

ANNE ARUNDEL COUNTY, MARYLAND

# UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

H ERLE SCHAFER  
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

**LIBER**

**555**



CDF/02-21-89  
9794X (514X)  
SSA-SFC(0)(4)  
SSA-CONST/PERM(4)

FORM 555 PAGE 01

280642

To be recorded	Not subject to recordation
(1) in the Land Records of Anne Arundel County;	tax
(2) in the Financing Statement Records of Anne Arundel County; and	Principal amount is
(3) with the Maryland State Department of Assessments and Taxation	\$ 92,000.00

REGISTRATION FEE  
POSTAGE  
#750940-0237 REC 10/14/89  
CK, H. FINE REGISTER  
AA DV. CIRCUIT COURT

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

SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor:	Mailing Address of Debtor:
<u>Allan Barkdoll</u> <u>Penny Barkdoll</u>	<u>1622 Oldtown Rd.</u> <u>Edgewater, MD 21037</u>
2. Secured Party:	Address of Secured Party:
STERLING BANK & TRUST CO., a bank and trust company organized and existing under the law of Maryland,	Suite 201 111 East Water Street Baltimore, Maryland 21202

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

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

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows,

1408

CDF/02-21-89  
9794X (514X)  
SSA-SFC(0)(4)  
SSA-CONST/PERM(4)

555 BEE 02

stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

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

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

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$ 92000.00. 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:

Allan Barkdoll  
Allan Barkdoll

Penny Barkdoll  
Penny Barkdoll

Date: 4-17, 1989

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

CDF/02-21-89  
9794X (514X)  
SSA-SFC(0)(4)  
SSA-CONST/PERM(4)

FINANCING STATEMENT

by

Allan Barkdoll and Penny Barkdoll Debtor

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

~~PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.~~

BEING KNOWN AND DESIGNATED as Lot Numbered 8 in Block numbered Three (3)  
as per Plat of Section A, Rose Haven on the Bay, which said Plat is recorded  
among the Land Records of Anne Arundel County in Plat Book No. 2, now re-  
corded in Plat Book No. 20, folio 6.



555 FILE 114  
**UNIFORM COMMERCIAL CODE**  
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523  
ID No. \_\_\_\_\_

Page No. 506

1. Debtor(s) Eagle Development Corporation  
Name or Names - Print or Type  
P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip

2. Secured Party Provident Bank of Maryland  
Name or Names - Print or Type  
114 E. Lexington Street, Baltimore, Maryland 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot Nos. LOT 77 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: April 2, 1990

PROVIDENT BANK OF MARYLAND

Alex J. Huggenhan

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(035-90)

10 30

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506  
ID No. \_\_\_\_\_

Eagle Development Corporation  
Name or Names - Print or Type  
1. Debtor(s)  
P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip

Provident Bank of Maryland  
Name or Names - Print or Type  
2. Secured Party  
114 E. Lexington Street, Baltimore, Maryland 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot Nos. LOT 89 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: April 2, 1980

PROVIDENT BANK OF MARYLAND

Alex J. Suggento

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(068-90)

10 00 50

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. \_\_\_\_\_

1. Debtor(s) Eagle Development Corporation  
Name or Names - Print or Type  
P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip

2. Secured Party Provident Bank of Maryland  
Name or Names - Print or Type  
114 E. Lexington Street, Baltimore, Maryland 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot Nos. LOT 3 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: April 2/1980 PROVIDENT BANK OF MARYLAND  
[Signature]

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(040-90)

1000

555 07

280643

FINANCING STATEMENT

Not subject to recordation tax  
\$30,000.00

1. Name of Debtor(s): Northward Corporation  
Address: 8004 Jumpers Hole Road  
Pasadena, Maryland 21122

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

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

4. This Financing Statement covers the following types (or items) of property:  
Various equipment - list attached

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

Debtor(s):

Northward Corporation.....

By:

Reese W. Diggs, Jr.  
.....  
.....

Secured Party:

Annapolis Banking & Trust Company  
.....  
(Type Name of Dealership)

By:

William A. Busik  
.....  
(Authorized Signature)

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

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

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

555 PHE 118

April 10, 1990

Bill,

The following is a list of equipment you requested with costs and serial numbers:

EQUIPMENT	SERIAL #	COST
2 Ton Vibratory Roller	MR20004901489E14K	\$ 4795.00
Walk Behind Concrete Saw	59747	\$ 1860.06
Two (2) Engine Hoists	N/A	\$ 1651.35
Sewer Cleaning Machine	1582	\$ 1211.40
T/B Post Hole Digger	55001244	\$ 2912.00
Eighteen Foot Equip Lift	0690-042898	\$ 970.33
Three (3) Equip Trailers	1C9BT1624L1193101 1C9ST1217L1193171 1C9ST1219L1193172	\$ 4304.00
Misc Compaction Equip	627701438 554401598	\$ 1987.98
Nine (9) Generators	1008121 1004212 1004234 1036163 1036169 1036161 1036192 1033639 1033648	\$ 5781.24
Six (6) Garden Tillers	90RM30B-120 90RM30B-121 90RM30B-125 90GL5020BR-210 90GL5020BR-179 89GL5020BR-240	\$ 3790.72
TOTAL		\$29264.08

280644

BOOK 555 PAGE 09

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

This financing statement Dated 4-18-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name 3 B's Bakery
Address 8711 Ft. Smallwood Rd., Pasadena, MD 21122

2. SECURED PARTY

Name HOBART CORPORATION
Address Executive Offices Troy, Ohio 45374

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

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

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

One(1) 5018V-1 Scale
One(1) QC22A Two Section Freezer
Two(2) HRW 18 Bakers Food Files

CONDITIONAL SALES CONTRACTS
Secured Party is Seller

RECORD FEE 11.00

#643020 0777 R03 T09:29

CK 04/24/90

Annapolis # 197989

H. ERLE SCHAFER

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
3 B's Bakery
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

280645

555 FILE 10

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS  YES  NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 04-23-1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address: <b>Wheatley &amp; Ranquist</b> <b>34 Defense Street</b> <b>Annapolis, MD 21401</b>	Check the box indicating the kind of statement. <u>Check only one box.</u>  <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name and address of Secured Party <b>Bay National Bank</b> <b>2661 Riva Road</b>  <b>Annapolis, MD 21401</b>	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 \$ n/a

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.

Wheatley & Ranquist By: <i>Charles F. Wheatley</i> Charles F. Wheatley, Partner	Bay National Bank <i>Thomas D. O'Brien</i> Signature of Secured Party Thomas D. O'Brien, Vice President
---	--

12.00  
MISTAKE .50  
04/24/90  
H. ERLE SCHAFER  
IN CO. CIRCUIT COURT

12th

Recordation Tax on Principal Amount of \$ 554,500.00 is payable on a Deed of Trust recorded simultaneously herewith among the Land Records of Anne Arundel County

555 11

280646

<input checked="" type="checkbox"/> TO BE	) RECORDED	___ SUBJECT TO	) RECORDING TAX
	) IN THE FINANC		) ON PRINCIPAL
<input type="checkbox"/> NOT TO BE	) ING STATEMENT	<input checked="" type="checkbox"/> NOT SUBJECT TO	) AMOUNT OF
	RECORDS OF		\$ 554,500.00

ANNE ARUNDEL COUNTY  
FINANCING STATEMENT

THE DEMPSEY COMPANY, INC.

Name or Names-Print or Type

2106 Renard Court, Annapolis, Maryland 21401

1. Debtor(s): Address-Street No., City-County State Zip Code

Name or Names-Print or Type

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

SOCIETY MORTGAGE CORPORATION

Name or Names-Print or Type

2. Secured Party:

1290 Silas Deane Highway, Wethersfield, CT 06109

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

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

See Exhibit "B" attached hereto and made a part hereof.

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

See Exhibit "A" attached hereto and made a part hereof.

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are \_\_\_ are not covered.

7. Products of collateral \_\_\_ are  are not covered.

DEBTOR(S): THE DEMPSEY COMPANY, INC.

By: [Signature], President

James Dempsey  
Type or Print

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

James G. Prince  
Semmes, Bowen & Semmes  
250 W. Pratt Street  
Baltimore, MD 21201

17<sup>00</sup><sub>30</sub>

1712

Exhibit "A"

555 PAGE 12

Lots numbered Forty-Five (45), Forty-Six (46) and Three (3) in the subdivision known as "Second Revised Plats 1 through 4, (and Administrative Plat), Crofton Orchard" as per Plats thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115 at Plats numbered 12 through 16.

EXHIBIT B

555 13

All of Debtor's now owned or hereafter acquired tangible and intangible personal property located on the Property or used in the construction, maintenance or present or future operations of the Property or having any use in connection with Debtor's business or the Property, including without limitation (collectively "Collateral"):

(a) All fixtures, furnishings, furniture, machinery, tools, motor vehicles, insurance refunds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreation, window or structural cleaning rigs, maintenance, lawn care, exclusion of vermin or insects, removal of dust, refuse or garbage, feed bins, grain storage or processing equipment, and all other equipment of every kind including motor vehicles), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heater, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and baskets, screens, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures, and all office, maintenance and other supplies and all electric wiring, heating, plumbing, plumbing fixtures, heating fixtures and all other personal property now or hereafter used in the construction, maintenance, or operations of, or having any use in connection with, the Property; and

(b) All present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, negotiable instruments of any sort, conditional sales contracts, bailment leases, security agreements and other forms of obligations, documents or title, instruments, policies and certificates of insurance, subsidies, entitlements, allotments, production bases and participation rights in and proceeds from governmental farm programs together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing; and

(c) All increases, substitutions, replacements and additions to any of the foregoing; and

(d) All present and future leases and contracts for the rental or sale of the Property, the improvements thereon, or any part thereof, and all deposits thereunder, and all present and future accounts, instruments (promissory notes and mortgages), and chattel paper received by Debtor and arising in connection with the sale or lease or other transfer of the Property or any part thereof; and

(e) All present and future contracts or undertakings between Debtor (or Debtor's agent) and any architect, engineer, contractor, developer or any third person rendering services or materials to Debtor in connection with the acquisition, site development or sale of the Property; and

(f) All goods, trade fixtures, inventory, swine, poultry, cattle, horses and other livestock, and all crops, seed and farm products of any kind; and

(g) All proceeds, including insurance proceeds of the foregoing of every type, as all of the above are defined in the Maryland Uniform Commercial Code.

8202-1  
Exhibit.B

555 15

FINANCING STATEMENT

File No.

This Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code. RETURN TO SECURED PARTY.

<p>1. DEBTOR(S) and Address(es)</p> <p>United Products Distributors, Inc. 717 Hammonds Ferry Road Linthicum, Maryland 21001</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND 210 Guilford Avenue Baltimore, Maryland 21202 Attn.: Commercial Finance Division Daniel S. Tritsch, T0503</p>
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3. This Financing Statement covers the following types (or items) of property ("Collateral"): All of the property described in subparagraphs A through C below unless one or more boxes are marked; if one or more boxes are marked, "Collateral" includes only the property described next to the box or boxes marked.

A. All of Debtor's present and future accounts, contract rights, receivables, instruments, documents, chattel paper and general intangibles, all rights to the payment of money due or to become due to Debtor for any reason whatsoever, and all right and interest of Debtor in and to all goods returned or repossessed or stopped in transit, the sale, lease or other provision of which gave rise to an account and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

B. All of Debtor's present and after-acquired inventory, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale, lease or other provision to customers of Debtor or used, useable or consumed in the course of Debtor's business, all property and devices in or on which any of the foregoing is stored or maintained, whether in the possession and control of Debtor or of a third party for the account of Debtor and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

C. Other:

RECORD FEE 11.00  
CK #643150 CTTT R03 T10:03  
04/24/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

4. Proceeds (including insurance proceeds) and products of Collateral are also covered hereunder.

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

DEBTOR:  
United Products Distributors, Inc.  
(Type Name)

SECURED PARTY:  
By: [Signature]

By: [Signature]  
Joseph Kaelin, President  
(Type or print name and title)

Gary W. Thomas, Vice President  
(Type or print name and title)  
APR 20, 1990  
(Date signed by Debtor)

INSTRUCTIONS: Sign in ink. Type or print other information in ink. Margins are for use of Filing Officer only.

11/50

STATE OF MARYLAND

ANNE ARUNDEL, MD

555 16

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267014

RECORDED IN LIBER 510 FOLIO 441 ON APR 7, 1987 (DATE)

1. DEBTOR

Name Telenet Communications Corporation

Address 12490 Sunrise Valley Drive, Reston, Virginia 22096

2. SECURED PARTY

Name Union-Tidewater Financial Corporation

Address 7 St. Paul Street, Baltimore, Maryland 21202

RECORD FEE 10.00

#643220 C777 R03 T10:09  
04/24/90

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

H. ERLE SCHAFER

3. Maturity date of obligation (if any) Not subject to recordation tax.

AA CO. CIRCUIT COURT

CHECK  FORM OF STATEMENT

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

Dated March 30, 1990

*Laurie L. Zissimos*  
(Signature of Secured Party)

Laurie L. Zissimos, Vice President  
(Type or Print Above Name on Above Line)

DJ

8466

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

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

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) MERSON, PAUL W. 7605 RAE RD. Hanover, MD. 21076	2. SECURED PARTY(IES) AND ADDRESS(ES) FORD MOTOR CREDIT CO. 10000 FORD MOTOR CREDIT CO. DEPT. 1000 FORD MOTOR CREDIT CO. PO BOX 1000 FORD MOTOR CREDIT CO.
---	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)  
Book 512 Page 271

3. This statement refers to original Financing Statement No. 267629 Dated: 5/18/87

A. Continuation . . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release . . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment . . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination . . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
---	--	--	--

RECORD FEE 10.00  
POSTAGE .50  
#643310 0777 R03 T10:19  
04/24/90

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel Co.

H. ERLE SCHAFFER  
AA CO. CIRCUIT COURT

Dated: 4/10, 1990 By: J. Doran  
Ford Motor Credit Co  
(NAME OF SECURED PARTY)

105

280648

FORM 555 PAGE 18

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 Yesteryears Food & Beverage  
Address 187 Annapolis Mall, Annapolis, MD 21401

2. SECURED PARTY

Name Midlantic Commercial Leasing  
Address 225 W. 34th St  
New York, NY 10122

RECORD FEE 11.00  
CK  
#643390-0777 R03 T10:34  
04/24/90  
H. ERLE SCHAFER

Person And Address To Whom Statement Is To Be Returned If Different From Above HH CO. CIRCUIT COURT

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

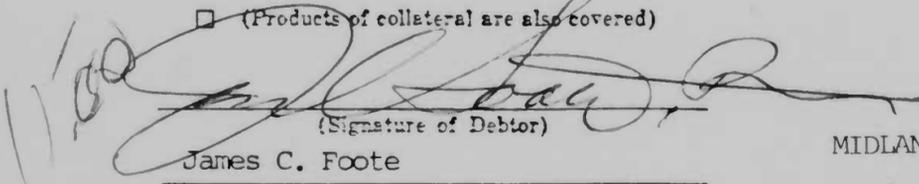
4. This financing statement covers the following types (or items) of property: (list)

- 1- Traolsen #752634 One Door Freezer, 1- Garland Steamer w/tilt Kettle 250<sup>m</sup> BTU #CC2GG250 MK 42/KT6S, 1- Amana 2000 Watt 208/230 Volt Micro Wave Oven #RC20SE, 1- TRAU/SEN GHT2-32-WUT Refrigerator

NOT SUBJECT TO RECORDATION TAX  
SECURED PARTY IS THE SELLER

CHECK  THE LINES WHICH APPLY

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

*11/00*  
  
(Signature of Debtor)

James C. Foote  
Type or Print Above Name on Above Line

MIDLANTIC COMMERCIAL LEASING CORP.

  
(Signature of Secured Party)

(Signature of Debtor)

T. BANKS

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

555 19

STATE OF MARYLAND

280649

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

If transaction or transactions wholly or partially subject to records-  
don't tax indicate amount of taxable debt here. \$ 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 Stevens, James R. T/A Stevens Excavating  
Address 1603 Colbert Road Annapolis, MD 21401

2. SECURED PARTY

Name Brandywine Auto Sales, Inc.  
Address Rt. 301 & 381 Brandywine, MD 20613

RECORD FEE  19.00

POSTAGE .50

#643420 0777 R03 T11:12

Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

04/24/90

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

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James R. Stevens T/A Stevens Excavating

[Signature]  
(Signature of Debtor)

JAMES R. STEVENS  
Type or Print Above Name on Above Line

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

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

Brandywine Auto Sales, Inc.

[Signature]  
(Signature of Secured Party)

HENRY MIENHARDT  
Type or Print Above Signature on Above Line

CONDITIONAL SALE CONTRACT NOTE

James R. Stevens T/A

TO: Brandywine Auto Sales, Inc. ("Seller")

FROM: Stevens Excavating ("Buyer")

Rt. 301 & 381 Brandywine, MD 20613 (Address of Seller)

1603 Colbert 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) 1985 Kenworth Model W900 Tandem Axle Dump Truck S/N 1NKWLBOX4PK328396 W/14 1/2' East Aluminum Dump Body, S/N A1364 \*See Schedule "A" attached hereto and made a part hereof for payment schedule.

Table with 10 rows of financial items: (1) CASH SALE PRICE \$39,500.00, (2) DOWN PAYMENT In Cash \$4,000.00, (3) DOWN PAYMENT In Goods\* (Trade-In Allowance) \$0, (4) UNPAID BALANCE [Items (1) - (2) - (3)] \$35,500.00, (5) INSURANCE and other Benefits \$200.00, (6) OFFICIAL or DOCUMENTARY FEES \$0, (7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] \$35,700.00, (8) FINANCE CHARGE (Time Price Differential) \$11,420.88, (9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] \$47,120.88, (10) TIME SALES PRICE [Items (2)+(3)+(9)] \$51,120.88

\*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: 1603 Colbert 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 Forty seven thousand one hundred twenty and 88/100 Dollars (\$47,120.88) being the above indicated Contract Price (hereinafter called the "time balance") in 42 successive monthly installments, commencing on the 19th day of May 1990, and continuing on the same date each month thereafter until paid; the first \* installments each being in the amount of \$ \* and the final installment being in the amount of \$ \* with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

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

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

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

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

Date: April 17, 19 90 BUYER(S)-MAKER(S): James R. Stevens T/A Stevens Excavating (SEAL) Accepted: Brandywine Auto Sales, Inc. (Print Name of Seller Here) By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Buyer-Maker Here) (SEAL) By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here)

This instrument prepared by

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale, applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

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

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELFECTION 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.) (Guarantor-Endorser)

\_\_\_\_\_  
(L.S.) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to 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. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, 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 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 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\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller

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

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

ASSIGNMENT 555 PAGE 22

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 April 17, 1990

between Brandywine Auto Sales, Inc. as Seller/Lessor/Mortgagee, and James R. Stevens T/A Stevens Excavating 1603 Colbert Road Annapolis, MD 21401

(Name) (Address) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in 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 to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by the contract. We further represent, warrant and agree that 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 to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and 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. If any of our representations are or become untrue, we will immediately pay to OCAI the then unpaid balance outstanding under the contract without requiring OCAI to proceed against any person or property. In consideration of OCAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, OCAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. OCAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to OCAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in OCAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that OCAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon OCAI's request, pay to OCAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by OCAI in accordance with OCAI's usual procedures and will be such amount as will enable OCAI to receive, with respect to the contract, such rate of return as OCAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto OCAI any interest that we may have in the Property and/or any monies that OCAI may be holding for our account. Upon our execution hereof, we shall have no authority without OCAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract or (c) would have constituted an event of default during the term of this contract; and (2) the unpaid balance of the contract assigned, hereby is \$ 47,120.88

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of April, 19 90. Brandywine Auto Sales, Inc. (Seal) (Seller/Lessor/Mortgagee)

By: [Signature]

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

PRINT OR TYPE ALL INFORMATION

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

STATE CORPORATION COMMISSION  
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF Anne Arundel)  
P. O. Box 71, Annapolis, MD 21404  
Attn: Recording Dept.

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

#126500 C777 R01 Time 14:03  
10/22/87  
Book 519 Page 208 #270306

Index numbers of subsequent statements (For office use only)

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

Richard W. Shockey, Jr.  
15824 Dorset Road  
Laurel, MD 20707

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

( ) ORIGINAL FINANCING STATEMENT  
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.

( ) CONTINUATION-ORIGINAL STILL EFFECTIVE DJ

( ) AMENDMENT

( ) ASSIGNMENT

( ) PARTIAL RELEASE OF COLLATERAL

(X) TERMINATION

RECORD FEE 10.00  
POSTAGE .50  
#343460 C777 R03 T11:14  
04/24/90

Name & address of Secured Party

Sovran Bank, N.A.  
P. O. Box 231  
Leesburg, VA 22075  
Attn: Tommie L. Critchfield

Name & address of Assignee

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Date of maturity if less than five years

Proceeds of collateral are covered   
Products of collateral are covered

Description of collateral covered by original financing statement

Chestnut filly (yearling) out of Miswaki foaled 2/25/86; Broodmare Bannockburn (1978) and resulting foal from Sport-in-Life; filly (weanling) out of Spectacular Bid (dam Bannockburn)

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

Chestnut filly (yearling) out of Miswaki foaled 2/25/86; Broodmare Bannockburn (1978) and resulting foal from Sport-in-Life; filly (weanling) out of Spectacular Bid (dam Bannockburn)

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

Sovran Bank, N.A.

Signature of Secured Party if applicable (Date)

By: *Tommie L. Critchfield*  
Tommie L. Critchfield 4/2/90

PRINT OR TYPE ALL INFORMATION

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

STATE CORPORATION COMMISSION  
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF Anne Arundel County)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

#00408 C777 R02 Time 13:46  
9/10/85 Liber 489 Page 390  
#258385

Index numbers of subsequent statements (For office use only)

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

Richard and Susan Shockey  
15824 Dorset Road  
Laurel, MD 20707

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

( ) ORIGINAL FINANCING STATEMENT  
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.

( ) CONTINUATION-ORIGINAL STILL EFFECTIVE

( ) AMENDMENT

( ) ASSIGNMENT

( ) PARTIAL RELEASE OF COLLATERAL

(X) TERMINATION

RECORD FEE 10.00  
POSTAGE .50

DJ

Name & address of Secured Party

Sovran Bank, N.A.  
P. O. Box 231 (Formerly 10440 Main St.)  
Leesburg, VA 22075 (Fairfax, VA 22033)  
Attn: Tommie L. Critchfield

Name & address of Assignee

#643470 C777 R03 T11:15  
04/24/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Date of maturity if less than five years

Proceeds of collateral are covered   
Products of collateral are covered

Description of collateral covered by original financing statement

Four year old thoroughbred mare, Heartbreak, with resulting foal from 1985 breeding to General Assembly.

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

Four year old thoroughbred mare, Heartbreak, with resulting foal from 1985 breeding to General Assembly.

Describe Real Estate if applicable:

Sovran Bank, N.A.

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)  
By: *Tommie L. Critchfield*  
Tommie L. Critchfield 4/2/90

PRINT OR TYPE ALL INFORMATION

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

STATE CORPORATION COMMISSION UCC Div., Box 1197, Richmond, Va. 23209  LOCAL (CLERK OF Anne Arundel \_\_\_\_\_)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements. #094590 C777 R04 Time 10:27  
4/5/88 Book 525 Page 196 #272332

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.  
  
Richard W. Shockey, Jr.  
15824 Dorset Road  
Laurel, MD 20707

Check the box indicating the kind of statement. Check only one box.  
( ) ORIGINAL FINANCING STATEMENT  
The debtor(s) hereby grants to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.  
( ) CONTINUATION-ORIGINAL STILL EFFECTIVE (DJ)  
( ) AMENDMENT  
( ) ASSIGNMENT  
( ) PARTIAL RELEASE OF COLLATERAL  
(X) TERMINATION  
RECORD FEE 10.00  
#643480 C777 R03 T11:15  
04/24/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Name & address of Secured Party  
Sovran Bank, N.A.  
P. O. Box 231  
Leesburg, VA 22075  
Attn: Tommie L. Critchfield

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered   
Products of collateral are covered

Description of collateral covered by original financing statement  
Broodmare Heartbreak and weanling (1987 colt) out of Slew O'Gold

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.  
Broodmare Heartbreak and weanling (1987 colt) out of Slew O'Gold

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date) \_\_\_\_\_  
Signature of Secured Party if applicable (Date)  
By: Tommie L. Critchfield 4/2/90

STATE OF MARYLAND

555 FILE 26

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 278142

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON August 1, 1989 (DATE)

1. DEBTOR

Name North American Beauty Services  
Address 6750 Bay Meadow Drive, Glen Burnie, MD 21061

DJ

2. SECURED PARTY

Name XL/Datacomp, Inc.  
Address 908 North Elm St., Hinsdale, IL 60521

RECORD FEE 10.00  
#643510 0777 R03 T11:18  
04/24/90

Person And Address To Whom Statement Is To Be Returned If Different From Above. 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:   
(Indicate whether amendment, termination, etc.)

Citicorp North America, Inc.  
601 Midland Avenue  
Rye, NY 10528

All collateral as described on original filing.

749049-2

Dated March 19, 1990

*William H. Savelle*  
(Signature of Secured Party)

XL/Datacomp, Inc.  
Type or Print Above Name on Above Line

280650

No recordation tax due per §12-108(k)(1) and (2)

TO BE  
NOT TO BE

RECORDED IN LAND RECORDS

555 27

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR: BROWN'S MARYLAND MOTORS, INC. t/a TOYOTA CITY and BROWN'S TOYOTA CITY 7167 Ritchie Highway Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY: MELLON BANK, N.A. Dealer Business Center Two Mellon Bank Center-Room 220 Pittsburgh, Pennsylvania 15258

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

See attachments.

4. Proceeds of collateral are covered.

RECORD FEE 12.00  
POSTAGE .50  
#643810 DT77 R03 T11:41  
04/24/90

DEBTOR: BROWN'S MARYLAND MOTORS, INC. t/a TOYOTA CITY and BROWN'S TOYOTA CITY

SECURED PARTY: MELLON BANK, N.A.

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

By: [Signature] Title

By: \_\_\_\_\_ Title

RETURN TO: Fran Landers, c/o Ober, Kaler, Grimes & Shriver 120 E. Baltimore Street Baltimore, Maryland 21202-1643

C:\DOCS\FEL\MELLON4

123

ATTACHMENT TO UCC-1

3. This Financing Statement covers the following property and all proceeds (cash and non-cash) thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

a. All of the Debtor's inventory, both now owned and hereafter acquired, as the same may now and hereafter from time to time be constituted (including, without limitation, all present and future inventory of parts, supplies, equipment and accessories);

b. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents), both now owned and hereafter acquired, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account;

c. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, copyrights, trademarks and patents), both now owned and hereafter acquired;

d. All of the Debtor's chattel paper both now owned and hereafter existing, acquired or created, together with (i) all monies 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 (iv) all property and goods, both now owned and hereafter acquired by the Debtor, which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of the Debtor, together with all rights incident to such property and goods; and

280651

\_\_\_ TO BE  
✓ NOT TO BE

RECORDED IN  
LAND RECORDS

No recordation tax due  
per §12-108(k)(1) and (2)

555 29

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR: HHS ASSOCIATES, INC.  
t/a BROWN'S HYUNDAI CITY  
7165 North Ritchie Highway  
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY: MELLON BANK, N.A.  
Dealer Business Center  
Two Mellon Bank Center-Room 220  
Pittsburgh, Pennsylvania 15258

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

See attachments.

4. Proceeds of collateral are covered.

RECORD FEE 12.00  
POSTAGE .50  
#643820 0777 R03 T11:41

DEBTOR:  
HHS ASSOCIATES, INC.  
t/a BROWN'S HYUNDAI CITY

SECURED PARTY:  
MELLON BANK, N.A.

CK 04/24/90  
H. ERLE SCHAFFER  
AA CO. CIRCUIT COURT

By: [Signature]  
Title

By: \_\_\_\_\_  
Title

RETURN TO: Fran Landers, c/o Ober, Kaler, Grimes & Shriver  
120 E. Baltimore Street  
Baltimore, Maryland 21202-1643

C:\DOCS\FEL\MELLON4

128

3. This Financing Statement covers the following property and all proceeds (cash and non-cash) thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

a. All of the Debtor's inventory, both now owned and hereafter acquired, as the same may now and hereafter from time to time be constituted (including, without limitation, all present and future inventory of parts, supplies, equipment and accessories);

b. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents), both now owned and hereafter acquired, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account;

c. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, copyrights, trademarks and patents), both now owned and hereafter acquired;

d. All of the Debtor's chattel paper both now owned and hereafter existing, acquired or created, together with (i) all monies 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 (iv) all property and goods, both now owned and hereafter acquired by the Debtor, which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of the Debtor, together with all rights incident to such property and goods; and

AA. Co.  
(19)

555 31

\_\_\_ TO BE  
✓ NOT TO BE

RECORDED IN  
LAND RECORDS

No recordation tax due  
per §12-108(k)(1) and (2)

280652

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR: WILLIAM E. SCHUILING  
c/o Mid-Atlantic Cars, Inc.  
10287 Lee Highway  
Fairfax, Virginia 22030

2. NAME AND ADDRESS OF SECURED PARTY: MELLON BANK, N.A.  
Dealer Business Center  
Two Mellon Bank Center-Room 220  
Pittsburgh, Pennsylvania 15258

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

4. Proceeds of collateral are covered.

RECORD FEE 11.00  
POSTAGE .50  
#643830 0777 R03 T11:41  
04/24/90  
CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR:  
WILLIAM E. SCHUILING

SECURED PARTY:  
MELLON BANK, N.A.

By: William E. Schuling  
Ch  
Title

By: \_\_\_\_\_  
Title

RETURN TO: Fran Landers, c/o Ober, Kaler, Grimes & Shriver  
120 E. Baltimore Street  
Baltimore, Maryland 21202-1643

C:\DOCS\FEL\MELLON4

11/5

ATTACHMENT TO UCC-1

3. This Financing Statement covers the following property and all proceeds (cash and non-cash) thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

a. All of the Debtor's inventory, both now owned and hereafter acquired, as the same may now and hereafter from time to time be constituted (including, without limitation, all present and future inventory of parts, supplies, equipment and accessories);

b. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents), both now owned and hereafter acquired, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account;

c. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, copyrights, trademarks and patents), both now owned and hereafter acquired;

d. All of the Debtor's chattel paper both now owned and hereafter existing, acquired or created, together with (i) all monies 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 (iv) all property and goods, both now owned and hereafter acquired by the Debtor, which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of the Debtor, together with all rights incident to such property and goods; and

280653

\_\_\_ TO BE

RECORDED IN  
LAND RECORDS

No recordation tax due  
per §12-108(k)(1) and (2)

\_\_\_ NOT TO BE

555 33

FINANCING STATEMENT

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

- 1. NAME AND ADDRESS OF DEBTOR: WESH, INC., t/a HONDA CITY and BROWN'S HONDA CITY  
5804 Ritchie Highway  
Baltimore, Maryland 21225
- 2. NAME AND ADDRESS OF SECURED PARTY: MELLON BANK, N.A.  
Dealer Business Center  
Two Mellon Bank Center-Room 220  
Pittsburgh, Pennsylvania 15258

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

See attachments.

4. Proceeds of collateral are covered.

RECORD FEE 12.00  
POSTAGE CK .50  
#643840 C777 R03 T11:42

DEBTOR:  
WESH, INC., t/a HONDA CITY  
and BROWN'S HONDA CITY

SECURED PARTY:  
MELLON BANK, N.A.

04/24/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

By: [Signature]  
Title

By: \_\_\_\_\_  
Title

RETURN TO: Fran Landers, c/o Ober, Kaler, Grimes & Shriver  
120 E. Baltimore Street  
Baltimore, Maryland 21202-1643

C:\DOCS\FEL\MELLON4

12.4

ATTACHMENT TO UCC-1

3. This Financing Statement covers the following property and all proceeds (cash and non-cash) thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

a. All of the Debtor's inventory, both now owned and hereafter acquired, as the same may now and hereafter from time to time be constituted (including, without limitation, all present and future inventory of parts, supplies, equipment and accessories);

b. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents), both now owned and hereafter acquired, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account;

c. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, copyrights, trademarks and patents), both now owned and hereafter acquired;

d. All of the Debtor's chattel paper both now owned and hereafter existing, acquired or created, together with (i) all monies 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 (iv) all property and goods, both now owned and hereafter acquired by the Debtor, which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of the Debtor, together with all rights incident to such property and goods; and

555 35

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) Pritt, Fred 1301 Holiben Road Severna Park, MD 21146	2. Secured Party(ies) and address(es) VMS National Residential Portfolio I c/o VMS Realty Inc. 8700 West Bryn Mawr Chicago, IL 60631	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) (DJ)
4. This statement refers to original Financing Statement bearing File No. 256525 Liber 485 Page 11 Filed with Anne Arundel Co., MD Date Filed 4-29-85		RECORD FEE 10.00 POSTAGE .50 #643850 CTTT R03 T11:41 04/24/91
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 above has been assigned to the assignee whose name and address appears in Item 10.		
8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. This financing statement covers the secured interest in VMS National Residential Portfolio I. Please amend debtor information as follows: 2 Evergreen Road Severna Park, MD 21146		

FOI 16439 1134CC

No. of additional Sheets presented:

Leslie Gesme, authorized signatory for VMS Realty Investment, Ltd., attorney-in-fact for Fred Pritt

Re: VMS National Residential Portfolio I  
By: VMS Realty Investment, Ltd.

By: *Leslie Gesme* Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

By: *Leslie Gesme* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3



PRINT OR TYPE ALL INFORMATION

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

STATE CORPORATION COMMISSION UCC Div., Box 1197, Richmond, Va. 23209  LOCAL (CLERK OF Anne Arundel)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements. #237630 C040 R04 Time 9:30  
11/13/88 534-248

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.  
  
Richard W. Shockey, Jr.  
15824 Dorset Road  
Laurel, MD 20707

Check the box indicating the kind of statement. Check only one box.  
( ) ORIGINAL FINANCING STATEMENT  
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.  
( ) CONTINUATION-ORIGINAL STILL EFFECTIVE  
( ) AMENDMENT  
( ) ASSIGNMENT  
( ) PARTIAL RELEASE OF COLLATERAL  
(X) TERMINATION

RECORD FEE 10.00  
POSTAGE .50

DJ

Name & address of Secured Party  
Sovran Bank, N.A.  
P. O. Box 231  
Leesburg, VA 22075  
Attn: Tommie L. Critchfield

Name & address of Assignee  
#643500 0777 R03 T11:1c  
04/24/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Date of maturity if less than five years

Proceeds of collateral are covered   
Products of collateral are covered

Description of collateral covered by original financing statement  
1988 weanling colt out of Slew O'Gold/Heartbreak

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.  
1988 weanling colt out of Slew O'Gold/Heartbreak

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

Sovran Bank, N.A.  
Signature of Secured Party if applicable (Date)  
By: *Tommie L. Critchfield*  
Tommie L. Critchfield 7/2/90

PRINT OR TYPE ALL INFORMATION

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

STATE CORPORATION COMMISSION  
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF Anne Arundel )

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

#407320 C 345 R01 10:48 11/10/88  
534-179

Index numbers of subsequent statements (For office use only)

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

Richard W. Shockey, Jr.  
15824 Dorset Road  
Laurel, MD 20707

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

( ) ORIGINAL FINANCING STATEMENT  
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.

( ) CONTINUATION-ORIGINAL STILL EFFECTIVE

DJ

( ) AMENDMENT

( ) ASSIGNMENT RECORD FEE 10.00

( ) PARTIAL RELEASE OF COLLATERAL POSTAGE .50

(X) TERMINATION #643490 C777 R03 T11:16

04/24/90

Name & address of Secured Party  
Sovran Bank, N.A.  
P. O. Box 231  
Leesburg, VA 22075  
Attn: Tommie L. Critchfield

Name & address of Assignee  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Date of maturity if less than five years

Proceeds of collateral are covered   
Products of collateral are covered

Description of collateral covered by original financing statement  
Security 4 yearlings: Dark Bay or Brown Colt out of Tsunami Slew (3/15/87);  
Bay Colt out of Sauce Boat (4/2/87); Bay Filly out of Saratoga Six (4/13/87); and  
Bay Colt out of Spectacular Bid (5/7/87) which are kept at Woodbrook Farms, Orange, Virginia  
22960

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.  
Security 4 yearlings: Dark Bay or Brown Colt out of Tsunami Slew (3/15/87);  
Bay Colt out of Sauce Boat (4/2/87); Bay Filly out of Saratoga Six (4/13/87); and  
Bay Colt out of Spectacular Bid (5/7/87) which are kept at Woodbrook Farms, Orange, Virginia  
22960

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

Sovran Bank, N.A.

Signature of Secured Party if applicable (Date)

By: Tommie L. Critchfield 3/27/90

AACo  
**FINANCING STATEMENT**

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$5,000.00...

1. Name of Debtor(s): Alexanders Fine Jewelry, Inc.  
Address: 197 Main Street  
Annapolis, MD 21401

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

280655

555 39

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

- All inventory of Debtor, whether now owned or hereafter acquired;
- All equipment of Debtor, whether now owned or hereafter acquired;
- All accounts of Debtor, whether now existing or hereafter arising;
- All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired;
- Other (which may include specific items of the types of collateral described above): All Furniture and Leasehold Improvements of Debtor, whether now owned or hereafter acquired.

(\_\_\_\_\_ if necessary to describe other collateral, Supplemental List of Collateral Number \_\_\_\_\_ is attached to, and made a part of, this Security Agreement);

together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Alexanders Fine Jewelry, Inc.

Debtor(s):

By: George C. Samaras  
George C. Samaras, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

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

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

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

RECORD FEE 11.00  
RECORD TAX 35.00  
POSTAGE .50  
#344180 0777 R03 T13:45  
04/24/90  
CK  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

FINANCING STATEMENT

280656

- 1. XX To be Recorded in the financing statement records of Anne Arundel City/County, Maryland
- 2. \_\_\_\_\_ To Be Recorded in the Land Records of \_\_\_\_\_ City/County, Maryland.
- 3. \_\_\_\_\_ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 4. X Not subject to Recordation Tax.
- 5. \_\_\_\_\_ Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtors(s) certifies that with the filing of this Financing Statement or a duplicate of this financing statement, the recordation tax on the initial debt has been paid.

6. Debtor(s) Names(s) Address(es)  
 Capitol Bicycle, Inc. 25 Old Solomons Island Road  
 Annapolis, Maryland 21401

7. Secured Party Address  
 The First National Bank of Maryland 25 South Charles Street  
 Attention: Peggy Hall Banc 120-011 Baltimore, Maryland

RECORD FEE 11.00  
 POSTAGE CK .50

8. Unless otherwise defined, all terms used herein, including, but not limited to, "Proceeds" and "Products", shall be given the same meaning when used herein as given when used in the Uniform Commercial Code as adopted in the state of Maryland.

#644190 0777 R03 T13:46  
 08/24/90  
 J. SCHAEFER  
 AA CO. CIRCUIT COURT

9. This Financing Statement covers, and Debtors hereby grant to the Secured Party a security interest in, the following property and all Proceeds and Products thereof, including, without limitation, all Proceeds of any insurance policies covering all or any part of such property (here in the "Collateral").

(i) All of Obligors now owned or hereafter acquired "Inventory", which, as used herein, means all inventory wherever located including, but not limited to, all raw materials, parts, containers, work in process, finished goods, wares and merchandise, goods returned for credit, goods repossessed, reclaimed or otherwise reacquired by Obligor, including, but not limited to, Proceeds of any kind.

118



BOOK 555 PAGE 41

(ii) All Proceeds and of Products, Inventory and other Collateral;

(iii) All of Debtors other assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party including, but not limited to, accounts receivable and equipment;

(iv) Any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as the Products and Proceeds thereof; and

(v) All of the books and records evidencing any of the above described items of Collateral.

DEBTOR:

SECURED PARTY:

CAPITOL BICYCLE, INC.

