOOK 522 **PAGE** 210 **ON** 1/19/88 **(DATE)**

1. DEBTOR

Name 7250 Limited Partnership

Address 7250 Parkway Drive, Hanover, MD 21076

2. SECURED PARTY

Name Equitable Bank, National Association

Address 100 South Charles Street, Baltimore, MD 21201

N/A

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) January 1, 2000

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 XX
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: All shown on Financing Statement. *Also

D. Other: ..... ☐
(Indicate whether amendment, termination, etc.)

Assignee:
The Great-West Life Assurance Company
100 Osborne Street North
Winnipeg, Manitoba
Canada R3C 3A5

Please return original to:
Dennis C. Brady, Esquire
O'Malley, Miles & Harrell
P. O. Box 900
Upper Marlboro, MD 20772

RECORD FEE 10.00
POSTAGE .50
#542640 CTTT R03 T09:07
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

* See Exhibit "A" attached hereto.

Equitable Bank National Association

Dated 12/19/89 **By:** _____
(Signature of Secured Party)

William E. Eyring, Jr.-Vice President
Type or Print Above Name on Above Line

7250 Limited Partnership

By: EMORY HOLDINGS II LIMITED PARTNERSHIP
General Partner

By: _____
R. Clayton Emory

12.50 10.50

UCC 3 MARYLAND

PRINTED BY JULIUS BLUMBERG, INC.

Exhibit "A"
Description of Property

Lot 28B-R as shown on the Plat entitled "Lots 28B-R and 31R, Section Eleven, Parkway Industrial Center" which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 110, Folio 34 as Plat No. 5709.

Together with benefits of Easement granted pursuant to Reciprocal Cross Easement Agreement dated January 4, 1988, by and between Emory Hill McConnell Limited Partnership and 7250 Limited Partnership and recorded among Land Records of Anne Arundel County, Maryland, at Liber 4545, folio 512.

FOR TITLE SEE THE FOLLOWING:

1. Deed dated December 18, 1987 recorded among the Land Records of Anne Arundel County in Liber 4533, Folio 550 from Parkway Industrial Center Limited Partnership.

2. Deed dated January 18, 1988 recorded among the Land Records of Anne Arundel County in Liber 4554, Folio 665 from Emory, Hill, McConnell Limited Partnership.

BOOK 549 PAGE 529

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 532 Page No. 583

Identification No. 274765 Dated 10/03/88

1. Debtor(s)
Hardin-Huber, Inc.
Name or Names — Print or Type
1230 Cronson Blvd. A.A. Crofton, Md. 21114
Address — Street No., City - County State Zip Code

2. Secured Party
First National Bank of Maryland
Name or Names — Print or Type
18 West Street, A.A., Annapolis, Md. 21401
Address — Street No., City - County State Zip Code

3. Maturity Date (if any)

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Address Change:

6720 Fort Smallwood Road
Baltimore, Md. 21226

DJ

RECORD FEE 10.00
POSTAGE .50
#5427G0 CTTT R03 T09:17
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR

Hardin-Huber, Inc.

Michael Huber, President
(Signature)

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Catherine L. Damasio
(Signature of Loan Officer)
Catherine L. Damasio, Asst. V.P.
(Print Name and Title)

(Address)

10.50

BOOK 549 PAGE 530

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 543 Page No. 137

Identification No. 277836 Dated 07/06/89

1. Debtor(s)

Hardin-Huber, Inc.
Name or Names — Print or Type
2126 Espey Court, A.A. Crofton, Md. 21114
Address — Street No., City - County, State, Zip Code

2. Secured Party

First National Bank of Maryland
Name or Names — Print or Type
18 West Street, A.A. Co., Annapolis, Md. 21401
Address — Street No., City - County, State, Zip Code

3. Maturity Date (if any) _____

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Change Address: 6720 Fort Smallwood Road
Baltimore, Md. 21226

DJ

RECORD FEE 10.00
POSTAGE .50
#542770 CTTT R03 T09:1T
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR

Hardin-Huber, Inc.

(Signature)

Michael Huber, President

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

(Signature of Loan Officer)

Catherine L. Damasio, Asst. V.P.

(Print Name and Title)

(Address)

185

BOOK 549 PAGE 531

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 536 Page No. 20

Identification No. 275818 Dated 12/22/88

Hardin-Huber, Inc.

1. Debtor(s) { Name or Names — Print or Type: 1230 Cronson Blvd., A.A. Co., Crofton, Md. 21114
Address — Street No., City - County, State, Zip Code

First National Bank of Maryland

2. Secured Party { Name or Names — Print or Type: 18 West Street, A.A. Co., Annapolis, Md. 21401
Address — Street No., City - County, State, Zip Code

3. Maturity Date (if any) _____

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Change Address: 6720 Fort Smallwood Road
Baltimore, Md. 21226

DJ

RECORD FEE 10.00

POSTAGE .50

#542780 CTTT R03 T09:17
12/28/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR

Hardin-Huber, Inc.

Michael Huber, Pres.
(Signature)

Michael Huber, Pres.

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Catherine L. Damasio
(Signature of Loan Officer)

Catherine L. Damasio, Asst. V.P.
(Print Name and Title)

(Address)

1D.8

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 540 Page No. 285

Identification No. 277035 Dated 04/20/89

1. Debtor(s) { Hardin-Huber, Inc.
Name or Names — Print or Type
1230 Cronson Blvd., A.A. Co., Crofton, Md. 21114
Address — Street No., City - County, State, Zip Code

2. Secured Party { First National Bank of Maryland
Name or Names — Print or Type
18 West Street, A.A. Co., Annapolis, Md. 21401
Address — Street No., City - County, State, Zip Code

3. Maturity Date (if any) _____

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Address Change: 6720 Fort Smallwood Road
Baltimore, Md. 21226

DJ

RECORD FEE 10.00
POSTAGE .50
#542790 CTTT R03 T09:17
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR

Hardin-Huber, Inc.

(Signature)
Michael Huber, Pres.

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

(Signature of Loan Officer)
Catherine L. Damasio, Asst. V.P.
(Print Name and Title)

(Address)

1550

BOOK 549 PAGE 533

ANNE ARUNDEL COUNTY

279503

PURCHASE MONEY
FINANCING STATEMENT

☐ Not subject to recordation tax
☒ Subject to recordation tax on principal amount of $.~~XXXXX~~...$11,000.

1. Name of Debtor(s): Hunt Reporting Co.,Inc.
Address: 99 McKinsey Road
Severna Park, Maryland 21146

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
Address: ~~3701 Georgia Avenue~~
~~Silver Spring, Maryland 20910~~
Severna Park Branch
601 Ritchie Hwy.
Severna Park, Maryland 21146

3. This Financing Statement covers the following types (or items) of property:
New Savin Photocopy Machine Model #7065 Serial #9380504497 with Sorter Serial #94706001823 and Large Capacity Tray Serial #9570301387 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 replacemnets for and products of any of the foregoing property and proceeds of any and all of the foregoing property.

RECORD FEE 11.00
RECORD TAX 77.00
POSTAGE .50
#542840 C777 R03 T09:21
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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): Hunt Reporting Co., Inc.

X .....

President/Treasurer

Geoffrey L. Hunt

.....

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Secured Party:

1st AMERICAN BANK OF MARYLAND

By: .....

John W. Kemp, Jr. - Branch Officer
(Type Name and Title)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

045-580/1 Rev. 12/78

BOOK 549 PAGE 534

279504

FINANCING STATEMENT

☐ Not subject to recordation tax
☒ Subject to recordation tax on principal amount of $12,900.00

1. Name of Debtor(s): John J. Mosca
Address: Beth L. Mosca
1318 Tar Cove Road
Pasadena, MD 21122

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

See " Schedule A "

RECORD FEE 12.00
POSTAGE .50
CK #542860 CTTT R03 T09:22
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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):

John J. Mosca

Beth L. Mosca

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Keith J. Zickar

Keith J. Zickar Asst. Vice Pres.
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

**UNDER PENALTY OF PERJURY WE HEREBY CERTIFY THAT RECORDATION TAXES IN THE AMOUNT OF $41.91 was paid in the offices of the State of Maryland, DEPARTMENT OF ASSESSMENTS AND TAXATION

045-580/2 Rev 5-79

SCHEDULE A

BOOK 549 PAGE 535

1 3042 Decade Wall Mount
1 Priority Standard
1 Doctor's Stool 1600
1 Assistant Stool 1620
1 2642 Oregon Cart
1 Special top for Oregon Cart
1 Ceiling mount light

December 19, 1989

John J. Mosca

Beth L. Mosca

Beth L. Mosca

LIBER 549 PAGE 536

279563

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor	**Mailing Address**
Janet L. Getson	Chesapeake Mobile Court #79 Hanover, Maryland 21076

RECORD FEE 11.00
POSTAGE .50
#542870 C777 R03 T09:22
GK 12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

SECURED PARTY

John Hanson Savings Bank FSB — **809 Gleneagles Court, Suite 201, Towson, Maryland 21204**

1. **This Financing Statement covers the following types (or items) of property (the collateral).**
   NEW 1990, Imperial Homes Corp., "Regal" Print 2401, Desert Sand, 60 X 24, Serial # IH903286AB Mobile Home

2. **Proceeds and products of the collateral are also specifically covered.**

3. **Mr. Clerk: Mail instrument to secured party named above at the address stated.**

Debtor
x Janet L. Getson

Secured Party
JOHN HANSON SAVINGS BANK FSB

By Kathryn Ruley

NOTE: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc. **, which has been assigned to John Hanson Savings Bank FSB.**

11/80

BOOK 549 PAGE 537

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279505

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. **SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to 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 Paul W. Scott

Address 1052 Bayard Rd Lothian, Maryland 20711

2. SECURED PARTY

Name Outdoor Power

Address 436 Chinquapin Round Rd Annapolis, Md 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Used John Deere 950 MFWD Tractor S/N 021790

1 Used John Deere 75 Loader S/N 015446

RECORD FEE 11.00
POSTAGE .50
#542890 C777 R03 T09:23
12/28/89
CK
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)

Paul W. Scott
(Signature of Debtor)

Paul W. Scott
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

11.50

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

BOOK 549 PAGE 538

FINANCING STATEMENT FORM UCC-1

Identifying File No ~~279506~~

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. **SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tnx indicate nmount of taxable debt here. $_____

If this stntement is to be recorded in lnnd records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ralph A. Manuel

Address P.O. Box 118 Dunkirk, Maryland 20754

2. SECURED PARTY

Name Outdoor Power

Address 1915 Lincoln Dr.
Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
POSTAGE .50
#542080 CTTT ROJ T09:23
12/28/89
OK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 670 MFWD Tractor--- S/N 001318
New John Deere 60 Loader --- S/N 110675
New John Deere 60" Mower --- S/N 595695

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collaternl are also covered)

☐ (Products of collateral are also covered)

Ralph A Manuel
(Signature of Debtor)

Ralph A. Manuel
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Outdoor Power (JEB)
(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

11 5.50

PRINTED BY JULIUS BLUMBERG, INC.

F-207

EBR 549 PAGE 539

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279507

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 0

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 12-5-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Farm Fresh

Address 6 Hammonds Lane, Baltimore,Md. 21225

2. SECURED PARTY

Name **HOBART CORPORATION**

Address **Executive Offices Troy, Ohio 45374**

RECORD FEE 11.00
#542900 C7TT R03 T09:24
12/28/89
H. ERLE SCHAFER
AA 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)

Five (5) ES5-3 Steamers
Five (5) Sets of Legs

CONDITIONAL SALES CONTRACT
Secured Party is Seller

[redacted] #204537 Annapolis

CHECK [X] THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Alice J. Grigsby Attorney in Fact
(Signature of Debtor) Alice J. Grigsby

Farm Fresh
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Janice E. Lassiter
Type or Print Above Signature on Above Line

Janice E. Lassiter

UCC-1 STATE OF MARYLAND

LIBER 549 PAGE 540

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)

Stammer's Marine Center, Inc.
8938 Ft. Smallwood Road
Pasadena, MD 21121

2. Secured Party(ies) and address(es)

AT&T Credit Corporation
P.O. Box 88178
Seattle, WA 98138

For Filing Officer (Date, Time and Filing Office)

DJ

RECORD FEE 10.00
POSTAGE .50
#542920 CTTT R03 T09:33
12/28/89

4. This statement refers to original Financing Statement bearing File No. 277101

Filed with Clrk of Anne Arundel County Crt Date Filed 4/28 19 89

H. EDLE SCHAFER
AA CO. CIRCUIT COURT

5. ☐ **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is 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 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ **Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ **Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

No. of additional Sheets presented:

AT&T Credit Corporation

By: R.R. Campbell
Signature(s) of Secured Party(ies)

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

BOOK 549 PAGE 541

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279508

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Leasetec Corporation
Address 1401 Pearl Street
Boulder, CO 80302

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.