THE FIRST NATIONAL BANK OF MARYLAND

By: *Paul L. Thomas*

By: *Reginald Hall*

Title: *president*

*AVP*

Address where Collateral will be located:

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 414

Page No. 70

Identification No. 227829

Dated Sep 5 1979

1. Debtor(s) { Lester Waggoner & Patty Waggoner  
 Name or Names—Print or Type  
210 W Meadow Rd Baltimore (AA Co) Md 21225  
 Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 13.00

POSTAGE .50

444420 0777 R03 T14:23

04/24/90

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

H. EYLE SCHAFER  
AA CO. CIRCUIT COURT

Dated: April 9, 1990

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

134

A.A.  
13.50

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 420

Page No. 298

Identification No. 230308

Dated Dec 26 1979

1. Debtor(s) { Steven E Wert & Frances A Wert  
Name or Names—Print or Type  
8447 Maryland Rd Pasadena Md (AA Co) 21122  
Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

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

DJ

RECORD FEE 13.00

POSTAGE .50

#644430 0777 R03 T14:23

04/24/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated: April 9, 1990

Sears, Roebuck and Company

Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

135

AA  
13-50

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 440 Page No. 41  
Identification No. 238878 Dated July 20 1981

1. Debtor(s) { William F Whaley & Mary Jane R Whaley  
Name or Names—Print or Type  
504 Marion Rd Glen Burnie (AA Co) Md 21061  
Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE .50  
#644440 0777 103 714:23  
04/24/90

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

ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated: April 9, 1990 Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

138

A.A  
13.50

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 444 Page No. 204  
Identification No. 240569 Dated Nov 23 1981

1. Debtor(s) { Curtis B Williams & Margie F Williams  
Name or Names—Print or Type  
203 Oak Ave Severna Park (AA Co) Md 21146  
Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

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

DJ

RECORD FEE 13.00  
POSTAGE .50  
#644450 0777 R03 714:24  
04/24/90  
H. ERLE SCHAFER

Dated: April 9, 1990

Sears, Roebuck and Company CO. CIRCUIT COURT  
Name of Secured Party

  
Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

135

AA  
1350



555 46

280657

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND 21404  
P O Box 751  
FINANCING STATEMENT

DATE: April 9, 1990

(xx) Not Subject to Recordation Tax

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

NAME OF DEBTOR (S): Bay RV Service Center Inc.  
121 Revell Highway  
Annapolis, Maryland 21401

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00  
POSTAGE *CK* .50  
#644480 0777 R03 T14:33  
04/24/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR(S):

Bay RV Service Center, Inc.  
(Company Name)

BY: *Thomas J. Gunther*  
Thomas J. Gunther, President

BY: *David Zollinhofer*  
David Zollinhofer, Secretary

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

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: *John M. Crook*  
(Authorized Signature)

John M. Crook, Senior Vice President  
(Type Name and Title)

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

1150

AMENDMENT OF FINANCING STATEMENT

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

<p>1. DEBTOR and Address (Last Name First)  PDI CORP  2200 Somerville Road  Annapolis, MD 21401</p>	<p>2. SECURED PARTY and Address  Signet Bank/Maryland  7 Saint Paul Street  Baltimore, MD 21202</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:  SIGNET BANK/MARYLAND  7 ST. PAUL STREET  BALTIMORE, MD 21202  Attn: Gloria Bolton</p>

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 270968 Date 12-15-87, 19       
Record Reference book 520 page 586

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:

Line of credit has been increased to \$850,000.00  
The line is secured by Accounts Receivable and therefore  
the increase is not subject to recordation taxes.



RECORD FEE 10.00  
POSTAGE .50  
#644570 CTTT R03 714:40  
04/24/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated this 9th day of April, 19 90

DEBTOR:

SECURED PARTY:

PDI CORP

Signet Bank/Maryland

By: Thurman R. Harper  
(Title)

By: Ross L. Brown  
(Title)

Thurman R. Harper, President

Ross L. Brown, Vice President

UCC-5

RECEIVED  
APR 19 1990

105

A.A.Co.  
11-50

555 PAGE 48

280659

FINANCING STATEMENT

File No

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

<p>1. DEBTOR(S) and Address(es)</p> <p>Consolidated Parts &amp; Service, Inc. 800 B Race Road Baltimore, Maryland 21221</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Commercial Collateral Dept. Internal Zip: T0609</p> <p><b>Return to Secured Party</b></p>
---	---

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

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Truck Parts & Service (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

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

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

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

E. Other. Signet Bank Certificate of Deposit, as well as, Indemnity Deeds of Trust on following properties: 6015 Rock Glen Dr., Elkridge, MD 21227; 117 Northdale Rd., Glen Burnie, MD 21061; 119 Northdale Dr., Glen Burnie, MD 21061

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 not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 65,000.00

RECORD FEE 11.00  
FILING FEE .50  
#644590 C777 R03 T14:41  
CKI 04/24/90

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Consolidated Parts & Service, Inc.  
(Type Name)

By: Dale B. Cole Jr.

By:  Dale B. Cole Jr.  
Dale B. Cole, Jr. President

By: Barter M. Atmups Jr.  
(Type Name)

By:  Mark C. Shoemaker  
Mark C. Shoemaker, Vice President

4/10 19 90  
(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 with SDAT, Baltimore County, Baltimore Land Records, Anne Arundel Co., Anne Arundel Co. Land Records, Howard County and Howard Co. Lane Records.

Financing Statements filed in more than one County, therefore, taxes of \$37.40 paid to State

RECEIVED  
APR 18 1990

0012-1671-0986/4

TSU Renee Buck 4-19-90

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280660

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

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

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

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

1. DEBTOR

Name George R. Dulin dba Dulin's Cut & Trim Lawn Care  
Address 51 Waterford Rd., Millersville, MD 21108

2. SECURED PARTY

Name Advance Acceptance Corporation  
Address 14576 21st Avenue North, Plymouth, MN 55447

RECORD FEE 12.00

POSTAGE CK .50

#644620 CT77 R03 T14:48

04/24/90

Person And Address To Whom Statement Is To Be Returned If Different From Above: H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) None

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

(1) Toro 36" Walkbehind Mower

Name and address of Assignee

This equipment is owned by secured party (lessor) and leased by debtor (lessee). This filing is for informational purposes only.

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

George R. Dulin  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Advance Acceptance Corporation  
Type or Print Above Signature on Above Line

1250

555 50

DJ

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

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

1. Debtor(s) (Last Name First) address(es) Mays Ride-A-Day Sevice, Inc 7633 Baltimore & Annapolis Blvd. Route 648 Glen Burnie, Md. 21061	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 5020 Campbell Blvd. Baltimore, Md. 21236
--	---

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

10 273671 - Book 526 - Page 361

RECORD FEE 10.00

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

POSTAGE .50

Change Adres of debtor to:  
7253 Parkway Drive  
Hanover, Md. 21076

#644790 CY77 R03 T15:00

04/24/90

AMENDMENT

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

H. ERLE SCHAFER

4. This transaction is exempt from the Recording Tax.

AA CO. CIRCUIT COURT

Filed with:

Clerk of Circuit Court - Anne Arundel Co

MAYS RIDE-A-DAY SERVICE INC

*[Signature]*  
(SIGNATURE OF DEBTOR)

FORD MOTOR CREDIT Co

(NAME OF SECURED PARTY)

BY: *[Signature]*

(SIGNATURE OF DEBTOR)

1050

555 51

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 506

Page No. 512

Identification No. 265455

Dated 1/3/87

1. Debtor(s) { ANCHOR INSURANCE AGENCY, INC.  
 Name or Names — Print or Type  
 P.O. BOX 9, ROUTE 256, DEALE, A.A. MARYLAND 20751  
 Address — Street No., City - County State Zip Code

2. Secured Party { FIRST NATIONAL BANK OF MARYLAND  
 Name or Names — Print or Type  
 14700 MAIN STREET, UPPER MARLBORO, P.G. MARYLAND 20772  
 Address — Street No., City - County State Zip Code

3. Maturity Date (if any)

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00

#644800 0777 R03 715:00

04/24/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated: JANUARY 3, 1990

FIRST NATIONAL BANK OF MARYLAND  
(Name of Secured Party)

*[Handwritten Signature]*  
(Signature of Secured Party)

TOM N. ULREY, Vice President  
Type or Print (Include Title if Company)

15

Amount  
Annotated  
11.50

MARYLAND FINANCING STATEMENT

280662

555 PEE 52

(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 Maria's Restaurant, Inc.  
12 Market Space, Annapolis, Maryland 21401  
(Name or Names) (Address) CFSL 3867

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

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

3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association  
Of LESSOR 2001 E. Joppa Rd. Baltimore, Maryland 21234  
(Name or Names) (Address)

4. This financing Statement covers the following types (or items) of property:  
1-Ice-O-Matic Ice Cuber; 1-Ice-O-Matic Follett Bin; 1-AmeriKooler Walk-in-Cooler-  
6'X10'X7'4" 1-Jackson Dishwasher w/Booster, w/pre-rinse sink, w/finish table;  
w/right hand feed, 208 Volt; 1-Phase w/over head shelf-42" long; 2-True Solid Door  
Refrigerators; 1-Vulcan 36LC G-Burner Range

RECORD FEE 11.00

POSTAGE CK .50

#644990 CY77 R03 115:12

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx) 04/24/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

LESSEE Maria's Restaurant, Inc.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: [Signature]  
President (Title)  
(Type or print name of person signing)

By: [Signature] Credit Manager  
Donald A. Lounsbury (Title)  
(Type or print name of person signing)

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

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

11.50

*Approved  
2/11/50*

280663

MARYLAND FINANCING STATEMENT <sup>FORM 555</sup> PAGE 53

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

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

1. LESSEE American Capital Mortgage Corporation  
(Name or Names)  
8667 Fort Smallwood Road, Pasadena, Maryland 21122  
(Address) HSA 3864

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

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

3. ASSIGNEE (if any) Heritage Savings Associates  
Of LESSOR (Name or Names) Timonium, Maryland 21093  
1505 York Rd.  
(Address)

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

- 1-Compaq LTE/286, Model 40; 1-Compaq Battery Quick Charge;
- 1-Compaq 2 Mb Memory Module; 1-Compaq DOS 3.31; Compaq Carry Case; 1-Compaq 2400B Modem

RECORD FEE 11.00

POSTAGE .50

#645000 0777 R03 T15:12

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx) 04/24/90

H. ERLE SCHAFER

LESSEE  
American Capital Mortgage Corporation

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: \_\_\_\_\_  
(Title)

By: Donald A. Lounsbury Credit Manager  
(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)

*1150*





280665

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 United Propane, Inc. DBA Bay Country Kitchens & Appliances

Address 205<sup>th</sup> Najoles Road, Millersville, MD 21108

2. SECURED PARTY

Name WCI Acceptance Corporation

Address 4701 Hilton Corporate Drive Col's, OH 43232

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

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

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

All of the following types of goods held for sale or lease by debtor, now owned or hereafter acquired, consisting of, but not limited to, new radios, tape recorders, tape players, phonographs, Hi-Fi and stereo components and consoles, home entertainment centers, televisions, washers, dryers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, garbage disposals, trash compactors, humidifiers, dehumidifiers, air conditioners and the like, including accessories and all equipment used or intended to be used in conjunction with any of the foregoing, acquired by debtor from

"Not subject to recordation tax " MARTA CORP OF PA

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) RECORD FEE 12.00

POSTAGE  .50

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate) 04/24/90

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Robert Pascol  
(Signature of Debtor)  
United Propane, Inc.  
DBA Bay Country Kitchens & Appliances  
Type or Print Above Signature on Above Line

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

Frances J. Marchese  
(Signature of Secured Party)  
WCI ACCEPTANCE CORPORATION  
Type or Print Above Name on Above Line

1230

555 56

280666

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS  YES  NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 04-12-1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:  
**Linda Lee Graphics, Inc. T/A Lee Communications**  
**1819 Bay Ridge Avenue**  
**Annapolis, MD 21403**

Check the box indicating the kind of statement.  
Check only one box.  
 ORIGINAL FINANCING STATEMENT  
 CONTINUATION ORIGINAL STILL EFFECTIVE  
 AMENDMENT  
 ASSIGNMENT  
 PARTIAL RELEASE OF COLLATERAL  
 TERMINATION

Name and address of Secured Party  
**STERLING BANK AND TRUST COMPANY**  
**111 WATER STREET**  
**SUITE 201**  
**BALTIMORE, MD 21202-1025**

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:  
\$ \_\_\_\_\_

RECORD FEE 12.00

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

POSTAGE *CK* .50

Describe Real Estate if applicable:

4645230 0777 R03 T15-32

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.

04/24/90

H. ERLE SCHAFER

STERLING BANK AND TRUST COMPANY

AA CO. CIRCUIT COURT

*[Signature]*  
Signature of Secured Party

*[Handwritten mark]*

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

Date:

3. Maturity date (if any):

1. Debtor(s) Name (Last Name First) and Addresses

TransFinancial Leasing Corp.  
The Steffey Bldg., Ste. 200-B  
407 Crain Hwy.  
Glen Burnie, MD 21061

2. Secured Party(ies) and Addresses

James Madison Financial Corp.  
1730 M Street, NW  
Washington, D.C. 20036

This space for use of Filing Officer.  
(Date, time and Filing Officer.)

555 APR 57

Liber 546 Page 226

278651

Dated 9/25/89

19

This statement refers to original Financing Statement No.

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 to the following property:

D. Termination Statement ( )

This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

E. Other ( )

(Such as "amendment")

Assigned to: Chase Manhattan Service Corporation  
150 Royall Street  
Canton, MA 02021

All collateral as described on the above referenced file number.

DJ

RECORD FEE 10.00

#645350 0777 R03 T15438

04/24/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

1272327-001

1550

This Instrument Prepared By

By:

Signature(s) of Debtor(s)

(If used as an amendment)

Dated:

19

James Madison Financial Corp.

By:

Lisee Hart Agent  
(Signature of Secured Party or Assignee of Record)  
Not Valid unless signed

FILING OFFICER COPY

This form of financing statement is approved by the Secretary of State and the Arkansas Commission on Uniform State Laws.  
STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-3.

REORDER FROM  
Registre, Inc.  
314 PIERCE ST.  
P.O. BOX 218  
ANGKA, MN. 55303  
(612) 421-1713

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

Date:

3. Maturity date (if any):

1. Debtor(s) Name (Last Name First) and Addresses

TransFinancial Leasing Corp.  
The Steffey Bldg., Ste. 200-B  
407 Crain Hwy.  
Glen Burnie, MD 21061

2. Secured Party(ies) and Addresses

James Madison Financial Corp.  
1730 M Street, NW  
Washington, D.C. 20036

This space for use at Filing Officer.  
(Date, time and Filing Officer.)

5:55 PM 58

Liber 546 Page 228

278652

Dated 9/25/89

This statement refers to original Financing Statement No.

<p><b>A. Continuation</b> ( )</p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ( )</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>	<p><b>C. Assignment</b> ( )</p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:</p>	<p><b>D. Termination Statement</b> ( )</p> <p>This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>	<p><b>E. Other</b> ( ) (Such as "amendment")</p>
--	---	---	--	--

Assigned to: Chase Manhattan Service Corporation  
150 Royall Street  
Canton, MA 02021

All collateral as described on the above referenced file number.

DJ

RECORD FEE 10.00  
#645360 0777 R03 T15:38  
04/24/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

1272327-002

This Instrument Prepared By

1580

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (If used as an amendment)

Dated: \_\_\_\_\_ 19\_\_

James Madison Financial Corp.

By: Lisa Hart Agent  
(Signature of Secured Party or Assignee of Record)  
Not Valid unless signed

FILING OFFICER COPY

This form of financing statement is approved by the Secretary of State and the Arkansas Commission on Uniform State Laws  
STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-3.

ORDER FROM  
Registre, Inc.  
514 PERCE ST.  
P.O. BOX 218  
ANDOKA, MN. 55303  
(612) 421-1713

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Date:	3 Maturity date (if any):
1. Debtor(s) Name (Last Name First) and Addresses TransFinancial Leasing Corp. The Steffey Bldg., Ste. 200-B 407 Crain Hwy. Glen Burnie, MD 21060	2. Secured Party(ies) and Addresses James Madison Financial Corp. 1730 M Street, NW Washington, D.C. 20036	This space for use of Filing Officer. (Date, time and Filing Officer.) 5:55 PM 59	

Liber 46 Pg 224 This statement refers to original Financing Statement No. 278649 Dated 9/25/89 19

<b>A. Continuation</b> ( ) The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> ( ) From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	<b>C. Assignment</b> (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:	<b>D. Termination Statement</b> ( ) This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.	<b>E. Other</b> ( ) (Such as "amendment")
---	--	--	---	--

1273849-001

Assigned to: Chase Manhattan Service Corporation  
150 Royall Street  
Canton, MA 02021

All collateral as described on the above referenced file number.

DJ

RECORD FEE 10.00  
#645370 CTTT R03 T15:38  
04/24/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

1500

This Instrument Prepared By \_\_\_\_\_

By: \_\_\_\_\_ Signature(s) of Debtor(s) (If used as an amendment)  
Dated: \_\_\_\_\_ 19 \_\_\_\_\_

James Madison Financial Corp.  
By: Paul Lawson  
(Signature of Secured Party or Assignee of Record).  
Not Valid unless signed.

FILING OFFICER COPY

This form of financing statement is approved by the Secretary of State and the Arkansas Commission on Uniform State Laws.  
STANDARD FORM-UNIFORM COMMERCIAL CODE-FORM UCC-3.

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

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 Addresses  
 TransFinancial Leasing Corp.  
 The Steffey Bldg., Ste. 200-B  
 407 Crain Hwy.  
 Glen Burnie, MD 21061

2. Secured Party(ies) and Addresses  
 James Madison Financial Corp.  
 1730 M Street, NW  
 Washington, D.C. 20036

3. Maturity date (if any):  
 This space for use of Filing Officer.  
 (Date, time and Filing Officer.)

555 PAGE 60

Liber 546 Page 223 278648 Dated 9/25/89 19

<p>A. Continuation ( )                  The original financing statement between the foregoing Debtor and Secured Party bearing the file number shown above is still effective.</p>	<p>B. Partial Release ( )                  From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>	<p>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:</p>	<p>D. Termination Statement ( )                  This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>	<p>E. Other ( )                  (Such as "amendment")</p>
---	--	--	---	--

1273614-001

Assigned to: Chase Manhattan Service Corporation  
 150 Royall Street  
 Canton, MA 02021

All collateral as described on the above referenced file number.

DJ

RECORD FEE 10.00  
 #645380 0777 R03 T15:38  
 04/24/90

H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

15.00

This Instrument Prepared By \_\_\_\_\_

James Madison Financial Corp.

By: \_\_\_\_\_ (If used as an amendment)  
 Signature(s) of Debtor(s)  
 Dated: 4/11 19 90

By: *Annemarie L. Warren*  
 (Signature of Secured Party or Assignee of Record)  
 Not Valid unless signed.

FILING OFFICER COPY

This form of financing statement is approved by the Secretary of State and the Arkansas Commission on Uniform State Laws.  
 STANDARD FORM-UNIFORM COMMERCIAL CODE-FORM UCC-3.

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

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

Date:

3. Maturity date (if any):

1. Debtor(s) Name (Last Name First) and Addresses

Yong K. Chung & Yung J. Chung  
t/a K.C. Custom Cleaners  
480-B Ritchie Hwy.  
Severna Park, MD 21146

2. Secured Party(ies) and Addresses

James Madison Financial Corp.  
1730 M Street, NW  
Washington, D.C. 20036

This space for use of Filing Officer.  
(Date, time and Filing Officer.)

555 61

This statement refers to original Financing Statement No.

488630

Dated

10/21/89

19

A. Continuation ( )

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

B. Partial Release ( )

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment

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

D. Termination Statement ( )

This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

E. Other (Such as "amendment") ( )

Assigned to: Chase Manhattan Service Corporation  
150 Royall Street  
Canton, MA 02021

1273689-001

All collateral as described on the above referenced file number.



RECORD FEE 10.00

#645390 0777 R03 T15:38

04/24/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

This Instrument Prepared By

10.00

By: Signature(s) of Debtor(s) (If used as an amendment)

James Madison Financial Corp.

Dated: 19

By: *Annemarie L. Warren*  
(Signature of Secured Party or Assignee of Record)  
Not Valid unless signed.

FILING OFFICER COPY

This form of financing statement is approved by the Secretary of State and the Arkansas Commission on Uniform State Laws.  
STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-3.

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

555 62

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)  
TransFinancial Leasing Corp.  
The Steffey Bldg., Ste. 200-B  
407 Crain Hwy.  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)  
James Madison Financial Corp.  
1730 M Street, NW  
Washington, D.C. 20036

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



4. This statement refers to original Financing Statement bearing File No. 278643  
Book 546 Page 216  
Filed with Anne Arundel County Date Filed 9/25/89 1989

RECORD FEE 10.00  
#645320 0777 R03 T15:36

- 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. *H. ERLE SCHAFER*
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Assigned to: Chase Manhattan Service Corporation  
150 Royall Street  
Canton, MA 02021

All collateral as described on the above referenced file number. 1272053-002

No. of additional Sheets presented:

James Madison Financial Corp.

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

By: Lisa Hart agent  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

100

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)  
TransFinancial Leasing Corp.  
The Steffey Bldg., Ste. 200-B  
407 Crain Hwy.  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)  
James Madison Financial Corp.  
1730 M Street, NW  
Washington, D.C. 20036

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

Book 546 Page 214  
4. This statement refers to original Financing Statement bearing File No. 278642  
Filed with Anne Arundel Co. MD Date Filed 9/25/89 19\_\_

DJ  
RECORD FEE 10.00  
#645330 CTTT R03 T15:37  
04/24/91

- 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. Assigned to: Chase Manhattan Service Corporation  
150 Royall Street  
Canton, MA 02021

All collateral as described on the above referenced file number. 1372053-001

No. of additional Sheets presented:

James Madison Financial Corp.

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

By: Lisa Hart Agent  
Signature(s) of Secured Party(ies)

(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)

TransFinancial Leasing Corp.  
The Steffey Bldg. Ste. 200-B  
407 Crain Hwy.  
Glen Burnie, MD 21061

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

James Madison Financial Corp.  
1730 M Street, NW  
Washington, D.C. 20036

For Filing Officer (Date, Time and Filing Office)



RECORD FEE 10.00

#645310 0777 R03 T15+36

04/24/90

Liber 546 Page 220

4. This statement refers to Original Financing Statement bearing File No. 278646

Filed with Anne Arundel County Date Filed 9/25/89 19\_\_

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is amended.
- 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. Assigned to: Chase Manhattan Service Corporation  
150 Royall Street  
Canton, MA 02021

127 2749-001

All collateral as described on the above referenced file number.

No. of additional Sheets presented:

James Madison Financial Corp.

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

By: Lisa Hart Grant  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

100

555 65

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)

Paceway Convenience Stores, Inc.  
33 Hudson Street  
Annapolis, MD 21403

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

James Madison Financial Corp.  
1730 M Street, NW  
Washington, D.C. 20036

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

#645340 0777 R03 T15:

04/24

Book 546 Page 280

4. This statement refers to original Financing Statement bearing File No. 278666

Filed with Anne Arundel County MD Date Filed 9/27/89 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.

H. ERLE SCHAFER  
HA CO. CIRCUIT COURT

10. Assigned to: Chase Manhattan Service Corporation  
150 Royall Street  
Canton, MA 02021

1273481-001

All collateral as described on the above referenced file number.

No. of additional Sheets presented:

James Madison Financial Corp.

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

By: Raymond A. Baker  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3



555 66

Financing Statement  
280672

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$15,000
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel

NAME	Street	City	State
1. Debtor(s)			
Landmark Landscape & Maintenance, Inc.	1037 Bulman Harbour	Pasadena,	Md. 21122

2. Secured Party: SOVRAN BANK/MARYLAND  
6610 Rockledge Drive, Bethesda, MD 20817  
Attn: Loan Administration

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

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

RECORDING FEE 11.00  
DEBTOR TAX 105.00  
POSTAGE CK .50  
ATTORNEY COST PRO 100.00  
10/24/90  
H. ERIC SPANFER  
AN INV. CIRCUIT COURT

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

	Debtor(s) or Assignor(s)
Secured Party: SOVRAN BANK/MARYLAND	Landmark Landscape & Maintenance, Inc.
By: <u>Teresa A. Peruchi</u>	BY: <u>KATHERINE J. FIELDHOUSE</u>
Type Name <u>Teresa A. Peruchi</u>	<u>Katherine J. Fieldhouse, President</u>
Title <u>Vice President</u>	<u>Timothy R. Fieldhouse (VP)</u> <u>Timothy J. Lowell V.P.</u>
	Type or Print Name and Title of Each Signature

105 11.00  
105 00.00  
105 00.00



BOOK 555 PAGE 67

Financing Statement

280673

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$100,000.00
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel

NAME	Street	City	State
1. Debtor(s)			
Basile Baumann Prost & Associates, Inc.	2661 Riva Road,	Annapolis,	MD 21401

2. Secured Party: SOVRAN BANK/MARYLAND  
 6610 Rockledge Drive, Bethesda, MD 20817  
 Attn: Loan Administration

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

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

Basile Baumann Prost & Associates, Inc.

By: Teresa A. Peruchi

By: James Prost

Type Name Teresa A. Peruchi

By: James Prost, President

Title Vice President

By: Ralph Basile

By: Wilbur Baumann

Type or Print Name and Title of Each Signature

1100  
700

A.A

EB2411



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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to the original Financial Statement, Identifying File Number 252204 recorded in Liber 473, Folio 528 on June 1, 1984.

1. DEBTOR(S):  
 Name(s): Jeffrey B. Chevront  
Deborah L. Chevront, Jointly and trading as Tidewater Tackle  
 Address(es): 7961 Catherine Avenue  
Pasadena, maryland 21122

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.

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 appears below in item 8, the Secured Party's rights under the original Financing Statement above referred to as all collateral described therein or such part thereof as is described in item 8 below.

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

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

8. RECORD FEE 10.00  
 POSTAGE .50  
 #645680 C777 ROE T10:42  
 04/25/90  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

9. Debtor:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Secured Party:  
 \_\_\_\_\_  
 EQUITABLE BANK, NATIONAL ASSOCIATION  
 By: Barbara A. Wykowski  
 Barbara A. Wykowski  
 Corporate Banking Officer

10 N

9741c/0419

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000

1625 Eye St., N.W., Washington, D.C. 20006

1021  
90-1108 555 REC 69

FINANCING STATEMENT

For Filing Officer Use

Check below if goods are  
or are to become fixtures.

File No. 280674  
Date &  
Hour \_\_\_\_\_

[X] TO BE RECORDED IN ANNE ARUNDEL COUNTY.

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
Maturity date (if any)

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

DONOHUE CONSTRUCTION COMPANY, INC.      2101 Wisconsin Ave., N.W.  
a Delaware corporation      Washington, D.C. 20007

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

SIGNET BANK/VIRGINIA      8330 Boone Boulevard, Vienna, Virginia 22180

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

SEE EXHIBIT "A" ATTACHED HERETO

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

RECORD FEE 21.00  
POSTAGE CK .50  
4345860 2777 R03 T11:26  
04/25/90

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.) H. ERLE SCHAFER  
CIRCUIT COURT
3. [X] If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to the Land described in Exhibit B attached hereto.
4. [XX] Proceeds of collateral are also covered: [ ] Products of collateral are also covered:

25 50

5. The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax Property Code of Maryland, as amended.

DEBTOR:

DONOHUE CONSTRUCTION COMPANY, INC.,  
a Delaware corporation

By: Robert A. Platt  
Name: Robert A. Platt  
Title: Senior Vice President

[CORPORATE SEAL]

RETURN TO:

Jones, Day, Reavis & Pogue  
1450 G Street, N.W.  
Suite 600  
Washington, D.C. 20005-2088  
Attn: Michael Crehan

EXHIBIT "A"

(List of affected property)

(a) All construction and development contracts including without limitation that certain Design/Build Contract with the State of Maryland dated December 1, 1989. Such Contract and all documents referenced therein, including the RFP B-000-891-002, are collectively referred to herein as the "Contract" and all proceeds thereof, all architectural and engineering contracts (including without limitation the architect's contract dated December 1, 1989 between Debtor and Cochran, Stephenson, Donkervoet and the engineering contract dated December 1, 1989 between Debtor and Dewberry & Davis), all plans and specifications, all plats of subdivision, all preliminary and final site plans, all drawings, maps and surveys, all building and excavation permits, Debtor's interest in all payment and/or performance bonds relating to the Project (defined below), all sewer permits and tap fees and utility deposits, and all other contracts, agreements, permits and authorizations in any way related to the construction of an office building and child day care center for the State of Maryland containing approximately aggregate 155,000 square feet of space (the "Improvements"), as is more particularly set forth in the Contract. The Improvements are to be constructed on land located in Crownsville, Anne Arundel County, Maryland (the "Land"). The Land is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference. The Land and Improvements are sometimes referred to herein as the "Project".

(b) All personal property and building materials, whether presently on the Land, hereafter placed thereon, or stored off the Land, owned by the Debtor and used or to be used in connection with the construction of the Project, until such property and materials are affixed to the Land.

(c) All payments, proceeds, monies, income, and general intangibles now due and owing and hereafter to become due and owing or resulting from or attributable to the Contract or any of the other Collateral described above (collectively the "Receivables").

(d) All of Debtor's rights, powers, privileges, benefits and remedies under each and every instrument described above.

(e) All additions and accessions to the foregoing and all proceeds thereof.

EXHIBIT B

DESCRIPTION OF  
62.29872 ACRES OF LAND  
ANNE ARUNDEL COUNTY, MARYLAND

BEING part of the lands acquired by the State of Maryland by deeds recorded among the Land Records of Anne Arundel County, Maryland, in the following deed books; Liber G.W. 134, Folio 407, Liber 140, Folio 492, Liber W.N.W. 56, Folio 102, Liber F.S.R. 41, Folio 344, and Liber F.S.R. 85, Folio 414.

BEGINNING for the same at an iron pipe found marking the northwest corner of the lands owned by Anne Arundel County, Maryland, said point being at the end of the second or North 05°32'59" East, 466.69 foot line of a deed conveying the land to Anne Arundel County, Maryland from the State of Maryland and recorded among the said Land Records in Liber 3210, Folio 189. Thence from the place of beginning so fixed and with said second line in a reverse direction.

1. South 05°32'59" West, 700.00 feet to an iron pipe set, thence
2. North 84°27'06" West, 2,220.00 feet to an iron pipe set, thence
3. North 05°32'59" East 1,200.00 feet to an iron pipe set, thence
4. South 84°27'06" East, 1,583.00 feet to an iron pipe set on the sixth or North 04°11'10" East, 395.16 foot line of a deed conveying the land to the Arundel Nursing Center, Inc. from the State of Maryland, and recorded among the said Land Records in Liber 2932, Folio 01, said point being South 04°11'10" West, 171.18 feet from a concrete monument found, marking the end of said sixth line, thence with an binding on part of said sixth line and the fifth and fourth lines of said deed in a reverse direction.
5. South 04°11'10" West, 223.98 feet to an iron pipe set, thence
6. South 73°41'48" East, 337.95 feet to an iron pipe set, thence
7. North 83°14'28" East, 770.30 feet to an iron pipe set at the end of said fourth or South 83°14'28" West, 770.30 foot deed line, said point lying on the southwesterly right-of-way line of Fairfield Loop Road (30 feet wide), thence with the southwesterly right of way line.

8. South  $46^{\circ}56'10''$  East, 200.31 feet to an iron pipe set marking the point of curvature of said right of way, thence
9. 75.00 feet along the arc of a curve deflecting to the left, having a radius of 174.88 feet and a chord bearing and distances of South  $59^{\circ}13'20''$  East, 74.42 feet, to an iron pipe set on the said southwesterly side of the road, thence leaving the road and running back through the property of the owners.
10. South  $13^{\circ}04'17''$  West, 225.46 feet to an iron pipe set, thence
11. North  $84^{\circ}27'01''$  West, 649.63 feet to the point of beginning, binding on the third or South  $84^{\circ}27'01''$  East, 466.69 foot deed line of said Liber 3210, Folio 189; containing 62.29872 acres of land, as shown on a plat of survey prepared by Dewberry & Davis, Land Surveyors, entitled "Boundary Survey, 62.29872 acres, part of the property of, the State of Maryland", and dated February 1990, and intended to be made a part of this description.

280675

FINANCING STATEMENT

1.   X   To Be Recorded in the Financing Statement Records and Land Records of Anne Arundel County, Maryland.
2.        To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3.        Not Subject to Recordation Tax.
4.   X   Recordation Tax has been paid on the principal amount of One Hundred Ninety Thousand Dollars (\$190,000.00) in connection with the filing of the Purchase Money Deed of Trust and Security Agreement described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)  
     Gregory T. Wheet 1080 Mt. Airy Road  
Davidsonville, Md. 21035
6. Secured Party Address  
     Farmers National Bank 5 Church Circle  
of Maryland Annapolis, Maryland 21401

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

(a) The interest of Debtor(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 Purchase Money Deed of Trust and Security Agreement dated April 24, 1990 from Debtor(s) to Ross J. Selby and William A. Walker, II, Trustees (the "Purchase Money Deed of Trust and Security Agreement"), 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

LAW OFFICES  
 MANIS,  
 SNIDER, BUCK &  
 MIGDAL  
 CHARTERED  
 P.O. BOX 2400  
 ANNAPOLIS, MD 21404

(301) 263-8855

1350

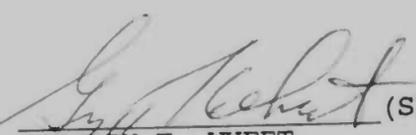
FN001.598

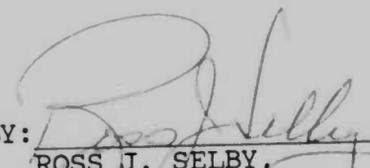
Purchase Money Deed of Trust and Security Agreement, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the 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):

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

 (SEAL)  
GREGORY T. WHEET

BY:  (SEAL)  
ROSS J. SELBY,  
Senior Vice President

Mr. Clerk: Please return to: Manis, Snider, Buck & Migdal,  
Chartered  
Attn: Pat Weiss  
P.O. Box 2400  
Annapolis, Maryland 21404

LAW OFFICES  
MANIS,  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
PO BOX 2400  
ANNAPOLIS, MD 21404  
  
(301) 263-8855

## EXHIBIT 'A'

BEGINNING for the same at a point upon the Northeast side of Cathedral Street in the divisional line between the lot conveyed by Sara J. E. Capron, et al, to Henry B. Myers and the property of the McParlin heirs, and running thence with the said line of Cathedral Street in a Northwesterly direction for the distance of 16 feet to the East line of an alley running from said street toward West Street; thence, running with said line of said alley, North 45 degrees East and at right angles with the line of said street for the distance of 73 feet, more or less, to the back of the lot conveyed by Sarah J. E. Capron aforesaid; thence with said back line by line drawn South 51 degrees 45 minutes East, for the distance of 12 feet and to the divisional line between the property hereby conveyed and that of the McParlin heirs aforesaid; thence with said divisional line, South 42 degrees 30 minutes West, for the distance of 75 feet 4 inches to the line of Cathedral Street aforesaid and the point of beginning. The improvements thereon being known as 104 Cathedral Street, Annapolis, Maryland.

LAW OFFICES  
MANIS,  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404

(301) 263-8865

555 ME 77

280676

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es):	2. Secured Party(ies) Name(s) and Address(es)	4 For Filing Officer: Date, Time, No. Filing Office	
Texport Oil Company 12450 Greenspoint Drive Houston, TX 77060	Swiss Bank Corporation 4 World Trade Center New York, NY 10048	RECORD FEE 11.00	

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

See Annex "A"

Anne Arundel County, Maryland

Products of the Collateral are also covered.  This statement is to be indexed in the Real Estate Records.

8. Describe Real Estate Here:

9. Name of a Record Owner

6. Assignee(s) of Security and Address(es): .50

POSTAGE

#B30350 0345 R01 71343

CK 04/25/78

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)

374882

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.

Signature of Debtor: *[Signature]* Swiss Bank Corporation

Signature of Secured Party: *[Signature]* W. M. EUBANK, PRESIDENT OF THE MONTGOMERY EUBANK CORP.

Signature of Secured Party: *[Signature]* GENERAL PARTNER, TEXPORT OIL COMPANY

Signature of Secured Party: *[Signature]* MARJORIE MCNAIR V.P.

Signature of Secured Party: *[Signature]* JEAN-CLAUDE HUMAIR ASST TREAS

UCC-1 FINANCING STATEMENT

Collateral shall mean all of the Debtor's personal property and fixtures now or hereafter existing or acquired, of any type or description, wherever located, including but not limited to the following property now owned or hereafter acquired and wherever located: (a) all of the inventory of the Debtor, whether raw, in process or finished, including, without limitation, all crude oil, natural gas, petroleum or petrochemical by-products, all materials or equipment usable in processing the same; all documents, including, without limitation, all documents of title covering any inventory; all goods, including, without limitation, all equipment employed in the operation of the Debtor's business; all of the Debtor's contract rights, accounts, including, without limitation, accounts receivable, general intangibles, instruments, letters of credit, investment securities, chattel paper, notes, drafts and acceptances; together with all property of every description, now or hereafter in the possession or custody of or in transit to the Bank, for any purpose, including safekeeping, collection or pledge, for account of the Debtor, or as to which the Debtor may have any rights or power, and property in the possession or custody of or in transit to anyone for the account of the Bank; and (b) all substitutions therefor, all additions thereto including, without limitation, all cash and dividends and other distributions and all rights, privileges and options relating to, declared or granted in connection with such property and all proceeds thereof and products of each of the foregoing in any form whatsoever.

The above security shall include, but shall not be limited to all inventory, petroleum, and petroleum products located at the Colonial Pipeline Company Breakout Tankage in Dorsey, Maryland.

TO THE BEST OF ASWISS BANK CORPORATIONS KNOWLEDGE THIS FINANCING STATEMENT IS EXEMPT FROM RECORDATION TAX PURSUANT TO 12-108(K) SUBSECTION 1 & 2 OF TITLE 12 OF THE MARYLAND CODE.

5627S/5

FINANCING STATEMENT

280677

- 1.  To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
- 2.  To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3.  Not Subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of \$99,000.00 in connection with the filing of the Purchase Money Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtors Names	Address
Natalie Silitch	6 Thompson Street Annapolis, Maryland 21401
6. Secured Party	Address
The Annapolis Banking and Trust Company	18 Church Circle Annapolis, Maryland 21401

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

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Purchase Money Deed of Trust dated April 24th, 1990 from Debtor to William A. Busik and Randall M. Robey, Trustees (the Purchase Money 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 to any and all leases and subleases (it being understood and agreed that, pursuant to the Purchase Money 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.

LAW OFFICES  
MANIS,  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404  
(301) 263-8855

1300

AB004.112

DEBTOR:

*Natalie Silitch*

NATALIE SILITCH

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY

BY: *Kathleen A. Wavle* (SEAL)

KATHLEEN A. WAVLE  
Mortgage Officer

Mr. Clerk: Please return to Pat Weiss, P.O. Box 2400, Annapolis, Maryland 21404.

LAW OFFICES  
MANIS,  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404

(301) 263-8855

EXHIBIT "A"

555 81

BEING KNOWN AND DESIGNATED as Unit S18 of a Condominium Regime known as "THE RENARD COURT CONDOMINIUM", as the same is established by a Condominium Declaration, dated July 28, 1988, and recorded on the 2nd day of August, 1988, in Liber HES 4660, folio 50, as shown on the Plat(s) of THE RENARD COURT CONDOMINIUM, PHASE II, an Office/Warehouse Condominium, recorded in Condominium Plat Book No. 39, Pages 44 through 46, Plats Nos. E-1944, E-1945 and E-1946, and First Amendment to Declaration dated November 21, 1988 and recorded on November 21, 1988, in Liber 4740, folio 309, and First Amendment to Renard Court Condominium By-Laws, dated February 2, 1989 and recorded among the Land Records in Liber HES 4787, folio 235, all among the Land Records of Anne Arundel County, Maryland.

TOGETHER with an undivided percentage interest in the common elements of said Condominium in fee simple, pursuant to Condominium Declaration and By-Laws and First Amendment to Declaration recorded among the aforesaid Land Records.

LAW OFFICES  
MANIS,  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404

(301) 263-8855

STATE OF MARYLAND

01

555 82  
UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260415\*

RECORDED IN LIBER 494 FOLIO 556 ON 2/14/86 (DATE)

1. DEBTOR

Name C.F.S. Air Cargo, Inc.

Address 65 Quaker Lane, West Warwick, RI 02893

RECORD FEE 10.00  
POSTAGE .50  
0755750 U23T R02 T09421  
04/26/90  
H. ERLE SCHAFER  
HA. CO. CIRCUIT COURT

2. SECURED PARTY

Name Old Stone Bank, A Federal Savings Bank

Address One Old Stone Square, Providence, RI 02903

Brian P. Carroll, Esq., Partridge, Snow & Hahn, One Old Stone Square, Providence  
Person And Address To Whom Statement Is To Be Returned If Different From Above. RI 02903

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

\* Clerk of Circuit Court  
ANNE ARINDEL, Maryland

1000 B  
Dated 4/10/90

Old Stone Bank, A Federal Savings Bank  
By: Albert V. Ferri, II  
(Signature of Secured Party)

Albert V. Ferri, II, Vice President  
Type or Print Above Name on Above Line



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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING  
FILE NO. 271928

RECORDED IN LIBER 524 FOLIO 56 ON MARCH 7, 1988.

1. DEBTOR

NAME: SCOTT G. ADAMS

ADDRESS: 1101 KING STREET, STE 601

ALEXANDRIA, VIRGINIA 22314

2. SECURED PARTY

NAME: HOME FEDERAL SAVINGS BANK

ADDRESS: 122-128 WEST WASHINGTON STREET

HAGERSTOWN, MARYLAND 21740

MATURITY DATE OF OBLIGATION (IF ANY) \_\_\_\_\_

CHECK FORM OF STATEMENT

A. Continuation .....  
The original financing state-  
ment between the foregoing  
Debtor and Secured Party,  
bearing the file number shown  
above, is 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,  
nation, etc.)

RECORD FEE 10.00  
POSTAGE .50  
M755770 COST 1102 TOP:50  
04/26/90  
H. ERLE SCHAEFER  
AA CO. CIRCUIT COURT

DJ

STORAGE UNIT NO. 58, TOGETHER WITH THE LIMITED COMMON ELEMENT  
BOAT SLIP NO. 58, WHICH BOAT SLIP IS APPURTENANT TO STORAGE  
UNIT NO. 58, AS SHOWN ON THE PLAT ENTITLED WHITEHALL MARINA,  
A CONDOMINIUM, WHICH PLAT IS RECORDED AMONG THE PLAT RECORDS  
OF ANNE ARUNDEL COUNTY IN PLAT BOOK E-22, PAGE 5, PLAT NUMBER  
E-1055, ET SEQ. AND PLAT BOOK E-36, PAGES 37 AND 38 AT PLAT  
NUMBERS E-1787 AND E-1788, TOGETHER WITH THE RIGHT TO USE THE  
GENERAL AND LIMITED COMMON ELEMENTS AS SET OUT IN THE  
DECLARATION AND TOGETHER WITH AN UNDIVIDED INTEREST IN THE  
COMMON ELEMENTS.

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

Thomas B. Frame  
(Signature of Secured Party)

\_\_\_\_\_  
Printed Name

THOMAS B. FRAME  
Type or print above name on  
above line

1000  
Date April 9, 1990

After recording, mail to:  
William M. Simmons  
P.O. Box 2266  
Annapolis, Maryland 21404  
(File No. 5750 - Pacy)

Adams.UCC (12-2525)

TERMINATION STATEMENT

UCC-3

RECORDED: FEBRUARY 26, 1988

IDENTIFYING FILE NUMBER- 271929

LIBER- 524

FOLIO- 59

DEBTOR:

NAME SCOTT G. ADAMS  
1101 VERMONT AVENUE  
ADDRESS SUITE 400  
WASHINGTON, D. C. 20005

RECORD FEE 10.00  
POSTAGE .50  
8755780 C231 R02 T09150  
08/26/80  
H. EARLE SCHAFER  
AA CL. CIRCUIT COURT

DJ

SECURED PARTY:

NAME HOME FEDERAL SAVINGS BANK  
P. O. BOX 1179  
ADDRESS HAGERSTOWN, MD. 21740

The said Filing Officer, on presentation to him/her of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Jacqueline M. Gaver  
Secured Party

After filing, mail to:

WILLIAM M. SIMMONS  
ATTORNEY AT LAW  
135 GORMAN STREET  
P. O. BOX 2266  
ANNAPOLIS, MD 21404  
(File #5750-Pacy)

16<sup>00</sup> 30

290678

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 Land Clearing Corp.  
66 Le-Way Drive  
Fredericksburg, VA 22405  
MACHINE LOCATED IN PAROLE MD AA COUNTY  
M-36126-1

(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  
#646650 CTTT R03 T09:2  
04/26/91  
For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.  
One (1) New Caterpillar Model #963 Track Loader S/.N 21Z03182  
One (1) New Balderson Model #963 Clamp Rake S/N W01686

J. F. CLERK

H. ERLE SCHAFFER  
AA CO. CIRCUIT COURT

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)  
The Land Clearing Corp.  
Ron W. Poiter - V.P.

Secured Party(ies) [or Assignees]  
Alban Tractor Co., Inc.

(By) *Ron W. Poiter*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

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

UCC-1

118

555 PAGE 87

280679

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)  
ATEL CASH DISTRIBUTION  
FUND II  
160 Sansome St., 7th Fl.  
San Francisco, CA 94104

2. Secured Party(ies) and address(es)  
1st SOURCE BANK  
100 N. Michigan  
South Bend, IN 46601

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

RECORD FEE 17.00  
POSTAGE .50

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

See attached "UCC-1 Description of Collateral".

Paid Recordation at State Level

File with Anne Arundel County, MD

Schedule No. 20

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

04/26/9



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)

Filed with

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

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

ATEL CASH DISTRIBUTION FUND II

1st SOURCE BANK

By:

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

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

3110 Anne Arundel <sup>Co</sup> <sub>md</sub>

## FORM UCC-1

## DESCRIPTION OF COLLATERAL

All of Debtor's right, title and interest to : (i) Equipment Schedule Nos. 14, 15, 15A, and 20 to that Lease Agreement dated March 30, 1988, between Encore International, Inc. as lessor and Owens-Corning Fiberglas Corporation as lessee and Equipment Schedule Nos. 001, 002, 003, 004, 005, and 006 to that Lease Agreement dated October 4, 1989, between ATEL Financial Corporation as lessor and Owens-Corning Fiberglas as lessee (together with any and all exhibits, attachments, schedules, or the like thereto), including all rentals and other sums due and to become due thereunder, and all extensions and renewal thereof; (ii) the equipment described in the Equipment Schedules, and all accessions, additions and attachments thereto, and replacement and substitutions therefor; and (iii) all proceeds (including proceeds of insurance) of any of the foregoing. Debtor has no power to sell, transfer or otherwise dispose of said property.

## UCC ATTACHMENT

BOOK 555 PAGE 89

OWENS CORNING FIBERGLAS CORPORATION

EQUIPMENT SCHEDULE NO. 020

<u>QTY</u>	<u>MFG</u>	<u>EQUIPMENT TYPE /MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>
2	HYSTER	S-80-XL	BCS FORKLIFT TRUCK BASIC CAPACITY 8,000# @ 24" LOAD CENTER POWERED BY GM MODEL 4.3L V-6 LP GAS ENGINE WITH 43.5# LP TANK POWERSHIFT TRANSMISSION WITH LEVER DIRECTIONAL CONTROL WIDE TREAD SMOOTH TREAD CUSHION DRIVE TIRES 22 X 9 X 16 SMOOTH CUSHION STEER TIRES 18 X 6 X 12.1 TWO HEADLIGHTS 5 DEGREE FORWARD/6 DEGREE BACK TILT 3-STAGE VISTA UPRIGHT LIFT HEIGHT 172" LOWERED HEIGHT 83.5" FREE-LIFT 51.5" 48" WIDE HOOK TYPE CARRIAGE 48" HIGH HANG-ON SIDESHIFT ATTACH- MENT 3-WAY HYDRAULIC VALVE 3-WAY HOSE GROUP ENGINE SHUTDOWN SYSTEM GAUGES HYDRAULIC BREATHER FILTER AIR RESTRICTOR INDICATOR OPERATOR'S OVERHEAD GUARD 42" X 1.75" X 5" PALLET FORKS	

BILL OF SALE

BOOK 555 PAGE 90

For valuable consideration, the receipt of which is acknowledged, Bohl Equipment Company ("SELLER"), having its principal place of business at 534 Laskey Rd., Toledo, OH 43612, hereby sells and transfers its right, title, and interest in the equipment described below (Equipment) to ENCORE INTERNATIONAL, INC. ("BUYER"), having its principal place of business at 21 East Long Lake Road, Suite 110, Bloomfield Hills, Michigan 48013.

<u>Qty</u>	<u>Mfg</u>	<u>Equipment Type</u>	<u>Model/ Feature</u>	<u>Description</u>	<u>Serial Number</u>
2	HYSTER	S-80-XL		BCS FORKLIFT	D004V02955K D004V02956K

SELLER hereby represents and warrants to BUYER that SELLER is the absolute owner of the Equipment which is free and clear of all liens, charges, and encumbrances, and that SELLER has full right, power and authority to sell the Equipment, and to make this Bill of Sale.

SELLER: BOHL EQUIPMENT COMPANY

BY: [Signature]

TITLE: V. Pres.

DATE: 11-10-89

TRANSACTION # 8902032-000

I hereby certify that this is a true, correct, and complete copy of this document.  
ENCORE INTERNATIONAL, INC.

By: Nancy Gustafson

280680

555 PAGE 91

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)  
Owens-Corning Fiberglas  
Fiberglas Tower  
Toledo, OH ~~43659~~ 43659

2. Secured Party(ies) and address(es)  
ATEL Cash Distribution Fund II  
160 Sansome St., 7th Floor  
San Francisco, CA 94104

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

RECORD FEE 13.00  
POSTAGE .50



POSTAGE

#446690 0777 R03 T09:2

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

See attached for equipment description.

This UCC is filed as a precaution only; the parties intend the lease to be a "true" lease.

Paid Recordation tax at State Level

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

1st Source Bank  
P.O. Box 783  
South Bend, IN 46624

04/26/9

AA CO. CIRCUIT COURT

Ann Arundel County, MD

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

Filed with:

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

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

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

Owens-Corning Fiberglas

ATEL Cash Distribution Fund II

By: D. M. Murphy  
8DDA-67033 Signature(s) of Debtor(s)

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

3110 anne arundel MD

UCC ATTACHMENT

OWENS CORNING FIBERGLAS CORPORATION

EQUIPMENT SCHEDULE NO. 020

<u>QTY</u>	<u>MFG</u>	<u>EQUIPMENT</u> <u>TYPE /MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL</u> <u>NUMBER</u>
2	HYSTER	S-80-XL	BCS FORKLIFT TRUCK BASIC CAPACITY 8,000# @ 24" LOAD CENTER POWERED BY GM MODEL 4.3L V-6 LP GAS ENGINE WITH 43.5# LP TANK POWERSHIFT TRANSMISSION WITH LEVER DIRECTIONAL CONTROL WIDE TREAD SMOOTH TREAD CUSHION DRIVE TIRES 22 X 9 X 16 SMOOTH CUSHION STEER TIRES 18 X 6 X 12.1 TWO HEADLIGHTS 5 DEGREE FORWARD/6 DEGREE BACK TILT 3-STAGE VISTA UPRIGHT LIFT HEIGHT 172" LOWERED HEIGHT 83.5" FREE-LIFT 51.5" 48" WIDE HOOK TYPE CARRIAGE 48" HIGH HANG-ON SIDESHIFT ATTACH- MENT 3-WAY HYDRAULIC VALVE 3-WAY HOSE GROUP ENGINE SHUTDOWN SYSTEM GAUGES HYDRAULIC BREATHER FILTER AIR RESTRICTOR INDICATOR OPERATOR'S OVERHEAD GUARD 42" X 1.75" X 5" PALLET FORKS	

FORM 555 93

BILL OF SALE

For valuable consideration, the receipt of which is acknowledged, Bohl Equipment Company ("SELLER"), having its principal place of business at 534 Laskey Rd., Toledo, OH 43612, hereby sells and transfers its right, title, and interest in the equipment described below (Equipment) to ENCORE INTERNATIONAL, INC. ("BUYER"), having its principal place of business at 21 East Long Lake Road, Suite 110, Bloomfield Hills, Michigan 48013.

<u>Qty</u>	<u>Mfg</u>	<u>Equipment Type</u>	<u>Model/ Feature</u>	<u>Description</u>	<u>Serial Number</u>
2	HYSTER	S-80-XL		BCS FORKLIFT	D004V02955K D004V02956K

SELLER hereby represents and warrants to BUYER that SELLER is the absolute owner of the Equipment which is free and clear of all liens, charges, and encumbrances, and that SELLER has full right, power and authority to sell the Equipment, and to make this Bill of Sale.

SELLER: BOHL EQUIPMENT COMPANY

BY: [Signature]

TITLE: V. Pres.

DATE: 11-10-89

TRANSACTION # 8902032-000

I hereby certify that this is a true, correct, and complete copy of this document.  
ENCORE INTERNATIONAL, INC.

By: Nancy Gustafson

280681

555 APR 94

UCC STATEMENT

(1) Filing Officer Copy — Alphabetical

1 This UCC Statement dated <u>4-17-90</u> is to be filed in the office shown below. Filed with <u>Case</u> <u>Sumbl Co</u>	2 File number and filing date of original financing statement, if any, previously filed in office shown at left. File Number: _____ Filing Date: _____	3. For Filing Officer: File Number: _____ Filing Date and Hour: _____	4 Index numbers of subsequent statements (FOR OFFICE USE ONLY)
--	--	---	--

5 This Statement is (CHECK ONLY ONE BOX)  
 ORIGINAL FINANCING STATEMENT This financing statement covers the collateral described in Item 8. If a name and address appear in Item 10, they are the name and address of the Assignee to whom the Secured Party has assigned its Security Interest in such collateral prior to filing.  
 ORIGINAL FINANCING STATEMENT WITHOUT DEBTOR'S SIGNATURE This financing statement is filed without the Debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction.  
 AMENDMENT The financing statement bearing the file number shown in Item 2 is amended as set forth in Item 11.

CONTINUATION STATEMENT The financing statement bearing the file number shown in Item 2 is still effective.  
 ASSIGNMENT Secured Party of Record has, subsequent to the filing of the financing statement bearing the file number shown in Item 2, assigned his (its) rights, under the said financing statement, in the collateral described in Item 11 to the Assignee whose name and address are shown in Item 10.  
 PARTIAL RELEASE OF COLLATERAL Secured Party releases the collateral described in Item 11 from the financing statement bearing the file number shown in Item 2.  
 TERMINATION Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

*6. Name(s) and Mailing Address(es) of Debtor(s) <b>McLean Contracting Co.</b> 6700 Curtis Court Glen Burnie, Md. 21061-6480	7. Name and Address of Secured Party: CARTER MACHINERY COMPANY, INC. P.O. Box 3096 Salem, Virginia 24153-3096 RECORD FEE 11.00 POSTAGE .50 #646710 C777 R03 T09:3 04/26/90
---	---

\*8. Description of Collateral: (Proceeds and Products of Collateral are Also Covered)  
 One Caterpillar 225B, Serial Number 2ZD01902, CM 10109-86260  
 One Caterpillar D6H, Serial Number 3YG00536, CM 10100-90670  
 This is not subject to recordation tax.

9. This statement is intended to apply whether the property described above is leased or sold to Debtor. Should the property be initially leased and later purchased by Debtor, this statement is intended to cover such security interest. It shall also apply to any renewal, extension or refinancing of the obligations secured by carbon, photographic or other reproduction hereof is sufficient as a financing statement.

10. Name and Address of Assignee: <b>Caterpillar Financial Services Corp. 10630 Little Patuxent Parkway Columbia, Md. 21044</b>	11. Set forth here is: (Check one box:) <input type="checkbox"/> Manner in which the original financing statement is amended. <input type="checkbox"/> Description of collateral in which rights are assigned. <input type="checkbox"/> Description of collateral released from original financing statement.
13. CARTER MACHINERY COMPANY, INC. <u>Julie Wadley</u> SIGNATURE OF SECURED PARTY SIGNATURE FOR TERMINATION STATEMENT	<u>McLean Contracting Co.</u> <u>Frederick W. Rich, Exec. V.P.</u> SIGNATURE(S) OF DEBTOR(S) (Required only on original Financing Statement or Amendment)

555 PAGE 95

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)  
**SASS, GEORGE G & JANE KELLER**  
22 CORNHILL STREET  
ANNAPOLIS MD 21401  
264166

2. Secured Party(ies) and address(es)  
**MIDLANTIC NAT'L BANK**  
P.O. BOX A  
PENNSAUKEN NJ 08110

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

4. This statement refers to original Financing Statement bearing File No. 257634  
Filed with ANNE ARUNDEL Date Filed JULY 30 1985

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 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. \_\_\_\_\_

RECORD FEE 10.00  
 POSTAGE .50  
 #646730 0777 R03 T09:40  
 04/26/70  
 H. ERLE SCHAFFER  
 AA CO. CIRCUIT COURT

COLLATERAL AS DESCRIBED ON ORIGINAL UCC

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

No. of additional Sheets presented: \_\_\_\_\_  
**MIDLANTIC NAT'L BANK**  
 By: W. Lloyd Dorman  
**W. LLOYD DORMAN, ASST. CASHIER**

(1) Filing Officer Copy - Alphabetical

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

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

MORISSEAU: KENNETH C  
1610 APRICOT COURT  
RESTON VA 22090  
264454

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

MIDLANTIC NAT'L BANK  
2 BROAD ST  
BLOOMFIELD NJ 07003

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

#646740 CTTT R03 T09:41

04/26/90

4. This statement refers to original Financing Statement bearing File No. 487-451

Filed with ANNE ARUNDEL

Date Filed JULY 30, 1985

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

COLLATERAL AS DESCRIBED ON ORIGINAL UCC

No. of additional Sheets presented:

MIDLANTIC NAT'L BANK

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

By: W. Lloyd Borman  
W. LLOYD BORMAN, ASST. CASHIER

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

555 PAGE 97

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)

264528  
PISCITELLI:EUGENE AND  
PAMELA J  
1820 MILVALE RD  
ANNAPOLIS MD 21401

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

MIDLANTIC NAT'L BANK  
2 BROAD ST  
BLOOMFIELD NJ 07003

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

DJ

4. This statement refers to original Financing Statement bearing File No. 488-50

Filed with ANNE ARUNDEL

Date Filed AUG 8, 1985

RECORD FEE 10.00

POSTAGE .50

- 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. 04/26/90
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. H. ERLE SCHAFER
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. AA CO. CIRCUIT COURT

COLLATERAL AS DESCRIBED ON ORIGINAL UCC

No. of additional Sheets presented: \_\_\_\_\_

MIDLANTIC NAT'L BANK

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

By: W. Lloyd Dorman  
W. LLOYD DORMAN, ASST CASHIER

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

280682

555 FEB 98

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

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

James Bramble  
204 Benfield Road  
Severna Park, Maryland 21146

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

American General Finance, Inc.  
PO Box 1078  
Marietta, OH 45750

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

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

1989 Stump Grinder Model #630-A  
Serial #IVRC111EZG1004576  
Amount of consideration \$ 7576.50

RECORD FEE 11.00  
RECORD TAX 56.00  
POSTAGE .50  
#646760 CTJT R03 T09:42  
#4160130

5. Assignee(s) of Secured Party and Address

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

This instrument prepared by American General Finance, Inc.

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

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

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

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

Filed with County Recorder of Arundel County

Margaret L. McCallister

Paul J. McCallister

American General Finance, Inc.

By James Bramble  
James Bramble Signature(s) of Debtor(s)

By Suzanne K. Smith  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

280683

555 99

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any): 4/06/92

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

SEDGEWICK, FERDINAND M  
112 CARVER ROAD  
BALTIMORE, MD, 21222

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

FLEET FINANCE INC  
1921 YORK ROAD  
LUTHERVILLE, MD, 21093

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

RECORD FEE 11.00

POSTAGE .50

#646780 0777 R03 T09:43

04/26/90

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

ITEMS PURCHASED FOR REBUILDING OF ROOF AT:

112 CARVER ROAD  
BALTIMORE, MD, 21222

BELONGING TO: FERDINAND M SEDGEWICK

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:

FERDINAND M SEDGEWICK

FLEET FINANCE INC

By

*Ferdinand Sedgewick*  
Signature(s) of Debtor(s)

By

*H. Erle Schaffer*  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

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

1 Debtor(s) (Last Name First) and address(es)  
William I & Kimberly D. Murphy  
3020 Solomons Island Rd.  
Huntington, MD 20639

2 Secured Party(ies) and address(es)  
Capitol Ecology Systems  
2128 Espey Ct.  
Crofton, MD 21114

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

4 This financing statement covers the following types (or items) of property  
Installed one United Standard complete water treatment system model#1054.  
XX

RECORD FEE 12.00  
POSTAGE .50  
#646800 0777 R03 T09:43  
5 Assignee(s) of Secured Party and Address(es)  
Water Resources Intl. 04/26/90  
2800 E. Chambers  
Phoenix, AZ 85040  
H. SCHAFER  
HA CO. CIRCUIT COURT

IS SUBJECT TO RECORDATION TAX

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

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

Filed with:

By: W. Murphy 4/8/90  
Signature(s) of Debtor(s)

By: Capitol Ecology Systems  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

280685

555 PAGE 101

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)

Elaine E. Maholms  
12429 Shawmont Ln.  
Bowie, MD 20715

2 Secured Party(ies) and address(es)

Capitol Ecology Systems  
2128 Espey Ct.  
Crofton, MD 21114

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



RECORD FEE 11.00

POSTAGE .50

#646810 0777 R03 T09:44

04/26/90

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

Installed one United Standard Complete Water Treatment System Model #1054

XX

IS SUBJECT TO RECORDATION TAX

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

W. ERLE SCHAFER  
Water Resources Int'l. COURT  
2800 E. Chambers  
Phoenix, AZ 85040

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

Capitol Ecology Systems

By Elaine E. Maholms  
Signature(s) of Debtor(s)

By \_\_\_\_\_  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical



280686

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

No. of Additional Sheets Presented

3.  The Debtor is a transmitting utility.

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

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

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

Mario Leonard Vaccaro d/b/a All Star Vending  
325 Roesler Road  
Glen Burnie, Maryland 21061

Willow Enterprises, Inc.  
325 Roesler Road  
Glen Burnie, Maryland 21061

RECORD FEE 12.00

POSTAGE .50



5. This Financing Statement covers the following types (or items) of property:  
2 Model 368 Can Vendors w/dbv A1867614-A1867649  
1 Vendomatic Coffee Machine #2321

6. Assignee(s) of Secured Party and Address(es)  
CPC SERVICES, INC. 0777 R03 T09:45  
660 White Plains Road  
Tarrytown, New York 10591 04/26/90

(Conditional Sales Contract)  
(Not subject to recordation tax)

Products of the Collateral are also covered.

7.  The described crops are growing in the field of  
 The described goods are or are to be affixed to  
 The lumber to be cut is in the logs or in the  
(including oil and gas)  
\*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.

Mario Leonard Vaccaro d/b/a All Star Vending

Willow Enterprises, Inc.

By

*Mario L Vaccaro*

Signature(s) of Debtor(s)

By

*[Signature]*

Signature(s) of Secured Party(ies)

(15/82)

(1) Filing Officer Copy-Numerical

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

555 103

280687

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)

Bontz George  
Bontz Eleanor  
8188 Forest Glen Pl Pasadena 91224

2 Secured Party(ies) and address(es)

Security Pacific  
Financial ~~Corp~~  
Services Inc  
2568 A Riva Rd 101  
Ann. Md. 21401

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



RECORD FEE 12.00  
POSTAGE .50  
#646840 CTTT R03 T09:45  
04/26/90

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

1 Jade Subcatorain Spa, 1 cover, deck  
1 Chem Kit.

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

X George Bontz  
X Eleanor Bontz  
Signature(s) of Debtor(s)

SECURITY PACIFIC FINANCIAL SERVICES, INC.

By Mae Hatfield  
Signature(s) of Secured Party(ies)

STANDARD FORM FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

555 PAGE 1114

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) Mannco, Inc. 700-H Port Capital Dr. Baltimore, Md. 21227	2. Secured Party(ies) and address(es) Circle Business Credit, Inc. 5775 Peachtree Dunwoody Rd. Suite 440-G Atlanta, Ga. 30342	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) (DJ) RECORD FEE 10.00 POSTAGE .50 #646870 0777 R03 T09:46
4. This statement refers to original Financing Statement bearing File No. <u>277045</u> Filed with <u>Clerk of Court Anne Arundel County</u> Date Filed <u>4/20/89</u> 1989		Book 540 Page 301 #7101451-1 AB No. of additional Sheets presented:
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

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

By: Anne P. Bailey  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3  
10.50

280688

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS  YES  NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 04-17-1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

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

Blamphin Curtis Total Rehab Agency, Inc.  
7505 Greenway Center Drive, Suite 302  
Greenbell, MD 20770

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

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

Name and address of Secured Party

COMMERCE BANK  
9658 BALTIMORE AVENUE  
P.O. BOX 898  
COLLEGE PARK, MD 20740

Name and address of Assignee



RECORD FEE 11.00  
POSTAGE .50

Date of maturity, if any

Check if proceeds/products of collateral are covered

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 Equipment; 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: \$75,000.00

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.

Blamphin Curtis Total Rehab Agency, Inc. COMMERCE BANK

by *Alicia Blamphin*  
Alicia Blamphin, President

Signature of Secured Party

44-00-0777 R03 T09:49  
04/26/90  
SCHAFER  
CIRCUIT COURT

11/50

EXHIBIT "A"

<u>Equipment Description</u>	<u>Serial Number</u>
Biodex Clinical Data System	1159
M-2	38118
Intelect 775	2060
Computer Pro W/Attachments	201082
Isolator	1192, 1196
MP-1 Package	2795
Whirlpool	176069
IBM Wheelwriter 50 TWS5 W/CRT	11-0040617
Powermate 286-640K W/Attach'TS	
2-Uppercycles @ 2370 Each	
6-Treatment Tables @ 395.60 Ea	

SIGNATURE:

  
ALICIA BLAMPHIN, PRESIDENT

4/17/90  
DATE

280689

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)  
Thomas E. Stuehler d/b/a  
La Fontaine Bleu  
190 L. Penrod Court  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)  
Carlyn Systems  
5105 Q Backlick Rd.  
Annandale, VA 22003

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

RECORD FEE 12.00  
POSTAGE .50

#647030 0777 R03 T10:07

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

See Attached Schedule "A"

5. Assignee(s) of Secured Party and  
Address(es) H. ERLE SCHAFER  
Citicorp  
450 MAMARONECK AVENUE  
HARRISON NY 10528

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:

Thomas E. Stuehler dba La Fontaine Bleu

By: Thomas E. Stuehler  
Signature(s) of Debtor(s)

Carlyn Financial Systems

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

SCHEDULE "A"

- 1- Everex Step 386/25, 4 Mega Byte of Ram ✓ S/N 25603-948-12697
- 1- Novell certified 230MB hard drive ✓ S/N TASA6900835
- 1- Monochrome Monitor ✓ S/N 93001718
- 1- Monochrome Graphics card ✓ N/A
- 1- 2nd Serial/Parallel Ports ✓ N/A
- 1- SMC 16 BIT Twisted Pair Server Adapter ✓ N/A
- 1- American Power 520 Watts Ups ✓ N/A
- 1- SMC Twisted Pair 8 Port Active Hubs ✓ N/A
- 7- Samsung AT 286/12 MHZ, 640KB of RAM ✓ S/N 89350160,169,173,174,925,979,983
- 7- Color Graphics Monitor and Adapter ✓ S/N 90707142,90202207,20602557,90602391
- 9 7- SMC Twisted Pair Network Adapter N/A
- 1- Samsung 386/16SX MHZ, 2MB, 40MB S/N 900130652
- 1- Color Graphics Monitor and Adapter N/A
- 1- SMC Twisted Pair Network Adapter (NEC 386 Powermate) N/A
- 1- SMC Twisted Pair Network Adapter (IBM PC) N/A
- 1- Novell Advanced Netware VER 2.15 ✓ N/A
- 1- Wordperfect 5.1 Network Version ✓ N/A
- 3- Wordperfect Additional Stations ✓ N/A
- 1- Wordperfect 5.1 for Lahnam Upgrade ✓ N/A
- 3- Carbon Copy plus software ✓ N/A
- 1- Twisted Pair Cables and Materials N/A
- 1- Phone Board and Cabling Installation N/A
- 1- Novell System & Wordperfect Installation N/A

By: Ernie E. Stuckler  
 Title: Owner/President

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: April 23, 1990

(XXX) Not Subject to Recordation Tax

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

NAME OF DEBTOR (S): Southward Corporation  
T/A Outdoor Power

ADDRESS: 436 Chinquapin Round Road  
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

- 1) Model #930 Mustang Loader Serial Number 9303335.
- 2) Model #940 Mustang Loader Serial Number 9409052
- 3) Model #940 Mustang Loader Serial Number 0419782
- 4) Model #940 Mustang Loader Serial Number 0419872
- 5) Model #940 Mustang Loader Serial Number 0419892
- 6) Model #940 Mustang Loader Serial Number 0419862
- 7) Model #930 Mustang Loader Serial Number 0306512

RECORD FEE 12.00  
POSTAGE .50  
#647140 0777 R03 T10:17  
04/26/90



H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR(S): Southward Corporation  
T/A Outdoor Power

(Company Name)  
BY: Kenneth R. Wagner - Pres  
Kenneth R. Wagner, President

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

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

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: John M. Crook  
(Authorized Signature)

John M. Crook, Senior Vice President  
(Type Name and Title)

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

*Handwritten initials*

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

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

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

This financing statement dated 4/20/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHESAPEAKE SIGN COMPANY, INC.

Address 142 S. AZAR AVENUE, 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) APRIL 20, 1995

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

- 1 - GERBER SCANNER II COMPUTER #141921, COLOR MONITOR #8921409271
2 - SUPERSPRINT COMPUTER #122563, PLOTTER #161882

RECORD FEE 11.00
POSTAGE .50
#547180 C777 R03 T10:20
04/26/90



CHECK THE LINES WHICH APPLY

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

H. ERLE SCHAFFER

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)

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

CHESAPEAKE SIGN COMPANY, INC.

BY: [Signature] (Signature of Debtor)

HOWARD E. LOHORN, PRESIDENT

Type or Print Above Name on Above Line

BY: [Signature] (Signature of Debtor)

WARREN T. ADAMS, VICE PRESIDENT

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

X [Signature] (Signature of Secured Party)

EARL G. WALTER, EXECUTIVE VICE PRESIDENT

Type or Print Above Signature on Above Line

Handwritten number 11.5

555 PAGE 111

280692

Debtor or Assignor Form

Anne Arundel County MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 20,000.00 ( \$ 140.00 )
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

George R. Ruhl & Son, Inc.  
(Name)  
7451 Race Road  
(Address)  
Hanover, Maryland 21076

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
 Attn J. Stephen Klose  
(Name of Loan Officer)  
P.O. Box 1596  
(Address)  
Baltimore, Maryland 21203  
BANC #101-560

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

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

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

RECORD FEE 11.00  
 RECORD TAX 14.00  
 RECORD TAX 126.00  
 POSTAGE .50

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

#647370 0777 R03 T10:36  
 04/26/90

DEBTOR (OR ASSIGNOR)

George R. Ruhl & Son, Inc. (Seal)  
*George R. Ruhl, III* (Signature)  
George R. Ruhl, III, President  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

H. ERLE SCHAFER (Seal)  
AA CO. CIRCUIT COURT (Seal)  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Print or Type Name)

11-  
140  
50

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of  
George R. Ruhl & Son, Inc. ("Debtor") show

the following values for property which secures a total debt of  
\$ 200,000.00 to The First National Bank of Maryland.  
 (A)

\$ 2,141,000.00 Value of inventory, contract rights  
 (X) and other exempt property

\$ 2,383,000.00 Total value of all property  
 (Y) covered by financing statement

$(X) \div (Y) = \frac{90}{(B)} \%$

Therefore, the amount of debt exempt from recordation tax is com-  
 puted as follows, in accordance with the advice of the Maryland  
 Attorney General's Office:

$\frac{\$ 200,000.00}{(A)} \times \frac{90}{(B)} \% = \frac{\$ 180,000.00}{(C)}$

and the total amount of debt subject to tax upon the filing of  
 financing statements submitted herewith, is \$ 20,000.00.

$\frac{\$ 200,000.00}{(A)} - \frac{\$ 180,000.00}{(C)}$

George R. Ruhl & Son, Inc.  
 (Name of Debtor)

By:  (SEAL)  
 George R. Ruhl, III, President

Date: April 16, 1990

FINANCING STATEMENT

- 1.  To be Recorded in the financing statement records of ANNE ARUNDEL City/County, Maryland
- 2.  To Be Recorded in the Land Records of \_\_\_\_\_ City/County, Maryland.
- 3.  To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 4.  Not subject to Recordation Tax.
- 5.  Subject to Recordation Tax on an initial debt in the principal amount of \$ Forty thousand dollars and 00/100 (\$ 40,000.00 ). The Debtors(s) certifies that with the filing of this Financing Statement or a duplicate of this financing statement, the recordation tax on the initial debt has been paid.

6. <u>Debtor(s) Names(s)</u>	<u>Address(es)</u>	
Pops Grocery and Deli, Inc.	7459 Furnace Branch Drive Glenn Burnie, Maryland 21061	
7. <u>Secured Party</u>	<u>Address</u>	
The First National Bank of Maryland	25 South Charles Street Baltimore, Maryland Banc 121-011	RECORD FEE 13.00 RECORD TAX 280.00 POSTAGE .50

8. The term "Collateral" shall mean all items enumerated below. Unless otherwise defined, all terms used herein including, but not limited to, "proceeds" and "products" shall be given the same meaning when used herein as given when used in the Uniform Commercial Code as adopted in the state of Maryland. ERLE SCHAFER

9. This Financing Statement covers, and Debtor hereby grants to Secured Party a security interest in, the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

(i) All of Debtors now owned and hereafter acquired equipment and fixtures ("Equipment") located at 4730 STORE 15 MOUNTAIN RD PASADENA, and more fully described and reflected in Exhibit "A" attached hereto. MD 21122

(ii) All proceeds of Equipment and other Collateral;

(iii) Any Accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as the proceeds thereof; and

*Handwritten:* 13 280 .8

(DJ)

4417400 0777 R03 710435  
04/26/77  
ERLE SCHAFER  
AA CO. CIRCUIT COURT

(iv) All of the books and records evidencing any of the above described Collateral.

DEBTOR:

SECURED PARTY:

POPS GROCERY AND DELI, INC.

THE FIRST NATIONAL BANK OF MARYLAND

BY: David R. Hays  
Title: Pres

BY: [Signature]

Address where Collateral will be located:

POP'S GROCERY & DELI, INC.  
4730 MOUNTAIN ROAD  
STORE # 15  
PASADENA, MARYLAND 21122

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EXHIBIT A

<u>Equipment</u>	<u>Serial Numbers</u>
Globe Meat Slicer	580105
Globe Meat Slicer	580099
NCI Scale	SR52900040
NCI Scale	SR52900041
Stainless Steel Table	64719DW
3-Comp. Sink	IFL32148418
Hand Sink	XPHSW63
Hand Sink	XPHSW64
Wire Shelves	N/A
Wire Posts	N/A
Deli Case	90-17214
Reach-in Freezer	DPK3812
Reach-in Refrigerator	DPK1010
Walk-in Box	DX90808801
6ft. Ice Cream Freezer	90428212
6ft. Ice Cream Freezer	90428202
8ft. Ice Cream Freezer	90428442
8ft. Ice Cream Freezer	90429273

DJ

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

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

1. Debtor(s) (Last Name First) address(es)  JONES LANDSCAPING & CONCRETE RTE. 261, BOX 15 FRIENDSHIP, MD 20758	2. Secured Party(ies) and Address(es)  GATEWAY FORD TRACTOR, INC. 15410 CHRYSLER DRIVE UPPER MARLBORO, MD 20772
--	---

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

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

1 USED 1984 FORD TRACTOR-LOADER, SER.#C735835.

ASSIGNEE:  
FORD MOTOR CREDIT COMPANY  
P.O. BOX 36387  
RICHMOND, VA 23235

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

4. This transaction is exempt from the Recording Tax.

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

Filed with:

RECORD FEE 11.00  
POSTAGE .50

#647410 0777 103 110:35

*Samuel Galun Jones*  
(SIGNATURE OF DEBTOR)  
JONES LANDSCAPING & CONCRETE

(SIGNATURE OF DEBTOR)

GATEWAY FORD TRACTOR, INC. 04/26/90  
(NAME OF SECURED PARTY)  
*Chris Hanburger*  
BY: H. ERLE SCHAFER  
CHRIS HANBURGER, GENERAL MANAGER  
CIRCUIT COURT

118



555 PAGE 117

280695 (DJ)

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (Maryland)

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

Table with 2 columns: 1. Debtor(s) (Last Name First) address(es) and 2. Secured Party(ies) and Address(es). Includes GRASS ROOTS, INC. and GATEWAY FORD TRACTOR, INC.

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

3. This Financing Statement covers the following types (or items) of personal property: 1 NEW FORD 555C TRACTOR-LOADER-BACKHOE, SER.#A407879. ASSIGNEE: FORD MOTOR CREDIT COMPANY P.O. BOX 36387 RICHMOND, VA 23235

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

4. This transaction is exempt from the Recording Tax. "EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

Filed with:

POSTAGE .50 #347420 CITY R03 T10:39 04/26/90

Signature of Debtor: [Signature] GRASS ROOTS, INC.

Signature of Secured Party: [Signature] GATEWAY FORD TRACTOR, INC. H. ERLE SCHAFER AA CO. CIRCUIT COURT CHRIS HANBURGER, GENERAL MANAGER

Handwritten mark: 1/1.8

280696

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

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

1. Debtor(s) (Last Name First) address(es) Grierson, Shirley-Jo 6217 Mallard Ln Lothian, Md. 20711	2. Secured Party(ies) and Address(es) GATEWAY FORD TRACTOR, INC. 15410 CHRYSLER DRIVE UPPER MARLBORO, MD 20772
---	---

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

3. This Financing Statement covers the following types (or items) of personal property:  
 Ford LGT, Model 14D, Serial # 1873

ASSIGNEE:  
 FORD MOTOR CREDIT COMPANY  
 P.O. BOX 36387  
 RICHMOND, VA 23235

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

4. This transaction is exempt from the Recording Tax.  
 "EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

Filed with:

RECORDED FEE 11.50  
 POSTAGE .50  
 #647430 0777 R03 Y10-39

*Shirley-Jo Grierson*  
 (SIGNATURE OF DEBTOR)

GATEWAY FORD TRACTOR, INC. H. ERLE SCHAFER  
 (NAME OF SECURED PARTY)  
 BY *Chris Hanburger*  
 CHRIS HANBURGER, GENERAL MANAGER  
 AA CO. CIRCUIT COURT  
 04/26/90

11.50

280697

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

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

1. Debtor(s) (Last Name First) address(es) GRASS ROOTS, INC. 501 W. CENTRAL AVENUE DAVIDSONVILLE, MD 21035	2. Secured Party(ies) and Address(es) GATEWAY FORD TRACTOR, INC. 15410 CHRYSLER DRIVE UPPER MARLBORO, MD 20772
---	---

DJ

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

RECORD FEE 11.00

POSTAGE .50

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

- 1 NEW - NEW HOLLAND L785 SUPER BOOM LOADER, SER.#763582,
- 1 NEW 802454 LOW PROFILE BUCKET, 1 NEW 202873 WEIGHTS,
- 1 NEW 209066 FORK LIFT ATTACHMENT.

ASSIGNEE:  
FORD MOTOR CREDIT COMPANY  
P.O. BOX 36387  
RICHMOND, VA 23235  
04/26/90

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

H. ERLE SCHAFFER

4. This transaction is exempt from the Recording Tax.

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

Filed with:

(SIGNATURE OF DEBTOR)  
GRASS ROOTS, INC.

GATEWAY FORD TRACTOR, INC.  
(NAME OF SECURED PARTY)

BY: CHRIS HANBURGER, GENERAL MANAGER

11/5

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 RIGHT O WAY INC.

Address 889 C. Airport Park Rd. Glen Burnie, MD 21061

RECORD FEE 11.00  
#547550 0777 R03 T10:51

DJ

2. SECURED PARTY

Name Maryland Clarklift Co., Div. The Space Maker Group, Inc.

04/26/90

Address 3310 Childs St. Baltimore, Maryland 21226

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 New Crown Model 30SCTL Electric Forklift S/N 1A101510, 77/118" Standard Upright 31" Wide Carriage, 48" Loadbackrest, 48" Forks
- One GBC Model 18-85-15 Battery, # HR-65514-1-01
- One GBC Model 3SN-18-600 Charger, # HR-65514-2-01

Name and address of Assignee  
Clark Equipment Credit Corp  
Circle Drive.  
Buchanan, MI 49107

Not Subject to recordation tax- Conditional Sales Contract-Seller is Secured Party.