RECORD FEE 13.00
POSTAGE .50
#342930 C777 R03 T09:33
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Attachment I, which includes Telephone and related call accounting equipment, consisting of but not limited to, computer equipment listed on Master Lease No. M-I01, Schedule 16 for Innkeepers' Telemanagement & Equipment Corporation.

(ITEC #5C)

(Anne Arundel)

Name and address of Assignee

"Does not create Security Interest"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Leasetec Corporation
(Signature of Debtor)

Alex Merrell, Manager
Type or Print Above Name on Above Line

A Merrell
(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation
(Signature of Secured Party)

Type or Print Above Signature on Above Line

356

SOCIÉTÉ GÉNÉRALE
FINANCIAL CORPORATION

BOOK 549 PAGE 542

MLA # M-101
Schedule (s) 16

ATTACHMENT I
TO
UCC-1 FINANCING STATEMENT
EXECUTED BY
Leasetec Corporation, AS DEBTOR
AND
SOCIETE GENERALE FINANCIAL CORPORATION, AS SECURED PARTY

1. All of the following equipment and inventory and all replacements and substitutions thereto and therefore, whether now owned or hereafter acquired, which is or may become subject to the Lease Agreement dated March 14, 1989 between Leasetec Corporation, as lessor ("Lessor") and Innkeepers' Telemanagement & Equipment Corp. as lessee ("Lessee") (hereinafter referred to as the "Lease"), as the Lease may hereafter be amended or supplemented from time to time, and all of Debtor's contract and other rights against any manufacturer or vendor of such equipment and inventory relating to warranties and indemnifications of every kind:

Quantity	Description	Model/Feature	Serial Number

----------SEE ATTACHED SCHEDULE A----------

Equipment Manufacturer: Innkeepers' Telemanagement & Equipment Corp.

Equipment Location: Hospitality House of Annapolis
Hilton Inn, Annapolis, MD

2. All leases and agreements for use of the equipment and inventory described in Paragraph 1 above, including, without limitation, the Lease (which has heretofore been assigned by Lessor to Debtor), and all schedules, supplements, amendments, modifications, renewals, extensions, and guaranties thereof, whether now owned or hereafter acquired, and all amounts rentals, proceeds and other sums of money due or to become due thereunder, whether now or hereafter in effect.

3. All purchase and other agreements pursuant to which Debtor obtained interests in the foregoing from the Lessor and all rights thereunder (including without limitation rights under remarketing agreements).

4. All proceeds of the foregoing, including, without limitation, all rentals, income and profits in respect of the equipment referred to in Paragraph 1 above, whether under the Lease or otherwise, all credits granted by any manufacturer or vendor with respect to the return of any item of such equipment or inventory, and the proceeds of any insurance payable with respect to such equipment or inventory.

EXHIBIT A

EQUIPMENT SCHEDULE NO. 16 TO EQUIPMENT LEASE AGREEMENT NO. M-101 DATED MARCH 14, 1989, BETWEEN THE UNDERSIGNED PARTIES.

LESSOR: Address:	Leasetec Corporation (herein called "Lessor") 1401 Pearl Street, Boulder, Colorado 80302
LESSEE:	Maher-ITEC, Inc. (herein called "Lessee")
Lessee's Address:	6655 West Mill Road, Milwaukee, Wisconsin 53218
Name of Customer:	Hospitality House of Annapolis
Equipment Location:	Hilton Inn, Annapolis, MD

1. RENTAL TERM: 78 Months

2. RENTAL PAYMENTS: 78 Payments of $ 1,563. each, payable monthly in advance

3. RENTAL PAYMENT DATES: First day of each month

4. ADVANCE RENTAL PAYMENTS: Last Monthly Rental Payment shall be delivered to Lessor on the Rental Start Date.

5. EQUIPMENT DESCRIPTION:

1 Hitachi EDX	269 Ports

6. SECURITY DEPOSIT: $0

7. TERMS AND CONDITIONS: The terms and conditions of the above-referenced Equipment Lease Agreement are incorporated herein and apply to the lease of the Equipment described herein. As stated in the Equipment Lease Agreement, Lessee hereby assigns to Lessor the Telephone Service Agreement and all Service Proceeds (as defined therein) with respect to the Equipment, as security for payment of all amounts due thereunder. In addition, the following attachments apply to this Equipment Schedule only: None. THIS EQUIPMENT SCHEDULE WILL BECOME EFFECTIVE ON THE DATE ACCEPTED BY LESSOR ("EFFECTIVE DATE").

By execution hereof, the signer hereby certifies that he is duly authorized to execute this on behalf of Lessee:

LESSEE: MAHER-ITEC, INC.

By: _____
Name: Bruce D. Maher
Title: Chairman

Accepted by Lessor as of March 20, 1989:

LEASETEC CORPORATION

By: _____
Name: George M. Merriman
Title: Exeuctive Vice President

EXHIBIT A-24

BOOK 549 PAGE 544

REPORT DATE 03/03/88

SCHEDULE A
ANNAPOLIS HILTON INN
ANNAPOLIS, MD 21401

A Hitachi EDX telecommunications system and related customer premises equipment, including the following:

EQUIPMENT DESCRIPTION	PART #	QTY
HITACHI EDX	1301-010	1
RELEASE 4.2 SOFTWARE	4.2	1
8-CKT ANALOG LINE CARDS	1301-060	20
4CKT INTELISET LINE CARDS	1301-080	6
4-CKT TRUNK CARDS	1301-070	6
ATTENDANT CONSOLE (ADDI)	1301-160	1
VIDEO DISPLAY UNITS	1301-270	1
INTELISETS	1301-090	21
MESSAGE WAITING	1301-170	135
AUTO WAKE-UP W/ANNOUNCEMENT	1301-350	135
BATTERY BACK-UP	1301-400	2
AUDIT TRAIL PRINTER	1301-250	1
INTEGRATED CALL ACCT.	1301-013	1
EXPANSION SHELF I	1301-020	1
EXPANSION SHELF II	1301-030	1
PMS INTERFACE	1301-230	1
SURGE PROTECTION	1301-440	4
REMOTE POLLING PCKG-MOD/CAB	N/A	1
SINGLE LINE MAXIPLUS DP/MW	5506-802	114
SINGLE LINE MAXIPLUS TAP	5506-805	20
FACEPLATES	9200-230	100
FACEPLATES	9200-240	80
COMDIAL 2 LINE SETS	506-753	20
S.L.-MINI-WALL	5506-753	19

BOOK 549 PAGE 545

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)

ELLIS THOMAS F.
1058 LOWER PINDELL
LOTHIAN MD 20711
044322550 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) 26JUL97

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 487-194-257528

Filed with ANNE ARUNDEL MD Date Filed 26JUL85

5 [ ] **CONTINUATION** - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective

6 [X] **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** - Secure Party releases the collateral described in Item 10 from the financing statement bearing file number shown above

DJ

RECORD FEE 10.00
POSTAGE .50
#542950 CTTT R03 T09:37
12/28/89

10

Number of Additional Sheets Presented

TO: CLERK OF CIRCUIT CRT
% UCC DIVISION H. ERLE SCHAFER
ANNE ARUNDEL COUNTY CIRCUIT COURT
ANNAPOLIS MD AA CO 21401

20DEC89

JOHN DEERE COMPANY

By: D. L. Walters Director, Installment Finance - For
Signature(s) of Secured Party(ies)

By:
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

[ ] JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
[X] JOHN DEERE COMPANY

FILING OFFICER COPY – ALPHABETICAL STANDARD FORM — FORM UCC-3

1050

549 PAGE 546

279509

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)

Publicall Corporation
1511 Ritchey Highway
Arnold, MD 21012

2. Secured Party(ies) and address(es)

Harvey Kimmel
719 Iron Post Road
Moorestown, NJ 08057

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
RCD 10:38
12/28/69
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

See Appendix A Attached.

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:

PUBLICALL CORPORATION

By: _____ President
Signature(s) of Debtor(s) Title

HARVEY KIMMEL

By: Harvey Kimmel
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical 11/50 **STANDARD FORM - FORM UCC-1.** (For Use In Most States)

APPENDIX A

Collateral

"Collateral" means (A) all fixtures and all tangible and intangible personal property of the Debtor, whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest, including without limitation, all machinery, equipment, motor vehicles, furniture, furnishings, tools and goods; all accessions, additions and improvements thereto, and substitutions or replacements therefore and all proceeds and products therefor, including casualty and other insurance proceeds; (B) all of the Debtor's right under all present and future authorizations, permits, licenses, leases, franchises, contracts and agreements issued or granted to or entered into by the Debtor from time to time hereafter and all proceeds thereof; (C) all accounts, accounts receivable, other receivables, contract rights, chattel paper, and general intangibles of the Debtor (including, without limitation, goodwill, patents, trademarks, trade names, blueprints, designs, product lines and research and development), whether now owned or hereafter acquired by the Debtor or in which the Debtor may now or hereafter acquire an interest and all proceeds thereof; (D) all instruments, documents of title, policies and certificates of insurance, securities, bank deposits, checking accounts and cash now or hereafter owned by the Debtor and all proceeds thereof; (E) all inventory, including all merchandise, raw materials, work in process, finished goods, and supplies, now or hereafter owned by the Debtor; all accessions, additions and improvement thereto, and substitutions or replacements therefor; and all proceeds and products thereof, including casualty and other insurance proceeds; (F) all books records and documents relating to all of the foregoing.

FOLIO 549 PAGE 548

FINANCING STATEMENT

Not Subject to Recordation Tax

279510

Name of Debtor	**Mailing Address**
Samuel T. Bolin Sandra E. Bolin	7959 Telegraph Road #110 Severn, Maryland 21144

SECURED PARTY

John Hanson Savings Bank FSB	**809 Gleneagles Court, Suite 201 Towson, Maryland 21204**

1. **This Financing Statement covers the following types (or items) of property (the collateral).**

   USED 1982, Liberty Homes, Oakbrook, Mobile Home
   70 X 14, Serial # 08-L-51067

2. **Proceeds and products of the collateral are also specifically covered.**

3. **Mr. Clerk: Mail instrument to secured party named above at the address stated.**

RECORD FEE 12.00
POSTAGE .50
#543010 CTTT R03 T09:45
12/28/87
GK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor

X Samuel T. Bolin

X Sandra E. Bolin

Secured Party

JOHN HANSON SAVINGS BANK FSB

By Kathryn Riley

NOTE: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc. **which has been assigned to John Hanson Savings Bank FSB.**

1250

Anne Arundel County
C-02-07774-1

BOOK 549 PAGE 549

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279511

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 43,000.00

If this statement is to be recorded in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of $301.00.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. **DEBTOR**

Name Branham, John E.

Address 8133 Hog Neck Road Pasadena, MD 21122

2. SECURED PARTY

Name Orix Credit Alliance, Inc.

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
RECORD TAX CK 301.00
POSTAGE .50
#543150 CTTT R03 T09:58 12/28/89
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)

John E. Branham
(Signature of Debtor)

JOHN E. BRANHAM, owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.
Patrick White
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.
Type or Print Above Signature on Above Line

17
180

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1000 549 PAGE 550

ORIX CREDIT ALLIANCE, INC.
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 12th day of December, 1989 by and between

John E. Branham, having his principal place of business at
8133 Hog Neck Road Pasadena, MD 21122

"Mortgagor", and Orix Credit Alliance, Inc. "Mortgagee".

WITNESSETH:

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligatons, time being of the essense hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage, Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, succcessors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST: John E. Branham (Seal)
Mortgagor

Secretary By (Title)

STATE OF Maryland
COUNTY OF Anne Arundel } SS:

John E. Branham being duly sworn, deposes and says.

1. He is the of
(hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to Orix Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of , 19

NOTARY PUBLIC

STATE OF , COUNTY OF , SS:

I, , a Notary Public duly qualified in and for said County and State, do hereby certify that on this

day of , 19 , in (Place) in said County, before me personally appeared

to me personally well known

(For Individual)

es and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

of

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal) NOTARY PUBLIC

CA-L-8(7-77)

BOOK 549 PAGE 552

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated December 12, 19 89 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	International Dump Truck	1979	CA255JHA16724
One (1)	Centreville Tag-A-Long Trailer	1983	105ASF2163
One (1)	John Deere Loader with backhoe & tracks		9300015777

The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

John E. Branham

By: John E. Branham

BOOK 549 PAGE 553

AnmeArundel County
C-0207763-4

STATE OF MARYLAND

279564

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. $ 105,000.00

If this statement is to be recorded in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of $735.00.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. **DEBTOR**

Name N. Greenwald, Inc.

Address 1182 Patuxent Road Odenton, MD 21113

2. **SECURED PARTY**

Name Orix Credit Alliance, Inc.

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

_____

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
RECORD TAX CK 735.00
POSTAGE .50
#543180 CTTT R03 T09:58 12/28/89
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)

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

N. Greenwald, Inc.

Norman W. Greenwald, Pres.
(Signature of Debtor)

NORMAN W. GREENWALD SR., pres.
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.
Type or Print Above Signature on Above Line

17
735
.50

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

ORIX

FOOT 549 PAGE 554 FIRST INTERSTATE CREDIT ALLIANCE, INC.
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 15th day of December, 1989 by and between

N. Greenwald, Inc., having its principal place of business at
1182 Patuxent Road Odenton, MD 21113

"Mortgagor", and Orix Credit Alliance Corporation "Mortgagee".

WITNESSETH:

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithlully pay, perform and fulfill the Mortgage Obligatons, time being of the essense hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, fiabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and tultill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, al the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereot as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request

4. If Mortgagor shall default in the performance or fulfillment of any of the terms conditions promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of thetMortgage Obligations any and alf balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be refated to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, succcessors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

.....
Secretary

N. Greenwald, Inc. (Seal)
Mortgagor

By ..... (Title)

• • • • •

STATE OF Maryland
COUNTY OF Anne Arundel } SS

Noman W. Greenwald being duly sworn, deposes and says:

1. He is the president of N. Greenwald, Inc.
(hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to Orix Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this .....

day of ..... , 19 .....

.....
NOTARY PUBLIC

• • • • •

STATE OF ..... , COUNTY OF ..... , SS.

I, ... , a Notary Public duly qualified in and for said County and State, do hereby certify that on this

..... day of ..... , 19 ..... , in (Place) ..... in said County, before me personally appeared

..... to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

..... of .....

N. Greenwald, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument, that he resides at .....

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

..... NOTARY PUBLIC

CA-L-8(7-77)

BOOK 549 PAGE 556

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated December 15, **19** 89 **between the undersigned.**

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR	MODEL	SERIAL NO.
Two (2)	Power Curber Curb Machine		5700	570287084 570288151
One (1)	Dresser Crawler Tractor		TD7-E	10630
One (1)	JCB Wheel Loader		1400B	330812
One (1)	Power Curber		8700	870389029
Three (3)	Ford Trucks	1986	F150	1FTCF15Y4GNA55354 1FTEF15N6GNB07615 1FTCF15Y9GNA56208
One (1)	Ford Bronco	1989		1FMEU15H6KLB05623
One (1)	Nissan Maxima	1987		JN1HU11P4HT333095
One (1)	Dodge Omni	1986		1B3B218C5HD602787
One (1)	Ford Truck	1988	F250	2FTHF25M9JCA18418
Two (2)	John Deere Dozers		350B	726143 716855
One (1)	DPS-260SST Compressor			3511155
One (1)	Power Curber		6700	
One (1)	Minolta Copier	1989		

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

N. Greenwald, Inc.

By: Donna W. Greenwald
Pres

PARTIES

Debtor name (last name first if individual) and mailing address:

TAMMY M. BURNETT
WAYSON'S MHP LOT #70
LOTHIAN MD 20711 1

Debtor name (last name first if individual) and mailing address:

CHARLES W. BURNETT
WAYSON'S MHP LOT #70
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:

VIRGINIA MOBILE HOMES, INC.

9720 LEE HWY.
FAIRFAX VA 22031 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

Additional 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):

VIRGINIA MOBILE HOMES, INC.
by R G Fournier V.P.

4

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

279512

Filing No. (stamped by filing officer): **Date, Time, Filing Office** (stamped by filing officer):

BOOK 549 PAGE 557

RECORD FEE 12.00
#543200 CTT R03 T10:00

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.

12/23/8
6

Number of Additional Sheets (if any): H. ERLE SCHAFER
Optional Special Identification (Max. 10 characters): AA CO. CIRCUIT COURT 7 8

COLLATERAL

Identify collateral by item and/or type:

1989 FOREST RIDGE
14 X 56 SERIAL# 22567 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURERS 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.(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 be 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 TAMMY M. BURNETT Tammy M. Burnett

1a CHARLES W. BURNETT

1b Charles W Burnett 11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

12

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.

10.00

REORDER FROM
Registré, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

LIBER 549 PAGE 558

279513

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)

CYCLE WORLD KAWASAKI
5820 RITCHIE HIGHWAY
BALTIMORE, MD. 21225

2. Secured Party(ies) and address(es)

CYCLE EXPERTS
4101 ASHLAND AVENUE
BALTIMORE, MD. 21205

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

SEE SECURITY AGREEMENT ATTACHED

NO RECORDATION TAXES

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 13.00
POSTAGE .50
#543250 CYTT R03 T10:03
12/28/87
CK
H. ERLE SCHAFER
BA CO. CIRCUIT COURT

This stotement is filed without the debtor's signature to perfect a security interest in colloterol. (check ☒ if so)

☐ olready subject to a security interest in another jurisdiction when it wos brought into this stote.

☐ which is proceeds of the original colloterol described obove in which a security interest wos perfected:

Filed with: BA CO. CIRCUIT COURT

Check ☒ if covered: ☒ Proceeds of Collateral are olso covered. ☐ Products of Colloterol are also covered. No. of additional Sheets presented:

CYCLE WORLD KAWASAKI

By: Bernard Jeffers Pres. (350)
Signature(s) of Debtor(s) Title

CYCLE EXPERTS

By: Robert Y. Anderson GENERAL MANAGER
Signature(s) of Secured Party(ies) Title
Robert Y. Anderson

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

BOOK 549 PAGE 559

SECURITY AGREEMENT

This SECURITY AGREEMENT, made this _____ day of _____ ,19____ ,by and between CYCLE EXPERTS, INC. (hereinafter referred to as SECURED PARTY) and CYCLE EXPERTS, INC. 4101 ASHLAND AVENUE, BALTIMORE, MD. 21205 (hereinafter referred to as DEBTOR) and DEBTOR is located at the following address or addresses,

CYCLE WORLD KAWASAKI, 5820 RITCHIE HIGHWAY
BALTIMORE, MD. 21225

EXPLANATORY STATEMENT

WHEREAS, SECURED PARTY is in the business of the wholesale distribution of motorcycle parts and accessories;
WHEREAS, DEBTOR is in the business of Retail sales of motorcycle parts and accessories

WHEREAS, DEBTOR desires to make purchases from secured party on credit;
WHEREAS, in consideration of the mutual promise and covenants stated in this SECURITY AGREEMENT,the parties hereby agree to the following all effective as of the date hereof:

1. GRANTING OF SECURITY INTEREST: DEBTOR hereby grants to secured party a security interest in all of DEBTOR'S inventory described as follows.

All motorcycle parts and accessories of any kind, nature or description that are supplied to DEBTOR hereby or purchased by DEBTOR from SECURED PARTY.

The security interest granted herein covers goods that meet the above description now owned by the DEBTOR and which are hereafter during the term of this SECURITY AGREEMENT acquired by DEBTOR.

2. PROCEEDS: The security interest granted herein covers the proceeds of all inventory covered by this SECURITY AGREEMENT.

3. SELLING ON CREDIT: In consideration of DEBTOR granting the security interest stated in this SECURITY AGREEMENT, SECURED PARTY may elect, within the discretion of SECURED PARTY, to sell motorcycle parts and accessories to DEBTOR without DEBTOR having to pay for the goods purchased at or before the time of purchase and the granting of the security interest herein is to induce SECURED PARTY to sell to DEBTOR as aforementioned.

The security interest granted herein by DEBTOR is in consideration of each credit sale SECURED PARTY may make to DEBTOR and to provide a continuing security interest to SECURED PARTY to secure payment by DEBTOR of all obligations of DEBTOR to SECURED PARTY.

This SECURITY AGREEMENT is in no way to be construed to require SECURED PARTY to sell to DEBTOR without DEBTOR first paying for the goods purchased at or before the time of purchase as SECURED PARTY expressly reserves the right to at any time cease selling to DEBTOR on credit with respect to any purchase as SECURED PARTY expressly reserves the right to at any time cease selling to DEBTOR on credit with respect to any purchase sought to be made by DEBTOR and require DEBTOR at any time to pay for any goods purchased at or before the time of purchase and before any goods are delivered to DEBTOR by SECURED PARTY. Furthermore, SECURED PARTY reserves the right within its sole discretion to not sell on credit to DEBTOR should DEBTOR seek to purchase goods and DEBTOR cannot pay for said goods at or before the time of purchase. The aforementioned rights are strictly reserved to SECURED PARTY regardless of the nmber of credit purchases SECURED PARTY may have previously or at any time made to DEBTOR.

Each sale of goods which DEBTOR requests of SECURED PARTY without DEBTOR having to pay for the goods at or before the time of purchase is made within the sole discretion of SECURED PARTY as elected by SECURED PARTY and shall be evidenced by any sales agreements or other documents required by SECURED PARTY upon the terms and conditions as agreed upon by the parties.

4. PAYMENT FOR INVENTORY BY DEBTOR: DEBTOR agrees to pay for inventory purchased on credit from SECURED PARTY as per the terms of any invoice(s) covering each respective purchase by DEBTOR from SECURED PARTY.

At the request of SECURED PARTY, DEBTOR shall assign and endorse proceeds to SECURED PARTY that are for inventory covered by this SECURITY AGREEMENT such that SECURED PARTY shall have the full power to collect, compromise, endorse, sell or otherwise deal with the proceeds in its own name or in the name of DEBTOR. SECURED PARTY may, within its discretion, apply cash proceeds to the payment of the obligations secured by this SECURITY AGREEMENT in such order as SECURED PARTY elects.

With respect to proceeds in the form of accounts, DEBTOR agrees that SECURED PARTY may at any time notify the account debtors that the accounts shall be paid to SECURED PARTY and upon request of SECURED PARTY, DEBTOR shall so notify its account debtors, and shall indicate on all invoices to account debtors that the accounts are payable to SECURED PARTY.

5. LOCATION OF INVENTORY: The inventory covered by this SECURITY AGREEMENT is kept at the following location or locations:

5820 RITCHIE HIGHWAY, BALTIMORE, MD. 21225

DEBTOR shall not permit inventory which is subject to the SECURITY AGEEMENT to be kept or stored, either temporarily or permanently, at any other location without the prior written consent of SECURED PARTY.

6.DEBTOR AS CORPORATION: DEBTOR hereby affirmatively states that if DEBTOR is a corporation, DEBTOR is duly organized under the laws of the State of n/a and that DEBTOR is qualified to do business in every state in which it is conducting business.