CHECK  THE LINES WHICH APPLY

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

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

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

*[Signature]*  
\_\_\_\_\_  
(Signature of Debtor)

Adrian Hex CFO  
\_\_\_\_\_  
Type or Print Above Name on Above Line

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

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

*[Signature]*  
\_\_\_\_\_  
(Signature of Secured Party)

J. Fisher GM  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

11-

FINANCING STATEMENT FORM UCC-1  
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ Not Subject

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

This financing statement Dated April 20, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Engine Service, Inc.  
Address 141 W. Pulaski Hwy, Elkton, MD 21921

2. SECURED PARTY

Name CHESAPEAKE POWER EQ. CO., INC.  
Address 10752 TUCKER ST.  
BELTSVILLE, MD 20705

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

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

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

ALL INVENTORY OF GOODS DISTRIBUTED BY CHESAPEAKE POWER EQ. CO., INC., A SUBSIDIARY OF STULL ENTERPRISES, INC. INCLUDING BUT NOT LIMITED TO CHAIN SAWS, LAWN AND GARDEN TRACTORS, ROTARY RIDING MOWERS, NYLON CORD TRIMMERS, APPLICABLE PARTS, ACCESSORIES, AND ACCOUNT RECEIVABLE ARISING FROM THE SALE OR TRADE OF SAME.

RECORD FEE 11.00  
POSTAGE .50  
#647560 C777 R03 710:51  
04/26/90  
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)

x [Signature]  
(Signature of Debtor)

x William T. Waterman  
Type or Print Above Name on Above Line

x [Signature]  
(Signature of Debtor)

x RICHARD S. DELLMYER  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

R. D. Hagens  
Type or Print Above Signature on Above Line

117.0

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Jeffrey H. Zukowski  
Kimberly J. Zukowski  
Janet Gay Carls

490 Patuxent Road #58  
Odenton, Maryland 21223

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 1983, Nashua, 70 X 14 Mobile Home  
Serial # CNX370143DK012271

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 13.00  
POSTAGE .50

#647610 CTTT R03 T10:56  
04/26/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Debtor

Secured Party

✓ Jeffrey Henry Zukowski  
✓ Kimberly J. Zukowski  
✓ Janet Gay Carls

JOHN HANSON SAVINGS BANK FSB

By Kathryn Rulley

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.

138

A.A. Co. Land  
13.50

555 PAGE 123

280701

FINANCING STATEMENT

File No

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

<b>1 DEBTOR(S) and Address(es)</b> ① Jachal, Inc. t/a Lil' Miss Harvey's ② Sub & Pub 6718 A Ritchie Highway Glen Burnie, MD 21061	<b>2. SECURED PARTY and Address</b> <b>SIGNET BANK/MARYLAND</b> Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Comm'l. Loan Dept. TC609</u> <hr/> <b>Return to Secured Party</b>
---	--

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

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of eat in & carryout restaurant (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 repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

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

E. Other. All furniture and fixtures now owned or hereafter acquired and all proceeds and products thereof in any form whatsoever, including the Liquor License located on the premises at 6718A Ritchie Highway, Glen Burnie, Maryland.

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 not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is \$90,000.00

DEBTOR:  
  
Jachal, Inc. t/a Lil' Miss Harvey's  
(Type Name) Sub & Pub  
By: Edward W. Hall, President  
By: \_\_\_\_\_

SECURED PARTY:  
SIGNET BANK/MARYLAND  
By: James A. Shimer, Assistant Vice President  
(Type Name)  
APRIL 12, 19 90  
(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., Vs., D.C., Pa.

13

RECEIVED  
APR 20 1990

TO BE RECORDED AMONG THE LAND RECORDS AND FINANCING STATEMENT RECORDS OF ANNE ARUNDEL CO. AND THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

Recordation taxes in the amount of \$ 234.50 have been paid to Anne Arundel County, Maryland.

**RECORDATION TAX AFFIDAVIT**

TO WHOM IT MAY CONCERN:

555 #124

Signet Bank/Maryland, a Maryland banking corporation, (the "Lender") has agreed to lend the sum of Ninety Thousand Dollars (\$90,000.00) as a term loan (the "Loan") to Jachal, Inc. t/a 'Lil Miss Harvey's Sub & Pub, 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 One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) (the "Collateral").

The Debtor hereby represents and warrants that approximately Ninety-Five Thousand and no/100 Dollars (\$95,000.00) 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 Fifty-Five Thousand and no/100 Dollars (\$55,000.00) 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 12 day of APRIL, 1990.

ATTEST:

JACHAL, INC. t/a 'LIL MISS HARVEY'S  
SUB & PUB

Charles S. Jacobs, III  
Charles S. Jacobs, III  
Secretary

By: Edward W. Hall, Jr.  
Edward W. Hall  
President

STATE OF MARYLAND  
CITY/COUNTY OF CARROLL to wit:

I HEREBY CERTIFY that on this 12th day of April, 1990, before me, a Notary Public in and for the State and City/County aforesaid, personally came Edward W. Hall, known to me or satisfactorily proven to be the person whose name is subscribed to the within Affidavit and acknowledged that he executed the same as President of Jachal, Inc. t/a 'Lil Miss Harvey's Sub & Pub, 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: July 1, 1990

3011d226.doc  
41314.416:02

$\frac{55,000}{150,000} \cdot 37 \times 90,000 = 33,300 \text{ pd}$

Anne Arundel County

FINANCING STATEMENT

280702

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$....15,600..\*

1. Name of Debtor(s): Business Systems Management, Inc.  
Address: T/A Entre Computer Center  
The Conte Building, Suite 101  
116 Defense Highway  
Annapolis, Maryland 21401

DJ

555 125

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~Micro Plaza Office Building~~  
~~3000 Spring Mill Road~~  
2001 Davidsonville Road  
Crofton, Maryland 21114

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

A first lien security interest under the Uniform Commercial Code of Maryland on all furniture, fixtures, machinery, equipment and inventory now owned or hereafter acquired.

A first lien security interest under the Uniform Commercial Code of Maryland on accounts receivable and contract rights now in existence or hereafter created.

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:

\*  $\frac{122,000 \text{ furniture/fixtures}}{778,000 \text{ total value}} \times 100,000 = \$15,600$

RECORD FEE 12.00

RECORD TAX 112.00

POSTAGE .50

MS4770 ETTT R03 Y11+02

04/26/90

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Business Systems Management, Inc.  
T/A Entre Computer Center  
*[Signature]*  
John J. Rice, President  
*[Signature]*  
Elaine Mahaffey, Treasurer

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*  
Donald D. Howard, Vice President  
(Type Name and Title)

H. FRILE SCHAFER

AA CO. CIRCUIT COURT

(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)

12  
1/2

TO BE  
 NOT TO BE  
280703

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ 555 PAGE 126

FINANCING STATEMENT

John B Nutwell, Jr

1. Debtor(s):

JOHN B. NUTWELL JR  
Name or Names—Print or Type  
100 - CLOVERHILL RD, PASADENA, AA, MD. 21122  
Address—Street No., City - County State Zip Code  
100 Cloverhill Rd., Pasadena Md. 21122  
DEBBIE L. NUTWELL Debbie L Nutwell  
Name or Names—Print or Type  
100 - CLOVERHILL RD, PASADENA, AA, MD. 21122  
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

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

ROOFING, PER PROPOSAL # 2376622  
SIGNED AND DATED 4-12-90

DJ

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

DETACHED SINGLE FAMILY DWELLING  
KNOWN AS 100 Cloverhill Rd. Pasadena (AA Co) Md 21122  
100 - CLOVERHILL RD, PASADENA, A.A., MD. 2122

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

Debtor(s):

John B Nutwell, Jr.  
John B. Nutwell Jr  
(Signature of Debtor)  
JOHN B. NUTWELL, JR  
Type or Print  
Debbie L. Nutwell  
(Signature of Debtor)  
DEBBIE L. NUTWELL  
Type or Print  
Debbie L. Nutwell

SECURED PARTY:

Sears, Roebuck and Company  
(Company, if applicable)  
J. D. Althouse-Credit Cntrl Oper. Mgr.  
(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:

and Address Sears, Roebuck & Co. 6901 Security Blvd., Baltimore, MD 21207

1350

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 485

Page No. 549

Identification No. 256885

Dated May 31 1985

1. Debtor(s) { Thomas J Birrane & Ivy M Birrane  
Name or Names—Print or Type  
300 Granada Rd Pasadena (CA Co) Md 21122  
Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

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

RECORD FEE 13.00  
POSTAGE .50  
FBI/DOJ CIVIL RIGHTS DIVISION  
MAY 28 1990

DJ

Dated: April 23, 1990

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1350

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 497

Page No. 88

Identification No. 261377

Dated April 21 1986

1. Debtor(s) { Edmund Birk & Kathryn E Birk  
 Name or Names—Print or Type  
7302 Green Acres Rd Glen Burnie (AA Co) 21061  
 Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

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

DJ

RECORD FEE 13.00  
 POSTAGE .50  
 #647510 CTTT ROS 733405  
 04/26/90  
 H. ERLE SCHAPER  
 AA CO. CIRCUIT COURT

Dated: April 23, 1990

Sears, Roebuck and Company  
Name of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Signature of Secured Party

Type or Print (Include Title if Company)

1258

A.A.  
13.50

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 493

Page No. 17

Identification No. 259717

Dated Dec 24 1985

1. Debtor(s) { Richard L Birch & Lillian G Birch  
 Name or Names—Print or Type  
324 Cheddington Rd Baltimore (AA Co) Md 21090  
 Address—Street No., City - County State Zip Code

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

DJ

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

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

RECORD FEE 17.00  
 POSTAGE .50  
 #547220 0777 003 11106  
 24 12/90

Dated: April 23, 1990

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1757

Q Invoice provided 11.50

MARYLAND FINANCING STATEMENT

FORM 555 PAGE 130

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

280704

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

1. LESSEE United Propane, Inc. (Name or Names) 205 Najoles Road, Millersville, Maryland 21108 (Address)

LESSEE (Name or Names) NFSL 3883 (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 1844 E. Joppa Rd. Baltimore, Maryland 21234 (Address)

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

- 1 - 5600 Reconditioned Mailing Machine; 1 - AS10 Reconditioned 10 LB. Scale

RECORD FEE 11.00 POSTAGE 1.00 BALTIMORE CIVIL COURT 04/26/90 H. ERLE SCHAFER

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

LESSEE: United Propane, Inc. By: Marcel A. Henry, President (Title) LESSOR: CHESAPEAKE INDUSTRIAL LEASING CO., INC. By: Donald A. Lounsbury, Credit Manager (Title) Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC. 8767 SATYR HILL ROAD BALTIMORE, MD 21234

118

*Annex  
Armed  
11-50*

280705

MARYLAND FINANCING STATEMENT

*0d*  
555 PAGE 131

(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 Bayside Office Support Services, Inc.  
619 Severn Avenue #203, Annapolis, Maryland 21403  
(Name or Names) (Address) NFSL 3885

LESSEE \_\_\_\_\_  
(Name or Names) \_\_\_\_\_  
(Address) \_\_\_\_\_

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

3. ASSIGNEE (if any) Northfield Federal Savings & Loan Association  
Of LESSOR 1844 E. Joppa Rd. Baltimore, Maryland 21234  
(Name or Names) (Address)

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

2 - 286A Headstart Computers with 40 Meg Hard Drive, 2 Disk Drives, & VGA Monitors

*DJ*  
RECORDING FEE 1.10  
RECORDING FEE 7.00  
POSTAGE .50  
TOTAL 8.60  
08/26/70

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

LESSEE Bayside Office Support Services, Inc.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Susan M Kolb President  
Susan M. Kolb (Title)

By: Donald A. Lounsbury Credit Manager  
Donald A. Lounsbury (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)

*118*

280706

555 132

INDEMNITY FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF:

- ~~A. HARTFORD COUNTY, MARYLAND~~  
~~B. ANNE ARUNDEL COUNTY, MARYLAND~~  
~~C. 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: PLUMTREE STATION LAND LIMITED PARTNERSHIP  
c/o Siena Corporation  
12011 Guilford Road  
Suite 101  
Annapolis Junction, MD 20701  
Attn: Anthony R. Manganaro
2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK  
Real Estate Industries Group  
10 Light Street, 19th Floor  
Baltimore, Maryland 21202

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

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted 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

2700

"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 April 23, 1990 (the "Deed of Trust") executed by the Indemnitor for the benefit of Margaret D. Kirmil and James W. Dodson, Jr., 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.

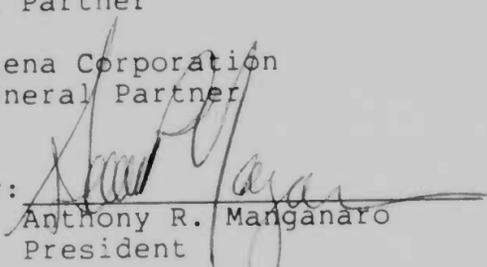
6. The Indemnitor is the record owner of the Land described in Exhibit A.

INDEMNITOR:

PLUMTREE STATION LAND LIMITED  
PARTNERSHIP

By: ✓ Plumtree Station Limited Partnership  
General Partner

✓ By: Siena Corporation  
General Partner

By:   
Anthony R. Mangano  
President

Filing Officer: After recordation, please return this Financing Statement to:

Abigail K. Schusheim, Esquire  
Miles & Stockbridge  
10 Light Street, 8th Floor  
Baltimore, Maryland 21202

EXHIBIT A

PROPERTY DESCRIPTION

555 135

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Harford, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point which is at the end of the thirteenth line of the deed dated June 3, 1976 and recorded among the Land Records of Harford County, Maryland in Liber 1000 at Folio 210 was granted and conveyed by James H. Magness and Arlene P. Magness, his wife to the EMMORTON BAPTIST CHURCH, said point being also on the SOUTHMOST line of the lands shown on the plat entitled FINAL PLAT LAND OF THE THELMA D. MAGNESS and recorded among the plat records of Harford County, Maryland, in PLAT LIBER H.D.C. 37 at FOLIO 83 and running thence with said SOUTHMOST line as now surveyed by STV/LYON ASSOCIATES, with all bearings herein being referred to the MARYLAND STATE SYSTEM OF PLANE COORDINATES as adopted by the Harford County Metropolitan Commission, viz;

1. NORTH  $74^{\circ}14'21''$  EAST 360.13 feet to a point at the end of the FIRST line of the deed dated December 22, 1952 and recorded among the Land Records of Harford County, Maryland in LIBER 387 at FOLIO 43 was granted and conveyed by William S. Magness and Thelma D. Magness, his wife, and others, to ALBERT H. MAGNESS and HELEN E. MAGNESS, his wife, and thence running with the second line and part of the third line of said last mentioned deed,
2. NORTH  $25^{\circ}14'30''$  WEST 98.71 feet to an iron bar here found and thence;
3. NORTH  $75^{\circ}55'12''$  EAST 195.26 feet to an iron bar here found, said iron bar being at the end of the FOURTEENTH LINE of a deed dated September 19, 1984 and recorded among the Land Records of Harford County, Maryland in Liber H.D.C. 1244 at FOLIO 656 was granted and conveyed by STANDARD EQUIPMENT, INC. to ALVIN RODICK and MAE E. RODICK, his wife, and running thence reversely with the FOURTEENTH, THIRTEENTH, and TWELFTH lines of said last mentioned deed,
4. SOUTH  $11^{\circ}44'05''$  EAST 213.69 feet, thence;
5. NORTH  $79^{\circ}00'04''$  EAST 106.98 feet and thence;
6. SOUTH  $17^{\circ}14'53''$  EAST 303.97 feet to a point and thence leaving the lands of said last mentioned deed and running with the WESTMOST line of a deed dated February 17, 1986 and recorded among the Land Records of Harford County in LIBER 1309 at FOLIO 182, said land also being shown on a plat filed among the PLAT RECORDS OF HARFORD COUNTY IN PLAT LIBER CGH 53 AT FOLIO 111,

BOOK 555 PAGE 137

7. SOUTH  $20^{\circ}29'15''$  EAST 346.28 feet to a point in the centerline of PLUMTREE ROAD, and running thence with the centerline of PLUMTREE ROAD,
8. SOUTH  $69^{\circ}25'11''$  WEST 439.93 feet to a point located at the beginning of the twelfth line of that same tract of land as described in a conveyance from Sadie Magness, etal, unto Catherine Lochary, be a deed dated July 28, 1947 and recorded among said Land Records in Liber G.R.G. No. 307, folio 160, etc., thence leaving said centerline of Plumtree Road and running with and binding on the twelfth, thirteenth, fourteenth and fifteenth lines of said conveyance, the 3 following courses and distances,
9. North  $29^{\circ}08'16''$  West 366.95 feet to a rebar and cap heretofore set, thence,
10. SOUTH  $66^{\circ}53'53''$  WEST 79.39 feet to an iron bar heretofore set, thence,
11. NORTH  $23^{\circ}46'12''$  WEST 473.91 feet to the point of beginning.

Containing 436,083 square feet 10.0111 acres more or less.

Being part of the Land which by deed dated July 28, 1947 and recorded among the LAND RECORDS OF HARFORD COUNTY IN LIBER 307 at FOLIO 164, was granted and conveyed by Catherine Lochary, unmarried to Albert H. Magness and Helen E. Magness, his wife, and being also part of the land that by deed dated December 22, 1952 and recorded among the LAND RECORDS OF HARFORD COUNTY IN LIBER 387 at FOLIO 43, was granted and conveyed by WILLIAM S. MAGNESS and THELMA D. MAGNESS, his wife, to Albert H. Magness and Helen E. Magness, his wife.

280707

FINANCING STATEMENT

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:

GABARDINI & SAGER  
900 Bestgate Road  
Suite 400  
Annapolis, Maryland 21401

DJ

2. NAME AND ADDRESS  
OF SECURED PARTY:

Equitable Bank, National  
Association  
100 South Charles Street  
Baltimore, Maryland 21201  
Attn: Real Estate Finance  
Department

REC'D FEE 25.00  
REC'D FEE .50  
REC'D 03/25/90 11:18

04/24/90

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

21

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 L. 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

3/21/90 SHC

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A:ET\_\_\_01.FIS

right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

(g) Any beer, wine and/or liquor license now or hereafter issued in connection with the Property.

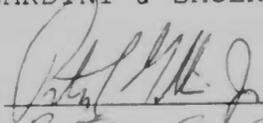
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

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:

GABARDINI & SAGER

By: 

Peter C. Gabardini, Jr.

Its General Partner

Filing Officer: After recordation, please return this Financing Statement to:

Diane Hewes  
Miles & Stockbridge  
10 Light Street, 8th Floor  
Baltimore, Maryland 21202

EXHIBIT "A" 555 141

[Legal Description]

BEING all that land lying and being at Mill Bottom Road and Revell Highway, 3rd District, Anne Arundel County, Maryland and more particularly described as follows:

BEGINNING for the same at an iron pipe found on the north side of Mill Bottom Road and at the same beginning point as in the conveyance from William E. Neiman and Betty E. Neiman to William E. Neiman, by deed dated June, 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Book 4629 Page 154; said iron pipe and place of beginning also being at the same beginning point of Parcel Two of the conveyance from Dutch Mill Farm Corporation to Arthur J. Steiner and Olga M. Steiner, his wife, by deed dated November 1, 1973 and recorded among the said Land Records in Liber 2634 Page 702;

THENCE running from the place of beginning; so fixed, and with the north side of Mill Bottom Road, and running to include Parcel One, Parcel Two and Parcel Three of the said conveyance recorded in Liber 2634 Page 702, as now surveyed, North  $68^{\circ} 36' 49''$  West 35.80' and North  $13^{\circ} 06'$  East 5.0' to the north side of said Mill Bottom Road as shown on State Road Commission Plat #5300;

THENCE with the north side of said road as shown on said plat, North  $76^{\circ} 54'$  West 33.12' to a point of curve;

THENCE with a curve to the right, having a radius of 420.74', a delta angle of  $28^{\circ} 39' 11''$ , and a chord bearing and distance of North  $62^{\circ} 34' 29''$  West 208.22', for an arc length of 210.40' to a pipe set;

THENCE North  $08^{\circ} 20' 08''$  East 66.53' to a point located on the south east side of the Revell Highway as shown on S.R.C. Plat #43368;

THENCE with the southeast side of said Revell Highway, as shown on said plat, North  $66^{\circ} 13'$  East 177.87', South  $62^{\circ} 22' 23''$  East 31.98', North  $66^{\circ} 13'$  East 130.23' to an iron pipe set in the South  $13^{\circ} 57'$  West 373.86 foot line of Parcel Two of the said conveyance recorded in Liber 2634 Page 702; said Iron pipe also being in the North  $13^{\circ} 57'$  East 310 foot line, more or less, of the said conveyance recorded in Book 4629 Page 154;

EXHIBIT "A"  
Page Two

BOOK 555 PAGE 142

THENCE with part of the said South 13° 57' West 373.86 foot line and also with part of the said North 13° 57' East 310 foot line, more or less, reversely, South 13° 23' 44" West 31.62 to intersect the south east side of the Revell highway as shown on S.R.C. Plat #38431;

THENCE leaving the said Revell Highway, and continuing with the said South 13° 57' West 373.86 foot line and also continuing with the said North 13° 57' East 310 foot line, more or less, reversely, South 13° 23' 44" West 273.25' to the place of beginning.

CONTAINING 1.24 acres± and as surveyed by McCrone, Inc. In April 1990.

BEING all of the remainder of Parcel One, Parcel Two, and Parcel Three of the abovementioned conveyance from Dutch Mill Farm Corporation to Arthur J. Steiner and Olga M. Steiner, his wife, by deed dated November 1, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2634 Page 702.

SAVING AND EXCEPTING from the above-described parcel all that certain parcel containing 0.064± Acre, which is the subject of a possible taking by the State Roads Commission, and which is more particularly described as follows:

BEGINNING for the same at an iron pipe set on the southeast side of the Revell Highway as shown on State Roads Commission Plat #43368 and where the South 13° 57' west 373.86 foot line of Parcel 2 of the conveyance from Dutch Mill Farm Corporation to Arthur J. Steiner and Olga M. Steiner, his wife, by deed dated November 1, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2634, Page 702 intersects the said southeast side of the Revell Highway as shown on said plat; said iron pipe and place of beginning being further located where the North 13° 57' East 310 foot line, more or less, of the conveyance from William E. Neiman and Betty E. Neiman to William E. Neiman, by deed dated June, 1988 and recorded among the said Land Records in Book 4629, Page 154 intersects the said southeast side of the Revell Highway as shown on said plat;

**THENCE** with part of the said South  $13^{\circ} 57'$  West 373.86 foot line and also with part of the said North  $13^{\circ} 57'$  East 310 foot line, more or less, reversely, South  $13^{\circ} 23' 44''$  West 31.62' to intersect the southeast side of the Revell Highway as shown on S.R.C. Plat #38431;

**THENCE** running through the above mentioned conveyance to Stelner recorded in Liber 2634, Page 702 and with a proposed southeast right-of-way line of the Revell Highway South  $66^{\circ} 13'$  West 91.01' and North  $62^{\circ} 22' 23''$  West 32.23' to a pipe set on the southeast side of the existing Revell Highway as shown on S.R.C. Plat #43368;

**THENCE** with the southeast side of the existing Revell Highway as shown on said S.R.C. Plat #43368, North  $66^{\circ} 13'$  East 130.23' to the place of beginning.

**CONTAINING** 0.064 Ac.  $\pm$  and as described by McCrone, Inc. in April 1990.

**BEING** part of the above mentioned conveyance from Dutch Mill Farm Corporation to Arthur J. Steiner and Olga M. Steiner, his wife, by deed dated November 1, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2634, Page 702;

**ALSO** being a possible taking by the State Roads Commission for the widening of the Revell Highway and as shown on S.R.C. Plats #51804 and #51805.

21.00

FINANCING STATEMENT

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

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

1. NAME AND ADDRESS OF DEBTOR: Texas Steaks and BBQ, Inc.  
900 Bestgate Road  
Suite 400  
Annapolis, Maryland 21401
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 beer, wine and liquor  
license described in Exhibit B attached hereto, together with (a)  
any modifications thereof and any other alcoholic beverage  
license now or hereafter issued in connection with the real  
property described on Exhibit A attached hereto, and (b) all  
proceeds and products thereof.

4. The Debtor certifies that no recordation tax is payable  
in connection with the recording of this Financing Statement.

DEBTOR:

TEXAS STEAKS AND BBQ, INC.

By: Peter C. Gabardini  
Peter C. Gabardini  
President

RECORD FEE 21.00  
POSTAGE .50  
BOOKING CHARGE \$01 715:18  
04/26/90

Filing Officer: After recordation, please return this Financing  
Statement to:

Diane Hewes  
Miles & Stockbridge  
10 Light Street, 8th Floor  
Baltimore, Maryland 21202

21

EXHIBIT "A"  
[Legal Description]

555 145

BEING all that land lying and being at Mill Bottom Road and Revell Highway, 3rd District, Anne Arundel County, Maryland and more particularly described as follows:

BEGINNING for the same at an Iron pipe found on the north side of Mill Bottom Road and at the same beginning point as in the conveyance from William E. Neiman and Betty E. Neiman to William E. Neiman, by deed dated June, 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Book 4629 Page 154; said iron pipe and place of beginning also being at the same beginning point of Parcel Two of the conveyance from Dutch Mill Farm Corporation to Arthur J. Steiner and Olga M. Steiner, his wife, by deed dated November 1, 1973 and recorded among the said Land Records in Liber 2634 Page 702;

THENCE running from the place of beginning; so fixed, and with the north side of Mill Bottom Road, and running to include Parcel One, Parcel Two and Parcel Three of the said conveyance recorded in Liber 2634 Page 702, as now surveyed, North  $68^{\circ} 36' 49''$  West 35.80' and North  $13^{\circ} 06'$  East 5.0' to the north side of said Mill Bottom Road as shown on State Road Commission Plat #5300;

THENCE with the north side of said road as shown on said plat, North  $76^{\circ} 54'$  West 33.12' to a point of curve;

THENCE with a curve to the right, having a radius of 420.74', a delta angle of  $28^{\circ} 39' 11''$ , and a chord bearing and distance of North  $62^{\circ} 34' 29''$  West 208.22', for an arc length of 210.40' to a pipe set;

THENCE North  $08^{\circ} 20' 08''$  East 66.53' to a point located on the south east side of the Revell Highway as shown on S.R.C. Plat #43368;

THENCE with the southeast side of said Revell Highway, as shown on said plat, North  $66^{\circ} 13'$  East 177.87', South  $62^{\circ} 22' 23''$  East 31.98', North  $66^{\circ} 13'$  East 130.23' to an iron pipe set in the South  $13^{\circ} 57'$  West 373.86 foot line of Parcel Two of the said conveyance recorded in Liber 2634 Page 702; said iron pipe also being in the North  $13^{\circ} 57'$  East 310 foot line, more or less, of the said conveyance recorded in Book 4629 Page 154;

THENCE with part of the said South 13° 57' West 373.86 foot line and also with part of the said North 13° 57' East 310 foot line, more or less, reversely, South 13° 23' 44" West 31.62 to intersect the south east side of the Revell highway as shown on S.P.C. Plat #38431;

THENCE leaving the said Revell Highway, and continuing with the said South 13° 57' West 373.86 foot line and also continuing with the said North 13° 57' East 310 foot line, more or less, reversely, South 13° 23' 44" West 273.25' to the place of beginning.

CONTAINING 1.24 acres± and as surveyed by McCrone, Inc. In April 1990.

BEING all of the remainder of Parcel One, Parcel Two, and Parcel Three of the abovementioned conveyance from Dutch Mill Farm Corporation to Arthur J. Steiner and Olga M. Steiner, his wife, by deed dated November 1, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2634 Page 702.

SAVING AND EXCEPTING from the above-described parcel all that certain parcel containing 0.064± Acre, which is the subject of a possible taking by the State Roads Commission, and which is more particularly described as follows:

BEGINNING for the same at an iron pipe set on the southeast side of the Revell Highway as shown on State Roads Commission Plat #43368 and where the South 13° 57' west 373.86 foot line of Parcel 2 of the conveyance from Dutch Mill Farm Corporation to Arthur J. Steiner and Olga M. Steiner, his wife, by deed dated November 1, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2634, Page 702 intersects the said southeast side of the Revell Highway as shown on said plat; said iron pipe and place of beginning being further located where the North 13° 57' East 310 foot line, more or less, of the conveyance from William E. Neiman and Betty E. Neiman to William E. Neiman, by deed dated June, 1988 and recorded among the said Land Records in Book 4629, Page 154 intersects the said southeast side of the Revell Highway as shown on said plat;

THENCE with part of the said South 13° 57' West 373.86 foot line and also with part of the said North 13° 57' East 310 foot line, more or less, reversely, South 13° 23' 44" West 31.62' to intersect the southeast side of the Revell Highway as shown on S.R.C. Plat #38431;

THENCE running through the above mentioned conveyance to Steiner recorded in Liber 2634, Page 702 and with a proposed southeast right-of-way line of the Revell Highway South 66° 13' West 91.01' and North 62° 22' 23" West 32.23' to a pipe set on the southeast side of the existing Revell Highway as shown on S.R.C. Plat #43368;

THENCE with the southeast side of the existing Revell Highway as shown on said S.R.C. Plat #43368, North 66° 13' East 130.23' to the place of beginning.

CONTAINING 0.064 Ac.± and as described by McCrone, Inc. In April 1990.

BEING part of the above mentioned conveyance from Dutch Mill Farm Corporation to Arthur J. Steiner and Olga M. Steiner, his wife, by deed dated November 1, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2634, Page 702;

ALSO being a possible taking by the State Roads Commission for the widening of the Revell Highway and as shown on S.R.C. Plats #51804 and #51805.

4/18/90 SHC

A:ET168401.DOT

555 148

EXHIBIT B

The Class H (Beer, Wine, Liquor) Music and Sunday License described in the letter dated march 14, 1990 from Vickie Bower to Charles F. Delevan.

I HEREBY CERTIFY that \$7,000.00 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

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 1,000,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
_____	_____
<u>Bio Gro Systems, Inc.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
<u>180 Admiral Cochrane Drive, Suite 305</u>	<u>18 West Street</u>
<small>(Address)</small>	<small>(Address)</small>
<u>Annapolis, Md. 21401</u>	<u>Annapolis, Md. 21401</u>

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

All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower other than inventory, including any leasehold interests therein (plus all replacement parts and annexations thereto), and any maintenance agreements applicable thereto, herein called "Equipment".

All proceeds (including insurance proceeds) and products of the above-described Equipment.

All of Borrower's other assets, specifically including (but not limited to) accounts receivable and inventory, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes, or other obligations or liabilities between Borrower and Bank.

Any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof.

DJ

RECORD FEE 11.00  
 POSTAGE .50  
 #648440 C777 R03 T14:59  
 04/26/90  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

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

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

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

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u>Bio Gro Systems, Inc.</u> (Seal)	_____ (Seal)
<u><i>JR Hecht</i></u> (Seal)	_____ (Seal)
<small>(Signature)</small>	<small>(Signature)</small>
<u>James R. Hecht, Vice President</u>	_____
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

11.50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 440

Page No. 561

Identification No. 239198

Dated August 7, 1981

1. Debtor(s) { Howard F. Rudo, D.D.S., P.A.  
 Name or Names—Print or Type  
16 Ordance Road Glen Burnie Maryland 21061  
 Address—Street No., City - County State Zip Code

2. Secured Party { The Bank of Baltimore  
 Name or Names—Print or Type  
P.O. Box 896 Baltimore, Maryland 21203  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50

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

04/26/90

H. ERLE SCHAFER  
CIRCUIT COURT

To the Clerk: After filing, please return to Debtor.

Dated: March 9, 1990

10.50

The Bank of Baltimore  
 Name of Secured Party  
[Signature]  
 Signature of Secured Party  
 Michael T. Smith, Vice President  
 Type or Print (Include Title if Company)

BOOK 555 PAGE 151

280710

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) Long & Foster Real Estate, Inc. 11351 Random Hills Rd. Fairfax, VA 22030	2. Secured Party(ies) and address(es) First American Bank of Maryland 8401 Colesville Road Ninth Floor Silver Spring, MD 20910	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 1.10 RECORD FEE 9.90 #648790 0777 R03 T15#2 04/26/9 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: Promissory Notes secured by Deeds of Trust on Property located in <del>the District of</del> Anne Arundel County and books and records relating to the notes.		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: Clerk of Circuit Court, Anne Arundel County

Long & Foster Real Estate, Inc.  
By: George T. Mastern *[Signature]*  
Signature(s) of Debtor(s)

First American Bank of Maryland  
By: *[Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical  
STANDARD FORM - FORM UCC-1.

280711

555 PAGE 152

DJ

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)  Record & Tape Trader, Inc. 806 Frederick Rd. Catonsville, MD 21228	2 Secured Party(ies) and address(es)  Gentry II Corp. 2150 Hamilton Ave. Cleveland, Ohio 44114	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50
---	--	---

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

All inventory, stock in trade, machinery, trade fixtures, business equipment, apparatus, tools, negotiable and non-negotiable instruments, accounts receivables, including retail installment sales contracts, contract rights of the Debtor, and all intangibles, cash on hand belonging to the Debtor or possessed by the Debtor, or hereafter acquired or created by or in favor fo the Debtor, whether located at the address of the Debtor above disignated or wheresoever else situated.

#248800 0777 R03 T15:27  
04/26/90  
BY: GLE SCHAFER  
APPRO. CIRCUIT COURT

See Exhibit A Attached

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

Filed with: ARUNDEL COUNTY RECORDER

This instrument prepared by \_\_\_\_\_

Record and Tape Trader, Inc. \_\_\_\_\_ Gentry II Corp. \_\_\_\_\_  
 By: [Signature] By: [Signature]  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)



BOOK 555 PAGE 153

EXHIBIT A

RECORD & TAPE TRADERS, INC.

4/10/90

736 Dulaney Valley Ct.  
Towson, MD 21204

806 Frederick Rd.  
Catonsville, MD 21228

7561 Ritchie Hwy.  
Glen Burnie, MD 21061

11977 Reisterstown Rd.  
Reisterstown, MD 21336

7623 Belair Rd.  
Overlea, MD 21236

1547 Merritt Blvd.  
Dundalk, MD 21222

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. [ ]

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

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>H &amp; R Construction Co., Inc. 85 E. Old Earleigh Heights Road Severna Park, Maryland 21146</p>	<p>2. SECURED PARTY</p> <p><b>THE ZAMOISKI CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230</p>
---	--

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

4. Proceeds of collateral are covered hereunder.

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

6. Return to: Secured Party (Md.)

RECORD FEE 11.00  
#648840 0777 103 115:29  
04/26/90

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.

H. ERLE SCHAFER  
CIRCUIT COURT

DEBTOR:  
H & R Construction Co., Inc.

SECURED PARTY:

John A. Rohrbaugh, Principal **THE ZAMOISKI CO.**  
(Type Name)

By: John A. Rohrbaugh (SEAL) By: Jef Mulky  
Owner 3/6/90

By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ 19 \_\_\_\_\_  
(Date Signed by Debtor)

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

11

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE  
Terms and Conditions of Security Agreement

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

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

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

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

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

555 156

STATE OF MARYLAND

280713

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

NOT SUBJECT TO RECORDATION TAX

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

1. DEBTOR

Name Exide Electronics Corporation  
Address 3201 Spring Forest Road, Raleigh, NC 27604

2. SECURED PARTY

Name BancBoston Financial Company, individually and as Agent  
Address 100 Federal Street, Boston, MA 02110  
Eleanor M. Coleman, 400 Atlantic Avenue, Boston, MA 02110-3333  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 01/31/94

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

Inventory, accounts receivable and all other properties of Debtor described on attached Schedule A.

RECORD FEE 11.00  
POSTAGE .50

TO BE FILED WITH CLERK OF CIRCUIT COURT OF ANNE ARUNDEL COUNTY. #649120 0777 R03 T09:55  
04/27/90

CHECK  THE LINES WHICH APPLY

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

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

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

By: Mark C. Pugh, Treas  
(Signature of Debtor)

Mark C. Pugh  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BancBoston Financial Company, individually and as Agent

By: Barbara McPherson  
(Signature of Secured Party)

Barbara McPherson  
Type or Print Above Signature on Above Line

11.50

DebtorSecured Party

Exide Electronics Corporation  
3201 Spring Forest Road  
Raleigh, North Carolina 27604

BancBoston Financial Company,  
Individually and as Agent  
100 Federal Street  
Boston, Massachusetts 02110

The following property of the Debtor, whether now owned or hereafter existing, whether now owned or hereafter acquired, and wherever located: ~~\_\_\_\_\_~~ all Inventory of the Debtor; all Accounts of the Debtor; all contract rights of the Debtor; all other rights of the Debtor to the payment of money, including without limitation amounts due from affiliates, tax refunds, and insurance proceeds related to the Collateral described in this Schedule "A"; all interests of the Debtor in goods as to which an Account shall have arisen; to the extent relating in any way to any of the foregoing property, all files, records (including without limitation computer programs, tapes and related electronic data processing software) and writings of the Debtor or in which the Debtor has an interest; all goods, instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, cash or other property owned by the Debtor or in which the Debtor has an interest which are now or may hereafter be in the possession of the Secured Party or as to which the Secured Party may now or hereafter control possession by documents of title or otherwise; all general intangibles of the Debtor (including without limitation all patents, trademarks, trade names, service marks, copyrights and applications for any of the foregoing; all rights to use patents, trademarks, trade names, service marks and copyrights of any person; and any rights of the Debtor to retrieval from third parties of electronically processed and recorded information pertaining to any of the types of collateral referred to in this Schedule "A"); any other property of the Debtor, tangible or intangible, in which the Secured Party now has or hereafter acquires a security interest or which is now or may hereafter be in the possession of the Secured Party; any sums at any time credited by or due from the Secured Party to the Debtor, including deposits; and proceeds and products of and accessions to all of the foregoing; all of which items of property are hereinafter collectively referred to as the "Collateral."

The security interest of the Secured Party shall attach as soon as the Debtor obtains any interest in any Collateral, it being the intention of both the Debtor and the Secured Party that the Secured Party's security interest shall attach before the Collateral is installed or affixed to other Collateral.

555 158

280714

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.

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 Exide Electronics Group, Inc.

Address 3201 Spring Forest Road, Raleigh, NC 27604

2. SECURED PARTY

Name The First National Bank of Bostn, individually and as Agent

Address 100 Federal Street, Boston, MA 02110

Lester J. Fagen, Esq., Goulston & Storrs, 400 Atlantic Ave., Boston, MA 02110-3333  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11/31/94

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

Inventory, accounts receivable and all other properties of Debtor described on attached Schedule A.

RECORD FEE 11.00  
POSTAGE .50  
#649130 0777 R03 T0955

Filed with Clerk of Circuit Court of Anne Arundel County

CHECK  THE LINES WHICH APPLY

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

04/27/90  
H. ERLE SCHAFFER  
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)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mark C. Pugh, Asst. Treas.

(Signature of Debtor)

Mark C. Pugh

Exide Electronics Group, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barbara McPherson

(Signature of Secured Party) Barbara McPherson

The First National Bank of Boston, individually and as Agent

Type or Print Above Signature on Above Line

## SCHEDULE "A"

DebtorSecured Party

Exide Electronics Group, Inc.  
3201 Spring Forest Road  
Raleigh, North Carolina 27604

The First National Bank of Boston,  
Individually and as Agent  
100 Federal Street  
Boston, Massachusetts 02110

The following property of the Debtor, whether now owned or hereafter existing, whether now owned or hereafter acquired, and wherever located, all Inventory of the Debtor; all Accounts of the Debtor; all contract rights of the Debtor; all other rights of the Debtor to the payment of money, including without limitation amounts due from affiliates, tax refunds, and insurance proceeds related to the Collateral described in this Schedule "A"; all interests of the Debtor in goods as to which an Account shall have arisen; to the extent relating in any way to any of the foregoing property, all files, records (including without limitation computer programs, tapes and related electronic data processing software) and writings of the Debtor or in which the Debtor has an interest; all goods, instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, cash or other property owned by the Debtor or in which the Debtor has an interest which are now or may hereafter be in the possession of the Secured Party or as to which the Secured Party may now or hereafter control possession by documents of title or otherwise; all general intangibles of the Debtor (including without limitation all patents, trademarks, trade names, service marks, copyrights and applications for any of the foregoing; all rights to use patents, trademarks, trade names, service marks and copyrights of any person; and any rights of the Debtor to retrieval from third parties of electronically processed and recorded information pertaining to any of the types of collateral referred to in this Schedule "A"); all documents now or hereafter in the possession or control of the Debtor, or in which the Debtor now or hereafter may acquire an interest, relating to any letter of credit issued by the Secured Party; any other property of the Debtor, tangible or intangible, in which the Secured Party now has or hereafter acquires a security interest or which is now or may hereafter be in the possession of the Secured Party; any sums at any time credited by or due from the Secured Party to the Debtor, including deposits; and proceeds and products of and accessions to all of the foregoing; all of which items of property are hereinafter collectively referred to as the "Collateral."