7. AUTHORITY OF DEBTOR: DEBTOR hereby affirmatively states that it has the authority to enter into this SECURITY AGREEMENT and such is not in violation of any other agreement or undertaking to which DEBTOR is a party nor, should DEBTOR be a corporation, in violation of any of DEBTOR'S corporate documents.

8. OTHER SECURITY INTERESTS AND LIENS: DEBTOR hereby states that with respect to the inventory and proceeds thereof covered by this SECURITY AGREEMENT, there are no other security agreements, security interests, liens or encumbrances that cover or apply to said inventory or proceeds. DEBTOR hereby states that he shall keep the inventory and proceeds covered by this SECURITY AGREEMENT free from any and all adverse liens, security agreements, security interests and encumbrances.

DEBTOR hereby states that he will defend at the expense of DEBTOR the inventory and proceeds covered by this SECURITY AGREEMENT against all claims and demands from any and all persons, corporations, partnerships or entities claiming them or any interest in them.

DEBTOR agrees to timely pay all taxes and assessments for the inventory and proceeds covered hereunder.

9. FINANCIAL INFORMATION OF DEBTOR: DEBTOR hereby affirmatively states that all financial statements, certificates and other information concerning DEBTOR'S financial condition, the amount and state of DEBTOR'S inventories and proceeds which DEBTOR has furnished to SECURED PARTY are true and correct and shall be deemed by the parties to have been furnished by DEBTOR for the purpose of obtaining credit or an extension of credit.

10. LOSS OR DEPRECIATION OF INVENTORY: DEBTOR shall immediately notify SECURED PARTY of any event causing loss or depreciation in value of the inventory covered by this SECURITY AGREEMENT and the amount of any such loss or depreciation. Furthermore, DEBTOR hereby agrees to use his best efforts to keep the inventory covered by this SECURITY AGREEMENT in good condition and agrees not to waste or destroy any of said inventory.

11. INSURANCE: DEBTOR shall at all times maintain at the expense of DEBTOR insurance with respect to all the inventory covered by this SECURITY AGREEMENT against risks of fire (including so-called extended coverage), weather, natural disaster, theft, sprinkler leakage and other water damage and any and all other risks which SECURED PARTY requires. In the case of motor cycles of any kind, DEBTOR in addition to insuring against the aforementioned risks shall also insure for collision. The aforementioned insurance to be maintained by DEBTOR must be on such terms and with such insurance companies as is satisfactory to SECURED PARTY. The proceeds from any and all such insurance policies shall be made payable to SECURED PARTY and DEBTOR as their respective interests may appear. All polices shall require ten (10) days written minimum cancellation notice to SECURED PARTY and at the request of SECURED PARTY, shall be delivered to and held by SECURED PARTY.

12. INSPECTION OF INVENTORY: SECURED PARTY has the right to inspect and examine the inventory covered by this SECURITY AGREEMENT wherever it may be located and to examine, inspect and make extracts from DEBTOR'S books and records at reasonable times.

13. USE OF INVENTORY BY DEBTOR: Until default by DEBTOR, DEBTOR may use and sell said inventory covered by this SECURITY AGREEMENT in the ordinary course of business and in any lawful manner not inconsistent with this SECURITY AGREEMENT nor with any terms and condition of insurance. However, a sale in the ordinary course of business does not include a transfer made in satisfaction of indebtedness.

14. FINANCING STATEMENTS: At the request of SECURED PARTY,DEBTOR shall join with SECURED PARTY in executing one or more financing statements under the Uniform Commercial Code.
Without the prior written permission of SECURED PARTY, DEBTOR shall not allow an adverse financing statement covering inventory or proceeds to be on file in any public office.
15. DEFAULT: DEBTOR shall be in default of this SECURITY AGREEMENT upon the occurrence of any one of the following:
a. Failure of DEBTOR to perform any one of the terms, conditions, items, obligations or paragraphs of this SECURITY AGREEMENT.
b. If DEBTOR made any false representations to SECURED PARTY in connection with the making of this SECURITY AGREEMENT.
c. Waste or destruction of the inventory by DEBTOR.
d. Any other security interest, encumbrance or lien of any kind placed on the inventory.
e. Failure of DEBTOR to pay for inventory as per this SECURITY AGREEMENT.
f. Death, dissolution, termination of existence, insolvency, business failure of DEBTOR or the appointment of a receiver for any part of the property of DEBTOR or the institution of bankruptcy (under any chapter) or insolvency proceedings by DEBTOR or against DEBTOR.
Upon default by DEBTOR for any one of the above occurrences, SECURED PARTY shall have all the rights and remedies of a secured party under the Uniform Commercial Code and, in addition, all rights and remedies under this SECURITY AGREEMENT.
Upon default, at the request of SECURED PARTY, DEBTOR hereby agrees to assemble the inventory and obtain the proceeds covered by this SECURITY AGREEMENT and make them available and turn them over to SECURED PARTY.
In the case of a default by DEBTOR, DEBTOR shall pay to SECURED PARTY all suit and other expenses, court costs and attorneys fees incurred by SECURED PARTY in protecting the rights and remedies of SECURED PARTY under this SECURITY AGREEMENT.
16. DURATION OF THIS AGREEMENT: This SECURITY AGREEMENT shall remain in effect and cannot terminate until DEBTOR has performed all obligations due and owing to SECURED PARTY under this SECURITY AGREEMENT.
If at anytime SECURED PARTY has no commitment outstanding to DEBTOR AND DEBTOR has no obligations due and owing to SECURED PARTY, then either DEBTOR or SECURED PARTY may terminate this SECURITY AGREEMENT. Unless terminated at such time, this SECURITY AGREEMENT remains in effect as a continuing agreement.
17. FURTHER ASSURANCES: The parties shall, at any time and from time to time hereafter, execute, acknowledge, and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this SECURITY AGREEMENT.
18. SEVERABILITY OF CLAUSES: Should any provision of this SECURITY AGREEMENT be found, held or deemed to be unenforceable, voidable or void as contrary to law or public policy under the laws of Maryland, any other State or the Federal Government, the remaining provisions of this SECURITY AGREEMENT shall continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assigns as if this SECURITY AGREEMENT did not contain such unenforceable, voidable, or void provision.
19. MODIFICATION AND WAIVER: No modification or waiver by the parties of any of the provisions of this SECURITY AGREEMENT shall be valid unless in writing and executed with the same formality as this SECURITY AGREEMENT. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.
20. ENTIRE UNDERSTANDING: This SECURITY AGREEMENT contains the entire understanding of the parties. There are no representations, inducements, warranties, promises, covenants or understandings other than those expressly set forth herein.
21. INTERPRETING THIS SECURITY AGREEMENT AND VENUE: This SECURITY AGREEMENT shall be interpreted pursuant to the laws of the State of Maryland. Also, this SECURITY AGREEMENT has been drafted by both parties and no provision of this SECURITY AGREEMENT shall be interpreted, in case of dispute, for or against one party or the other by reason of any one party being deemed the drafter.
In case there should be any legal action between the parties, DEBTOR hereby agrees that the forum for any such legal action shall be the State Courts of Maryland and DEBTOR hereby agrees to submit to jurisdiction in said State Courts for all purposes.
22. BINDING ON SUCCESSORS IN INTEREST: This SECURITY AGREEMENT may not be assigned by DEBTOR without the prior express written permission of SECURED PARTY. SECURED PARTY may assign this SECURITY AGREEMENT and does not need any permission from DEBTOR to so do. As to all provisions in this SECURITY AGREEMENT, the parties severally bind themselves, their heirs, personal representatives and assigns and this SECURITY AGREEMENT shall inure to the benefit of all of the aforegoing.
23. CAPTIONS AND HEADINGS: The captions and headings throughout this SECURITY AGREEMENT are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of the SECURITY AGREEMENT, nor in any way affect this SECURITY AGREEMENT.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Robert Y. Anderson (SEAL)
As Secretary
Of And For Robert Y. Anderson
CYCLE EXPERTS, INC.
CYCLE WORLD KAWASAKI

(SEAL)
DEBTOR
Bernard Jeffers

(SEAL)
DEBTOR, PERSONALLY AND INDIVIDUALLY

mfd Rev. 12-29-88

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 279514

FOR: 549 PAGE 360

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 09/25/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE

Name Anne Arundel Diagnostics, Inc.

Address 1655 Crofton Boulevard, Crofton, MD 21114

2. ~~SECURED PARTY~~ LESSOR

Name General Electric Company

Address Medical Systems, P.O. Box 414, W-490, Milwaukee, WI 53201-0414

Attn: Lynn Sinkovec

Person And Address To Whom Statement Is To Be Returned If Different From Above.

~~RECORD FEE~~ 11.00
#543260 CT77 R03 T10:03
CK
12/28/89

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - NL52101 Used GE R & F Equipment including:
RFX Table, MPX 80 X-Ray Generator, Fluoricon
L-300 with 105 Camera, XT Suspension, and 2
Max-100 X-Ray Tubes.
Per GE Order #92570
Along with all attachments and accessories.
Equipment location: 600 Ridgley Avenue, Annapolis, MD 21401

H. ERLE SCHAFER
Name and address of Assignee
AA CO. CIRCUIT COURT

This equipment is covered under a GE Leaseline Agreement (a true lease) and is being filed for public notice only. It is not intended to create a security interest and is not subject to recordation tax.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Anne Arundel Diagnostics, Inc.

X Carolyn Core, CEO for AAD Inc
(Signature of ~~Debtor~~) Lessee

X Carolyn Core
Type or Print Above Name on Above Line

(Signature of ~~Debtor~~) Lessee

Type or Print Above Signature on Above Line

General Electric Company

(Signature of ~~Secured Party~~) Lessor

RAY BARNARD SALES MGR
Type or Print Above Signature on Above Line

STATE OF MARYLAND BOOK 549 PAGE 561

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279515

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 09/25/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE

Name Anne Arundel Diagnostics, Inc.

Address 1655 Crofton Boulevard, Crofton, MD 21114

2. ~~SECURED PARTY~~ LESSOR

Name General Electric Company

Address Medical Systems, P.O. Box 414, W-490, Milwaukee, WI 53201-0414

Attn: Lynn Sinkovec

Person And Address To Whom Statement Is To Be Returned 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 - S3928AC Radiographic X-Ray System
including MVP 60 Generator and RTP Table with
Tomography; 1 - G9070AA XT Suspension System;
1 - S3902AC Max-100 X-Ray Tubes.
Per GE Order #92569
Along with all attachments and accessories.
Equipment location: 600 Ridgley Avenue, Annapolis, MD 21401

This equipment is covered under a GE Leaseline Agreement (a true lease) and is being filed for public notice only. It is not intended to create a security interest and is not subject to recordation tax.

Name and address of Assignee

RECORD FEE 11.00
#543270 C777 R03 T10:04
12/28/89
CK
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)

Anne Arundel Diagnostics, Inc.

X Carolyn Coke CEO for AAD Inc.
(Signature of ~~Debtor~~) Lessee

X Carolyn Coke
Type or Print Above Name on Above Line

(Signature of ~~Debtor~~) Lessee

Type or Print Above Signature on Above Line

General Electric Company

(Signature of ~~Secured Party~~) Lessor

RAY BARNARD SALES MGR
Type or Print Above Signature on Above Line

Anne Arundel
11:50

LIBER 549 FOLIO 562

FINANCING STATEMENT

File No 279516

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es)	2. SECURED PARTY and Address
A.J. Stationers 1327 Ashton Road Baltimore, MD 21076 (additional addresses below)	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Mary Stafford **Return to Secured Party**

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☐ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, subsitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☐ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☐ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☐ E. Other.

RECORD FEE 11.00
POSTAGE .50
#543280 CTTT R03 T10:04
CK 12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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.) Financing statement filed to reflect a name change
Principal amount of debt initially incurred is: $ 100,000.00

DEBTOR:

A.J. Stationers
(Type Name)
By: Angela Jung Martin
Angela J. Martin, President/owner
By: _____

SECURED PARTY:
SIGNET BANK/MARYLAND
By: Marget M. O'Brien
Marget M. O'Brien, Vice President
(Type Name)
December 15 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.