The security interest of the Secured Party shall attach as soon as the Debtor obtains any interest in any Collateral, it being the intention of both the Debtor and the Secured Party that the Secured Party's security interest shall attach before the Collateral is installed or affixed to other Collateral.

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.

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 Exide Electronics Group, Inc.

Address 3201 Spring Forest Road, Raleigh, NC 27604

2. SECURED PARTY

Name BancBoston Financial Company, individually and as Agent

Address 100 Federal Street, Boston, MA 02110

Lester J. Fagen, Esq., Goulston & Storrs, 400 Atlantic Ave., Boston, MA 02110-3333  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1/31/94

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

Inventory, accounts receivable and all other properties of Debtor described on attached Schedule A.

DJ

Filed with Clerk of Circuit Court of Anne Arundel County

RECORD FEE 11.00  
POSTAGE .50  
#649140 0777 R03 109:55  
04/27/90

CHECK  THE LINES WHICH APPLY

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

H. ERLE SCHAFFER  
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)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mark C. Pugh, Asst. Treas  
(Signature of Debtor)  
Mark C. Pugh  
Exide Electronics Group, Inc.  
Type or Print Above Name on Above Line

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

Barbara J. McPherson  
(Signature of Secured Party) Barbara McPherson  
BancBoston Financial Company,  
individually and as Agent  
Type or Print Above Signature on Above Line

SCHEDULE "A"

Debtor

Secured Party

Exide Electronics Group, Inc.  
3201 Spring Forest Road  
Raleigh, North Carolina 27604

BancBoston Financial Company,  
Individually and as Agent  
100 Federal Street  
Boston, Massachusetts 02110

The following property of the Debtor, whether now owned or hereafter existing, whether now owned or hereafter acquired, and wherever located:  
all Inventory of the Debtor; all Accounts of the Debtor; all contract rights of the Debtor; all other rights of the Debtor to the payment of money, including without limitation amounts due from affiliates, tax refunds, and insurance proceeds related to the Collateral described in this Schedule "A"; all interests of the Debtor in goods as to which an Account shall have arisen; to the extent relating in any way to any of the foregoing property, all files, records (including without limitation computer programs, tapes and related electronic data processing software) and writings of the Debtor or in which the Debtor has an interest; all goods, instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, cash or other property owned by the Debtor or in which the Debtor has an interest which are now or may hereafter be in the possession of the Secured Party or as to which the Secured Party may now or hereafter control possession by documents of title or otherwise; all general intangibles of the Debtor (including without limitation all patents, trademarks, trade names, service marks, copyrights and applications for any of the foregoing; all rights to use patents, trademarks, trade names, service marks and copyrights of any person; and any rights of the Debtor to retrieval from third parties of electronically processed and recorded information pertaining to any of the types of collateral referred to in this Schedule "A"); any other property of the Debtor, tangible or intangible, in which the Secured Party now has or hereafter acquires a security interest or which is now or may hereafter be in the possession of the Secured Party; any sums at any time credited by or due from the Secured Party to the Debtor, including deposits; and proceeds and products of and accessions to all of the foregoing; all of which items of property are hereinafter collectively referred to as the "Collateral."

The security interest of the Secured Party shall attach as soon as the Debtor obtains any interest in any Collateral, it being the intention of both the Debtor and the Secured Party that the Secured Party's security interest shall attach before the Collateral is installed or affixed to other Collateral.

555 PAGE 162

STATE OF MARYLAND

280716

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name Exide Electronics Corporation  
Address 3201 Spring Forest Road, Raleigh, NC 27604

2. SECURED PARTY

Name The First National Bank of Boston, individually and as Agent  
Address 100 Federal Street, Boston, MA 02110  
Eleanor M. Coleman, 400 Atlantic Avenue, Boston, MA 02110-3333  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 01/31/94

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

Inventory, accounts receivable and all other properties of Debtor described on attached Schedule A.

RECORD FEE 11.00  
POSTAGE .00  
#649150 C777 R03 T09:56  
04/27/90

TO BE FILED WITH CLERK OF CIRCUIT COURT OF ANNE ARUNDEL COUNTY.

CHECK  THE LINES WHICH APPLY

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

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
POSTAGE .50  
#649160 C777 R03 T09:56  
04/27/90

(If 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. ERLE SCHAFER  
AA CO. CIRCUIT COURT

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

Exide Electronics Corporation

By: Mark C. Fugh, Treas.  
(Signature of Debtor)

Mark C. Fugh  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The First National Bank of Boston,  
individually and as Agent

By: Barbara McPherson  
(Signature of Secured Party)

Barbara McPherson  
Type or Print Above Signature on Above Line

SCHEDULE "A"

Debtor

Secured Party

Exide Electronics Corporation  
3201 Spring Forest Road  
Raleigh, North Carolina 27604

The First National Bank of Boston,  
Individually and as Agent  
100 Federal Street  
Boston, Massachusetts 02110

The following property of the Debtor, whether now owned or hereafter existing, whether now owned or hereafter acquired, and wherever located:  
all Inventory of the Debtor; all Accounts of the Debtor; all contract rights of the Debtor; all other rights of the Debtor to the payment of money, including without limitation amounts due from affiliates, tax refunds, and insurance proceeds related to the Collateral described in this Schedule "A"; all interests of the Debtor in goods as to which an Account shall have arisen; to the extent relating in any way to any of the foregoing property, all files, records (including without limitation computer programs, tapes and related electronic data processing software) and writings of the Debtor or in which the Debtor has an interest; all goods, instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, cash or other property owned by the Debtor or in which the Debtor has an interest which are now or may hereafter be in the possession of the Secured Party or as to which the Secured Party may now or hereafter control possession by documents of title or otherwise; all general intangibles of the Debtor (including without limitation all patents, trademarks, trade names, service marks, copyrights and applications for any of the foregoing; all rights to use patents, trademarks, trade names, service marks and copyrights of any person; and any rights of the Debtor to retrieval from third parties of electronically processed and recorded information pertaining to any of the types of collateral referred to in this Schedule "A"); all documents now or hereafter in the possession or control of the Debtor, or in which the Debtor now or hereafter may acquire an interest, relating to any letter of credit issued by the Secured Party; any other property of the Debtor, tangible or intangible, in which the Secured Party now has or hereafter acquires a security interest or which is now or may hereafter be in the possession of the Secured Party; any sums at any time credited by or due from the Secured Party to the Debtor, including deposits; and proceeds and products of and accessions to all of the foregoing; all of which items of property are hereinafter collectively referred to as the "Collateral."

The security interest of the Secured Party shall attach as soon as the Debtor obtains any interest in any Collateral, it being the intention of both the Debtor and the Secured Party that the Secured Party's security interest shall attach before the Collateral is installed or affixed to other Collateral.

280717

BOOK 555 PAGE 164

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) Bravo V of Annapolis, Inc. t/a Bravo's 174 Revell Highway Annapolis, MD 21401	2 Secured Party(ies) and address(es) Triumpe Financial Corporation Suite 126 Plymouth Commons Plymouth Meeting, PA 19462	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 14.00 POSTAGE .50
---	---	---

4 This financing statement covers the following types (or items) of property:  
See attached sheets (Equipment Schedules A - 2 pages) for description of restaurant equipment

5. Assignee(s) of Secured Party and Address(es)  
04/27/90  
CONTINENTAL BANK  
1535 LOCUST STREET  
PHILADELPHIA, PA 19102

The equipment above is made part hereof together with lease dated 4-1-90 and proceeds thereof, including without limitation the proceeds of any casualty insurance policy insuring said property.

NOT SUBJECT FOR RECORDATION TAX  
SECURED PARTY IS THE SELLER/LESSOR

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

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

Filed with: Anne Arundel County, MD

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

Bravo V of Annapolis, Inc. t/a Bravo's  
By: Victor Divino (PRES) President  
Triumpe Financial Corporation  
By: Pam Kelly Adm. Asst.  
Pam Kelly  
Signature(s) of Secured Party(ies)  
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)



Triumphe Financial Corporation  
 Plymouth Commons, Suite 126 • Plymouth Meeting, Pennsylvania 19462  
 215-834-0800  
 Fax 215-834-1058

555 PAGE 165

LESSEE (Name, Address)	SELLER (Name, Address)
Bravo V of Annapolis, Inc. t/a Bravo's 174 Revell Highway Annapolis, MD 21401	Carey Sales & Service, Inc. 3141-47 Frederick Avenue Baltimore, MD 21229
PHONE 301-757-4750 CONTACT V. Divivo	PHONE 301-945-7878 CONTACT

Date of Lease 4/6/90 Cost \$ \_\_\_\_\_

EQUIPMENT SCHEDULE A

(Page 1 of 2)

- 1 \*MISC. GROEN 603E STEAMER
- 1 \*MISC. 8 BURNER RANGE W/STAND
- 1 \*MISC. PASQUINI PBG-2 PASTA UNIT
- 1 \*MISC. 6 BURNER RANGE W/STAND
- 1 \*MISC. MAGIKITCHN SMB-24 CHARBRL
- 1 \*MISC. HOOD W/DUCT & FIRESYSTEM
- 1 \*MISC. CUSTOM CHEF UNIT
- 1 \*MISC. LANG MMS6 CHEESEMELTER
- 1 \*MISC. PASQUINI PIZZA DOUGH ROLR
- 1 \*MISC. HATCO HEAT LAMP
- 1 \*MISC. DELFIELD PREP TABLE
- 1 \*MISC. CTX MODEL 55 OVEN
- 1 \*MISC. VULCAN KETTLE
- 1 \*MISC. PASQUINI PASTA MAKER
- 1 \*MISC. PERLICK BEER SYSTEM
- 2 \*MISC. PERLICK BLENDER STATION
- 2 \*MISC. BEVERAGE AIR MODEL DW64
- 1 \*MISC. PERLICK 3 COMPARTMENT SNK
- 1 \*MISC. BEVERAGE AIR MODEL BB68
- 1 \*MISC. WALKIN UNIT COOLER

Bravo V of Annapolis, Inc. t/a Bravo's

By: *Victor Divivo* (PR205)  
 Victor Divivo, President



Triumphe Financial Corporation  
 Plymouth Commons, Suite 126 • Plymouth Meeting, Pennsylvania 19462  
 215-834-0800  
 Fax 215-834-1058

555 PAGE 166

LESSEE (Name, Address) Bravo V of Annapolis, Inc. t/a Bravo's 174 Revell Highway Annapolis, MD 21401  PHONE 301-757-4750 CONTACT V. Divivo	SELLER (Name, Address) Carey Sales & Service, Inc. 3141-47 Frederick Avenue Baltimore, MD 21229  PHONE 301-945-7878 CONTACT
---	--

Date of Lease 4-1-90 Cost \$ 200.00

EQUIPMENT SCHEDULE A

(Page 2 of 2)

- 1 \*MISC. PB-40 PASTA COOKER
- 43 \*MISC. FLAIR #200-122 CHAIRS
- 1 DEL 6051-5L DELFIELD SLIDING GLASS DF
- 1 \*MISC. CP-3 #05E PASTA MAKER
- 1 \*MISC. 6'6" NEW OVER SHELF
- 1 RDGM-24-A203 RANKIN-DELUX GRIDDLE-NG
- 1 \*MISC. RANKIN RDHP-848-C
- 1 T243865 EAGLE 3' GRIDDLE STAND
- 1 MODEL GRAH72 HATCO GRAH 72 FOODWARMER
- 1 \*MISC. CECILWARE CM-24M
- 1 \*MISC. HATCO GRS72 HEAT LAMP
- 1 \*MISC. VULCAN EL-40 KETTLE
- 2 GB401WK KOLD DRAFT 400 ELEC 3/4HP
- 1 GBNS50 KOLD DRAFT BIN W/LEGS
- 1 \*MISC. DELFIELD 18666PT #179963T
- 1 \*MISC. CUSTOM 8/8 OVERSHELF
- 1 \*MISC. IMPERIAL 36L #810789
- 1 \*MISC. MAGIKITCHN FMSMB #39510
- 1 \*MISC. PASQUINI MODEL P300
- 1 \*MISC. PASQUINI PASTA MAKER

Bravo V of Annapolis, Inc. t/s Bravo's

By: Victor Divivo (PRES)  
 Victor Divivo, President

555 167

280718

ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
P.O. BOX 751, ANNAPOLIS, MD 21404

FINANCING STATEMENT  
COUNTY

DATE: April 24, 1990

( XX ) NOT SUBJECT TO RECORDATION TAX

( ) SUBJECT TO RECORDATION TAX OF \$ \_\_\_\_\_  
TAXABLE AMOUNT OF DEBT \$ \_\_\_\_\_

NAME OF DEBTOR(S): J B J Plumbing, Inc.

ADDRESS: P O Box 334  
Mayo, MD 21106

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
P.O. BOX 751, ANNAPOLIS, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

1982 Model 580-D Case Backhoe Serial Number 906241-4

(DJ)

RECORD FEE 11.00  
POSTAGE .50  
#649220 0777 R03 T10:13  
04/27/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR(S):  
J B J Plumbing, Inc.

BY: Warren J. Bunce Pres  
Warren J. Bunce, President  
BY: \_\_\_\_\_

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

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert E. Mann  
(AUTHORIZED SIGNATURE)

Robert E. Mann, Vice President  
(TYPE NAME AND TITLE)

NOTE: TYPE NAME UNDER EACH  
SIGNATURE AND IF COMPANY, TYPE NAME  
OF COMPANY AND NAME OF AUTHORIZED  
SIGNER.

11/5

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

Roll No. \_\_\_\_\_

Page No. 546, folio 81

Identification No. 278587

Dated September 15, 1989

1. Debtor(s) { ADVENTURES IN HOME BUILDING, LTD, c/o RICHARD E. POLM  
Name or Names—Print or Type  
303 Najols Road, S#105, Millersville, Maryland 21108  
Address—Street No., City - County State Zip Code

2. Secured Party { PROVIDENT BANK OF MARYLAND  
Name or Names—Print or Type  
114 E. LEXINGTON STREET, BALTIMORE, MARYLAND 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

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

DJ

RECORD FEE 10.00  
POSTAGE .50  
WTST800 C237 R02 T11:30  
04/27/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated: April 6, 1990  
President of Maryland  
Name of Secured Party  
Alex J. Guggenhe...  
Signature of Secured Party  
Alex J. Guggenhe...  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10.00

Return to  
After recording  
THE FOUNTAINHEAD TITLE GROUP  
572 E. RITCHIE HIGHWAY  
SEVERNA PARK, MARYLAND 21146

#10850

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271857

RECORDED IN BOOK LIBER 523 PAGE 477 ON 03/02/88 (DATE)

1. DEBTOR

Name C & S Enterprises  
Address 520 Pinetree Dr., Severna Park, MD 21146

2. SECURED PARTY

Name Farmers National Bank of Maryland  
Address 5 Church Circle, Annapolis, Maryland 21401

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

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.)

Admendment

C & S Enterprises  
16 Cushing Ave.  
Annapolis, MD 21403

RECORD FEE 10.00  
POSTAGE .50  
#832520 0777 R01 113:27  
04/27/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated April 9, 1990

Donna J. Stevens  
(Signature of Secured Party)

Donna J. Stevens  
Type or Print Above Name on Above Line

- 1.  To Be Recorded in the Financing Statement Records and Land Records of Anne Arundel County, Maryland.
- 2.  To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3.  Not Subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) in connection with the filing of the Deed of Trust and Security described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)  
 A. JOHN BRISCUSO 2444 Solomon's Island Road  
 Annapolis, Maryland 21401

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

RECORD FEE 13.00  
 POSTAGE .50  
 8833040 8777 801 114:06  
 4/27/90  
 HILLMAN, BROWN & DARROW  
 AA CO. CIRCUIT COURT

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust and Security Agreement dated April 9, 1990 from Debtor(s) to Ross J. Selby and William A. Walker, II, Trustees (the "Deed of Trust and Security Agreement"), 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 and Security Agreement, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event

LAW OFFICES  
 MANIS,  
 SNIDER, BUCK &  
 MIGDAL  
 CHARTERED  
 P.O. BOX 2400  
 ANNAPOLIS, MD 21404

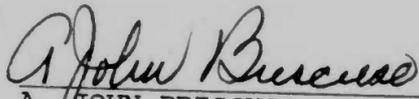
(301) 263-8855

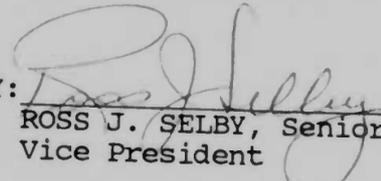
RETURN TO:  
 HILLMAN, BROWN & DARROW  
 221 DUKE OF GLOUCESTER ST  
 ANNAPOLIS, MD. 21401

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:

SECURED PARTY:  
FARMERS NATIONAL BANK OF MARYLAND

 (SEAL)  
A. JOHN BRISCUSO

 (SEAL)  
BY: ROSS J. SELBY, Senior  
Vice President

Mr. Clerk: Please return to: Manis, Snider, Buck & Migdal,

Chartered  
HILLMAN, BROWN & DARROW  
Attn: Pat Weiss  
221 DUKE OF GLOUCESTER ST.  
P.O. BOX 2400  
ANNAPOLIS, MD. 21401  
Annapolis, Maryland 21404

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

LAW OFFICES  
MANIS,  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404

(301) 263-8855

The land referred to in this Commitment is described as follows:

Property situated in the second election district of Anne Arundel County, Maryland containing 31,941 square feet, or .72294 acres more or less, as shown on a metes and bounds description by Comptech Survey Corporation, being part of parcel number two of the land conveyed by Seymour A. Freedman et al, to Parole Shopping Center Limited Partnership.



MARCH 21, 1990

DESCRIPTION OF PROPERTY  
SITUATED IN THE SECOND ELECTION DISTRICT  
OF  
ANNE ARUNDEL COUNTY, MARYLAND

BEING PART OF PARCEL #2 OF THE LANDS CONVEYED BY SEYMOUR A. FREEDMAN, ET AL TO PAROLE SHOPPING CENTER LIMITED PARTNERSHIP BY DEED DATED OCTOBER 7, 1976 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 2920, AT FOLIO 238; BEING DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOMERVILLE ROAD, 60 FEET WIDE, AT THE END OF THE FIFTH OR N 15°33'40" E 116.22, FOOT LINE OF THE AFORESAID DEED; THENCE LEAVING SAID RIGHT-OF-WAY AND BINDING WITH THE NINTH OR S 74°26'20" E 69.41, FOOT LINE OF THE AFORESAID DEED

1. S 82°33'00" E A DISTANCE OF 69.41 FEET TO THE END HEREOF; THENCE BINDING ON THE OUTLINE OF THE AFORESAID DEED THE FOLLOWING THREE (3) COURSES
2. S 75°03'40" E A DISTANCE OF 200.00 FEET; THENCE
3. S 22°31'30" W A DISTANCE OF 40.20 FEET; THENCE
4. S 23°02'30" W A DISTANCE OF 71.03 FEET; THENCE LEAVING SAID OUTLINE AND CROSSING THE SUBJECT PROPERTY
5. S 88°31'33" W A DISTANCE OF 28.59 FEET; THENCE
6. N 75°00'37" W A DISTANCE OF 209.64 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF SOMERVILLE ROAD; THENCE BINDING ON SAME
7. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT HAVING A RADIUS OF 192.52 FEET, A CHORD BEARING AND DISTANCE OF N 07°11'31" E 1.73 FEET; RESPECTIVELY, AN ARC DISTANCE OF 1.73 FEET; THENCE
8. N 07°27'00" E A DISTANCE OF 116.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 31,941 SQUARE FEET OR 0.72294 OF AN ACRE OF LAND,  
MORE OR LESS.

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

147 Old Solomons Island Road • Fourth Floor • Annapolis, MD 21401  
Baltimore (301) 841-6309 • Washington, D.C. (301) 267-8771 • Annapolis (301) 266-3033 • FAX (301) 266-1207

To Be Recorded: Subject to Recording Tax  
 - Land Records of Anne Arundel On Principal Amount of  
 County \$225,000.00 Which Was  
 - Chattel Records of Anne Paid To The Clerk of The  
 Arundel County Court of Anne Arundel  
 - State Department of County Upon the Filing of  
 Assessments and a Deed of Trust.  
 Taxation

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

1. DEBTOR: TAYLOR AVENUE ASSOCIATES  
 a Maryland General Partnership  
 c/o John K. Hopkins  
 4 N. Taylor Avenue  
 Annapolis, MD 21401

2. SECURED PARTY: THE ANNAPOLIS BANKING AND  
 TRUST COMPANY  
 Church Circle  
 Annapolis, MD 21401 RECORD FEE 18.00  
 Attn: Commercial Loan Dept. 1.50

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following: 04/27/90  
 H. ERLE SCHAFER  
 AN MD. CIRCUIT COURT

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos,

12

transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery. This lien, however, shall not attach to any equipment, apparatus and machinery owned by the tenant, Admiral, Inc.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- d. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- e. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

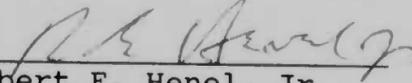
DEBTOR:

TAYLOR AVENUE ASSOCIATES,  
a General Partnership of  
the State of Maryland

By   
John K. Hopkins,  
General Partner

SECURED PARTY:

THE ANNAPOLIS BANKING AND  
TRUST COMPANY

By   
Robert E. Henel, Jr.,  
Vice President

Date: April 26, 1990

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

The Annapolis Banking and Trust Company  
Church Circle  
Annapolis, MD 21401  
Attn: Commercial Loan Department

APPENDIX "A

BEGINNING at an iron pipe set on the North side of a 25 foot road, said pipe being located North 13 degrees 09 minutes East, 122 feet, and North 16 degrees East 77.99 feet from a spike set where the North side of West Street intersects the East side of Division Street, said point intending to be at the southwesternmost corner of the conveyance from Meyer W. Gilden and wife to Max Ambach, dated January 13, 1947, and recorded among the Land Records of Anne Arundel County on January 14, 1947 in Liber J.H.H. 391, folio 460, and running thence with the East side of Division Street, North 16 degrees East, 107.01 feet to a point, and North 19 degrees East, 40 feet to a pipe, thence leaving Division Street and running with the North line of the conveyance from Grace Hart to Meyer H. Gilden, dated April 11, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 357, folio 121 North 86 degrees 48 minutes East, 155.5 feet, thence with part of the East line of the said conveyance South 01 degree 11 minutes East, 154.89 feet to a point where the North side of the aforementioned 25 foot right-of-way intersects the East line of the whole tract, thence with the line of said street, North 88 degrees 26 minutes West, 201.04 feet to the place of beginning. Containing 0.6 acres, as surveyed by J. R. McCrone, Jr., Surveyor, in February 1947. And also including all that portion of said 25 foot right-of-way which has been quit-claimed to the Admiral Laundry and Cleaners, Inc. by two Deeds as shown on a Plat filed among the Land Records of aforesaid County, recorded in Liber J.H.H. 755, at folio 573.

BEING the same property conveyed unto Taylor Avenue Associates by Admiral, Inc. by deed dated August 15, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4144, folio 60.

<input checked="" type="checkbox"/> Filed for record in the real estate records.	<input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented <b>1</b>
1. Debtor(s) (Last Name First) and address(es) Golden-Capital Distributors 6610 Cabot Drive Baltimore, MD 21226	2. Secured Party(ies) and address(es) The First National Bank of Boston, as Agent 100 Federal Street Boston, MA 02110	3. For Filing Officer (Date, Time, Number, and Filing Office)

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

See Schedule A attached hereto and made a part hereof.

"NOT SUBJECT TO MARYLAND RECORDATION TAX"

RECORD FEE 11.00  
POSTAGE .50  
#649430 C777 R03 T15:10  
04/27/80  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Filed with: Clerk of Circuit Court, Baltimore County, MD  Products of Collateral are also covered

Whichever is Applicable (See Instruction Number 9)	Golden-Capital Distributors	The First National Bank of Boston, as Agent
	By: <i>[Signature]</i>	By: <i>[Signature]</i>
	Title: <i>VICE PRESIDENT</i>	Title: <i>Vice President</i>
	Signature(s) of Debtor (Or Assignor)	Signature(s) of Secured Party (Or Assignee)

Schedule A

Debtor: Golden-Capital Distributors  
6610 Cabot Drive  
Baltimore, MD 21226

Secured Party: The First National Bank of Boston,  
as Agent  
100 Federal Street  
Boston, MA 02110

This financing statement covers the following property:

The following properties, assets and rights of Golden-Capital Distributors, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof: all personal and fixture property of every kind and nature, including all furniture, fixtures, equipment, raw materials, inventory, goods, accounts, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, all tort claims, chattel paper, documents, instruments (including certificated securities), deposit accounts, and all general intangibles, including all tax refund claims, license fees, royalties, patents and patent applications, trademarks, trademark registrations and trademark registration applications, trade names, copyrights, copyright registrations, copyright registration applications and copyright applications, computer programs, computer software, engineering drawings, service marks, service mark registrations, service mark registration applications, invention disclosures, trade secrets, product designation designs, customer lists, goodwill, and all licenses, permits and agreements of any kind or nature pursuant to which Golden-Capital Distributors possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of Golden-Capital Distributors, and all recorded data of any kind or nature, regardless of the medium of recording, including all software, writings, plans, specifications and schematics and all rights to enforce or sue or recover for any past, present or future infringement of any right or interest of Golden-Capital Distributors (including any copyright, trademark, service mark, patent or trade secret right or right under any license or other agreement), and any and all other rights or interests, now existing or hereafter arising, in any way relating directly or indirectly to any of the foregoing.

555 179

280722

4 <input checked="" type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting utility	6 No. of Additional Sheets Presented <b>1</b>
1 Debtor(s) (Last Name First) and address(es) W.S.G. Retail Enterprises, Inc. 6610 Cabot Drive Baltimore, MD 21226	2 Secured Party(ies) and address(es) The First National Bank of Boston, as Agent 100 Federal Street Boston, MA 02110	3 For Filing Officer (Date, Time, Number, and Filing Office)  <div style="text-align: right;">RECORD FEE 11.00 POSTAGE .50 #649440 CTT7 R03 T15:10 04/27/80 H. ERLE SCHAFER AA CO. CIRCUIT COURT</div>

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

See Schedule A attached heerto and made a part hereof.  
"NOT SUBJECT TO MARYLAND RECORDATION TAX"

Filed with: Clerk of Circuit Court, Baltimore County, MD  Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	W.S.G. Retail Enterprises, Inc. By: <i>[Signature]</i> Title: <i>VICE PRESIDENT</i> Signature(s) of Debtor (Or Assignor)	The First National Bank of Boston, as Agent By: <i>[Signature]</i> Title: <i>Vice President</i> Signature(s) of Secured Party (Or Assignee)
--	---	--

## Schedule A

FORM 555 PAGE 180

Debtor: W.S.G. Retail Enterprises, Inc.  
6610 Cabot Drive  
Baltimore, MD 21226

Secured Party: The First National Bank of Boston,  
as Agent  
100 Federal Street  
Boston, MA 02110

This financing statement covers the following property:

The following properties, assets and rights of W.S.G. Retail Enterprises, Inc., wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof: all personal and fixture property of every kind and nature, including all furniture, fixtures, equipment, raw materials, inventory, goods, accounts, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, all tort claims, chattel paper, documents, instruments (including certificated securities), deposit accounts, and all general intangibles, including all tax refund claims, license fees, royalties, patents and patent applications, trademarks, trademark registrations and trademark registration applications, trade names, copyrights, copyright registrations, copyright registration applications and copyright applications, computer programs, computer software, engineering drawings, service marks, service mark registrations, service mark registration applications, invention disclosures, trade secrets, product designation designs, customer lists, goodwill, and all licenses, permits and agreements of any kind or nature pursuant to which W.S.G. Retail Enterprises, Inc. possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of W.S.G. Retail Enterprises, Inc. and all recorded data of any kind or nature, regardless of the medium of recording, including all software, writings, plans, specifications and schematics and all rights to enforce or sue or recover for any past, present or future infringement of any right or interest of W.S.G. Retail Enterprises, Inc. (including any copyright, trademark, service mark, patent or trade secret right or right under any license or other agreement), and any and all other rights or interests, now existing or hereafter arising, in any way relating directly or indirectly to any of the foregoing.

555 181

280723

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented 1
1. Debtor(s) (Last Name First) and address(es) Easy Stop Limited 6610 Cabot Drive Baltimore, MD 21226	2. Secured Party(ies) and address(es) The First National Bank of Boston, as Agent 100 Federal Street Boston, MA 02110	3. For Filing Officer (Date, Time, Number, and Filing Office)

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

See Schedule A attached hereto and made a part hereof.

"NOT SUBJECT TO MARYLAND RECORDATION TAX"

RECORD FEE 11.00  
 POSTAGE .50  
 #649450 0777 R03 T15:10  
 04/27/90  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

Filed with: Clerk of Circuit Court, Baltimore County, MD  Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Easy Stop Limited By: <i>[Signature]</i> Title: <i>NICE PRESIDENT</i> Signature(s) of Debtor (Or Assignor)	The First National Bank of Boston, as Agent By: <i>[Signature]</i> Title: <i>Vice President</i> Signature(s) of Secured Party (Or Assignee)
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Schedule A

Debtor: Easy Stop Limited  
6610 Cabot Drive  
Baltimore, MD 21226

555 PAGE 182

Secured Party: The First National Bank of Boston,  
as Agent  
100 Federal Street  
Boston, MA 02110

This financing statement covers the following property:

The following properties, assets and rights of Easy Stop Limited, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof: all personal and fixture property of every kind and nature, including all furniture, fixtures, equipment, raw materials, inventory, goods, accounts, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, all tort claims, chattel paper, documents, instruments (including certificated securities), deposit accounts, and all general intangibles, including all tax refund claims, license fees, royalties, patents and patent applications, trademarks, trademark registrations and trademark registration applications, trade names, copyrights, copyright registrations, copyright registration applications and copyright applications, computer programs, computer software, engineering drawings, service marks, service mark registrations, service mark registration applications, invention disclosures, trade secrets, product designation designs, customer lists, goodwill, and all licenses, permits and agreements of any kind or nature pursuant to which Easy Stop Limited possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of Easy Stop Limited and all recorded data of any kind or nature, regardless of the medium of recording, including all software, writings, plans, specifications and schematics and all rights to enforce or sue or recover for any past, present or future infringement of any right or interest of Easy Stop Limited (including any copyright, trademark, service mark, patent or trade secret right or right under any license or other agreement), and any and all other rights or interests, now existing or hereafter arising, in any way relating directly or indirectly to any of the foregoing.

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented: 1
1. Debtor(s) (Last Name First) and address(es) Whitehead Wholesale Inc. 6610 Cabot Drive Baltimore, MD 21226	2. Secured Party(ies) and address(es) The First National Bank of Boston, as Agent 100 Federal Street Boston, MA 02110	3. For Filing Officer (Date, Time, Number, and Filing Office)

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

See Schedule A attached hereto and made a part hereof.

"NOT SUBJECT TO MARYLAND RECORDATION TAX"

(DJ)

RECORD FEE 11.00  
 POSTAGE .50  
 #649460 0777 R03 T15:11  
 04/27/80  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

Filed with: Clerk of Circuit Court, Baltimore County, MD

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Whitehead Wholesale Inc.	The First National Bank of Boston, as Agent
	By: <i>[Signature]</i> Title: <i>VICE PRESIDENT</i> Signature(s) of Debtor (Or Assignor)	By: <i>[Signature]</i> Title: <i>Vice President</i> Signature(s) of Secured Party (Or Assignee)

Schedule A

BOOK 555 PAGE 184

Debtor: Whitehead Wholesale Inc.  
6610 Cabot Drive  
Baltimore, MD 21226

Secured Party: The First National Bank of Boston,  
as Agent  
100 Federal Street  
Boston, MA 02110

This financing statement covers the following property:

The following properties, assets and rights of Whitehead Wholesale Inc., wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof: all personal and fixture property of every kind and nature, including all furniture, fixtures, equipment, raw materials, inventory, goods, accounts, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, all tort claims, chattel paper, documents, instruments (including certificated securities), deposit accounts, and all general intangibles, including all tax refund claims, license fees, royalties, patents and patent applications, trademarks, trademark registrations and trademark registration applications, trade names, copyrights, copyright registrations, copyright registration applications and copyright applications, computer programs, computer software, engineering drawings, service marks, service mark registrations, service mark registration applications, invention disclosures, trade secrets, product designation designs, customer lists, goodwill, and all licenses, permits and agreements of any kind or nature pursuant to which Whitehead Wholesale Inc. possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of Whitehead Wholesale Inc. and all recorded data of any kind or nature, regardless of the medium of recording, including all software, writings, plans, specifications and schematics and all rights to enforce or sue or recover for any past, present or future infringement of any right or interest of Whitehead Wholesale Inc. (including any copyright, trademark, service mark, patent or trade secret right or right under any license or other agreement), and any and all other rights or interests, now existing or hereafter arising, in any way relating directly or indirectly to any of the foregoing.

280725

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented 1
1 Debtor(s) (Last Name First) and address(es) S.K.W. Enterprises, Inc. 6610 Cabot Drive Baltimore, MD 21226	2 Secured Party(ies) and address(es) The First National Bank of Boston, as Agent 100 Federal Street Boston, MA 02110	3 For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #649470 0777 R03 T15:11 04/27/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT

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

See Schedule A attached hereto and made a part hereof.

"NOT SUBJECT TO MARYLAND RECORDATION TAX"

Filed with: Clerk of Circuit Court, Baltimore County, MD

Products of Collateral are also covered.

Whichever is  
Applicable  
(See Instruction  
Number 9)

S.K.W. Enterprises, Inc.

By:

Title:

Signature(s) of Debtor (Or Assignor)

The First National Bank of Boston,  
as Agent

By:

Title:

Signature(s) of Secured Party (Or Assignee)

BR1584

Schedule A

Debtor: S.K.W. Enterprises, Inc.  
6610 Cabot Drive  
Baltimore, MD 21226

Secured Party: The First National Bank of Boston,  
as Agent  
100 Federal Street  
Boston, MA 02110

This financing statement covers the following property:

The following properties, assets and rights of S.K.W. Enterprises, Inc., wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof: all personal and fixture property of every kind and nature, including all furniture, fixtures, equipment, raw materials, inventory, goods, accounts, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, all tort claims, chattel paper, documents, instruments (including certificated securities), deposit accounts, and all general intangibles, including all tax refund claims, license fees, royalties, patents and patent applications, trademarks, trademark registrations and trademark registration applications, trade names, copyrights, copyright registrations, copyright registration applications and copyright applications, computer programs, computer software, engineering drawings, service marks, service mark registrations, service mark registration applications, invention disclosures, trade secrets, product designation designs, customer lists, goodwill, and all licenses, permits and agreements of any kind or nature pursuant to which S.K.W. Enterprises, Inc. possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of S.K.W. Enterprises, Inc. and all recorded data of any kind or nature, regardless of the medium of recording, including all software, writings, plans, specifications and schematics and all rights to enforce or sue or recover for any past, present or future infringement of any right or interest of S.K.W. Enterprises, Inc. (including any copyright, trademark, service mark, patent or trade secret right or right under any license or other agreement), and any and all other rights or interests, now existing or hereafter arising, in any way relating directly or indirectly to any of the foregoing.

555 FILE 187

280726

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented 1
1 Debtor(s) (Last Name First) and address(es) Capital Cigar & Tobacco Company, Inc. 6610 Cabot Drive Baltimore, MD 21226	2 Secured Party(ies) and address(es) The First National Bank of Boston, as Agent 100 Federal Street Boston, MA 02110	3 For Filing Officer (Date, Time, Number, and Filing Office)

DU 148884

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

See Schedule A attached hereto and made a part hereof.

"NOT SUBJECT TO MARYLAND RECORDATION TAX"

RECORD FEE 11.00  
POSTAGE .50  
#649480 0777 R03 T15:12  
04/27/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Filed with: Clerk of Circuit Court, Baltimore County, MD

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Capital Cigar & Tobacco Company, Inc.	The First National Bank of Boston, as Agent
	By: <i>[Signature]</i> Title: VICE PRESIDENT Signature(s) of Debtor (Or Assignor)	By: <i>[Signature]</i> Title: Vice President Signature(s) of Secured Party (Or Assignee)

Schedule A

Debtor: Capital Cigar & Tobacco Company, Inc.  
6610 Cabot Drive  
Baltimore, MD 21226

Secured Party: The First National Bank of Boston,  
as Agent  
100 Federal Street  
Boston, MA 02110

This financing statement covers the following property:

The following properties, assets and rights of Capital Cigar & Tobacco Company, Inc., wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof: all personal and fixture property of every kind and nature, including all furniture, fixtures, equipment, raw materials, inventory, goods, accounts, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, all tort claims, chattel paper, documents, instruments (including certificated securities), deposit accounts, and all general intangibles, including all tax refund claims, license fees, royalties, patents and patent applications, trademarks, trademark registrations and trademark registration applications, trade names, copyrights, copyright registrations, copyright registration applications and copyright applications, computer programs, computer software, engineering drawings, service marks, service mark registrations, service mark registration applications, invention disclosures, trade secrets, product designation designs, customer lists, goodwill, and all licenses, permits and agreements of any kind or nature pursuant to which Capital Cigar & Tobacco Company, Inc. possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of Capital Cigar & Tobacco Company, Inc. and all recorded data of any kind or nature, regardless of the medium of recording, including all software, writings, plans, specifications and schematics and all rights to enforce or sue or recover for any past, present or future infringement of any right or interest of Capital Cigar & Tobacco Company, Inc. (including any copyright, trademark, service mark, patent or trade secret right or right under any license or other agreement), and any and all other rights or interests, now existing or hereafter arising, in any way relating directly or indirectly to any of the foregoing.

FINANCING STATEMENT

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

To be Recorded in the:

- 1. Financing Statement Records of the Maryland State Department of Assessments and Taxation
- ✓ 2. Financing Statement Records of Anne Arundel County, Maryland
- 3. Land Records of Anne Arundel County, Maryland

DJ

1. NAME AND ADDRESS OF DEBTOR:

Bar Harbor Rentals, Inc.  
6212 Pennington Avenue  
Baltimore, Maryland 21226

RECORDING FEE 17.00  
POSTAGE .50  
RETURNED MAIL FEE 1.00  
TOTAL 18.50  
M. W. H. STAMPER  
30 111 - 100000 - 10000

2. NAME AND ADDRESS OF SECURED PARTY:

Penn Mortgage Company, Inc.  
c/o R. Marc Goldberg - Trustee  
19 E. Fayette St., Suite 404  
Baltimore, Maryland 21202

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

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

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

C. General Intangibles. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now

3700



owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

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

E. All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, 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. All such fixtures are or will be attached to the real property described in Schedule A attached hereto, and the record owner of such real property is Bar Harbor Rentals, Inc..

4. Not subject to recordation tax on the principal amount of \$127,000.00, which recordation tax has been paid to the Clerk of the Circuit Court for Anne Arundel County on the recording of a Deed of Trust securing the same debt.

DEBTOR:

BAR HARBOR RENTALS, INC.

By: Connie M. Frazier (SEAL)  
Connie M. Frazier, President

RETURN TO:

Ridge Title Company, Inc.  
19 E. Fayette St., Suite 404  
Baltimore, Maryland 21202

D334/698-10

SCHEDULE AParcel 1:

BEGINNING for the same in the first line of a conveyance from O.C. Robinson and Ida L. Robinson, his wife, to Flora D. Whitmire and Thelma M. Crow, by Deed recorded among the Land Records of Anne Arundel County in Liber JHH No. 779, folio 542, etc. at a point distant, as corrected, North 31 degrees 26 minutes east 274.4 feet from the beginning of the said line; and running thence, with the said line, North 31 degrees 26 minutes east 299.54 feet to the end thereof; thence continuing with the outline of the said conveyance, as corrected, and running South 39 degrees 10 minutes east 194.0 feet; thence still continuing with the outline of the said conveyance and running South 30 degrees 47 minutes west 301.1 feet to the outline of the property heretofore conveyed to Brewis by Deed recorded among the Land Records of Anne Arundel County in Liber GTC No. 1227, folio 237; and running thence with the outlines of the said conveyance to Brewis, North 61 degrees 21 minutes west 60.00 feet, and South 30 degrees 47 minutes west 200.0 feet to intersect the northeast side of Bar Harbor Road; thence running with the northeast side of Bar Harbor Road, North 61 degrees 21 minutes west 40.0 feet; thence leaving the said Bar Harbor Road and running North 31 degrees 26 minutes east 274.00 feet and North 61 degrees 21 minutes west 90.00 feet to the place of beginning.

The improvements thereon being known as No. 27 Bar Harbor Road.

Being the same property which by Deed dated March 24, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2477, folio 657, etc., was granted and conveyed by Robert L. Brewis to Bar Harbor Rentals, Inc.

Parcel 2:

BEGINNING for the same at the point where the northeast side of Bar Harbor Road is intersected by the South 30 degrees 30 minutes west 500 foot line of a conveyance from O.C. Robinson and Ida L. Robinson, his wife, to Flora S. Whitmire and Thelma M. Crow, by Deed recorded among the Land Records of Anne Arundel County in Liber JHH No. 777, folio 542, etc., and running thence, with the said line, as corrected for magnetic variation, North 30 degrees 47 minutes east 200 feet; thence leaving the said line and running North 61 degrees 21 minutes west 60 feet; thence running South 30 degrees 47 minutes west 200 feet to intersect the northeast side of the aforesaid Bar Harbor Road; thence running with the northeast side of the said Bar Harbor Road, South 61 degrees 21 minutes east 60 feet to the place of beginning.

The improvements thereon being known as No. 29 Bar Harbor Road.

Being the same property which by Deed dated March 24, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2477, folio 662, etc., was granted and conveyed by Robert L. Brewis to Bar Harbor Rentals, Inc.

Parcel 3:

BEGINNING for the same at an iron pipe set at the beginning point of the conveyance from Flora S. Whitmire and Thelma M. Grow to Robert Lee Brewis by Deed dated August 6, 1958 and recorded among the Land Records of Anne Arundel County in Liber 1227, folio 237; said point being set South 61 degrees 31 minutes east 100.0 feet from an iron pipe found at the end of the North 61 degrees 21 minutes west 40.0 foot line of the conveyance from the above mentioned Flora S. Whitmire to the above mentioned Robert Lee Brewis by Deed dated September 25, 1961 and recorded among said Land Records in Liber 1512, folio 406; said beginning point also being accepted as the beginning point of the conveyance from Hilda Agnes Wolf to Lois O. Bauer and Dwain Calvin Wolf by Deed dated July 8, 1968 and recorded among said Land Records in Liber 2211, folio 538; and running from said beginning point so fixed and with the southeast line of the conveyance to Brewis, which is the northwest line of the conveyance from Wolf to Bauer and Wolf, and leaving Bar Harbor Road, North 30 degrees 31 minutes 40 seconds east 500.02 feet to a pipe set; thence leaving the conveyance to Brewis and continuing with the outlines of the conveyance to Wolf, South 39 degrees 09 minutes 20 seconds east 159.61 feet to a pipe set; thence crossing the conveyance to Wolf, South 30 degrees 51 minutes 40 seconds east 439.30 feet to a pipe set on the north side of Bar Harbor Road, 30 feet wide; thence with the north side of said road, North 61 degrees 31 minutes west 150.13 feet to the place of beginning. Containing 1.63 acres and subject to a 15 foot widening strip along the north side of Bar Harbor Road for future road widening purposes. All as shown on a survey by J.R. McCrone, Jr., Inc., Registered Land Surveyors, dated February 3, 1969.

The improvements thereon being known as No. 31 Bar Harbor Road.

Being the same property which by Deed dated March 24, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2477, folio 659, etc., was granted and conveyed by Robert L. Brewis to Bar Harbor Rentals, Inc.

Parcel 4:

BEING known and designated as Lots Nos. 208 and 209 as shown on the Plat of Bar Harbor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 1, Section 3, Folio 219. Each of said lots having a frontage of 25 feet on the north side of a road on said plat laid out and each of said lots having a depth northwardly of 100 feet; said plat now recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 38.

The improvements thereon being known as No. 219 Bar Harbor Road.

Being the same property which by Deed dated March 7, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2477, folio 655, etc., was granted and conveyed by Loona C. Ford to Bar Harbor Rentals, Inc.

Parcel 5:

ALL that lot of ground in the Third Election District of Anne Arundel County, being known and designated as Lot 275 on Plat 5 of Chelsea Beach, recorded among the Plat Records of Anne Arundel County in Plat Book No. 23, folio 35. This property formerly being known as 124 Oak Drive, and now known as No. 450 Magothy Bridge Road.

SAVING AND EXCEPTING that portion of the aforesaid lot comprising 20 feet in width and running along and bounding on the easternmost property line adjacent to Oak Drive.

Being the same property which by Deed dated August 15, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2513, folio 786, etc., was granted and conveyed by Robert L. Brewis to Bar Harbor Rentals, Inc.

SAVING AND EXCEPTING FURTHER therefrom that property which by Deed dated August 16, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2908, folio 587, etc., was granted and conveyed by Bar Harbor Rentals, Inc. and The Sharon Building and Loan Association to Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a point South 62 degrees 43 minutes 41 seconds east 102.70 feet as now surveyed, from the northwest corner of Lot 275, as shown on a Plat entitled "Plat No. 5 of Chelsea Beach" dated November 6, 1952 and recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 35; said point also being located 85.19 feet left of Station 336 + 54.98 centerline of proposed relocation of Magothy Bridge Road as shown on a metes and bounds Plat 4 of 4 prepared by MCA Engineering Corporation, attached hereto and made a part hereof; thence running with the northernmost line of Lot 275, Chelsea Beach, the following bearings and distances referred to the Maryland State Coordinate System, South 62 degrees 43 minutes 41 seconds east 39.20 feet to intersect the existing dedication line of Oak Road; thence with said line South 43 degrees 13 minutes 23 seconds west 122.15 feet to intersect the proposed right-of-way line of Magothy Bridge Road; thence with said line with a curve to the left having a radius of 2045.22 feet, an arc length of 59.10 feet and being subtended by a chord bearing North 35 degrees 35 minutes 19 seconds east 59.10 feet to a point; thence North 13 degrees 45 minutes 08 seconds east 60.65 feet to the point of beginning. Containing in all 0.037 acres of land.

Parcel 6:

BEING known and designated as Lots Nos. 177, 178 and 179, as shown on the Plat of East Glen Burnie, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-4, Plat 4; now Plat Book 21, folio 4, situate on Mary Lou Avenue.

The improvements thereon being known as No. 312 Mary Lou Avenue.

Being the same property which by Deed dated May 15, 1974 and recorded among the Land Records of Anne Arundel County in Liber No. 2678, folio 213, etc., was granted and conveyed by Pierre West and wife to Bar Harbor Rentals, Inc.

Parcel 7:

BEGINNING FOR THE FIRST at the beginning of the land described in a Deed from Sophie K. Smith to William B. Huggins dated February 10, 1945 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 323, folio 454, and running thence North 10 degrees 57 minutes east, with and binding on the first line of the land described in a Deed from Charles H. Smith to Augusta Smith, recorded among the aforesaid Land Records in Liber GW No. 109, folio 408, etc. 129.72 feet, thence leaving said line and running South 63 degrees 15 minutes east parallel with the second line of the lot described in the Deed first above mentioned 214.65 feet to the third line of the land described in the Deed secondly above mentioned, thence binding on the third and fourth lines of said land South 27 degrees 37 minutes west 92.13 feet and South 23 degrees 42 minutes 33 feet to the end of the second line of the lot described in the Deed first above mentioned and thence North 63 degrees 15 minutes west binding on said line reversely 176.9 feet to the point of beginning.

Subject, however, to leaving open a space 15 feet wide along the southeasternmost outlines of the above described lots for egress to and from Pennington Avenue and together with the right to use said space extending northeasterly to Pennington Avenue in common with others for egress to and from Pennington Avenue.

BEGINNING FOR THE SECOND at the beginning of the land described in a Deed from Charles H. Smith and wife to Augusta Smith dated September 14, 1914 and recorded among the Land Records of Anne Arundel County in Liber GW No. 109, folio 485, and running thence with and binding on the first line of said land North 10 degrees 56 minutes 55 seconds east 166.35 feet, thence leaving said line and running for a line of division South 63 degrees 15 minutes east 176.9 feet to the fourth line of said land, thence binding on the fourth and fifth lines of said land South 22 degrees 52 minutes west 149.91 feet and North 67 degrees 56 minutes west 141.14 feet to the point of beginning.

The improvements thereon being known as No. 6212 Pennington Avenue.

Together with the right-of-way 15 feet wide for egress and ingress to and from the above described lot along the third and fourth lines of the land described in the Deed above referred to Pennington Avenue.

Being the same properties which by Deed dated August 8, 1974 and recorded among the Land Records of Anne Arundel County in Liber No. 2697, folio 674, etc., was granted and conveyed by Robert Lee Brewis to Bar Harbor Rentals, Inc.

SAVING AND EXCEPTING that portion of the property taken by the State Roads Commission of the State of Maryland in Law No. C-2894 on the 26th day of August, 1974 and recorded among the Land Records of Anne Arundel County in Liber 2432, folio 189, said taking amounting to .48 acres, more or less.

SAVING AND EXCEPTING FURTHER THEREFROM that portion of the property which by Deed dated March 18, 1975 and recorded among said Land Records in Liber WGL No. 2742, folio 622, etc., was granted and conveyed by Bar Harbor Rentals, Inc. unto the Mayor and City Council of Baltimore, and described as follows:

BEGINNING for the same at the beginning of the third line of the first parcel of land conveyed by David S. Rubens to Robert Lee Brewis by Deed dated January 5, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1651, folio 3, and running thence binding on part of the third line of the first parcel of land described in said Deed, as now surveyed, South 29 degrees 43 minutes west 44.97 feet to intersect the southwest side of Pennington Avenue, as realigned and widened; thence binding on the southwest side of said Pennington Avenue and the two following courses and distances; namely, North 54 degrees 56 minutes 07 seconds west 67.76 feet, and North 35 degrees 55 minutes 05 seconds west 76.14 feet to intersect the second line of the first parcel of land described in said Deed and thence binding on part of the second line of the first parcel of land described in said Deed, to the end thereof, as now surveyed, South 63 degrees 18 minutes 39 seconds east 137.01 feet to the place of beginning. Containing 3,648 square feet of land, more or less, as delineated and shown on a plat prepared by the City of Baltimore, Department of Public Works, Bureau of Engineering, dated March 10, 1971, No. HA25-685.

Parcel 8:

Parcel consisting of 0.44 acres, more or less, as shown on State Roads Commission Plat No. 42051 dated October 1, 1971, lying partly in Baltimore City and partly in Anne Arundel County, subject to Revertible Eastment for Construction Access as shown on State Roads Commission Plat No. 38358 (Revised 6-30-71).

Being the same property which by Deed dated June 19, 1973 and recorded among the Land Records of Anne Arundel County in Liber No. 2744, folio 585, etc., was granted and conveyed by the State Highway Administration and the Board of Public Works of Maryland to Bar Harbor Rentals, Inc.

Parcel 9:

BEGINNING for the same at an iron pipe found on the southwest side of Woodholme Circle and at Coordinate Point No. 11 as shown on the Plat entitled "Resubdivision of Lots 87 to 97, incl. and 116, 117 of Woodholme, Section 2", and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book No. 26, page 6; thence running from said beginning point so fixed and with the said southwest side of Woodholme Circle, South 53 degrees 50 minutes east 143.43 feet to an iron pipe set at Coordinate Point No. 9 as shown on the above mentioned plat; thence with a curve to the right having a radius of 19.98 feet for an arc length of 28.98 feet to Coordinate Point No. 10 as shown on the above mentioned plat; said point being further located on the northwest side of Perth Road; thence with the same, South 29 degrees 17 minutes 05 seconds west 72.96 feet to an iron set pipe; thence leaving Perth Road and running through Lot L as shown on the above mentioned plat, North 53 degrees 50 minutes west 161.13 feet to an iron pipe set in the northwest lot line of said Lot L; thence with a part of said line and also with the northwest line of Lot K as shown on said plat, North 29 degrees 17 minutes 05 seconds east 90.66 feet to the place of beginning.

The improvements thereon being known as No. 8025 Woodholme Circle.

Being the same property which by Deed dated November 27, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2545, folio 43, etc., was granted and conveyed by Alan G. Harquail and wife to Bar Harbor Rentals, Inc.

Parcel 10:

BEING Lots Nos. 76, 77 and 78 as shown on Plat of East Glen Burnie, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-4, Plat 4, now Plat Book 21, folio 4.

The improvements thereon being known as Nos. 338 and 340 Stiemley Avenue.

Being the same lots which by Deed dated March 9, 1976 and recorded among the Land Records of Anne Arundel County in Liber WGL No. 2040, folio 508, were granted and conveyed by Jean I. Houghtling, et al, unto Bar Harbor Rentals, Inc..

Being also the same lots which by Confirmatory Deed dated April 8th, 1990 and intended to be recorded immediately prior hereto were granted and conveyed by Evelyn U. Gustaitis, Personal Representative, unto Bar Harbor Rentals, Inc.

Parcel 11:

555 PAGE 197

BEGINNING for the same at an iron pipe found on the north side of Bar Harbor Road and at the end of the south 30 degrees 51 minutes 40 seconds east 439.30 foot line of the conveyance from Hilda Agnes Wolf, widow, to Robert Lee Brewis, unmarried, by Deed dated October 3, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber MSH No. 2306, folio 560, thence running from said place of beginning so fixed leaving said Bar Harbor Road and with said line reversely north 30 degrees 51 minutes 40 seconds east 439.30 feet to an iron pipe found at the beginning of said line thence with part of the south 39 degrees 31 minutes east 1334.95 foot line of the conveyance from Hilda Agnes Wolf, widow, to Lois O. Bauer and Dwain Calvin Wolf by Deed dated July 8, 1968 and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2211, folio 538, with bearings corrected for magnetic differences, south 39 degrees 09 minutes 20 seconds east 553.39 feet to an iron pipe set; thence running through the second mentioned conveyance south 28 degrees 29 minutes west 233.39 feet to an iron pipe set on the said north side of Bar Harbor Road; thence with the same, north 55 degrees 48 minutes 20 seconds west 50.25 feet to an iron pipe set and north 61 degrees 31 minutes west 480.00 feet to the place of beginning, containing containing 4.01 acres more or less as surveyed by J.R. McCrone, Jr., Inc., registered professional Engineer and Land Surveyors, March 1972.

Being the same parcel of ground which by Deed dated March 22, 1972 and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2477, folio 650, etc. was granted and conveyed by Hilda Agnes Wolf, widow, unto Bar Harbor Rentals, Inc.

SAVING AND EXCEPTING therefrom all that property described as Parcel Two containing 3.619 acres of land described in a Deed dated May 9, 1984 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 3732, folio 380, etc. from Bar Harbor Rentals, Inc. unto Anne Arundel County, Maryland.

D334/698-A-FS

MN453401.FIS  
9269  
3/27/90

555 MCE 198

FINANCING STATEMENT

280728

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

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

1. NAME AND ADDRESS OF DEBTOR:

FRANK INDUSTRIES, INC.  
7447 Candlewood Road  
P.O. Box 465  
Hanover, Maryland 21076  
Attn: Timothy L. Frank

RECORD FEE 13.00  
POSTAGE .05

2. NAME AND ADDRESS OF SECURED PARTY:

MARYLAND NATIONAL BANK  
2328 West Joppa Road  
Lutherville, Maryland 21093  
Attn: Patrick Killpatrick

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 buildings, 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 to Secure Debt (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 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

04/27/90

ERLE SCHAFFER  
CIRCUIT COURT  
04/27/90

ERLE SCHAFFER  
CIRCUIT COURT

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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 to Secure Debt and Security Agreement dated April 16, 1990 (the "Deed to Secure Debt") executed by the Debtor for the benefit of 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 to Secure Debt), 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.

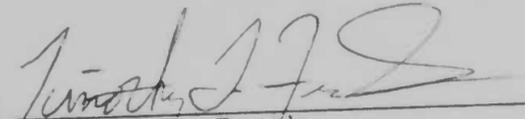
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Georgia Uniform

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:

FRANK INDUSTRIES, INC.

By:   
Timothy L. Frank  
President

SECURED PARTY:

MARYLAND NATIONAL BANK

By:   
Patrick Killpatrick  
Corporate Banking Officer

Filing Officer: After recordation, please return this Financing Statement to:

Kathleen D. Gast, Esquire  
Miles & Stockbridge  
10 Light Street, 8th Floor  
Baltimore, Maryland 21202

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 Michael Lee Ginevan Sr.

Address 7832 East Shore Road Pasadena, Maryland 21122

2. SECURED PARTY

Name Suit & Wells Equipment Co. Inc.

Address 6300 Crain Highway Upper Marlboro, Maryland 20772

J.I. Case Credit Corporation P.O. Box 292 Racine, Wisconsin 53401

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

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

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

- 1 Case Model 1840 Uniloader w/ Tooth Bar & AS Sims Enclosure
- Serial # JAF0064947

Name and address of Assignee  
J. I. Case Company and/or  
J. I. Case Credit Corporation  
P. O. Box 292  
Racine, WI 53401

RECORD FEE 11.00  
 POSTAGE .50

THIS IS A RETAIL INSTALLMENT CONTRACT

CHECK  THE LINES WHICH APPLY

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

#649560 CT77 R03 T15:28  
04/27/90

H. ERLE 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)

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

Michael Lee Ginevan Sr.  
(Signature of Debtor)

Michael Lee Ginevan Sr.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jay R. [Signature]  
Jay R. [Signature] Sales Manager  
Suit & Wells Equipment Co. Inc.

Type or Print Above Signature on Above Line

Handwritten initials and marks.

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 Charles W. Gartelman

Address 873 Arundel Drive Arnold, Maryland 21012

2. SECURED PARTY

Name Suit & Wells Equipment co. Inc.

Address 6300 Crain Highway Upper Marlboro, Maryland 20772

J.I. Case Credit Corporation P.O.Box 292 Racine, Wisconsin 53401  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

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

- 1- Case Model 1840 Uniloaders w/ D100 Backhoe  
Serial # JAF0045930
- 1- Eager Beaver Model AP10 Trailer  
Serial # 112AAH20XLL035583

Name and address of Assignee  
**J. I. Case Company and/or  
 J. I. Case Credit Corporation  
 P. O. Box 292  
 Racine, WI 53401**

THIS IS A RETAIL INSTALLMENT CONTRACT

CHECK  THE LINES WHICH APPLY

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

DJ

RECORD FEE 11.00  
 POSTAGE .50  
 #649570 C777 R03 T15:31  
 04/27/90

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

Charles W. Gartelman  
 (Signature of Debtor)

Charles W. Gartelman  
 Type or Print Above Name on Above Line

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

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

Jay R. Weamer  
 (Signature of Secured Party)  
 Jay R. Weamer Sales Manager  
 Suit & Wells Equipment Co. Inc.  
 Type or Print Above Signature on Above Line

H. ERLE SCHAFFER  
 AA CO. CIRCUIT COURT



\*Property previously recorded in and recordation tax paid to Baltimore City. Equipment is located in Chesapeake, Va. This statement is made necessary by the Debtor's relocation of its main office from Baltimore City to Anne Arundel County.

555 203

Debtor or Assignor Form

Anne Arundel County MARYLAND FINANCING STATEMENT

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

280731

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
_____	THE FIRST NATIONAL BANK OF MARYLAND
McLean Contracting Company	Attn: Leon W. Wynne 101-560
(Name)	(Name of Loan Officer)
6700 Curtis Court	P.O. Box 1596
(Address)	(Address)
Glen Burnie, Maryland 21061-6480	Baltimore, Maryland 21203

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

L.S. 718 Link Belt Crawler Crane Serial #32H2-192

DJ

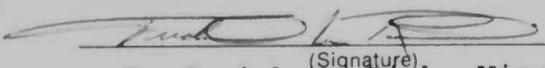
RECORD FEE 11.00  
 POSTAGE .50  
 #849890 0777 R03 115:38  
 04/27/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

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

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

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

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
McLean Contracting Company (Seal)	_____ (Seal)
 (Seal)	 (Seal)
Frederick W. Rich, Vice-Pres. & Treas.	_____
(Print or Type Name)	(Print or Type Name)

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STATE OF MARYLAND

555 204  
Identifying File No. 280732

FINANCING STATEMENT FORM UCC-1

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

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

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

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

THIS FINANCING STATEMENT IS INTENDED FOR NOTICE PURPOSES ONLY. IT DOES NOT CONVERT THE LEASE INTO A SECURITY AGREEMENT.

1. ~~XXXXXX~~ Lessee:

Name CEDAR ROOM, INC., T/A DINKUM'S  
Address 5812 Ritchie Hwy., Glen Burnie, MD 21225

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation  
Address P.O. Box 157, Willow Grove, PA 19090

Return to

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

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

RECORD FEE 12.00

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

#649700 CT77 R03 T15:40

04/27/90

Name and address of Assignee  
BANK LEUMI H. ERLE SCHAFER  
1511 Walnut Street  
Philadelphia, PA 19102  
PHILA. CIRCUIT COURT

Various items of restaurant equipment as further described on the Equipment Schedule attached and made a part of the lease 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)

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

Type or Print Above Name on Above Line  
*Calvin Berry*  
\_\_\_\_\_  
(Signature of Debtor)  
Calvin Berry  
CEDAR ROOM, INC.  
T/A DINKUM'S  
Type or Print Above Signature on Above Line

*Sandy Haggerty* Asst. Secy.  
\_\_\_\_\_  
(Signature of Secured Party)  
Century Equipment Leasing Corporation  
Type or Print Above Signature on Above Line

12-

Equipment Schedule

Lease Contract No. \_\_\_\_\_  
Between Cedar Room, Inc., T/A Dinkum's (Lessee) and  
Century Equipment Leasing Corporation (Lessor)

PAGE 555 OF 215

<u>Quantity</u>	<u>Description</u>
1	True deep well cooler #TD95-38 <i>SIN 729099</i>
1	True deep well cooler #TD65-24 <i>SIN 717210</i>
1	True draft system #TDD-4 <i>SIN 705460</i>
1	True Merchandiser #GDM-41 <i>SIN 714467</i>
1	Metalmasters sink #B56-18
1	Metalmasters sink #B216-18
1	Manitowoc 400lb ice machine with <i>SIN 8913742</i> bin filter delivery and inst.
4	Vitro 24" round table tops
4	Vitro 42' padded table bases
16	Prince bar stools

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

555 PAGE 206  
Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. 280733

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 702,630

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

This financing statement Dated April 30, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Anne Arundel County

1. DEBTOR

Name EARLE M. JORGENSEN COMPANY  
Address 10700 Alameda Street, Lynwood, California 90262

2. SECURED PARTY

Name SECURITY PACIFIC NATIONAL BANK, as Agent  
Address 333 South Hope Street  
Los Angeles, California 90071

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

Brian W. Copple, Esq. / Gibson, Dunn & Crutcher / 800 Newport Center Dr. Suite 600 / Newport Beach, CA 92660

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

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

All accounts, goods, inventory, equipment, chattel paper, general intangibles, instruments, documents, deposit accounts, fixtures and all other property, whether now owned or hereafter acquired, and wherever located, and all proceeds of any of the foregoing. Without limiting the generality of the foregoing, the collateral includes the property described on Exhibit A to Financing Statement attached hereto, consisting of 6 pages.

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)

XXX (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) Real property described on Exhibit B to Financing Statement attached hereton, consisting of one page.

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

EARLE M. JORGENSEN COMPANY

By: [Signature]  
(Signature of Debtor)

W. J. Shaw, Vice President and Treasurer  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SECURITY PACIFIC NATIONAL BANK, as Agent

By: [Signature]  
David M. Lawrence, First Vice President  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

3300  
492100

DJ

Anne Arundel, Maryland

Debtor: Earle M. Jorgensen Company

Secured Party: Security Pacific National Bank, as Agent

Exhibit A to Financing Statement

Item 4

Description of certain Collateral:

All of Debtor's right, title, claim, estate and interest in and to the following property and interests in property of the Debtor, whether now owned and existing or hereafter acquired or arising, and wherever located (the "Collateral"):

(A) all Accounts and other rights to payment of money, together with all rights, claims, titles, securities, security interests, Liens and guaranties evidencing, securing, guaranteeing payment of, relating to or otherwise with respect to such Accounts and rights, including, without limitation, any rights to stoppage in transit, replevin, reclamation and resale and all interest, finance charges or other amounts payable in respect of the foregoing;

(B) all Notes Receivable;

(C) all Inventory;

(D) all Equipment;

(E) all documents and documents of title, including, without limitation, bills of lading, warehouse receipts, trust receipts and the like;

(F) all chattel paper, documents, instruments, money, notes and drafts;

(G) all licenses, licensing agreements, contracts, agreements, rights to payment, royalties, license fees, leases of personal property, undertakings, surety bonds, all forms of obligations owing to the Corporation or in which the Corporation

may have an interest, however arising or created, all present and future choses and things in action, goodwill, Governmental Approvals, tax refunds, all other general intangibles of every kind and nature to which the Corporation may now or hereafter become entitled and however arising, all other refunds of any kind and nature and all rights, remedies, powers and privileges of the Corporation with respect to any of the foregoing;

(H) all deposit accounts, including, without limitation, any Collection Accounts and Concentration Accounts and any other demand, time savings, passbook or like account maintained by the Corporation with any bank, savings and loan association, credit union or other person, all money, cash and checks, drafts, notes, bills, bills of exchange and bonds deposited therein or credited thereto, any increases, renewals, extensions, substitutions and replacements thereof, all interest accruing thereon or any other property of the Corporation received or receivable by the Corporation in respect thereof, whether or not deposited in any such deposit account and all statements, certificates, passbooks and instruments representing any such deposit account;

(I) all Intellectual Property Rights (including, without limitation, any and all rights of the Corporation to sue and collect damages for past, present or future infringements of any Intellectual Property Right or for any injury to the goodwill associated with any Intellectual Property Right), trade secrets, catalogs, computer programs, purchase orders, computer software (including, without limitation, all source codes and object codes, all media of any type or nature on which such source codes or object codes are reproduced, copied, stored or maintained at any time and from time to time, and all licenses or other rights entitling the Corporation to use, copy and reproduce such object codes and source codes and all licenses and other rights granted by the Corporation to any other person or entity to copy, use, sell, market or reproduce computer software and such source codes and object codes), technology processes, drawings, blueprints, proprietary information, customer lists, mailing lists;

(J) all stocks, bonds, debentures, securities, subscription rights, options, warrants, puts, calls, certificates, partnership interests,

joint venture interests, investments and/or brokerage accounts and all rights, preferences, privileges, dividends, distributions, redemption payments or liquidation payments with respect thereto;

(K) all rights and claims of the Corporation in or under all policies of insurance owned by the Corporation or covering all or any part of the Collateral, including, but not limited to, insurance for life, fire, damage, loss, and casualty, whether covering life, personal property, real property or tangible rights, together with the proceeds, products, renewals, and replacements thereof, including prepaid or unearned premiums;

(L) all books and records (including, without limitation, all books of account and ledgers of every kind and nature, customer lists, credit files, computer programs, computer software, computer tapes, other computer materials and records and electronically recorded data) pertaining to the Corporation or any of the Collateral and all equipment, receptacles, containers and cabinets for such books and records, and all files and correspondence relating thereto; and

(M) all proceeds of any of the foregoing, whether derived from voluntary or involuntary disposition or otherwise, and all products of the foregoing, whether now owned and existing or hereafter acquired or arising and all renewals, replacements, substitutions, additions, accessions, appurtenances, components, repairs, repair parts, spare parts, rents, issues, royalties and profits of, to or from any such property. "Proceeds" hereunder shall include (i) whatever is now or hereafter received by the Corporation upon the sale, exchange, collection or other disposition of any item of Collateral, whether such proceeds constitute Inventory, Accounts, general intangibles, instruments, securities, credits, documents, letters of credit, chattel paper, documents of title, warehouse receipts, leases, deposit accounts, money, contract rights, goods, equipment or other personal property, (ii) any such items that are now or hereafter acquired by the Corporation with any proceeds of Collateral hereunder, (iii) any insurance now or hereafter payable by reason of any loss or damage to any Collateral and any proceeds thereof, and (iv) the right to further transfer, including to pledge, mortgage, license, assign or sell, any of the aforementioned property or rights; provided, however,

that, notwithstanding the inclusion of proceeds within the definition of Collateral hereunder or any other provision hereof, the Collateral shall not include, without the prior written approval of the Agent, any real property located in California;

As used herein:

"Accounts" shall mean any and all rights of the Corporation to payment for goods sold or leased or for services rendered, including any such rights evidenced by chattel paper, whether due or to become due and whether or not such rights have been earned by performance, and whether now or hereafter acquired or arising in the future, including, without limitation, accounts receivable from Subsidiaries or Affiliates of the Corporation.

"Corporation" shall mean the Debtor, Earle M. Jorgensen Company, together with any and all successors, assigns, and subsidiaries thereof.

"Copyrights" shall mean, collectively, all rights, title and interest of the Corporation under Title 17 of the United States Code, as amended, or any successor statute thereto, in or to (i) all original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, all whether now owned or hereafter acquired by the Corporation, and (ii) all extensions or renewals thereof.

"Equipment" shall mean any and all goods of the Corporation, other than Inventory, used or bought for use by the Corporation in connection with or in the conduct of its business or operations, wheresoever located, including, but not limited to, machinery, machine tools, computers, motor vehicles, rolling stock, motors, pumps, controls, tools, parts, furniture, furnishings, fixtures, trade fixtures and office machines and those supplies, molds, dies, drawings, blueprints, reports, catalogs and computer programs related to the above described Equipment, together with all attachments, accessions, replacements, substitutions, additions and improvements to any of the foregoing, whether now owned or hereafter acquired.

"Governmental Approval" means an authorization, consent, approval, permit, license or exemption of, registration or filing with, or report or notice to, any Governmental Authority.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality of the United States, any State of the United States or any political subdivision thereof, and any tribunal or arbitrator(s) of competent jurisdiction.

"Intellectual Property Rights" includes all Copyrights, Patents, Trademarks, licenses, licensing agreements, technology processes, proprietary information and other intellectual property rights and related general intangibles.

"Inventory" shall mean any and all goods, merchandise and other personal property of the Corporation, wheresoever located, that may at any time be held for sale or lease or to be furnished under any contract of service, be so leased or furnished, or constitute raw materials, work in process, parts, supplies or materials that are or might be used or consumed in business in connection with the manufacture, packing, shipping, advertising, selling, leasing or finishing of such goods, merchandise and other personal property, or otherwise, together with all attachments, accessions, accessories, replacements, substitutions, additions and improvements to any of the foregoing, and all packaging materials, supplies and containers relating to or used in connection with any of the foregoing, whether now owned or hereafter acquired, and all such property the sale or other disposition of which has given rise to Accounts and which has been returned to, repossessed, or stopped in transit by or on behalf of the Corporation and all bills of lading, warehouse receipts or documents of title relating to, covering or evidencing any right, title, interest or claim in or to any of the foregoing.

"Notes Receivable" shall mean any and all of the promissory notes and other instruments that evidence the Corporation's right to the payment of money by any other Person (including, but not limited to, Subsidiaries and Affiliates of the Corporation), whether now owned or hereafter acquired.

"Patents" shall mean, collectively, (i) all letters patent of the United States or any other country and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, all whether

now owned or hereafter acquired by the Corporation, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Trademarks" shall mean, collectively, (i) all trademarks, trade names, trade styles, service marks, prints and labels on which such trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, all whether now owned or hereafter acquired by the Corporation, (ii) all reissues, extensions or renewals thereof and (iii) the goodwill of the business associated with or relating thereto.

Any other terms used herein without definition shall have the meaning provided in the Security Agreement between the Debtor and the Secured Party, a copy of which may be obtained from the Debtor at the address specified in this Financing Statement.

Anne Arundel County, Maryland

Debtor: Earle M. Jorgensen Company  
 Secured Party: Security Pacific National Bank, as Agent

Exhibit B to Financing Statement

Item: 5  
 Information Concerning Fixtures

The collateral covered by this financing statement includes, without limitation, property that is or may become fixtures located on the real property described below, the record owners of which is the Earle M. Jorgensen Company. The security interest of the Secured Party in fixtures on the real property described above is set forth in a financing statement or mortgage or deed of trust filed as a fixture filing in the land records.

Address: 7463 New Ridge Road, Harmans, Baltimore, Maryland 21077,  
 Anne Arundel County.

Legal Description:

BEGINNING for the same on the east side of relocated Ridge Road, 80 feet wide, as shown on the Plat entitled "Section II Phase II Baltimore Commons Business Park, Block 'F' Parcel 'C'" dated March 10, 1980 and recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 3968 in Book 75 page 43, at the point designated No. 1 on said Plat, thence from said place of beginning, binding on said side of said Road, (1) North 14 degrees 01 minute 22 seconds East 848.65 feet, thence leaving said Road binding on the outline of said Plat the two following courses: South 73 degrees 18 minutes 03 seconds East, binding on the center line of a 30 Foot Rail Easement, 688.87 and (3) South 22 degrees 24 seconds 59 minutes West 921.20 feet to the northeast side of Bernat Road as shown on the aforementioned Plat, thence binding on said side of Bernat Road, the three following courses: (4) North 67 degrees thirty five minutes 01 seconds West 288.42 feet, (5) northwesterly by a curve to the left having a radius of 723.94 feet for the distance of 106.06 feet, said arc being subtended by a chord bearing North 71 degrees 46 minutes 49.5 seconds West 105.96 feet and (6) North 75 degrees 58 minutes 38 seconds West 117.64 feet to the beginning of the cut-off leading to the east side of Relocated Ridge Road, thence binding on said cut-off (7) North 30 degrees 58 minutes 38 seconds West 63.64 feet to the place of beginning. Containing 12.782 acres of land more or less.

Not to be recorded  
in Land Records

Not subject to recordation  
tax; see attached affidavit

280734

FINANCING STATEMENT

555 214

1. Debtor: Address:  
GKN Hayward Baker, Inc. 1875 Mayfield Road  
Odenton, Maryland 21113
  
2. Secured Party: Address of Secured Party  
The Governor and Company c/o The Bank of Scotland  
of The Bank of Scotland, for 38 Threadneedle Street  
itself, and as agent and London, England EC2P 2EH  
security trustee
  
3. This Financing Statement covers:  
(a) All of Debtor's equipment, and all replacements,  
substitutions and alternatives therefor and thereof and  
accessions thereto and all proceeds (cash and non-cash),  
including the proceeds of all insurance policies, thereof  
(the "Equipment");  
(b) All of Debtor's inventory both now owned and hereafter  
acquired and as the same may now and hereafter from time to  
time be constituted and all proceeds (cash and non-cash),  
including the proceeds of all insurance policies, thereof  
("Inventory");  
(c) All of Debtor's contract rights, both now owned and  
hereafter acquired ("Contracts");  
(d) All of Debtor's accounts (including, without  
limitation, all notes, notes receivable, drafts,  
acceptances and similar instruments and documents) both now  
owned and hereafter acquired, together with (i) all cash  
and non-cash proceeds thereof, and (ii) all returned,  
rejected or repossessed goods, the sale or lease of which  
shall have given or shall give rise to an account and all  
cash and non-cash proceeds and products of all such goods  
("Accounts");

RECORD FEE 11.00  
POSTAGE .50  
25/01/90  
1835000 0345 HO 1 743:31

TO THE FILING OFFICER: After this statement has been  
recorded, please mail the same to: Paul S. Novak, 1100 Charles  
Center South, 36 South Charles Street, Baltimore, Maryland  
21201.

(e) All of Debtor's general intangibles, (including, without limitation, all things in action, contractual rights, goodwill, literary rights, right to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof ("General Intangibles");

(f) All of Debtor's chattel paper both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Debtor assigns and grants to Secured Party a security interest in all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property ("Chattel Paper"); (herein, the Debtor's Equipment, Inventory, Contracts, Accounts, General Intangibles, Chattel Paper and other personal property referred to as the "Collateral").

4. Proceeds of the Collateral are also covered.

Debtor:

GKN Hayward Baker, Inc.

By Thomas Dobson  
Thomas Dobson, President

Not to be recorded  
in Land Records

Not subject to recordation  
tax.

BOOK 555 PAGE 216

**280735**

This financing statement evidences a security interest in an Indemnity Deed of Trust, Deed of Trust, and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same debt.

FINANCING STATEMENT

1. Debtor: Address:  
GKN Hayward Baker, Inc. 1875 Mayfield Road  
Odenton, Maryland 21113

2. Secured Parties: Address of all Secured Parties:  
The Governor and Company of The Bank of Scotland, for itself, and as agent and security trustee c/o The Bank of Scotland  
38 Threadneedle Street  
London, England EC2P 2EH

Steven D. Shattuck,  
Trustee

Henry D. Kahn,  
Trustee

RECORD FEE 11.00  
POSTAGE .50  
#835050 0345 R01 713:31  
05/01/90

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting,

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to: Paul S. Novak, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in an Indemnity Deed of Trust, Deed of Trust and Security Agreement (the "Deed of Trust") given by Debtor to Steven D. Shattuck and Henry D. Kahn, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing indebtedness described therein.
5. Proceeds of collateral are also covered.
6. The land consists of approximately 5.436 acres, the improvements thereon being known as 1875 Mayfield Road, and is more particularly described in the Deed of Trust .

Debtor:

GKN Hayward Baker, Inc.

By Thomas Dobson  
Thomas Dobson, President

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

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

Table with 2 columns: 1. DEBTOR(S) and Address(es): (last name first) and 2. SECURED PARTY. Includes details for Annapolis Tile Inc. and THE ZAMOISKI CO.

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

4. Proceeds of collateral are covered hereunder.

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

6. Return to: Secured Party (Md.)

RECORD FEE 11.00

#651340 0777 R03 T11:13

05/01/90

H. ERLE SCHAFER

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

DEBTOR:

SECURED PARTY:

Annapolis Tile Inc.

THE ZAMOISKI CO.

(Type Name)

By: [Signature] (SEAL)

By: [Signature]

Michael W. Keller, Pres.

By: \_\_\_\_\_ (SEAL)

(Date Signed by Debtor)

19 \_\_\_\_

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

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE  
Terms and Conditions of Security Agreement

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

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

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

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

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

280737

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

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)  
J. T. C. Equipment, Inc.  
8505 Contractors Road  
Baltimore MD 21237  
M-34439

(2) Secured Party(ies) (Name(s) And Address(es))  
Alban Tractor Co Inc.  
P.O. Box 9595  
Baltimore MD 21237

MACHINE LOCATED IN CROFTON MD

(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

#651380 0777 R03 T11:16

05/01/90

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

One (1) Used Off Highway Dump Truck D25 S/N: 25DB7362

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

NOT SUBJECT TO RECORDATION TAX

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

MD

(6) Signatures: Debtor(s)

J. T. C. Equipment, Inc.

*[Signature]* John T. Clark - V.P.

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

Secured Party(ies) [or Assignees]

Alban Tractor Co Inc.