RECEIVED
DEC 20 1989

6628 Security Blvd.
Woodlawn, MD 21207

10227 Wincopin Circle
Columbia, MD 21044

1150

0012-1671-0986/4

AA (427) 2514
12/20

549 PAGE 563

FINANCING STATEMENT FORM UCC-1 Identifying File No. 229517

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MARYLAND

Address 7 St. Paul Street, 5th Floor

Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#043270 CTTT R03 T10:05
CK 12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 1/31/89, Schedule # 02, dated 11/29/89 between Assignor as Lessor and LEASE ACCOUNT # 802109 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated 12/14/89 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)

X☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Lesing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

(Signature of Secured Party)

J. DANIEL SADLER

Type or Print Above Name on Above Line

Filed in Anne Arundel County

1150

BOOK 549 PAGE 564

EQUIPMENT LIST

Quantity	Description
1 (one)	Dah Lih Built Vertical Machining Center, Model MCV-1350 - S/N 1350183 with: Fanuc 11M CNC System, Fanuc main spindle drive motor, Fanuc X-Y-Z pulse drive motors, Fanuc Tape Reader & RS-232 interface, 24 pocket ATC, Hydraulics-air-lube-coolant systems, Chip-splash guards, tool box with hand tools, assemble accessories and manuals, 220V-3-60 cycles, and Fanuc 4th Axis installed.
1 (one)	Nikken 4th Axis Rotary table - Model CNC-400 (15.75" diameter) installed.

TransFinancial Leasing Corp.

BY: Frank J. Sarro III

TITLE: Frank J. Sarro, III, President

Signet Bank/Maryland

BY: J.D. Sadler, VP

TITLE: J.D. SADLER, VP

MSR 549 PAGE 565

279518

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)

Chesapeake Corporation
19th & Main Street
West Point, VA 23181

2. Secured Party(ies) and address(es)

NELCO, Ltd.
10810 Trade Road
Richmond, VA 23236

(Baltimore Co., MD - 14806)

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
M5#3330 CTTT R03 T10:13
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

	SN
Machine Description	
(1)OMNIMODE 96 +RMC +LQA	ADE6932
(1)5956-800A-10 CABLES	
(1)PNA 2602-18 SW/PAD	ADY0558

Equipment Location 725 Pittman Rd., Box G
Baltimore, MD 21226

5. Assignee(s) of Secured Party and Address(es)

Sovran Leasing Corporation
3 Gateway Center, Suite 300
Pittsburg, PA 15222

This is a true lease, this notice is intended for memorandum purposes only.

Secured party is also the seller
NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with: Anne Arundel County
~~Baltimore County, MD~~

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented: 0

Chesapeake Corporation
By: _____
Signature(s) of Debtor(s)

NELCO, Ltd.
By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

BOOK 549 PAGE 566

FINANCING STATEMENT FORM UCC-1

Identifying File No. ~~279519~~ 279519

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. ☐

Equipment Lease does not create security interest

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nationwide Mutual Insurance Company

Address One Nationwide Plaza Columbus, Ohio 43216

2. SECURED PARTY

Name The Huntington Leasing Company

Address 41 South High Street

Columbus, Ohio 43287

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE CK .50
#543360 C777 R03 T10:15
12/26/89

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

Name and address of Assignee
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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 Sch 37

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

NATIONWIDE MUTUAL INSURANCE COMPANY

X J Bauer
(Signature of Debtor)

J. Bauer MGR
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

THE HUNTINGTON LEASING COMPANY

AVP
(Signature of Secured Party)

Laurence L. Duncan
Type or Print Above Signature on Above Line

1638 ME
609617

RETURN TO:
LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

11 . 50

NATIONWIDE MUTUAL INSURANCE COMPANY 549 PAGE 567

EXHIBIT "A"

Lease No. 89122 Schedule No. 37

BLDG CODE	INVENTORY TAG #	CATEGORY CODE	DESCRIPTION	COST
5202	409028	DP03	DESK	509.85
	409029	CH03	CHAIR	248.55
	409030	CH14	CHAIR	162.18
	409042	TA03	UTILITY TABLE	250.69
	409043	TA03	UTILITY TABLE	250.69
	409044-409046	TA03	(3)TABLE(342.91)	1028.73
	409047	TA03	ROUND TABLE	261.82
			TOTAL	$2712.51

EQUIPMENT LOCATION:
6910 YORK ROAD
BALTIMORE(BALTIMORE)MARYLAND
TAX DISTRICT 20 0003

5250	409020-409022	DP03	(3)DESK(509.85)	1529.55
	409023-409025	BK05	(3)BOOKCASE(163.20)	489.60
			TOTAL	$2019.15

EQUIPMENT LOCATION:
7952 OLD BRANCH AVE
CLINTON(PRINCE GEORGES)MARYLAND
TAX DISTRICT 20 0016

5200	409026	FV24	FILE	243.00
	409033	FV05	FILE	146.00
			TOTAL	$389.00

EQUIPMENT LOCATION:
2500 RIVA ROAD
ANNAPOLIS(ANNE ARUNDEL)MARYLAND
TAX DISTRICT 20 0002

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Lost Name First) and address(es)

Michele's Little Shop
of Flowers
260 King George Street
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

Sovran Bank
31 Light Street
Baltimore, MD 21202

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

DJ
RECORD FEE 10.00
POSTAGE .50
#543380 C777 R03 T10:32
12/28/89
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 222264 Book 525 Pg 68 Filed with Anne Arundel Date Filed 3-30 1988 EH. ERLE SCHAFER

5. ☐ **Continuation.** The original financing statement between the foregoing Debtor and Secured Porty, bearing file number shown above, is still effective.
6. ☒ **Termination.** Secured party no longer claims a security interest under the financing statement beoring 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 ond address appears in Item 10.
8. ☐ **Amendment.** Financing Stotement bearing file number shown above is amended as set forth in Item 10.
9. ☐ **Release.** Secured Porty releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

Mail to: L-J LEASING COMPANY
P.O. BOX 21472
BALTIMORE, MD 21208-0472

No. of additional Sheets presented:

Sovran Bank

By: _____ AVP
Signature(s) of Secured Party(ies)

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Maryland 21404

549 369

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: 273748 ;

Record Reference: Liber 529 Folio 368 ;

Date of Filing: July 14, 1988

DJ

RECORD FEE 10.00
POSTAGE .50
#543400 C777 R03 T10:33
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor	Address
Timothy L. Carpenter, D.D.S.	821 W. Benfield Road, Suite 6 Severna Park, Maryland 21146

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: October, 26, 19 89

By: Marilyn P. Horton
Marilyn P. Horton
Assistant Vice President

Type or print all names and titles under signatures.

185

ILD-121-3M

liber 549 page 570

279521

Debtor or Assignor Form

Anne Arundel Co.

MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax

☒ Subject to Recordation Tax; Principal Amount is $ 110,000.00 ($ 770.00)

☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR	SECURED PARTY (OR ASSIGNEE)
McLean Contracting Company	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: Leon W. Wynne 101-560
6700 Curtis Court	(Name of Loan Officer)
(Address)	P.O. Box 1596
Glen Burnie, Maryland 21061-6480	(Address)
	Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

RT525 Grove Crane S/N #69188

RECORD FEE 11.00
RECORD TAX 770.00
POSTAGE .50
#543420 CTTT R03 T10:34
BK 12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)	DEBTOR (OR ASSIGNOR)
McLean Contracting Company (Seal)	(Seal)
(Seal)	(Seal)
(Signature)	(Signature)
Frederick W Rich V.P.	
(Print or Type Name)	(Print or Type Name)

BS-0850A-8406

770 50

STATE OF MARYLAND 549 PAGE 571

FINANCING STATEMENT FORM UCC-1 279522

Identifying File No. 11606

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 1874.97

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 12-20-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BARRY GRAHAM

Address 3557- C RED CLOUD CT FT MEADE, MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address 9418 ANNAPOLIS RD PO BOX 635 LANHAM, MD 20706

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#067430 CTTT R03 T10:34
12/28/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT
GK

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 PERSONAL CONSUMER PROPERTY'

Name and address of Assignee

Pentax Camera, Technic Stereo cassette Speakers, Receiver, Turn Table, 19' emerson color T.V., Emerson Vcr Jenn-Air Sorm + Love Seat Model # 7331 Mower Lawn Black Walnut

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Barry Graham
(Signature of Debtor)

BARRY GRAHAM
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

JOHN HARVEY
Type or Print Above Signature on Above Line

11
14
15

BOOK 549 PAGE 572

279523

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)):

COMMERCIAL WINDOW & DOOR CO, INC.
8306 PATUXENT RANGE ROAD 107
JESSUP, MD 20794

2. Secured Party(ies): Name(s) and Address(es):

NAPCO, INC.
Rt. 8, McFann Road
Valencia, Pa. 16059

4. For Filing Officer: Date, Time, No.-Filing Office

RECORD FEE 11.00
POSTAGE OK .50
#54347Q CTTT R03 T10:36
8/28/89

5. This Financing Statement covers the following types (or items) of property:

Painted aluminum trim coil, aluminum siding and accessories, vinyl siding and accessories, aluminum gutters, downspouts and accessories, and polystyrene shutters and aluminum and vinyl replacement windows and products and the proceeds from the sale thereof, wherever situate.

☐ X Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es):

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

7. ☐ The described crops are growing or to be grown on: *
☐ The described goods are or are to be affixed to: *
☐ The lumber to be cut or minerals or the like (including oil and gas) is on: *
* (Describe Real Estate in Item 8.)

8. Describe Real Estate Here

N/A

☐ This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

N/A

No. & Street | Town or City | County | Section | Block | Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction.
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
☐ Consignee(s) and Consignor(s), or
☐ Lessee(s) and Lessor(s).

LOUIS ROMM - COMMERCIAL WINDOW & DOOR CO

By X _____
Signature(s) of Debtor(s)

JOHN M. WOLF, JR. - NAPCO, INC.

By _____
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

3/83

(1) FILING OFFICER COPY-NUMERICAL

STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

FOLIO 549 PAGE 573

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. 279524

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)	2. SECURED PARTY
CHESAPEAKE SPAS, INC. 2 MAYO RD. EDGEWATER, MD 21037	**THE ZAMOISKI CO.** 3000 Waterview Avenue Baltimore, Maryland 21230

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and repossessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

RECORD FEE 11.00
#543530 CTYT R03 T10:39
CK 12/28/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

CHESAPEAKE SPAS, INC.
(Type Name)

By: _____ (SEAL)
DAVID W. WARD
President/Owner

By: _____ (SEAL)

SECURED PARTY:

THE ZAMOISKI CO.

By: _____
John J. Mulkey
Vice President/Treasurer

September 28th, 1989 19___
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

11

BOOK 549 PAGE 574

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THE REVERSE SIDE

Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the aforegoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its repesentatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

BOOK 549 PAGE 575

FINANCING STATEMENT FORM UCC-1 Identifying File No. 279525

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name 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.

RECORD FEE 11.00
POSTAGE .50
CK
#543540 C777 R03 T10:40
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain Lease Assignment dated 11/6/89, Schedule # 01, dated 11/6/89 between Assignor as Lessor and LEASE ACCOUNT #101198 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a NonRecourse Assignment of Rents dated 12/1/89 between Assignor and Assignee:

One (1) Klockner Windsor Injection Molding Machine FM140 s/n 340.130

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If 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)

3059

TransFinancial Leasing Corp.

Frank J. Sarro

(Signature of Debtor)

Frank J. Sarro III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

(Signature of Secured Party)

Kevin R Adams VP

Type or Print Above Name on Above Line

Anne Arundel

11.50

BOOK 549 PAGE 576

279526

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)

Lands End, Inc.
313 Revell Hwy (Rt. 50)
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

John Deere Company
1415 28th Street
P.O. Box 65090
W. Des Moines, IA 50265-0090

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#543550 CTTT R03 T10:40
12/28/89

4. This financing statement covers the following types (or items) of property:

All types of recreational vehicles and equipment (and proceeds thereof) which are held for sale, rental or lease by debtor, including but not limited to: recreational vehicles, mobile homes, motor homes, micro-mini motor homes, mini-motor homes, park models, vans, van conversions, van campers, travel trailers, fifth-wheel trailers, truck campers, camping trailers, tent trailers, tow vehicles and the like; as well as parts for and, accessories and all other equipment used or intended to be used in conjunction with any of the foregoing. This is an ongoing business relationship.

5. Assignee(s) of Secured Party and Address(es)

H. ERLE SCHAFER
AA CO. 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.

Filed with:

County Recorder

Check ☒ if covered: [X] Proceeds of Collateral are also covered. [X] Products of Collateral are also covered. No. of additional Sheets presented:

Lands End, Inc.

By: _____ Pres
Signature(s) of Debtor(s) Title

John Deere Company

By: _____
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

BOOK 549 PAGE 577

279527

This Financing Statement is presented to Filing Officer for filing pursuant to the Uniform Commercial Code

Number of additional sheets presented

Debtor(s) (Last Name First) and Address(es)
Kim, Adong S. #220-90-8385
DBA XX Kim's Auto Care Center
1011 S. Crain Hwy.
Glenburnie, MD 21061

KA89-04

Secured Party(ies) and Address(es)
Kimco Leasing Inc.
1910 St. Joe Center Road, Ste 12
Fort Wayne, IN 46825

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
#543570 CTTT R03 T10:48
CK 12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

This Financing Statement covers the following types (or items) of property (include description of real estate when collateral is crops)
1- Omega 286/20 Computer System
SERIAL #100876
65MB/28MS Mitsubishi Hard Drv.
2MB Megabyte System Memory
1.44 M Floppy Disk Drive
2400 Baud Phone Modem Internal
MSDOS 4.01 w/GW Basic

Name and Address of Assignee of Secured Party
LincolnNational BAnk
116 E. Berry Street
Fort ~~Wayne~~ Wayne, IN 46802

XX Products of Collateral are also covered (See IC 26-1-9-315)

TRUE LEASE

☐ Debtor is a transmitting utility as defined in IC 26-1-9-105

Filed with: ☐ Secretary of State XX Recorder of Anne Arundel County

Kimco Leasing
By: Marguerite C. Conners
Signature of Debtor (or Secured Party in cases covered by IC 26-1-9-402(2))

☐ Collateral was brought into this state subject to a security interest in another jurisdiction or the Debtor's location has been changed to this state.

XX Filed in accordance with a security agreement signed by the Debtor authorizing the Secured Party to file this statement.

State Form 36751 Revised 1-1-86 (1) FILING OFFICER COPY-ALPHABETICAL
FORM UCC-1-INDIANA UNIFORM COMMERCIAL CODE

Approved by Edwin J. Simcox Secretary of State

FOLIO 549 PAGE 578

Anne Arundel County
C-02-60656-4

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279528

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Pak, Byung-Yil d/b/a Festival Cleaners

Address 8137-B Ritchie Hwy. Pasasena, MD 21122

2. **SECURED PARTY**

Name Machine Tech U.S.A., Inc.

Address 6925 T Oakland Mills Road Columbia, MD 21045

Orix 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:
Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

RECORD FEE 14.00
POSTAGE .50
#034350 CTTT R03 T10:49
12/28/89
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)

Pak, Byung-Yil d/b/a Festival Cleaners

X Byung Yil Pak
(Signature of Debtor)

BYUNG YIL PAK, owner
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Machine Tech U.S.A., Inc.

_____
(Signature of Secured Party)

JOEL FRANKLIN
Type or Print Above Signature on Above Line

14.50

FORM MAY BE PURCHASED FROM MOSES & WARREN, INC., BOSTON, MASS. 02101

*FIRST INTERSTATE CREDIT ALLIANCE, INC. LIBER 549 FOLIO 579 © 1975

EQUIPMENT LEASE AGREEMENT

"LESSOR": Machine Tech U.S.A., Inc.
Address: 6925 T Oakland Mills Road
Columbia, MD 21045

"LESSEE": Byung-Yil Pak d/b/a Festival Cleaners
Address: 8137-B Ritchie Hwy.
Pasadena, MD 21122

On the 29th day of October, 19 89, the above named Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification and serial numbers or marks):

One (1) New Primus #35 Washer S/N 8909062288
One (1) New Hoffman LB-14 Body Press and
One (1) New Hoffman ALCY-8 Collar & Cuff Press Body Press S/N 120529, Cuff Press S/N 120528

*Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

TOTAL RENT .... $ 15,112.80
ADVANCE RENT Paid Herewith .... $ 6,000.00
BALANCE OF RENT .... $ 9,112.80
No Purchase Option available herehunder
~~Amount to be paid as Purchase Option, if exercised~~ xxxx $ xxxxxxxxxxxxxx
No Renewal Option available hereunder
~~Amount to be paid as Annual Renewal Option Rent, if exercised~~ xxxxxxxxxxxxxxxxxxxx $ xxxxxxxxxxxxxx

INITIAL HERE BYP

Equipment to be located at: 8137-B Ritchie Hwy.
Pasadena, MD 21122

Record Owner of Real Estate:

Lessee acknowledges receipt of and accepts Equipment and acknowledges that no warranties, representations or agreements not expressed herein have been made by the lessor and Lessee further acknowledges notice of the intended assignment of this lease to*First Interstate Credit Alliance, Inc. (said assignee hereinafter called "CA") and upon such assignment, Lessee agrees not to assert against CA and any subsequent assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the lessor who has executed this lease and/or CA and/or any assignee hereof prior to CA, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of the lessor or CA, whoever is the then holder of this lease, (such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the 18th day of January, 19 90, and continuing on the same date of each month thereafter until paid; the first 23 installments shall each be in the amount of $ 379.70, and the final installment shall be in the amount of $ 379.70, all plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. Lessee will pay to Lessor, if so requested, monthly any personal property tax as estimated by Lessor. The term of this lease shall commence upon the acceptance hereof by Lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same be damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and the same or a later model, in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the items of Equipment involved. The proceeds of any insurance payable as a result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage from any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever be greatest. Lessee shall carry public liability insurance, both personal injury and property damage, covering Equipment. All insurance shall be in form, amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon each policy issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts with respect to any insurance. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all sums incurred by Lessor in effecting such insurance or compliance shall be deemed to be additional rent and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to Equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's interest in Equipment, and will pay all costs, charges and expenses incident thereto. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures, chattels, furniture, accounts receivable, contract rights, general intangibles, property and assets of any and every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee may have any interest, and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to CA, now existing and/or hereafter incurred and regardless of whether such may be contemplated at the time of execution hereof and whether acquired by CA by assignment (from Lessor or any other person or persons) or otherwise. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any premises where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly cared for or abused.

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement held by Lessor or changes its management, operations, ownership of its stock, or control, becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the unpaid aggregate amount of Total Rent for the entire term hereof (discounted to its then present value using as a rate the then Federal Reserve Discount Rate for the District of Lessee's residence), plus any additional rent, taxes, delinquency charges, collection charges and

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Machine Tech U.S.A., Inc. (SEAL)
(Print Name of LESSOR Here)
By: [signature] President
(Signature and Title of Authorized Officer, Partner or Individual)
Attest Witness _______ Secretary
This instrument was prepared by _______

Byung-Yil Pak d/b/a Festival Cleaners (SEAL)
(Print Name of LESSEE Here)
By: [signature] Byung Yil Pak
(Signature and Title of Authorized Officer, Partner or Individual)
Attest Witness _______ Secretary

FIRST INTERSTATE CREDIT ALLIANCE, INC.
ADDRESS: _______

FINANCING STATEMENT ORIGINAL-FOR FILING

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

attorney's fees (which attorney's fees are hereby agreed to be 20% of any amount sought), and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full), Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent; or (b) retain all prior payments and either (i) sell Equipment at public or private sale (with the right in Lessor to purchase any of the Equipment at such sale and if at least 15 days prior notice of any private sale is given or if at least 10 days prior notice of any public sale is given which is advertised in a publication of general circulation in the area of the sale at least twice prior to the sale, such sale, whether private or public, shall be conclusively deemed commercially reasonable), applying any net proceeds, less 15% of Total Rent (for Lessor's reversionary interest), to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment; Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of the controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. **LESSOR, LESSEE AND ANY GUARANTOR WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR IN ANY WAY RELATING TO THIS AGREEMENT.** Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force. **As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the exclusive venue and jurisdiction of any court located within the Southern District of New York regarding any matter arising hereunder except with respect to any action seeking replevin of any property and waive any right they may have to transfer or change the venue of any litigation brought in accordance herewith.** No failure on the part of Lessor to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such sum, but not to exceed, however, the maximum permitted by applicable law, from the date when such sum was due (as scheduled or by acceleration or otherwise), until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named. Lessor may, in its sole discretion, apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any other obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option at the end of the original or any renewal term hereof, if Lessee then is not and has not been in default in any of Lessee's obligations to Lessor, to purchase equipment as a whole but not in part, as-is, where-is, upon giving at least 60 days prior written notice to Lessor and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee then is not and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Lessee specifically warrants that all representations and warranties are merged herein and unless specifically indicated hereon are not valid or enforceable. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. All notices will be deemed effective 5 days after mailing by certified mail to the address shown herein for any party. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

GUARANTORS SIGN HERE:

The undersigned jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled are hereby waived as are all subrogation and indemnity rights. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed. Guarantor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Guarantor's true and lawful attorney-in-fact and agent for Guarantor and in Guarantor's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Guarantor at its address, by certified mail, within three days of such service having been effected, and agrees to the exclusive venue and jurisdiction of any Court located in the Southern District of New York. All notices will be deemed effective 5 days after mailing by certified mail to the address shown herein for any party.

_____(L.S.) _____(L.S.)
(Guarantor) (Guarantor)

Address: _____ Address: _____

ASSIGNMENT

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due and to become due thereon and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name or in Lessor's name to take such legal proceedings or otherwise as Lessor might have taken save for this assignment; and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid Balance, in the event of nonpayment by Lessee of any payment at its due date or of any other default by Lessee without first requiring Assignee to proceed against Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorney's fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time for payment by, and compromise claims with, Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only contract executed for the Equipment, in all respects what it purports to be, a valid obligation arising out of the bona fide leasing of the Equipment to Lessee in the ordinary course of business, the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which may impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect, or for any reason, and such omission or invalid accomplishment shall not relieve Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to Lessee, that title to the Equipment originated with Lessor and not with Lessee, that prior to the execution of the lease Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by Lessee has been made for Lessee's proper use and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to Lessee, that Lessor will not advance, give, or loan to Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of this lease.

Notice of the acceptance hereof is waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of the existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: October 29, 19 89 Machine Tech U.S.A. (SEAL)
(Print Corporate, Partnership or Trade Name of Individual Signature)

(Witness) _____ PRESIDENT
(Signature, Title of Officer, "Partner" or "Proprietor")

Signature of Lessor

Anne Arundel Co. Land Records
Acct.#c-02-60656-4

BOOK 549 PAGE 581

STATE OF MARYLAND

279529

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 Pak, Byung-Yil d/b/a Festival Cleaners

Address 8137-B Ritchie Hwy. Pasasena, MD 21122

2. **SECURED PARTY**

Name Machine Tech U.S.A., Inc.