(By) *[Signature]*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:

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

(1) Filing Officer Copy - Numerical

UCC-1

CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX

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 20APRIL90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dave Collingsworth  
Address 4965 Old Solomons Island Road Anne Arundel Harwood MD 20776

2. SECURED PARTY

Name John Deere Industrial Equipment Co.  
Address P. O. Box 65090  
West Des Moines, Iowa 50265-0090

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

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

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

- 1 New John Deere 770 4WD Tractor w/Turfs, DSCV, Mid-PTG S/N MO0770A004062
- 1 New John Deere 60" Mid-Mower, S/N MO2733X595198

RECORD FEE 11.00  
POSTAGE .50  
#651370 C777 R03 T11:16  
05/01/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

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

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

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

John Deere Company  
P. O. Box 65090  
West Des Moines, Iowa 50265-0090

*Donald W. Williams*  
(Signature of Secured Party)

Donald W. Williams  
Type or Print Above Signature on Above Line

1150

555 222

280739

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) J. T. C. Equipment Inc. 8505 Contractors Road Baltimore MD 21237 M-34433	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co Inc P.O. Box 9595 Baltimore MD 21237	<p style="text-align: right;">(3)</p> <p>RECORD FEE 11.00</p> <p>POSTAGE .50</p> <p>#651390 C777 R03 T11:16</p> <p>05/01/90</p> <p>H. ERLE SCHAFER</p>
<p>MACHINE LOCATED IN CROFTON MD</p> <p>(3) (a) <input type="checkbox"/> Collateral is or includes fixtures.</p> <p>(b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered</p> <p>(c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</p>	(4) Assignee(s) of Secured Party, Address(es)	
<p>(5) This Financing Statement Covers the Following types [or items] of property.</p> <p style="text-align: center;">One (1) Used Caterpillar Dump Truck D25 S/N: 9YC002477 CO. CIRCUIT COURT</p> <p style="text-align: center;">NOT SUBJECT TO RECORDATION TAX</p>		
<p><input checked="" type="checkbox"/> Products of the Collateral Are Also Covered.</p>		MD
(6) Signatures: Debtor(s) J. T. C. Equipment Inc.  John T. Clark - V.P.	Secured Party(ies) [or Assignees] Alban Tractor Co Inc  (By) <i>[Signature]</i>	<p>Signature of Secured Party Permitted in Lieu of Debtor's Signature:</p> <p>(1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/></p> <p><input type="checkbox"/> Collateral Is Brought Into This State</p> <p><input type="checkbox"/> Debtor's Location Changed To This State</p> <p>(2) For Other Situations See: G.S. 25-9-402 (2)</p>
<p>Standard Form Approved by N.C. Sec. of State and other states shown above.</p> <p>(1) Filing Officer Copy - Numerical</p>		UCC-1

555 223

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

3. MATURITY DATE (If Any) 08DEC99

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)  
MARINUCCI MICHAEL  
BOX 840 COX NECK RD  
CHESTER MD 21619  
212682986 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

FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 270842  
BK 520 PG 454  
Filed with ANNE ARUNDEL MD Date Filed 08DEC87

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

RECORD FEE 10.00

POSTAGE .50

#651440 0777 003 T11:19

05/01/90

10. \_\_\_\_\_  
Number of Additional Sheets Presented 20APR90

TO: CLERK OF CIRCUIT CRI  
2 UCC DIVISION H. ERLE SCHAFER  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD AA CO. 21403 BIT COURT

JOHN DEERE COMPANY

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

By *D. J. Walters* Director, Installment Finance For  
Signature(s) of Secured Party(ies)

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY  
 JOHN DEERE COMPANY

107 FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

555 224

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

3 MATURITY DATE (If Any) 25AUG94

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)  
CORDEK  
25 STEELE AVE.  
ANNAPOLIS  
440325451 AA

2 SECURED PARTY(IES) and ADDRESS(ES)  
JAMES L. JOHN DEERE COMPANY  
P. O. BOX 65090  
WEST DES MOINES IA 50265  
FORMERLY: JOHN DEERE COMPANY  
COLUMBUS, OH

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No 278360  
BK 545 PG 196  
Filed with ANNE ARUNDEL MD Date Filed 25AUG89

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

RECORD FEE 10.00

POSTAGE .50

#651450 0777 R03 T11:15

10  
Number of Additional Sheets Presented 20APR90

TO  
CLERK OF CIRCUIT CRT  
% UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD  
05/01/90  
H. ERLE SCHAFER  
21403

JOHN DEERE COMPANY AA CO. CIRCUIT COURT

By  
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By *D. A. Walters* Director, Installment Finance - For  
Signature(s) of Secured Party(ies)

JOHN DEERE INDUSTRIAL  
EQUIPMENT COMPANY  
 JOHN DEERE COMPANY

158  
FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

555 MAY 225

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

3 MATURITY DATE (If Any) 27MAY98

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)  
COXSHIRE STABLES  
1268 ROSSBACK RD.  
DAVIDSVILLE MD 21035  
578528061 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

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. BK498PG35726206

Filed with ANNE ARUNDEL MD Date Filed 27MAY86

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

RECORD FEE 10.00

POSTAGE .50

#651460 0777 R03 T11:20

05/01/90

10  
Number of Additional Sheets Presented 20APR90

TO CLERK OF CIRCUIT CRT  
2 UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD H. 21403 CHAFER

JOHN DEERE COMPANY

AA CO. CIRCUIT COURT

By  
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable.)

By *D. J. Walters* Director, Installment Finance - For:  
Signature(s) of Secured Party(ies)

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY  
 JOHN DEERE COMPANY

1050 FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

555 226

Anne Arundel Co  
C-02-08362-4

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. **280740**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Matthews, Louis M. T/A L.M. Matthews Trucking  
Address 664 Rhone Court Glen Burnie, MD 21061 (DJ)

2. SECURED PARTY

Name Washington Freightliner, Inc.  
Address 201 Ritchie Road, Bldg. A Capitol Heights, MD 20743

RECORD FEE 18.00  
POSTAGE .50

Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

#651470 0777 R03 T11:21

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

05/01/90

H. ERLE SCHAFER

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

AA CO. CIRCUIT COURT

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

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Louis M. Matthews T/A L.M. Matthews Trucking

*Louis M. Matthews*  
(Signature of Debtor)

LOUIS M. MATTHEWS  
Type or Print Above Name on Above Line

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

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

Washington Freightliner, Inc.

*Bill Fenwick*  
(Signature of Secured Party)

BILL FENWICK, Pres.  
Type or Print Above Signature on Above Line

185

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

Louis M. Matthews T/A 555 PAGE 227

TO: Washington Freightliner, Inc. ("Seller") FROM: L.M. Matthews Trucking ("Buyer")  
 201 Ritchie Rd. Bldg. A Capitol Heights, MD 20743 664 Rhone Ct. Glen Burnie, MD 21061  
 (Address of Seller) (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) 1991 Freightliner Model PLD120-64SD Conventional Truck S/N 1FVXFDY93-MH386545 w/14.5' R & S Steel Dump Body *See Schedule "A" hereto and made a part hereof for payment schedule.  *Description of any Trade-In:	(1) CASH SALE PRICE .....	\$ 85,065.00
	(2) DOWN PAYMENT in Cash .....	\$ -0-
	(3) DOWN PAYMENT in Goods* (Trade-In Allowance) .....	\$ -0-
	(4) UNPAID BALANCE [Items (1) - (2) - (3)] .....	\$ 85,065.00
	(5) INSURANCE and other Benefits .....	\$ -0-
	Types of coverage and benefits .....	200.00
	(6) OFFICIAL or DOCUMENTARY FEES .....	\$
	Describe and Itemize .....	\$ 85,265.00
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] .....	\$ 32,923.90
	(8) FINANCE CHARGE (Time Price Differential) .....	\$ 118,188.90
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] .....	\$ 118,188.90	
(10) TIME SALES PRICE [Items (2)+(3)+(9)] .....	\$ 118,188.90	

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
 664 Rhone Ct. Glen Burnie Anne Arundel MD 21061  
 (Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 eighteen thousand one hundred eighty eight and 90/100\*\*\*\*\* Dollars (\$ 118,188.90 ) being the above indicated Contract Price (hereinafter called the "time balance") in \* successive monthly installments, commencing on the 9th day of June 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  
 LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE  
 CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

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

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

Date: April 24 19 90 BUYER(S)-MAKER(S):  
 Louis M. Matthews T/A (SEAL)  
 L.M. Matthews Trucking (Print Name of Buyer-Maker Here)  
 Accepted: Washington Freightliner, Inc (Print Name of Seller Here)  
 By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)  
 By: [Signature] (Print Name of Co-Buyer-Maker Here)  
 By: \_\_\_\_\_ (Witness as to Buyer's and Co-Maker's Signature)  
 By: \_\_\_\_\_ (Print Name of Co-Buyer-Maker Here)

This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

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

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

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

(Witness)

000 229

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 April 24, 1990

between Washington Freightliner, Inc.

, as Seller/Lessor/Mortgagee,

and Louis M. Matthews T/A L.M. Matthews Trucking 664 Rhone Court Glen Burnie, MD 21061

(Name)

(Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in 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 to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that 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 to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and 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. If any of our representations are or become untrue, we will immediately pay to OCAI the then unpaid balance outstanding under the contract without requiring OCAI to proceed against any person or property. In consideration of OCAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, OCAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. OCAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to OCAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in OCAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that OCAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon OCAI's request, pay to OCAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by OCAI in accordance with OCAI's usual procedures and will be such amount as will enable OCAI to receive, with respect to the contract, such rate of return as OCAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto OCAI any interest that we may have in the Property and/or any monies that OCAI may be holding for our account. Upon our execution hereof, we shall have no authority without OCAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract or (c) would have constituted an event of default during the term of this contract; and (2) the unpaid balance of the contract assigned, hereby is \$ 118,188.90

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24th day of April, 1990  
Washington Freightliner, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: \_\_\_\_\_

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

STATE OF MARYLAND

280741

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name Powerscreen Equipment Rental, Inc.

Address 1223 Dorsey Road Glen Burnie, MD 21061

2. SECURED PARTY

Name Stursa Equipment Company, Inc.

Address 1223 Dorsey Road Glen Burnie, MD 21061

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

4651480 0777 R03 T11:21

05/01/90

H. ERLE SCHAFER

AA 09. 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)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Powerscreen Equipment Rental, Inc.

[Signature]  
(Signature of Debtor)

MARVIN STURSA, V.P.  
Type or Print Above Name on Above Line

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

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

Stursa Equipment Company, Inc.

[Signature]  
(Signature of Secured Party)

MARVIN STURSA, Pres.  
Type or Print Above Signature on Above Line

1750

**CONDITIONAL SALE CONTRACT NOTE**

**TO:** Stursa Equipment Company, Inc. ("Seller") **FROM:** Powerscreen Equipment Rentals, Inc. ("Buyer")  
 1223 Dorsey Rd. Glen Burnie, MD 21061 1223 Dorsey Rd. Glen Burnie, MD 21061  
(Address of Seller) (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): <b>One (1) Powerscreen Commander Screening Plant S/N 5102665</b>	(1) TIME SALES PRICE .....	\$ 81,126.96
	(2) Less DOWN PAYMENT in Cash .....	\$ -0-
	(3) Less DOWN PAYMENT IN GOODS *(Trade-in Allowance) .....	\$ -0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 81,126.96
Record Owner of Real Estate: _____		

**\*Description of any Trade-In:**

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
1223 Dorsey Rd. Glen Burnie Anne Arundel MD 21061  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 Eighty one thousand one hundred twenty six and 96/100\*\*\*\*\* Dollars (\$ 81,126.96) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 24th day of May, 19 90, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 3,380.29 and the final installment being in the amount of \$ 3,380.29 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: April 24, 19 90 **BUYER(S)-MAKER(S):**  
 Accepted: Stursa Equipment Company, Inc. (SEAL) Powerscreen Equipment Rentals, Inc. (SEAL)  
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: [Signature] By: [Signature]  
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
 By: \_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)  
 This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

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

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

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

} Signature  
of  
Seller

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

(Witness)

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to 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 April 24, 1990

between Stursa Equipment Company, Inc., as Seller/Lessor/Mortgagee and Powerscreen Equipment Rentals, Inc. 1223 Dorsey Rd. Glen Burnie, MD 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in 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 unmaturred 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 \$ 81,126.96

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24th day of April, 1990.

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

By: [Signature]

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

555 234

Anne Arundel County  
C-02-08350-9

STATE OF MARYLAND

280742

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPED OR PRINTED 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 Powerscreen Equipment Rentals, Inc.  
Address 1223 Dorsey Road Glen Burnie, MD 21061

2. SECURED PARTY

Name Stursa Equipment Company, Inc.  
Address 1223 Dorsey Road Glen Burnie, MD 21061

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. COURT  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

RECORD FEE 17.00  
POSTAGE .50  
#651490 CTTT R03 T11:21  
CK 05/01/90

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Powerscreen Equipment Rentals, Inc.

[Signature]  
(Signature of Debtor)

MARVIN STURSA, V.P.  
Type or Print Above Name on Above Line

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

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

Stursa Equipment Company, Inc.

[Signature]  
(Signature of Secured Party)

MARVIN STURSA, Pres.  
Type or Print Above Signature on Above Line

M'su

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

BOOK 000 PAGE 235

TO: Stursa Equipment Company, Inc. ("Seller") FROM: Powerscreen Equipment Rentals, Inc. ("Buyer")  
 1223 Dorsey Rd. Glen Burnie, MD 21061 1223 Dorsey Rd. Glen Burnie, MD 21061  
(Address of Seller) (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): <b>One (1) Powerscreen Commander Screening Plant with 2 decks 5x10 S/N 5102440</b> <b>One (1) Powerscreen Trident II Screening Plant S/N 3600253</b>	(1) TIME SALES PRICE .....	\$ 170,197.44
	(2) Less DOWN PAYMENT in Cash .....	\$ -0-
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) .....	\$ -0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 170,197.44
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:  
1223 Dorsey Rd. Glen Burnie Anne Arundel MD 21061  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 seventy thousand one hundred ninety seven and 44/100\*\*\* Dollars (\$ 170,197.44 ) being the above indicated Contract Price (hereinafter called the "time balance") in 12 successive monthly installments, commencing on the 24th day of May, 19 90 and continuing on the same date each month thereafter until paid; the first 11 installments each being in the amount of \$ 14,183.12 and the final installment being in the amount of \$ 14,183.12 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: April 24, 19 90 BUYER(S)-MAKER(S):  
 Accepted: Stursa Equipment Company, Inc. (SEAL) Powerscreen Equipment Rentals, Inc. (SEAL)  
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: [Signature] By: [Signature]  
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
 By: \_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

3

BOOK 555 PAGE 237

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 April 24, 1990, between Stursa Equipment Company, Inc., as Seller/Lessor/Mortgagee and Powerscreen Equipment Rentals, Inc. 1223 Dorsey Rd. Glen Burnie, MD 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in 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 \$ 170,197.44. IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24th day of April, 19 90.

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

By: [Signature]

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

STATE OF MARYLAND

280741

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name Powerscreen Equipment Rental, Inc.  
Address 1223 Dorsey Road Glen Burnie, MD 21061

2. SECURED PARTY

Name Stursa Equipment Company, Inc. RECORD FEE 17.00  
Address 1223 Dorsey Road Glen Burnie, MD 21061 POSTAGE .50

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.

#351480 0777 R03 T11:21  
05/01/90  
H. ERLE SCHAFER  
AA 02, 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

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Powerscreen Equipment Rental, Inc.

[Signature]  
(Signature of Debtor)

MARVIN STURSA, V.P.  
Type or Print Above Name on Above Line

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

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

Stursa Equipment Company, Inc.

[Signature]  
(Signature of Secured Party)

MARVIN STURSA, Pres.  
Type or Print Above Signature on Above Line

1750

CONDITIONAL SALE CONTRACT NOTE

TO: Stursa Equipment Company, Inc. ("Seller") FROM: Powerscreen Equipment Rentals, Inc. ("Buyer")
1223 Dorsey Rd. Glen Burnie, MD 21061 1223 Dorsey Rd. Glen Burnie, MD 21061

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

Table with 2 columns: Description of property purchased and financial terms. (1) TIME SALES PRICE \$ 81,126.96; (2) Less DOWN PAYMENT in Cash \$ -0-; (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-; (4) CONTRACT PRICE (Time Balance) \$ 81,126.96.

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1223 Dorsey Rd. Glen Burnie Anne Arundel MD 21061

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 Eighty one thousand one hundred twenty six and 96/100 Dollars (\$ 81,126.96) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 24th day of May 19 90 and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 3,380.29 and the final installment being in the amount of \$ 3,380.29 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

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

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: April 24, 19 90 BUYER(S)-MAKER(S):
Accepted: Stursa Equipment Company, Inc. (SEAL) Powerscreen Equipment Rentals, Inc. (SEAL)
By: [Signatures] Co-Buyer-Maker: [Signature] (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
(Witness as to Buyer's and Co-Maker's Signature) By:

This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

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

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. 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 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. All representations, warranties and agreements therein executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. This assignment and endorsement has been contained and 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\_\_\_\_ (Witness) \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller  
 By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

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 April 24, 1990

between Stursa Equipment Company, Inc. as Seller/Lessor/Mortgagee and Powerscreen Equipment Rentals, Inc. 1223 Dorsey Rd. Glen Burnie, MD 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in 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 \$ 81,126.96

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24th day of April, 1990.

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

By: [Signature]

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

STATE OF MARYLAND

280742

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

If transaction or transactions wholly or partially subject to records-  
don't tax indicate amount of taxable debt here. \$ 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 Powerscreen Equipment Rentals, Inc.  
Address 1223 Dorsey Road Glen Burnie, MD 21061

2. SECURED PARTY

Name Stursa Equipment Company, Inc.  
Address 1223 Dorsey Road Glen Burnie, MD 21061

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

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

#651490 CTTT R03 T11:21

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

CK 05/01/90

"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:  
H. ERLE SCHAFER  
Orix Credit Alliance, INC. DISTRICT COURT  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Powerscreen Equipment Rentals, Inc.  
[Signature]  
(Signature of Debtor)

MARVIN STURSA, V.P.  
Type or Print Above Name on Above Line

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

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

Stursa Equipment Company, Inc.

[Signature]  
(Signature of Secured Party)

MARVIN STURSA, Pres.  
Type or Print Above Signature on Above Line

M/S

CONDITIONAL SALE CONTRACT NOTE

BOOK 000 PAGE 235

TO: Stursa Equipment Company, Inc. ("Seller") FROM: Powerscreen Equipment Rentals, Inc. ("Buyer")  
 1223 Dorsey Rd. Glen Burnie, MD 21061 1223 Dorsey Rd. Glen Burnie, MD 21061  
(Address of Seller) (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): <b>One (1) Powerscreen Commander Screening Plant with 2 decks 5x10 S/N 5102440</b> <b>One (1) Powerscreen Trident II Screening Plant S/N 3600253</b>	(1) TIME SALES PRICE .....	\$ 170,197.44
	(2) Less DOWN PAYMENT In Cash .....	\$ -0-
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) .....	\$ -0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 170,197.44
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:  
1223 Dorsey Rd. Glen Burnie Anne Arundel MD 21061  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 seventy thousand one hundred ninety seven and 44/100\*\*\* Dollars (\$ 170,197.44 ) being the above indicated Contract Price (hereinafter called the "time balance") in 12 successive monthly installments, commencing on the 24th day of May, 19 90, and continuing on the same date each month thereafter until paid; the first 11 installments each being in the amount of \$ 14,183.12 and the final installment being in the amount of \$ 14,183.12 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: April 24, 19 90 BUYER(S)-MAKER(S):  
 Accepted: Stursa Equipment Company, Inc. (SEAL) Powerscreen Equipment Rentals, Inc. (SEAL)  
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: [Signature] By: [Signature]  
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
 By: \_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

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**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

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

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

555 RE 237

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 April 24, 1990

between Stursa Equipment Company, Inc. as Seller/Lessor/Mortgagee and Powerscreen Equipment Rentals, Inc. 1223 Dorsey Rd. Glen Burnie, MD 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in 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 \$ 170,197.44.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24th day of April, 19 90.

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

By: [Signature]

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

CA-L-5A

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280743

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 March 28, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

NOT SUBJECT TO RECORDATION TAX

1. LESSEE

Name George R. Ruhl & Son, Inc.
Address 7451 Race Road Hanover, MD 21076

2. LESSOR

THE FIRST NATIONAL BANK OF MARYLAND
6704 CURTIS COURT BANC 122-130
GLEN BURNIE, MARYLAND 21061
ATTN: Marie Rector

3. Maturity date of obligation (if any) February 28, 1993

RECORD FEE 11.00

#651530 0777 R03 T11:25

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

CK 05/01/90

Equipment leased by Lessor or Lessee, including the following, and all substitutions therefor, replacements thereof, and parts, accessories, repairs and additions incorporated therein and/or affixed thereto, and all repair records, manuals and warranties for the benefit thereof (Describe below and on Exhibit, if more space is needed):

Name and address of Assignee
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Conv Scrubber w/Bat & PRBR #H-305700 Retriever s/Batt #H-467800
Auto Bat Chgr #A-372974 Opt. Side Broom #A-467832
Dura-Grit Brushes #A-505393 Auto. Bat Chgr #A-206980

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)

By: [Signature]
(Signature of Lessee)
George R. Ruhl, III
Type or Print Above Name on Above Line

THE FIRST NATIONAL BANK OF MD.
By: [Signature]
(Signature of Lessor)
E. Marie Rector, Consumer Credit Exec.
Type or Print Above Signature on Above Line

By: \_\_\_\_\_
(Signature of Lessee)
Type or Print Above Signature on Above Line

Filing Location:
SDAT
Baltimore City
Anne Arundel County

11

555 239

STATE OF MARYLAND

280744

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. \$ 79,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$553.00.  
This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert A. Ballantine, Inc.  
Address 1797 Dorsey Road Hanover, MD 21076

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 553.00  
POSTAGE CK .50  
#651580 0777 R03 T11:36  
05/01/90

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)

Robert A. Ballantine, Inc.

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

Orix Credit Alliance, Inc.

Type or Print Above Name on Above Line

Robert A. Ballantine  
(Signature of Debtor)

Patrick White  
(Signature of Secured Party)

ROBERT A. BALLANTINE  
Type or Print Above Signature on Above Line

PATRICK WHITE, ASST. VICE PRES.  
Type or Print Above Signature on Above Line

17  
553  
-50

555 PAGE 240

ORIX CREDIT ALLIANCE, INC.  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 23rd day of April, 1990 by and between

Robert A. Ballantine, Inc., having its principal place of business at

(Name of Mortgagor)

1797 Dorsey Road Hanover, MD 21076

(Address of Mortgagor)

Orix Credit Alliance, Inc.

"Mortgagee";

"Mortgagor", and

[If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.]

WITNESSETH:

1. To secure the prompt payment, with interest thereon, 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, mortgages 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, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/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 and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/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 directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt 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. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees 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 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 of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. 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; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good 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 (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become a 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 of 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 may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects 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 full, prompt and faithful performance of any of the terms, conditions and provisions of 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 cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor 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 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, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements 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 become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or 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 to punctually and faithfully 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 made by Mortgagor and then held by 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 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 the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, 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 premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, 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. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 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 and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public 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 reasonable attorneys' fees (deemed to be 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 plus late charges thereon as provided above. 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. 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 jurisdiction 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, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when 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 with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

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 possession 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 such 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 Mortgagee under any circumstances to any obligations of Mortgagee to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgagee Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagee under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or other wise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise; and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option, shall be deemed a waiver of such right, privilege, remedy or option, and no waiver whatsoever 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 binding upon Mortgagee 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 Mortgagee and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original mortgagee hereunder shall inure 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 inure to the benefit of and shall bind the representatives, successors and assigns 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 Mortgagee fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and 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. Mortgagee, 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 Mortgagee 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 Mortgagee 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 Mortgagee 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 thus 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, Mortgagee has caused these presents to be duly executed, the day and year first above written

ATTEST: WITNESS  
Robert A. Ballantine, Inc. (Seal)  
By: *Robert A. Ballantine* Mortgagee  
Secretary/Witness (Title)

STATE OF Maryland }  
COUNTY OF Anne Arundel } ss  
Robert A. Ballantine  
being duly sworn, deposes and says:

1. He is the president of Robert A. Ballantine, Inc. (hereinafter called "Mortgagee"), described in and which executed the foregoing Mortgage. 2. Mortgagee 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 Mortgagee has the sole right and lawful authority to mortgage the same. 3. Mortgagee is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (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 Mortgagee, and no attachment or execution is now outstanding against any of Mortgagee's property. No receiver of Mortgagee has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagee, nor have there ever been any such proceedings affecting Mortgagee, and no assignment for the benefit of creditors has been made by Mortgagee. 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagee 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 (Notarial Seal)  
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 contained and considered therein mentioned.

(For Partnership) and known as and to be member of the partnership of \_\_\_\_\_

(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 \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ 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 that he knows the seal 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

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 23, 19 90 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	New Mack Chassis with a new 60,000 lb. inside/outside rail Hoist	1986	DM686S	1M2B126C3GA012338
One (1)	Caterpillar Track Type Tractor		D3	27Y4521
One (1)	Used John Deere Crawler Loader		555	349995T
One (1)	Used Caterpillar Loader		943	19Z487
One (1)	Ford with 22ft. Louisville flat bed	1979	F700	R71BUFE8345
One (1)	Ford Tractor W/Ford 60" Sleeper	1989	F700	1FDWK74A3KVA07655

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:

Robert A. Ballantine, Inc.

By: Robert A. Ballantine

STATE OF MARYLAND

280745

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 4/18/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Blanchfield, Robert J. T/A Blanchfield Nursery  
Address 478 Jumpers Hole Rd. Severn Park, MD 21146

2. SECURED PARTY

Name B & H Heavy Equipment Rental, Inc.  
Address 201 Ritchie Rd. Bldg. C Capitol Heights, MD 20743  
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. #651590 0777 R03 T11:3  
P.O. Box 1680  
500 DiGuilian Blvd.  
Glen Burnie, MD 21061

RECORD FEE 18.00  
POSTAGE CK .50  
05/01/90  
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)

MB

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)  
Robert J. Blanchfield T/A Blanchfield Nursery

[Signature]  
(Signature of Debtor)

ROBERT J. BLANCHFIELD  
Type or Print Above Name on Above Line

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

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

B & H Heavy Equipment Rental, Inc.

[Signature]  
(Signature of Secured Party)

PETER BABB, Pres.  
Type or Print Above Signature on Above Line

18.5

**CONDITIONAL SALE CONTRACT NOTE**

**TO:** B & H Heavy Equipment Rental, Inc. ("Seller") **FROM:** Robert J. Blanchfield T/A Blanchfield Nursery ("Buyer")  
201 Ritchie Rd. Bldg. C Capitol Heights, MD 20743 478 Jumpers Hole Rd. Severn Park, MD  
(Address of Seller) (Address of Buyer) **21146**

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

Description of property purchased (include make, year, model identification, model and serial numbers or marks): <b>One (1) Used Caterpillar Model 963 Crawler Loader, S/N 29S833</b>	(1) CASH SALE PRICE .....	\$ 71,899.00
	(2) DOWN PAYMENT in Cash .....	\$ 15,000.00
	(3) DOWN PAYMENT in Goods* (Trade-in Allowance) .....	\$ -0-
	(4) UNPAID BALANCE [Items (1) - (2) - (3)] .....	\$ 56,899.00
	(5) INSURANCE and other Benefits .....	\$ -0-
	Types of coverage and benefits .....	150.00
	(6) OFFICIAL or DOCUMENTARY FEES .....	\$
	Describe and Itemize .....	\$ 57,049.00
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] .....	\$ 15,767.00
	(8) FINANCE CHARGE (Time Price Differential) .....	\$ 72,816.00
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] .....	\$ 87,816.00	
(10) TIME SALES PRICE [Items (2)+(3)+(9)] .....	\$	

\*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:  
478 Jumpers Hole Rd. Severn Park Anne Arundel MD 21146  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 Seventy two thousand eight hundred sixteen and 00/100 \*\*\*\*\* Dollars (\$ 72,816.00 ) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 23rd day of May 19 90, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,517.00 and the final installment being in the amount of \$ 1,517.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

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

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

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

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

Date: 4/18/90 19\_\_\_\_ BUYER(S)-MAKER(S):  
 Accepted: B & H Heavy Equipment Rental, Inc. (SEAL) Robert J. Blanchfield T/A (SEAL)  
(Print Name of Seller Here) Blanchfield Nursery  
 By: [Signature] OWNER  
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
 By: \_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

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

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

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to 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 \_\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature of Seller

By: \_\_\_\_\_

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

(Witness)

ASSIGNMENT

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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 April 18, 1990

between B & H Heavy Equipment Rental, Inc. as Seller/Lessor/Mortgagee, Robert J. Blanchfield T/A and Blanchfield Nursery 478 Jumpers Hole Rd. Severn Park, MD 21146 (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 to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that 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 to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and 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. If any of our representations are or become untrue, we will immediately pay to OCAI the then unpaid balance outstanding under the contract without requiring OCAI to proceed against any person or property. In consideration of OCAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, OCAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. OCAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to OCAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in OCAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that OCAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon OCAI's request, pay to OCAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by OCAI in accordance with OCAI's usual procedures and will be such amount as will enable OCAI to receive, with respect to the contract, such rate of return as OCAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto OCAI any interest that we may have in the Property and/or any monies that OCAI may be holding for our account. Upon our execution hereof, we shall have no authority without OCAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract or (c) would have constituted an event of default during the term of this contract; and (2) the unpaid balance of the contract assigned, hereby is \$ 72,816.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 18th day of April, 1990

B & H Heavy Equipment Rental, Inc. (Seal)

(Seller/Lessor/Mortgagee)

By: [Signature]

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

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Anne Arundel County  
C-02-08363-2

280746

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name Seay, Henry W. T/A HWS Trucking  
Address 1277 Lavall Dr. Davidsonville, MD 21805

2. SECURED PARTY

Name Beltway Ford Truck Sales, Inc.  
Address 8300 Ardwick-Ardmore Rd. Landover, MD 20785  
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. RECORD FEE 18.00  
P.O. Box 1680 POSTAGE .50  
500 DiGuilian Blvd. #651600 0777 R03 T11:38  
Glen Burnie, MD 21061 CK 05/01/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)  
Henry W. Seay T/A HWS Trucking

[Signature]  
(Signature of Debtor)  
HENRY W. SEAY  
Type or Print Above Name on Above Line

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

Beltway Ford Truck Sales, Inc.  
[Signature]  
(Signature of Secured Party)  
S. Boun-  
Type or Print Above Signature on Above Line

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ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

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TO: Beltway Ford Truck Sales, Inc. ("Seller") FROM: Henry W. Seay T/A HWS Trucking ("Buyer")  
 8300 Ardwick-Ardmore Rd. Landover, MD 20785 1277 Lavall Dr. Davidsonville, MD 21805  
(Address of Seller) (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): <b>Three (3) 1990 Ford Model LTL9000 Dump Trucks, S/N 1FDZA90X7LVA04460, 1FDZA90X2LVA296-85, <del>1FDZA90X1LVA04454</del> 1FDZA90XXLVA29420</b> <b>*See Schedule "A" attached hereto and made a part hereof for payment schedule</b>	(1) TIME SALES PRICE .....\$ <b>388,957.59</b>
	(2) Less DOWN PAYMENT In Cash .....\$ <b>33,812.94</b>
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) .....\$ <b>-0-</b>
	(4) CONTRACT PRICE (Time Balance) .....\$ <b>355,144.65</b>
	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:  
1277 Lavall Dr. Davidsonville Anne Arundel MD 21805  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 Three hundred fifty five thousand one hundred forty four and 65/100\*\* Dollars (\$ 355,144.65 ) being the above indicated Contract Price (hereinafter called the "time balance") in \_\_\_\_\_ successive monthly installments, commencing on the 9th day of June, 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: 4-23-90 19\_\_\_\_ BUYER(S)-MAKER(S):  
 Accepted: Beltway Ford Truck Sales, Inc. (SEAL) Henry W. Seay T/A HWS Trucking (SEAL)  
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: [Signature] By: [Signature]  
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
 By: \_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

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BOOK 555 PAGE 248-A

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale, applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

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

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

ASSIGNMENT

BOOK 555 PAGE 248-B

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 April 23, 1990

between Beltway Ford Truck Sales, Inc. as Seller/Lessor/Mortgagee, and Henry W. Seay T/A HWS Trucking 1277 Lavall Dr. Davidsonville, MD 21805

(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 per-

taining 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 to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that 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 to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and 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. If any of our representations are or become untrue, we will immediately pay to OCAI the then unpaid balance outstanding under the contract without requiring OCAI to proceed against any person or property. In consideration of OCAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, OCAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. OCAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to OCAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in OCAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that OCAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon OCAI's request, pay to OCAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by OCAI in accordance with OCAI's usual procedures and will be such amount as will enable OCAI to receive, with respect to the contract, such rate of return as OCAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto OCAI any interest that we may have in the Property and/or any monies that OCAI may be holding for our account. Upon our execution hereof, we shall have no authority without OCAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract or (c) would have constituted an event of default during the term of this contract; and (2) the unpaid balance of the contract assigned, hereby is \$ 355,144.65

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 4-23-90 day of \_\_\_\_\_, 19\_\_\_\_

Beltway Ford Truck Sales, Inc. (Seal) (Seller/Lessor/Mortgagee)

By: [Signature]

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

555 249

STATE OF MARYLAND

280747

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.

THIS FINANCING STATEMENT IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

1. Lessee:

Name SHAW & SONS, INC., T/A SHAW & SONS AMUSEMENTS
Address 600 Shaw Rd., Severn, MD 21144

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation
Address P.O. Box 157, Willow Grove, PA 19090

RECORD FEE 12.00
#651610 0777 R03 T11:38
05/01/90

Return to

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

(1) Electrofreeze Soft Serve Machine #30TNCAB S/N KT3295

Name and address of Assignee
REGENT NATIONAL BANK
1430 Walnut Street
Philadelphia, PA 19102

CHECK THE LINES WHICH APPLY

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

Type or Print Above Name on Above Line
Signature of Debtor
Ralph E. Shaw, President
SHAW & SONS, INC.
T/A SHAW & SONS AMUSEMENTS

Signature of Secured Party
Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

12

555 250

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) Sheir, Robert 545 Tranquil Ct. Odenton, MD 21113	2. Secured Party(ies) and address(es) Industrial Indemnity Company c/o Financial Guaranty Associates 330 East Kilbourn Avenue Suite 1170 Milwaukee, WI 53202	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
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4. This statement refers to original Financing Statement bearing File No #257533 Lib 487, Pg 291  
 Filed with Anne Arundel Co., MD Date Filed 7-29-85 1985

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above to the property described in Item 10.  
 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 VMS National Residential  
Portfolio I. Please amend debtor information as follows: 314 Raussell Place  
Severna Park, MD 21146

By: Leslie Gesme, authorized signatory for VMS Realty Investment, LTD., attorney-in-fact for Robert Sheir  
 By: Industrial Indemnity company  
[Signature]  
 By: Attorney-in-fact under power of attorney  
 Signature(s) of Secured Party(ies)

RECORD FEE 10.00  
 POSTAGE .50  
 H. ERLE SCHAFER  
 05/01/90  
 ANNE ARUNDEL COUNTY CIRCUIT COURT

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

555 251

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

1. Debtor(s) (Last Name First) and address(es)  
Pritt, Fred  
1301 Holiben Road  
Severna Park, MD 21146

2. Secured Party(ies) and address(es)  
Industrial Indemnity Company  
c/o Financial Guaranty Associates  
330 East Kilbourn Avenue  
Suite 1170  
Milwaukee, WI 53202

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

DJ

RECORD FEE 10.00  
POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. #257582, Page 290, Liber 487  
Filed with Anne Arundel Co., MD Date Filed 7-29-85 19

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number #257582, is terminated.
- 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.

H. ERLE SCHAFER

MD CO. CIRCUIT COURT

10. This financing statement covers the secured interest in VMS National Residential Portfolio I. Please amend debtor information as follows: 2 Evergreen Road  
Severna Park, MD 21146

11314/FO20758CC

No. of additional Sheets presented:

Leslie Gesme, authorized signatory for VMS Realty Investment, Ltd., attorney-in-fact for Fred Pritt

By: Industrial Indemnity Company

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

By: [Signature]  
By Attorney-in-fact under power of attorney  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

555 PAGE 252

AA 6-04  
10.50

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266703

RECORDED IN LIBER 509 FOLIO 600 ON MAR 30, 1987 (DATE)

1. DEBTOR

Name John T. Wills and Florence L. Wills (individuals)

Address 205 Scott Avenue, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp

Address 25 S. Charles Street, Baltimore, Maryland 21201

110 South Paca Street, Baltimore, Maryland 21201

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

3. Maturity date of obligation (if any)

RECORD FEE 10.00

POSTAGE .50

#651970 CY77 R03 T12:05

05/01/90

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Debtors Name Change From: John T. Wills and Florence L. Wills To: Wills Bus Service, Inc.</p>	

ERLE SCHAFER

AA 60, CIRCUIT COURT

Wills Bus Service, Inc.

First Maryland Leasecorp

Florence L. Wills  
Florence L. Wills, President

Dated April 24, 1990

W. R. Brown, Asst. V.P.  
(Signature of Secured Party)  
Type or Print Above Name on Above Line

1000

280748

TO BE RECORDED AMONG THE  
FINANCING RECORDS

555 253

THIS TRANSACTION IS SUBJECT  
TO RECORDATION TAXES ON THE  
AMOUNT OF \$570,000.00  
WHICH HAVE BEEN PAID TO THE  
CLERK OF THE CIRCUIT COURT  
OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

1. DEBTOR(S) J. R. BAKER, INC.  
3 BEACH DRIVE  
SHERWOOD FOREST, MD 21405
  
2. SECURED PARTY KEY FEDERAL SAVINGS BANK  
7F GWYNNS MILL COURT  
OWINGS MILLS, MARYLAND 21117
  
3. This Financing Statement covers the following types of property: See Exhibit "A" attached hereto and made a part hereof.
  
4. If the above personal property is to be affixed to real property, describe real property: See Exhibit "B" attached hereto and made a part hereof.
  
5. Proceeds of collateral are covered.
  
6. Products of collateral are covered.

DEBTOR(S):

J. R. BAKER, INC.

BY: *J. Russell Baker*  
J. RUSSELL BAKER, President

RECORD FEE 13.00  
POSTAGE **CK** .50  
#652040 C777 R03 T12:42  
05/01/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO;  
Dackman, Heyman, Engel & Dackman  
2221 Maryland Avenue  
Baltimore, Maryland 21218  
D&H #5963

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EXHIBIT "A"

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, not or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinet, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

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

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interest and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel(s) of land (and the improvements now or hereafter existing thereon) situated in ANNE ARUNDEL COUNTY, Maryland, which said parcel(s) are more fully described:

SEE ATTACHED EXHIBIT "B"

WP/FINSTAT

EXHIBIT "B"

BOOK 555 PAGE 255

PARCEL ONE

BEGINNING FOR THE SAME on the south side of Locksley Drive at the Northernmost end of the division line between Lots 9 and 8A as shown on the Plat of Locksley-Section Two-First Revision, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32 at Page 93, and leaving said Locksley Drive and running thence with and binding on said division line and running reversely with and binding on the Sixth or North 10 degree 27 minute 16 second East 42.00 feet line, being a common boundary with Lot 9 as aforesaid of that parcel of land which by deed dated January 17, 19721 and recorded among the Land Records of Anne Arundel County, Maryland in Liber MSH No. 2463 at folio 550 was granted and conveyed by Carter D. Messick, Jr., and Ann D. Messick, his wife, to Robert J. Maetsch and Judith M. Maetsch, his wife, on course in all:

(1) South 17 degrees 21 minutes 10 seconds West 244.03 feet, thence running reversely with and binding on the fifth, fourth and third lines of that parcel of land described in the deed mentioned above, (2) North 64 degrees 30 minutes 50 seconds West 75.00 feet, (3) North 53 degrees 30 minutes 50 seconds West 155.00 feet, and (4) North 43 degrees 03 minutes 03 seconds West 00.09 feet, thence reversely with and binding on the second line of the parcel of land described in the deed mentioned above and continuing with the division line between Lots 9 and 10A as shown on the plat mentioned above, and passing over an iron pipe at 75.00 feet, one course in all, (5) North 74 degrees 21 minutes 30 seconds East 301.22 feet to the South side of Locksley Drive as aforesaid thence running with and binding on the South side of said Locksley Drive, as aforesaid, (6) 44.70 feet along the arc of a curve to the left having a radius of 45.00 feet, to the place of beginning, containing 1.0176 acres of land, more or less, as shown on said plat.

SUBJECT, HOWEVER, to an area of restriction of major clearing or grading as shown on said plat and more particular described as follows:

BEGINNING FOR THE SAME at the end of the first line of the parcel of land described hereinabove, and running thence with and binding on the second, third, fourth and part of the fifth lines of said parcel, the following four (4) courses and distances, viz: (1) North 64 degrees 30 minutes 50 seconds west 75.00 feet, (2) North 53 degrees 30 minutes 50 seconds west 155.0 feet, (3) North 43 degrees 03 minutes 05 seconds west 80.09 feet, and (4) North 74 degrees 21 minutes 30 seconds east 75.00 feet, thence leaving said line and running across Lot 9 as aforesaid, the following two (2) courses and distances, viz: (5) South 36 degrees 06 minutes 20 seconds East 70.00 feet, and (6) South 54 degrees 52 minutes 29 seconds East 173.16 feet to a point on and distant 42.00 feet from the end of the first line of the parcel described hereinabove, thence running with and binding on part of sale line (7) South 17 degrees 21 minutes 10 seconds west 42.00 feet, to the place of beginning as shown on said plat.

PARCEL TWO

BEING KNOWN AND DESIGNATED as Lots 6A, 7A, 8A, 10A, 11A, 12A as shown on the recorded plat of Locksley, Section 2, first revision, recorded among the Plat Records of Anne Arundel County in Plat Book 32, folio 93 and all that lot of ground and premises lying within the road bed of Locksley Drive on said plat.