Address 6925 T Oakland Mills Road Columbia, MD 21045

Orix 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:
Orix 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)

RECORD FEE 14.00
POSTAGE .50
#543590 CTR R03 T10:49
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Pak, Byung-Yil d/b/a Festival Cleaners

Byung Yil Pak
(Signature of Debtor)

BYUNG YIL PAK, OWNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Machine Tech U.S.A., Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

14.50

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

EQUIPMENT LEASE AGREEMENT

Byung-Yil Pak d/b/a

"LESSOR": Machine Tech U.S.A., Inc.
Address: 6925 T Oakland Mills Road
Columbia, MD 21045

"LESSEE": Festival Cleaners
Address: 8137-B Ritchie Hwy.
Pasadena, MD 21122

On the 29th day of October, 19 89, the above named Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification and serial numbers or marks):

One (1) New Primus #35 Washer S/N8909062288
One (1) New Hoffman LB-14 Body Press and
One (1) New Hoffman ALCY-8 Collar & Cuff Press Body Press S/N 120529, Cuff Press S/N 120528

*Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

TOTAL RENT ..... $ 15,112.80
ADVANCE RENT Paid Herewith ..... $ 6,000.00
BALANCE OF RENT ..... $ 9,112.80
No Purchase Option available hereunder
No Renewal Option available hereunder

INITIAL HERE

Equipment to be located at: 8137-B Ritchie Hwy.
Pasadena, MD 21122

Record Owner of Real Estate:

Lessee acknowledges receipt of and accepts Equipment and acknowledges that no warranties, representations or agreements not expressed herein have been made by the lessor and Lessee further acknowledges notice of the intended assignment of this lease to First Interstate Credit Alliance, Inc. (said assignee hereinafter called "CA") and upon such assignment, Lessee agrees not to assert against CA and any subsequent assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the lessor who has executed this lease and/or CA and/or any assignee hereof prior to CA, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of the lessor or CA, whoever is the then holder of this lease, (such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the 18th day of January, 19 90 and continuing on the same date of each month thereafter until paid; the first 23 installments shall each be in the amount of $ 379.70, and the final installment shall be in the amount of $ 379.70, all plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. Lessee will pay to Lessor, if so requested, monthly any personal property tax as estimated by Lessor. The term of this lease shall commence upon the acceptance hereof by Lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same be damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and the same or a later model, in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the items of Equipment involved. The proceeds of any insurance payable as a result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage from any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever be greatest. Lessee shall carry public liability insurance, both personal injury and property damage, covering Equipment. All insurance shall be in form, amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon each policy issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts with respect to any insurance. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all sums incurred by Lessor in effecting such insurance or compliance shall be deemed to be additional rent and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to Equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's interest in Equipment, and will pay all costs, charges and expenses incident thereto. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures, chattels, furniture, accounts receivable, contract rights, general intangibles, property and assets of any and every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee may have any interest, and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to CA, now existing and/or hereafter incurred and regardless of whether such may be contemplated at the time of execution hereof and whether acquired by CA by assignment (from Lessor or any other person or persons) or otherwise. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any premises where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly cared for or abused.

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement held by Lessor or changes its management, operations, ownership of its stock, or control, becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the unpaid aggregate amount of Total Rent for the entire term hereof (discounted to its then present value using as a rate the then Federal Reserve Discount Rate for the District of Lessee's residence), plus any additional rent, taxes, delinquency charges, collection charges and

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Machine Tech U.S.A., Inc. (SEAL)
(Print Name of LESSOR Here)
By: PRESIDENT
(Signature and Title of Authorized Officer, Partner or Individual)
Attest Witness: _____ Secretary
This instrument was prepared by _____

Byung-Yil Pak d/b/a Festival Cleaner (SEAL)
(Print Name of LESSEE Here)
By: Byung Yil Pak
(Signature and Title of Authorized Officer, Partner or Individual)
Attest Witness: _____ Secretary

FIRST INTERSTATE CREDIT ALLIANCE, INC.

ADDRESS: _____

FINANCING STATEMENT ORIGINAL FOR FILING

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

attorney's fees (which attorney's fees are hereby agreed to be 20% of any amount sought), and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full), Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent; or (b) retain all prior payments and either (i) sell Equipment at public or private sale (with the right in Lessor to purchase any of the Equipment at such sale and if at least 15 days prior notice of any private sale is given or if at least 10 days prior notice of any public sale is given which is advertised in a publication of general circulation in the area of the sale at least twice prior to the sale, such sale, whether private or public, shall be conclusively deemed commercially reasonable), applying any net proceeds, less 15% of Total Rent (for Lessor's reversionary interest), to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment; Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of the controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. **LESSOR, LESSEE AND ANY GUARANTOR WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR IN ANY WAY RELATING TO THIS AGREEMENT.** Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force. **As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the exclusive venue and jurisdiction of any court located within the Southern District of New York regarding any matter arising hereunder except with respect to any action seeking replevin of any property and waive any right they may have to transfer or change the venue of any litigation brought in accordance herewith.** No failure on the part of Lessor to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such sum, but not to exceed, however, the maximum permitted by applicable law, from the date when such sum was due (as scheduled or by acceleration or otherwise), until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named. Lessor may, in its sole discretion, apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any other obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option at the end of the original or any renewal term hereof, if Lessee then is not and has not been in default in any of Lessee's obligations to Lessor, to purchase equipment as a whole but not in part, as-is, where-is, upon giving at least 60 days prior written notice to Lessor and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee then is not and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Lessee specifically warrants that all representations and warranties are merged herein and unless specifically indicated hereon are not valid or enforceable. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. All notices will be deemed effective 5 days after mailing by certified mail to the address shown herein for any party. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

GUARANTORS SIGN HERE:

The undersigned jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled are hereby waived as are all subrogation and indemnity rights. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed. Guarantor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Guarantor's true and lawful attorney-in-fact and agent for Guarantor and in Guarantor's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Guarantor at its address, by certified mail, within three days of such service having been effected, and agrees to the exclusive venue and jurisdiction of any Court located in the Southern District of New York. All notices will be deemed effective 5 days after mailing by certified mail to the address shown herein for any party.

_____ (L.S.) _____ (L.S.)
(Guarantor) (Guarantor)

Address: _____ Address: _____

ASSIGNMENT

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due and to become due thereon and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name or in Lessor's name to take such legal proceedings or otherwise as Lessor might have taken save for this assignment; and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid Balance, in the event of nonpayment by Lessee of any payment at its due date or of any other default by Lessee without first requiring Assignee to proceed against Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorney's fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time for payment by, and compromise claims with, Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only contract executed for the Equipment, in all respects what it purports to be, a valid obligation arising out of the bona fide leasing of the Equipment to Lessee in the ordinary course of business, the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which may impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect, or for any reason, and such omission or invalid accomplishment shall not relieve Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to Lessee, that title to the Equipment originated with Lessor and not with Lessee, that prior to the execution of the lease Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by Lessee has been made for Lessee's proper use and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to Lessee, that Lessor will not advance, give, or loan to Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of this lease.

Notice of the acceptance hereof is waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of the existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: October 29, 19 89

(Witness) _____

Machine Tech U.S.A. (SEAL)
(Print Corporate, Partnership or Trade Name or Individual Signature)

Pres. (Sign?)
(Signature; Title of Officer, "Partner" or "Proprietor")

Signature of Lessor

Anne Arundel County
A/C# C-02-07770-9

FOOK 549 PAGE 584

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying U.C.C. No. 378530

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Marine Construction, Inc.

Address 313 South Drive Severna Park, MD 21146

2. **SECURED PARTY**

Name Baldwin Service Center, Inc.

Address Defense Hwy. Rt. 450 & 178 Annapolis, MD 21401

Orix Credit Alliance, Inc. 500 DiGuilian 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:
Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

RECORD FEE CK 13.00
POSTAGE .50
#543600 CTTT R03 T10:50
12/28/89
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)

Anderson Marine Construction, Inc.

G. L Anderson pres. 12/18/89
(Signature of Debtor)

G-L. ANDERSON Pres.
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

F Gregory Baldwin Pres
(Signature of Secured Party)

Gregory Baldwin, Pres.
Type or Print Above Signature on Above Line

135.50

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

BOOK 549 PAGE 585

TO: Baldwin Service Center, Inc. ("Seller") FROM: Anderson Marine Construction, Inc. ("Buyer")

Defense Hwy. Rt. 450 & 178 Annapolis, MD 21401 (Address of Seller)

313 South Drive Severna Park, MD 21146 (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) Case Model 580B Loader
Backhoe S/N 8960775

(1) TIME SALES PRICE	$17,996.44
(2) Less DOWN PAYMENT In Cash	$ 2,000.00
(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	$ 2,000.00
(4) CONTRACT PRICE (Time Balance)	$13,996.44
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:
313 South Drive (Street and Number) Severn Park (City) Anne Arundel (County) MD 21146 (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 ORIX 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 Thirteen thousand nine hundred ninty six and 44/100********** Dollars ($13,996.44) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 19th day of January, 19 90 and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of $ 388.79 and the final installment being in the amount of $ 388.79 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: December 18, 19 89

Accepted: Baldwin Service Center, Inc. (SEAL)
(Print Name of Seller Here)
By: F Gregory Baldwin Pres.

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

BUYER(S)-MAKER(S):

Anderson Marine Construction, Inc. (SEAL)
(Print Name of Buyer-Maker Here)
By: D L Anderson president 12/18/89

Co-Buyer-Maker: (SEAL)
(Print Name of Co-Buyer-Maker Here)
By:

CA-L-2XD(1-75)

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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. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

_____(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 ORIX 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 herehy 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 ORIX Credit Alliance, Inc.

Date: December 18, 19 89 Baldwin Service Center, Inc. (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)
By: [signature]
(Signature: Title of Officer, "Partner" or "Proprietor")
Signature of Seller

_____
(Witness)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

FOR 549 PAGE 557

279531

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 SEVERNA PARK PHOTO, INC.

Address 555 Baltimore Annapolis Blvd., Severna Park, MD 21146

RECORD FEE 11.00
POSTAGE .50
#543610 CTTT R03 T10:54
12/28/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name ORIX COMMERCIAL CREDIT CORPORATION

Address 780 Third Avenue, 48th Fl., New York, N.Y 10017

_____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1)Fuji Photo Film FA-140 Minilab
and all accessions or replacements thereto
and all proceeds thereof, without power of
sale under that certain lease dated: 11/13/89
Location: Same as above

Name and address of Assignee

Lease #25322 (2 of 2)

"NOT SUBJECT TO RECORDATION TAX"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X _____
(Signature of Debtor)

SEVERNA PARK PHOTO, INC.
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

11.50

(25) OSF 700-5715

Anne Arundel Co. MD

_____
(Signature of Secured Party)

ORIX COMMERCIAL CREDIT CORPORATION
Type or Print Above Signature on Above Line

FOR 549 PAGE 588

Anne Arundel County
C-02-07751-9

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279532

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Branham, John E.

Address 8133 Hog Neck Road Pasadena, MD 21122

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178 Annapolis, MD 21401

Orix 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)

RECORD FEE 17.00
POSTAGE .50
#543640 C777 R03 T10:56
12/28/89
EARLE SCHAFER
AA CO. CIRCUIT COURT

"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:
Orix 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)

John E. Branham

John E. Branham
(Signature of Debtor)

John E. Branham
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

17.50

Baldwin Service Center, Inc.

F. Gregory Baldwin Pres.
(Signature of Secured Party)

Gregory Baldwin, Pres
Type or Print Above Signature on Above Line

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

LIBER 543 FOLIO 359

TO: Baldwin Service Center, Inc. ("Seller") FROM: John E. Branham ("Buyer")

Defense Hwy. 450 & 178 Annapolis, MD 21401 (Address of Seller)

8133 Hog Neck Road 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) JCB Model 1550 Loader Backhoe S/N 349669 with 24" bucket & extend-a-hoe

One (1) 1989 Centreville Tag-a-long Trailer Model 1030-9, S/N 1C9012639K1193857

(1) TIME SALES PRICE	$ 73,401.61
(2) Less DOWN PAYMENT In Cash	$ -0-
(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	$ 12,500.00
(4) CONTRACT PRICE (Time Balance)	$ 72,158.72

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:

8133 Hog Neck Road (Street and Number) Pasadena (City) Anne Arundel (County) Maryland (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 ORIX 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 nine thousand six hundred fifty eight and 72/100********** Dollars ($ 59,658.72) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 14th day of January, 19 90, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of $ 1,242.89 and the final installment being in the amount of $ 1,242.89 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: December 13, 19 89

Accepted: Baldwin Service Center, Inc. (SEAL)
(Print Name of Seller Here)

By: T. Gregory Baldwin Pres.

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

BUYER(S)-MAKER(S):

John E. Branham (SEAL)
(Print Name of Buyer-Maker Here)

By: John E. Branham

Co-Buyer-Maker: (SEAL)

(Print Name of Co-Buyer-Maker Here)

By:

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CA-L-2XD(1-75)

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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. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

_____(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 ORIX 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 ORIX Credit Alliance, Inc.

Date: _____, 19 ____ _____(SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)

_____ By: _____
(Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

Signature of Seller

ASSIGNMENT

BOOK 549 PAGE 591

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), 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 December 13, 1989,

between Baldwin Service Center, Inc., as Seller/Lessor/Mortgagee

and John E. Branham (Name) 8133 Hog Neck Road Pasadena, MD 21122 (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI 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 OCAI 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 OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI 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 OCAI 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 OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI 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 OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is $ 59,658.72.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of December, 19 89.

Baldwin Service Center, Inc. (Seal)

(Seller/Lessor/Mortgagee)

By: [signature] Vice 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.)

CA-L-5A

549 mc592

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)

Gary Hodges, owner d/b/a
Gary's Better Body & Paint Shop
7370 Crain Highway
Glen Burnie, MD 21061

Social Security No. _____

2. Secured Party(ies) and address(es)

Chief Automotive Systems, Inc.
1924 East Fourth Street
Grand Island, NE 68801

Federal I.D. No. _____

For Filing Officer (Date, Time and Filing Office)

DJ

RECORD FEE 10.00
POSTAGE .50
#543650 CTTT ROB T10:57
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

#256894

4. This statement refers to original Financing Statement bearing File No. Liber 485 Page 558
Filed with E. Aubrey Collison Clerk Circuit Court Date Filed 05-31-85 19____

5. [X] **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. [ ] **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. [ ] **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. [ ] **Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. [ ] **Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

165

by: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

Chief Automotive Systems, Inc.

by: L J Rose, Credit Manager
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL

PARTIES 12-22-89

Debtor name (last name first if individual) and mailing address:

DELTA INSTALLATION GROUP, INC.
7476 A NEWRIDGE ROAD
P.O. BOX 110
HANOVER, MD 21076

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):

[X] 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

279533 I

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer)

549 PAGE 503

The seller(secured party) is taking a security interest in the listed equipment. This is a conditional sale contract and si not subject to recordation tax.

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.
[X] ~~Prothonotary or~~ Anne Arund County.
[ ] real estate Records of _____ County.

6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters): **LEASE No.** 0-21514-0

8

COLLATERAL

Identify collateral by item and/or type:

1 NEW PRIME MOVER ELECTRIC REACH TRUCK RR 34

EQUIPMENT SUPPLIER: CAPITAL FORKLIFT

RECORD FEE 11.00
#543670 CTTT R03 T10:57
CK
12/28/89

[X] (check only if desired) Products of the collateral are also covered.

H. ERLE SCHAFER 9
AA CO. CIRCUIT COURT

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): DELTA INSTALLATION GROUP, INC.

1 _____
(NAME/TITLE) Richard J. Morgan V.P.

1a _____
(NAME/TITLE)

1b _____
(NAME/TITLE)

11

RETURN RECEIPT TO:

COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

12

FILING OFFICE ORIGINAL

NOTE — This page will not be returned by the Department of State.

-102859/9001
146151

liber 549 page 594

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at 279534

2. XX To Be Recorded among the Financing Records at Anne Arundel County

3. ☐ Not subject to Recordation Tax.

4. XX Subject to Recordation Tax on an initial debt in the principal amount of $ 400,000.00 . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County dtd 12/8/89 amt $2,800.00

5. Debtor(s) Name(s): Griffith Auto Investments, Inc.

Address(es): 10 Holsum Way
Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank

Address: Department: L.D.R.U.
Post Office Box 987, Mailstop 02-28-01
Baltimore, Maryland 21203

Attention: Barbara Lewis

(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.

XX 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, contractural 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.

XX 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
RECORD TAX 2800.00
POSTAGE CK .50
#543690 CTTT R03 T11:01
12/28/89
H. ERLE SCHAFER
CLERK OF CIRCUIT COURT

Debtor: Griffith Auto Investments, Inc.

X By: Steven R. Griffith (Seal)
Type name and title, if any Steven R. Griffith, Pres.

By: _____ (Seal)
Type name and title, if any

Secured Party: Maryland National Bank

X By: Stephen J. Luongo (Seal)
Stephen J. Luongo, Asst. Vice President
Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

11
2800 - 50

RETURN TO:
MARYLAND NATIONAL BANK
ATTN: LEGAL DOCUMENTATION
REVIEW UNIT
P.O. BOX 17372
BALTIMORE, MARYLAND 21203

LIBER 549 FOLIO 595

279535

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 $ 14,000.00 . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s): Multimarine Services,Inc.

Address(es): 4700 Belle Grove Rd. Unit 4
Baltimore, Maryland 21225

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. _____

6. Secured Party: Maryland National Bank

Address: Department: Shipley Linthicum
Post Office Box 987, Mailstop Stop 500508
Baltimore, Maryland 21203

Attention: Pam Hale

(Mr. Clerk: Please return to Maryland Nationai 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, contractural 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):

Onen Model # 1500DVE15R26986A
Serial No. C860805102 & Trailer permanetly mounted Tag A Long Trailer
Model G6M Serial # 454 DX

Debtor: Multimarine Services Inc.

By: _____ (Seal)
Type name and title, if any Dennis F. Murphy- President

By: _____ (Seal)
Type name and title, if any Joseph F. Smith- V. President

Secured Party: Maryland National Bank

By: _____ (Seal)
Deborah N. Wicker, ~~Business~~Banking Officer

RECORD FEE 11.00
RECORD TAX 98.00
.50
#545700 C777 R03 T11:02
12/28/89
SCHAFER
CIRCUIT COURT

MARYLAND NATIONAL BANK

207-96 REV. 7/88

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

98.50

BOOK 549 PAGE 596

279536

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 $ 157,803.38 . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the Initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s): Address(es):

Commerce Printing Company, Inc. 7513 Connelley Drive
Hanover, Maryland 21076

6. Secured Party: Maryland National Bank Address: Department: Anne Arundel Review Unit
Post Office Box 987, Mailstop 500-270
Attention: Lisa Edwards
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may from 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):

Refurbished 16 Station E.K. Design Inserter,
6 x 9 Stacker, Model EK10M16, Serial 112785

Debtor: Commerce Printing Company, Inc.

By: X _____ (Seal)
Type name and title, if any Ronald C. Kinery, Pres.

By: X _____ (Seal)
Type name and title, if any Alan Keller, Vice Pres.

Secured Party: Maryland National Bank

By: X _____ (Seal)
Mary-Paul Hermance
Commercial Loan Officer
Type name and title

207-95 REV 1/88

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

RECORDING FEE 11.00
RECORD TAX 294.00
POSTAGE CK .50
VE4:11A 27TT R03 T11:06
12/28/89
CATHERINE SCHAFER
AA CO. CIRCUIT COURT

11
294
50

EXHIBIT A

CERTIFICATION FOR ALLOCATION OF MARYLAND RECORDATION TAX

TO: Anne Arundel County DATE:

RE: Commerce Printing Company, Inc.

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of exempt Collateral $ 115,803.38

2. Value of non-exempt Collateral $ 42,000.00

3. Value of Total Collateral $ 157,803.38

4. Computation of Amount of Debt Exempt from Recordation Tax:

VALUE OF EXEMPT COLLATERAL / VALUE OF TOTAL COLLATERAL	X	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
$ 115,803.38 / 157,803.38	x	$ 157,803.38	=	$ 115,803.38

5. Loan Amount - Amount of Debt Exempt from Tax = Amount of Non-Exempt Debt

$ 157,803.38 - $ 115,803.38 = $ 42,000.00

6. Recordation Tax Due on Non-Exempt Debt:

Amount of Non-Exempt Debt	x	Tax Rate Per $1,000	=	Recordation Tax Due
$ 42,000.00	x	$ 7.00	=	$ 294.00

By: X _____ (SEAL)
Ronald C. Kimery, President

By: X _____ (SEAL)
Alan Keller, Vice President

549 PAGE 598

279537

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): Drs.Herzinger, Biles & Zagula, P.A.

Address(es): 1600 Crain Highway, SW
Suite 503, Crain Towers
Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank

Address: Department: AARU
Post Office Box 987, Mailstop 500-270
Baltimore, Maryland 21203

Attention: Lynn Amos

(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, contractural 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 Daljit Sawhney (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):
1600 Crain Highway, SW
Suite 503, Crain Towers
Glen Burnie, Maryland 21061

Debtor: Drs.Herzinger, Biles & Zagula, P.A.

By: X _____ (Seal)
Type name and title, if any
Raymond G. Herzinger, President

By: _____ (Seal)
Type name and title, if any

Secured Party: Maryland National Bank

By: Deborah N. Wicker (Seal)

Deborah N. Wicker, Business Banking Officer
Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

RECORD FEE 11.00
RECEIPT # 27170 DATE 12/28/89 T11:07
GK
H. EARLE SCHAFER
CLERK, CIRCUIT COURT

Anne Arundel County
A/C# C-02-07749-3

BOOK 549 PAGE 599

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279538

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Drive Pasadena, MD 21122

2. SECURED PARTY

Name White GMC Trucks of Baltimore

Address 7014 E. Baltimore Street Baltimore, MD 21224

Orix 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

RECORD FEE 17.00
POSTAGE .50
#543740 C777 R03 T11:07
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"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:
Orix 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)

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Glen Burnie Hauling, Inc.

_____
(Signature of Debtor)

Mike Gunther, Pres.
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

White GMC Trucks of Baltimore

_____
(Signature of Secured Party)

Robert E. Meehan, Pres
Type or Print Above Signature on Above Line

17.50

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

BOOK 549 PAGE 610

TO: White GMC Trucks of Baltimore ("Seller") FROM: Glen Burnie Hauling, Inc. ("Buyer")

7014 E. Baltimore Street Baltimore, MD 21224 (Address of Seller)

1760 West Drive 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) 1990 White Model WG64 Tandem Cab & Chassis S/N 4V2JCBME7LR805262 W/One (1) Used Leach 31 yd. refuse body, S/N 2RII-31-2230

*See Schedule "A" attached hereto and made a part hereof for payment schedule.

(1) TIME SALES PRICE	$100,235.91
(2) Less DOWN PAYMENT In Cash	$ -0-
(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	$ -0-
(4) CONTRACT PRICE (Time Balance)	$100,235.91

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 Drive (Street and Number) Pasadena (City) Anne Arundel (County) Maryland (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 ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred thousand two hundred thirty five and 91/100********** Dollars ($100,235.91) being the above indicated Contract Price (hereinafter called the "time balance") in * successive monthly installments, commencing on the 14th day of January 19 90 and continuing on the same date each month thereafter until paid; the first * installments each being in the amount of $ * and the final installment being in the amount of $ * with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: December 14, 19 89

Accepted: White GMC Trucks of Baltimore (SEAL) (Print Name of Seller Here)

By: [signature]

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

BUYER(S)-MAKER(S):

Glen Burnie Hauling, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: [signature]

Co-Buyer-Maker: (SEAL)

(Print Name of Co-Buyer-Maker Here)

By:

CA-L-2XD(1-75)

© 1989 ORIX Credit Alliance, Inc.

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all 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. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

_____(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 ORIX 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 ORIX Credit Alliance, Inc.

Date: _____, 19 ____ _____(SEAL) } **Signature of Seller**

(Corporate, Partnership or Trade Name or Individual Signature)

_____ By: _____

(Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

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ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), 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 December 14, 1989, between White GMC Trucks of Baltimore, as Seller/Lessor/Mortgagee and Glen Burnie Hauling, Inc. 1760 West Drive Pasadena, MD 21122 (Name) (Address) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI 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 OCAI 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 OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI 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 OCAI 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 OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI 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 OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is $ 100,233.91.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 14th day of December, 19 89.

White GMC Trucks of Baltimore (Seal)

(Seller/Lessor/Mortgagee)

By: X

(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.)

CA-L-5A

END LIBER