BEING the same property described in a Deed dated September 23, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4702, folio 277 which was granted and conveyed by Trendsetter Housing Corporation unto J. R. Baker, Inc.

STATE OF MARYLAND

280749

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

If transaction or transactions wholly or partially subject to records-  
don't tax indicate amount of taxable debt here. \$ 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 Hofmann, Vincent W.

Address 118 Highland Road Glen Burnie, MD 21061

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

#651550 0777 R03 T11:25

05/01/90

H. ERLE SCHAFER

11th 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, Maryland 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)

Vincent W. Hofmann

Vincent W. Hofmann  
(Signature of Debtor)

VINCENT W. HOFMANN  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

White GMC Trucks of Baltimore

T.C. Rowe  
(Signature of Secured Party)

T.C. Rowe  
Type or Print Above Signature on Above Line

MS

**CONDITIONAL SALE CONTRACT NOTE**

**TO:** White GMC Trucks of Baltimore ("Seller") **FROM:** Vicent W. Hofmann ("Buyer")  
7014 E. Baltimore Street Baltimore, MD 21224 118 Highland Road Glen Burnie, MD 21061  
(Address of Seller) (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):  <u>One (1) 1989 White Model W1AD4TES Tractor S/N 4V1WDBCH1KN622089</u>	(1) CASH SALE PRICE .....	\$ <u>74,813.00</u>
	(2) DOWN PAYMENT in Cash .....	\$ <u>7,481.30</u>
	(3) DOWN PAYMENT in Goods* (Trade-In Allowance) .....	\$ <u>-0-</u>
	(4) UNPAID BALANCE [Items (1) - (2) - (3)] .....	\$ <u>67,331.70</u>
	(5) INSURANCE and other Benefits .....	\$ <u>-0-</u>
	Types of coverage and benefits .....	
	(6) OFFICIAL or DOCUMENTARY FEES .....	\$ <u>200.00</u>
	Describe and Itemize .....	
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] .....	\$ <u>67,531.70</u>
	(8) FINANCE CHARGE (Time Price Differential) .....	\$ <u>25,223.30</u>
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] .....	\$ <u>92,755.00</u>	
(10) TIME SALES PRICE [Items (2)+(3)+(9)] .....	\$ <u>90,273.70</u>	

\*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:  
118 Highland Road Glen Burnie Anne Arundel Maryland  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 Ninety two thousand seven hundred sixty and 00/100 \*\*\*\*\* Dollars (\$ 92,755.00 ) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 24th day of May 19 90 and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,546.00 and the final installment being in the amount of \$ 1,546.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

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

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

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

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

Date: 4/23 19 90 **BUYER(S)-MAKER(S):** \_\_\_\_\_ (SEAL)  
 Accepted: White GMC Trucks of Baltimore (SEAL) Vicent W. Hofmann (Print Name of Buyer-Maker Here)  
 By: [Signature] By: [Signature] (SEAL)  
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
 By: \_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_



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 April 23, 1990

between White GMC Trucks of Baltimore, as Seller/Lessor/Mortgagee and Vicent W. Hofmann 118 Highland Road Glen Burnie, MD 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in 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 \$ 92,760.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 23rd day of April, 1990.

White GMC Trucks of Baltimore (Seal) (Seller/Lessor/Mortgagee) By: [Signature]

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

STATE OF MARYLAND

280750

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 April 20, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lofton Trucking, Inc.  
Address 124 Carroll Road Glen Burnie, MD 21061

RECORD FEE 17.00  
POSTAGE .50

2. SECURED PARTY

Name Harbor Truck Sales & Service, Inc.  
Address 2723 Annapolis Road Baltimore, MD 21230

#651540 6777 R03 T11:25  
GK 05/01/90

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

ERLE SCHAFFER  
HH 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

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Lofton Trucking, Inc.

Darl E. Lofton, Pres.  
(Signature of Debtor)

DARL E. LOFTON, Pres.  
Type or Print Above Name on Above Line

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

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

Harbor Truck Sales & Service, Inc.

E. S. Dentz  
(Signature of Secured Party)

E. S. Dentz  
Type or Print Above Signature on Above Line

17.50

CONDITIONAL SALE CONTRACT NOTE

TO: Harbor Truck Sales & Service, Inc. ("Seller") FROM: Lofton Trucking, Inc. ("Buyer")
2723 Annapolis Road Baltimore, MD 21230 124 Carroll Road Glen Burnie, MD 21061

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

Table with 2 columns: Description of property purchased and Financial details. Includes items like 'One (1) 1990 Freightliner Model' and 'TIME SALES PRICE \$111,297.60'.

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: 124 Carroll Road Glen Burnie Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 Ninety nine thousand two hundred ninety seven and 60/100 \*\*\*\*\* Dollars (\$ 99,297.60)

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.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: April 20, 1990 BUYER(S)-MAKER(S): Harbor Truck Sales & Service, Inc. (SEAL) Lofton Trucking, Inc. (SEAL)
By: E. S. Dentz By: [Signature] (SEAL)

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

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

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

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to 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 \_\_\_\_\_

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

Signature of Seller

(Witness)

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

ASSIGNMENT

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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 April 20, 1990

between Harbor Truck Sales & Service, Inc. as Seller/Lessor/Mortgagee, and Lofton Trucking, Inc. 124 Carroll Road Glen Burnie, MD 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in 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 to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that 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 to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and 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. If any of our representations are or become untrue, we will immediately pay to OCAI the then unpaid balance outstanding under the contract without requiring OCAI to proceed against any person or property. In consideration of OCAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, OCAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. OCAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to OCAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in OCAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that OCAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon OCAI's request, pay to OCAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by OCAI in accordance with OCAI's usual procedures and will be such amount as will enable OCAI to receive, with respect to the contract, such rate of return as OCAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto OCAI any interest that we may have in the Property and/or any monies that OCAI may be holding for our account. Upon our execution hereof, we shall have no authority without OCAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment. We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract or (c) would have constituted an event of default during the term of this contract; and (2) the unpaid balance of the contract assigned, hereby is \$ 99,297.60

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 23rd day of April, 1990 Harbor Truck Sales & Service, Inc. (Seal) (Seller/Lessor/Mortgagee)

By: [Signature] E. S. Dentz

(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-R

ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
P.O. BOX 751, ANNAPOLIS, MD 21404

FINANCING STATEMENT  
COUNTY

DATE: April 25, 1990

(XX) NOT SUBJECT TO RECORDATION TAX

( ) SUBJECT TO RECORDATION TAX OF \$ \_\_\_\_\_  
TAXABLE AMOUNT OF DEBT \$ \_\_\_\_\_

NAME OF DEBTOR(S): Partners Hair Design, Inc.

ADDRESS: 2005 West Street  
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
P.O. BOX 751, ANNAPOLIS, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

FURNITURE, FIXTURES, EQUIPMENT, INVENTORY, ACCOUNTS RECEIVABLE NOW OWNED  
AND HEREAFTER ACQUIRED, EXCLUDING MOTOR VEHICLES.

RECORD FEE 11.00

POSTAGE **GK** .50

#651560 0777 R03 T11:33

05/01/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR(S):  
Partners Hair Design, Inc.

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: Martha E. Dobson President  
Martha Dobson, President

BY: Robert E. Mann  
(AUTHORIZED SIGNATURE)

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

Robert E. Mann, Vice President  
(TYPE NAME AND TITLE)

NOTE: TYPE NAME UNDER EACH  
SIGNATURE AND IF COMPANY, TYPE NAME  
OF COMPANY AND NAME OF AUTHORIZED  
SIGNER.

11.50

280752

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 20,700.00

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

Name of Debtor  
Irvine Access Floors, Inc

Address  
Rt 170 & Dorsey Road  
Harmans, MD 21077

SECURED PARTY

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

Attach separate  
list if necessary

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

See Attached Exhibit A made a part hereof

hardware and software associated with a local area network

RECORD FEE 11.00

RECORD TAX 147.00

POSTAGE CK .50

#652050 0777 R03 T13+43

05/01/90

H. ERLE SCHAFER

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

AA CO. CIRCUIT COURT

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

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

Debtor (or Assignor)  
Irvine Access Floors, Inc  
By Scott Hennen  
Scott Hennen, Controller

Secured Party (or Assignee)

FARMERS NATIONAL  
BANK OF MARYLAND

BY

R. Till

Russell R. Till, Vice President

Type or print names under signatures

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

1975

40919

<u>Make &amp; Model</u>	<u>Monitor</u>	<u>CPU</u>
File Server	4015871	
DTK Tech-1000	90608080	A91211375
DTK Tech-1000	90605693	A91211376
DTK Tech-1230	91103818	E91205206
DTK Tech-1230	91104046	E91205243
DTK Tech-1000	90605702	A91211161

SOFTWARE

LOTUS SERIAL NUMBERS

Real World - Accounting Software

<u>NAME</u>	<u>SERIAL NUMBER</u>
Programs	RW0090004016
Accounts Payable	AP0090001872
Accounts Receivable	AR0090001583
General Ledger	GL0090002879
Inventory Control	IC0090000441
Job Cost	IC0090000293
Order Entry	OE0090000409
Payroll	PR0090001557
Professional Invoicing	PI0090000448
Purchase Order	PO0090000349
Sales Analysis	SA0090000249

1110010610049426
1110010610049432
1110010600013645
1110010610049424
1110010610049428

WORDPERFECT SERIAL NUMBERS

WP510081114
WP510081097
WP510194027
WP510081115
WP510081135

Network Software - Novell Version 2.15

<u>Name</u>	<u>Serial Number</u>
Advanced Netware OSOBJ	127-011058-001
Netware System	127-010877-001
Netware BRGEN-1	127-010855-001
Netware BRGEN-2	127-010856-001
Netware BRGEN-3	127-011062-001
Netware SHGEN-1	127-010874-001
Netware SHGEN-2	127-010875-001
Netware BTRIEVE Programs	127-000016-001
Netware BTRIEVE Utilites	127-100017-001
Netware Help PRGMS-1	127-011071-001
Netware Help SUPERVISOR	127-011064-001
Netware Help APPL LIST-1	127-011068-001
Netware Help APPL LIST-2	127-011069-001
Netware Help APPL LIST-3	127-011070-001
Netware Diagnostics	127-010858-001
Netware OSEXE-1	127-010863-001
Netware OSEXE-2	127-010864-001
Netware BRUTILS	127-010857-001
Netware UTILEXE-1	127-010878-001
Netware UTILEXE-2	127-010879-001
Netware SUPERVISOR TUTORIAL	127-010882-001
Netware USER-TUTORIAL-1	127-010883-001
Netware USER-TUTORIAL-2	127-010884-001

Netware PUBLIC-1	127-010865-001
Netware PUBLIC-2	127-010866-001
Netware PUBLIC-3	127-010867-001
Netware PUBLIC-4	127-010868-001
Netware PUBLIC-5	127-010869-001
Netware PUBLIC-6	127-010870-001
Netware PUBLIC-7	127-010871-001
Netware PUBLIC-8	127-010872-001
Netware PUBLIC-9	127-010873-001
Netware NETGEN	127-010862-001
Netware SUPPORT	137-000657-001
Netware ADVANCED NETWORK	137-000662-001
Netware AUXGEN	137-000656-001
Netware DSK_DRV_001	127-010859-001
Netware LAN_DRV_001	127-010860-001
Netware UTILOBT-1	127-010880-001
Netware UTILOBT-2	127-010881-001
Netware ANDOBT	127-011056-001
Netware ADOBJ	127-011055-001

040950

280753

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Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 90,000.00

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

Name of Debtor

Address

BAB, Ltd.

507 Bay Hills Drive  
Arnold, MD 21012

RECORD FEE 11.00  
RECORD TAX 630.00  
POSTAGE  .50

SECURED PARTY

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

H652060 0777 R03 713:43

Attach separate list if necessary

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

05/01/90

All furniture, fixtures and equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such furniture, fixtures and equipment; specifically including but not limited to, see attached Schedule A.

H. EDLE SCHAFER

CIRCUIT COURT

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

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

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

Debtor (or Assignor) BAB, Ltd.

Secured Party (or Assignee)

BY: *Thomas E. Bradley*  
Thomas E. Bradley

FARMERS NATIONAL BANK OF MARYLAND

BY: *Koss J. Selby, Jr. U.P.*  
Koss J. Selby, Jr. U.P.

Type or print names under signatures

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

*650*  
*S*

REQUIRED	QUANTITY		ITEM NUMBER	DESCRIPTION
	SHIPPED	B.O.		
1	1	0	3C1311	3Com 3S/511 Server 320MB/250MB
2	2	0	3C2100G	3Com 3+Mail Version 1.3.1
1	1	0	3C535	Terminator Kit
11	11	0	3C503	Etherlink II Board
3	3	0	020-0286-	12V Arche 286/12 20MB 1MB VGA
3	3	0	044-0286-	12V Arche 286/12 44MB 1MB VGA
2	2	0	111-0144-	01 3.5" 1.44MB Floppy Drive
1	1	0	T1000	Telebit 9600BPS Modem
3	3	0	SM2400	Hayes Smartmodem 2400 Baud Ext
1	1	0	ELG-P013	Elgar 563VA/500W W/ Failsafe 3
4	4	0	PPC	Parallel Printer Cable
4	4	0	SPC	Hayes-IBM Serial Cable
4	4	0	SK6-6	Tripp Lite Spike Protector
1	1	0	PC-ANY	PC Anywhere III
1	1	0	MS-MOUSE	MicroSoft Serial Mouse
3	3	0	T86-0286-	12M Arch 286 Workstation 1MB Mo
1	1	0	3C2304G	3+Remote Server 1.3.1
1	1	0	MISC	Cable - Estimate ONLY
1	1	0	MISC 1	Hardware Maint
2	2	0	2410	Okidata Facemark 2410
1	1	0	PQ-MP	Multiport Protocol Converter
1	1	0	XJ-PC068	Terminal Emulation Software
2	2	0	XJ-EYX-EY8105-M	Custom Made Modem Cable
2	2	0	MISC	Printer Quietizer

BAB, Ltd.

BY: Thomas E. Bradley  
Thomas E. Bradley

FINANCING STATEMENT

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Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$11,860.00.

1. Name of Debtor(s): SEVERN ATHLETIC CLUB, INC.  
Address: P.O. BOX 146  
SEVERN, MARYLAND 21144

280754

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:

1989 John Deere 750 Compact Utility Tractor  
Serial#CH0750S025335

RECORD FEE 11.00  
RECORD TAX 84.00  
POSTAGE CK .50

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

1838610 0345 R01 114:36  
05/01/90

(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): Severn Athletic Club, Inc.

Secured Party:

*Michael A. Severn, Chairman*  
.....  
*David H. Goff, Sr., Treasurer*  
.....

FIRST AMERICAN BANK OF MARYLAND

By: *Denise Sutton*  
.....  
Denise Sutton, Branch Officer  
(Type Name and Title)

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

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

11  
E4  
1  
C

555 PAGE 270

STATE OF MARYLAND

Retrun to IVT: 5100 Wisconsin Ave.  
N.W. #516  
Washington, DC 20016

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 280755

If transaction or transactions wholly 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 April 20, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Engine Distributors, Inc.  
Address 775 Annapolis Road, Gambrills, Maryland 21054, P.O. Box 57

2. SECURED PARTY

Name Fidelity Bank, N. A.  
Address Broad and Walnut Streets, Philadelphia, Pa. 19109

Attn: CCL (7WSP)  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

The accounts, inventory and chattel paper more particularly described on the attached Schedule "A".

Name and address of Assignee	
RECORD FEE	11.00
POSTAGE	.50

8335640 0345 R01 114:47  
CK 05/01/90

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Engine Distributors, Inc.

*Glenn Cummins*  
(Signature of Debtor)

GLENN CUMMINS  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Fidelity Bank, N.A.

*Joseph P. Laska*  
(Signature of Secured Party)

JOSEPH P. LASKA SRP.  
Type or Print Above Signature on Above Line

11/5

## SCHEDULE A

All of debtor's Inventory, wheresoever located, leased or furnished, or held by the debtor for sale or for lease or to be furnished under contracts of sale or service, and all raw materials, components, work in process and materials used, produced or consumed in the debtor's business as now or hereafter conducted, including all furnished merchandise and all other inventory (i) held by others for sale on consignment from the debtor, or sold by the debtor on a sale-or-return, on-memorandum or on-approval basis, (ii) returned to the debtor by a purchaser following a sale by the undersigned, or (iii) represented by a document of title. All accessories, accessions and parts at any time attached or added to items of inventory or used in connection therewith, including packing and shipping materials, all of which shall herein be deemed part of the debtor's inventory;

All accounts, accounts receivable, contract rights, all other forms of obligations owing to the debtor, chattel paper and general intangibles (including, without limitation, all existing and future rights, claims, benefits and proceeds under insurance policies, customer lists, choses in action, books, records, patents and patent applications, copyrights, trademarks, tradenames, blueprints and plans, trade secrets, sales contracts, licenses, formulas, tax and other types of refunds, tax attributes including carryovers and carrybacks, returned and unearned insurance premiums, product designs, drawings and technical data);

All proceeds (including insurance proceeds) and products and all accessions, substitutions and replacements of and to any of the foregoing; and

All ledger sheets, files, books, records, documents and instruments (including, without limitation, computer programs, tapes and related electronic data processing software) relating to any of the foregoing.

H:\USERS\GMH\MD.SCH

976

555 272

To be recorded with the  
Maryland State Department of Assessments  
and Taxation and in the Chattel Records of  
Anne Arundel, Baltimore, Montgomery and  
Prince George's Counties

280756

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTORS:

BANNER GLASS, INC.  
BANNER GLASS, INC. OF VA.  
7900 Fenton Street  
Silver Spring, Maryland 20910\*

\*See Attached Schedule A for additional addresses of Debtors.

RECORD FEE 18.00  
POSTAGE .50

#852330 0777 R03 T15418  
CK 05/01/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

2. NAME AND ADDRESS OF SECURED PARTY:

MARYLAND NATIONAL BANK  
6100 Executive Boulevard Suite 500  
Rockville, Maryland 20852

3. Debtors individually and collectively assign to Secured Party and  
grant to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtors in and to inventory of  
every type and description, now owned and hereafter acquired and wherever  
located, including, without limitation, raw materials, work in process,  
finished goods, goods returned or repossessed or stopped in transit, goods  
used for demonstration, promotion, marketing or similar purposes, property in,  
on or with which any of the foregoing may be stored or maintained, all  
materials and supplies usable or used or consumed in the course of Debtors'  
business, and all documents and documents of title relating to any of the  
foregoing, together with all present and future parts, additions, accessories,  
attachments, accessions, replacements, replacement parts and substitutions  
therefor or thereto in any form whatsoever.

188

(b) All of Debtors' present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtors, causes of action in favor of Debtors, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, deposits with sureties on bonded contracts, all goods returned, repossessed, or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all present and future rights of Debtors to the payment of money due or to become due to Debtors for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtors may at any time have, by law or agreement, against any account debtor or other obligor obligated to make such payment and all rights, liens and security interests which Debtors may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtors with respect to all licenses, patents, copyrights, franchises, trade names and trademarks.

(c) All property and funds of Debtors (including deposit accounts of Debtors), both now owned and hereafter acquired, now or hereafter in Secured Party's possession, all property and assets of Debtors in or on which Secured Party has, or may in the future acquire or be granted, a lien or security interest, and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals, rollovers and replacements of all of the property described in this Item 3 in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the property described in this Item 3, whether in the possession of Debtors or any other person. Without limitation of the foregoing, the property covered by this financing statement shall include all right, title and interest of Banner Glass, Inc. in and to Money Market Account No. 510327661 maintained in the name of Banner Glass, Inc. with Secured Party and all funds in such Account, all certificates of deposit and other investments from time to time purchased with the funds in such Account and all renewals, rollovers and extensions of and replacements and substitutions for such investments, and all proceeds (cash and non-cash) of all of the foregoing.

As used in this Item 3, "Debtors" shall mean, individually and collectively, each of the Debtors listed in Item 1 of this Financing Statement.

4. Proceeds and products of collateral are covered hereunder.
5. This transaction is exempt from the recordation tax.
6. RETURN TO: Kevin G. Gralley, Esquire  
Hogan & Hartson  
111 South Calvert Street  
Baltimore, Maryland 21202

DEBTORS:

BANNER GLASS, INC.

By: Bill R. Bliss \_\_\_\_\_, 1990  
Bill R. Bliss (Date signed by Debtor)  
President

BANNER GLASS, INC. OF VA.

By: Bill R. Bliss \_\_\_\_\_, 1990  
Bill R. Bliss (Date signed by Debtor)  
President

Debtors: BANNER GLASS, INC.  
BANNER GLASS, INC. OF VA.

Secured Party: MARYLAND NATIONAL BANK

EXHIBIT A

7900 Fenton Street  
Silver Spring, Maryland 20910

6218 Livingston Road  
Oxon Hill, Maryland 20745

210 Reisterstown Road  
Pikesville, Maryland 21208

906 Crain Highway, NW  
Glen Burnie, Maryland 21061

7909 Woodmont Avenue  
Bethesda, Maryland 20814

5516 Baltimore Avenue  
Hyattsville, Maryland 20781

13561 Baltimore Boulevard  
Laurel, Maryland 20707

6323 Baltimore National Pike  
Catonsville, Maryland 21228

804 Hungerford Drive  
Rockville, Maryland 20850

8801 Monard Drive  
Silver Spring, Maryland 20910

9099 Euclid Avenue  
Manassas, Virginia 22110

5733 Seminary Road  
Bailey's Crossroads, VA 22041

301-B Industrial Court, SE  
Leesburg, Virginia 22075

555 FEB 276

280757

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS  YES  NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 04-27-1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

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

Jennings, Harry W.  
884 Brighton Place  
Glen Burnie, MD 21061

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

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

Name and address of Secured Party

STERLING BANK AND TRUST COMPANY  
111 WATER STREET  
SUITE 201  
BALTIMORE, MD 21202-1025

Name and address of Assignee

RECORD FEE 11.00

Date of maturity, if any

Check if proceeds/products of collateral are covered ( X )

CK

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 Accounts and Contract Rights; 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).

50  
#652340 0777 R03 715:19  
05/01/90

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.

AA CO. CIRCUIT COURT

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.

Harry W. Jennings

Signature of Debtor

STERLING BANK AND TRUST COMPANY

Signature of Secured Party

Handwritten initials "HWP"

555 277

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)  
THE ANNAPOLIS EMERGENCY  
HOSPITAL ASSOCIATION, INC.  
Franklin & Cathedral Streets  
Annapolis, Maryland

2 Secured Party(ies) and Address(es)  
THE WESTERN AND SOUTHERN  
LIFE INSURANCE COMPANY  
400 Broadway  
Cincinnati, Ohio 45202

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

DJ

RECORD FEE 10.00

This statement refers to original Financing Statement No. 196356 dated filed July 3

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:  #002500 0777 003 71501

05/01/90

\*Last Continuation filed April 23, 1985 as Doc. No. 09895

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY

Dated: March 30, 19 90

By:

*Paul L. Kohl*

(Signature of Secured Party)

Paul L. Kohl, asst. secretary

Filing Office Copy - Alphabetical

STANDARD FORM -  
UNIFORM COMMERCIAL CODE - UCC-3

*JK*  
This form is approved by  
the Secretary of State

Anderson Publishing Co. Cincinnati, Ohio 45201  
(Reprinted 3/89)

11.50

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code. 280759

- 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 \$ 35,000.00. 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 State Department of Assessments & Taxation

5. Debtor(s) Name(s): Giardina & Glubo, D.P.M., P.A.  
 Address(es): 4660 Wilkens Avenue  
 Baltimore, Maryland 21229

See Attached Schedule A for additional addresses

6. Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION  
 Attention: Commercial Note Department  
 Clare A. Burness  
 Address: 100 S. Charles Street  
 Baltimore, Maryland 21201

7. This Financing Statement covers the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, contract rights, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all right to the payment of money due or to become due to each Debtor or any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

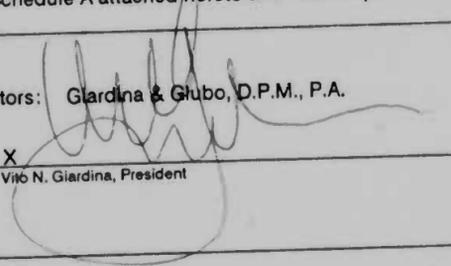
D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are \_\_\_\_\_

Debtors: Giardina & Glubo, D.P.M., P.A.

By: X  (Seal) \_\_\_\_\_ (Seal)

Vito N. Giardina, President

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)

Mr Clerk: Please return to the address set forth in paragraph 6 above.

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

RECORD FEE CK 11.00  
POSTAGE .50  
RECEIVED R03 715:24  
05/01/90  
CHAFER  
AA CO. CIRCUIT COURT

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, N.A. and Giardina & Glubo, D.P.M., P.A.

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Section 5, Debtor's Address(es) continued

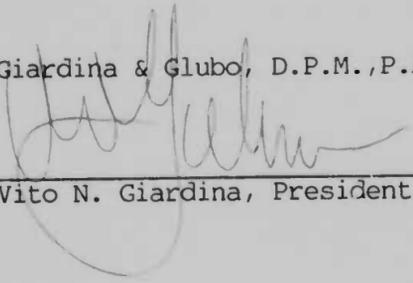
1001 Ingleside Avenue  
Baltimore, Maryland 21228

8651 Fort Smallwood Road  
Pasadena, Maryland 21122

Section 7, Collateral Description continued

X-Ray Processing Machine  
Portable CO 2 Laser Surgical System  
Hardware: 386 SX 16 MHZ File Server with 80 Meg Hard Drive, 2 Megs of RAM,  
3001 Keyboard, 14 inch Monochrome Monitor, 25 ft. Novell Cable and  
connectors, and 1 extra Novell Card for existing Televideo Computer.

Giardina & Glubo, D.P.M., P.A.

BY:  (SEAL)  
Vito N. Giardina, President

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

555 PAGE 280  
FINANCING STATEMENT FORM UCC-1

STATE OF MARYLAND

280760

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. \$ 5,000.00

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

This financing statement Dated 04-20-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John C. Cooper  
Address 2330 Mt. Tabor Road, Gambrills, MD. 21054

RECORD FEE 11.00  
RECORD TAX 35.00  
POSTAGE .50  
#652450 0777 R03 T15:28  
05/01/90

2. SECURED PARTY

Name BANK OF BOWIE  
Address 4201 Northview Drive, Box 100  
Bowie, Maryland 20716

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) 04-20-90

4. This financing statement covers the following types (or items) of property: (list)  
14 X 48 WORKSHOP PORTABLE, DARK BROWN COMPOSITION ROOF, WOOD FRAME WITH 2 WINDOWS.

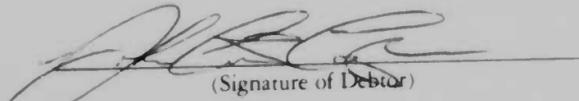
CHECK  THE LINES WHICH APPLY

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

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

2330 Mt. Tabor Road, Gambrills, MD. 21054

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



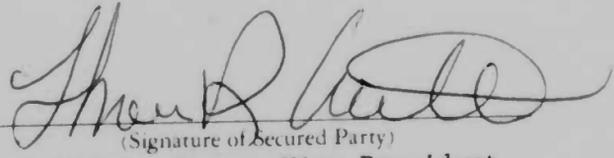
(Signature of Debtor)

John C. Cooper

Type or Print Above Name on Above Line

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

Type or Print Above Signature on Above Line



(Signature of Secured Party)

T. Richard Crate, Vice President

Type or Print Above Signature on Above Line

Bank of Bowie

35.00

555 281

STATE OF MARYLAND

280761

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. ~~DELETED~~

Lessee:

Name PLEASURE MARINAS MANAGEMENT, INC. T/A CARBACK'S PLEASURE COVE MARINE CENTER  
Address 2116 Bay Front Terrace, Annapolis, MD 21401

THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation  
Address P.O. Box 157, Willow Grove, PA 19090

RECORD FEE CK 12.00  
#652590 CTTT R03 T15:36  
05/01/90

Return to

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

H. EDLE 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)

- (1) American Cold High Pressure Washer #5.6-3000-G-GR
- (1) Hydro Sand Blaster

Name and address of Assignee  
FRANKFORD TRUST COMPANY  
601 Dresher Road  
Horsham, PA 19044

S/N N/A

CHECK  THE LINES WHICH APPLY

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

(Signature of Debtor)

Jimmy Lilly - Pres.  
Type or Print Above Name on Above Line

12-

(Signature of Debtor)  
PLEASURE MARINAS MANAGEMENT, INC.  
T/A CARBACK'S PLEASURE COVE MARINE CENTER  
Type or Print Above Name on Above Line

(Signature of Secured Party)

Sandy Haggerty Asst. Secy.  
Century Equipment Leasing Corporation  
Type or Print Above Signature on Above Line

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271092

RECORDED IN LIBER 521 FOLIO 388 ON 12-30-87 (DATE)

1. DEBTOR

Name DESIGN PAVEMENTS, INC.

Address P O BOX 728, MILLERSVILLE, MD 21108

2. SECURED PARTY

Name J I CASE CREDIT CORP

Address P O BOX 292, RACINE, WI 53401

RECORD FEE 10.00

POSTAGE .50

#52890-0777 R03 T15458

05/01/90

H. ERLE SCHAFER

Person And Address To Whom Statement Is To Be Returned If Different From Above  
CLERK, CIRCUIT COURT

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

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

Dated 4-26-90

1050

*Terry Thomas*  
(Signature of Secured Party)

J I CASE CREDIT-TERRY THOMAS  
Type or Print Above Name on Above Line

555 PAGE 283

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 14,500.00 (\$101.50)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

280762

DEBTOR

Baltimore Diesel Service, Inc.  
(Name)  
108 Holsum Way  
(Address)  
Glen Burnie, Md. 21061

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
 Attn Jerry Mikulski 101-560  
(Name of Loan Officer)  
P.O. Box 1596  
(Address)  
Baltimore, Maryland 21203

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

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

RECORD FEE 11.00  
POSTAGE CK .50

2. The collateral property is affixed or to be affixed to or is crops grown on or is timber to be cut from or minerals on the like land accounts resulting from the sale of property to be extracted from the following real estate  
 #452760 CT17 R03 T16\*02  
 05/01/90

Record Owner, if different from the Debtor

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

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 ASSIGNEE)

Baltimore Diesel Service, Inc. (Seal)  
*William C. Foster* (Seal)  
(Signature)  
William C. Foster, President  
(Print or Type Name)

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

11-10-8

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of  
Baltimore Diesel Service, Inc. ("Debtor") show

the following values for property which secures a total debt of

\$ 58,000.00 (A) to The First National Bank of Maryland.

\$ 500,000.00 (X) Value of inventory, contract rights  
 and other exempt property

\$ 664,000.00 (Y) Total value of all property  
 covered by financing statement

$(X) \div (Y) = \frac{75}{(B)} \%$

Therefore, the amount of debt exempt from recordation tax is com-  
 puted as follows, in accordance with the advice of the Maryland  
 Attorney General's Office:

\$ 58,000.00 (A) X  $\frac{75}{(B)} \%$  = \$ 43,500.00 (C)

and the total amount of debt subject to tax upon the filing of  
 financing statements submitted herewith, is \$ 14,500.00.

\$ 58,000.00 (A) - \$ 43,500.00 (C)

Baltimore Diesel Service, Inc.  
 (Name of Debtor)

By: *William C. Fisher* (SEAL)

Date: 3-28, 1990

280763

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$347,900.00

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

555 285

DATE: April 30, 1990

FINANCING STATEMENT

- 1. Debtor: Address:  
MOORE & MOORE BUILDERS, INC. P.O. Box 1424  
Pasadena, Maryland 21122
- 2. Secured Party: Address:  
FAIRVIEW FEDERAL SAVINGS 9171 Baltimore National Pike  
& LOAN ASSOCIATION Ellicott City, Maryland 21043
- 3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

- 4. The aforesaid items are included as security in a Deed of

134

RECORD FEE 13.00  
POSTAGE CK .50  
#450250 OTTT R03 T09:21  
05/01/90  
CIRCUIT COURT



555 286

Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision(s) later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

MOORE & MOORE BUILDERS, INC.

By *Preston G. Moore, Jr.*  
Preston G. Moore, Jr., President

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS  
& LOAN ASSOCIATION

By *Charles C. Holman*  
Executive Vice-President

MOO-FS.110.amp

SCHEDULE A

BOOK 555 PAGE 287

All that parcel of land situate in Anne Arundel County, Maryland, being known and designated as Lots 1, 2 and 3, in Section Eighteen (18) as shown on the Plat of Portworth, also known as Green Haven, Armiger Addition, which plat is duly recorded among the Land Records of Anne Arundel County Maryland in Plat Book W.N.W. No. 3, folio 59, and now recorded among the Plat Records of the aforesaid County in Plat Book No. 4, folio 42.

08690-22368

SCH-M00.110.amp

*Hall + Duvall*

555 288

280765

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS  YES  NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 04-27-1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:
Holloway & Keller, Ltd. T/A Platinum Publishing Company
P.O. Box 3443, 902 Primrose Road, Apt. #302
Annapolls, MD 21403

- 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
Bay National Bank
2661 Riva Road
Annapolls, MD 21401

Name and address of Assignee

RECORD FEE 12.00

RECORD TAX 70.00

STAMP .50

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; together with the following specifically described property: See Schedule "A" Attached; 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: \$10,000.00

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.

Holloway & Keller, Ltd. T/A Platinum Publishing Company
By: Mason C. Holloway, President

Bay National Bank
Signature of Secured Party
John J. Feldman III, Vice President

By: John Keller, Vice President

05/02/90

## SCHEDULE "A"

QUANTITY	PART NO./ITEM NO.	DESCRIPTION
1	LM1000	LaserMaster LM 1000 Printer
1	WY-7190	Wyse 7190 High Resolution Moniter
1	ST80386	386 Compatible Kit
1	MK-134FA	Toshiba Hard Drive

555 PAGE 290  
STATE OF MARYLAND  
FINANCING STATEMENT FORM FGC-1

280766

Identifying File No. A.A. CO.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 4/20/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GEORGE C. SAMARAS, MD., P.A.

Address 205 RIDGELY ROAD, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name ANNAPOLIS NATIONAL BANK

Address 2083 WEST STREET, ANNAPOLIS, MD 21401

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

3. Maturity date of obligation (if any) MAY 1, 1991

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

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 ALL CASH AND NON CASH PROCEEDS AND PRODUCTS OF SUCH GOODS

CK 12.00  
POSTAGE .50  
APR 20 1990  
25/02/90  
H. ERIC 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 affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

GEORGE C. SAMARAS, MD., P.A.

BY: George C. Samaras  
(Signature of Debtor)

GEORGE C. SAMARAS, PRESIDENT  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ANNAPOLIS NATIONAL BANK

X George C. Samaras  
(Signature of Secured Party)

C. TERRY ADKINS, PRESIDENT

Type or Print Above Signature on Above Line

RETURN TO:  
Mid-Maryland Title Co., Inc.  
79 West Street  
Annapolis, MD 21401

1200  
12/50

STATE OF MARYLAND

555 PAGE 291

DJ

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253214

RECORDED IN LIBER 476 FOLIO 227 ON 8/10/84 (DATE)

1. DEBTOR

Name Aljan, Inc.

Address 7145 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Ford Motor Credit Company

Address 1101 North Point Blvd

Baltimore, Maryland 21224

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.)

Return To: Michael R. Cox, AVP  
Signet Bank/Maryland  
PO Box 1077  
Baltimore, Maryland 21203

Dated 4/17/90

FORD MOTOR CREDIT CO  
(Signature of Secured Party)  
J. Howard, and Co. Rep  
Type or Print Above Name on Above Line



MARYLAND FINANCING STATEMENT

280767

UCC-1

- Not Subject to Recordation Tax - Conditional Sales Contract
- Recordation Tax of \$ \_\_\_\_\_ on Principal Amount of \$ \_\_\_\_\_ is enclosed/has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

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

1. DEBTOR: Petro Express Company (Name or Names)  
2155-C Northbridge Avenue Baltimore, Maryland 21226 (Address)

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

2. SECURED PARTY: General Transport Corporation (Name or Names)  
7600 Georgia Avenue, N.W. Washington, DC 20012-1616 (Address)

3. ASSIGNEE (if any) of SECURED PARTY: Signet Bank/Maryland (Name or Names)  
P.O. Box 22497 Baltimore, Maryland 21203 (Address)

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

One (1) 1986 Freightliner Model FLC112064T Truck Tractor, S/N 1FUPZLYB7GH400380

CK  
18  
70

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

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
PETRO EXPRESS COMPANY  
 By: David P. Sewell, Jr. (Title)  
David P. Sewell, Jr. (Type or print name of person signing)

SECURED PARTY:  
GENERAL TRANSPORT CORPORATION  
 By: George H. Starks, Jr.  
George H. Starks, Jr. (Type or print name of person signing)  
President

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

Return To: Signet Bank/Maryland  
P.O. Box 22497 Baltimore, Maryland 21203

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

280768

555 PAGE 293

FINANCING STATEMENT

TRAC EXCAVATORS, INC. TAX ID NO.: 52-1443816  
NAME OR NAMES - Print or Type

104 Meade Drive Annapolis, ANNE ARUNDEL Maryland 21403  
ADDRESS - Street No. CITY-COUNTY STATE ZIP CODE

1. DEBTOR(S)

NAME OR NAMES - Print or Type

ADDRESS - Street No. CITY-COUNTY STATE ZIP CODE

2. SECURED PARTY

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY  
NAME OR NAMES - Print or Type

1415 28th Street, P.O. Box 65090 West Des Moines, Iowa 50265-0090  
ADDRESS - Street No. CITY STATE ZIP CODE

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

(1) John Deere Model 762B Scraper with Manual Transmission, Elevator with Sealed Chain, 23.5x25 Radial Tires, ROPS, Ether Starting Aid and Backup Alarm, Serial No. 756071

(1) 1979 Bantam Model 266C Excavator, Serial No. 60400 (for Additional Security valued @ \$20,000.00)

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.

6. Proceeds of collateral  are, \_\_\_ are not covered.  
7. Products of collateral \_\_\_ are,  are not covered.

CK

DEBTOR (S)

*John B...*  
Signature of Debtor

TRAC EXCAVATORS, INC.  
Type or Print

Signature of Debtor

Type or Print

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY  
Company, if applicable

*Tam P...*  
Signature of Secured Party

Type or Print (Include Title if Co.)

To the Filing Office: After this settlement has been recorded please mail the same to:

Name & Address: JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY  
1415 28th Street, P.O. Box 65090 West Des Moines, IOWA 50265-0090

11.8

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

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

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

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

1. ~~LESSOR~~ LESSEE:

Name AYTEKIN ULGEN, M.D., P.A.

Address 7845 Oakwood Rd., Suite 105, Glen Burnie, MD 21061

2. ~~LESSOR~~ LESSOR:

Name NORWEST FINANCIAL LEASING, INC.

Address 3221 McKelvey Road, Suite 107

Bridgeton, MO 63044

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

3. Maturity date of obligation (if any)

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

(1) Ausonics MicroImager 1000 located at 7845 Oakwood Rd, Ste. 105, Glen Burnie, MD 21061, together with all accessions, appurtenances and accessories, thereto all as described in Lease # 18620.01 between Lessee and Lessor. This financing statement is being filed as a precaution only. Lessee and Lessor regard this agreement as a True Lease and not one intended for security.

Name and address of Assignee 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)

+ *Aytekin Ulgen MD*  
(Signature of ~~XXXXX~~) LESSEE

AYTEKIN ULGEN, M.D., P.A.  
Type or Print Above Name on Above Line

(Signature of ~~XXXXX~~) LESSEE

Type or Print Above Signature on Above Line

*Norman Chesdale*  
(Signature of ~~XXXXX~~) LESSOR

NORWEST FINANCIAL LEASING, INC.  
Type or Print Above Signature on Above Line

11.5

County

BOOK 555 PAGE 295

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271287

RECORDED IN LIBER 522 FOLIO 131 ON January 12, 1988 (DATE)

1. DEBTOR

Name Kitchen Design  
Address 12 Mc Kendree Ave., Annapolis, Maryland 21401

2. SECURED PARTY

Name The Paradies Distributing Co.  
Address 3000 Waterview Ave., Baltimore, Maryland 21230

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.)

\* See Below

Please amend address to:  
Kitchen Design  
79 Shipwright St.  
Annapolis, Maryland 21401

DJ

DEBTOR:

Kitchen Design  
Type Name

By: Peggy Wanamaker Raphael  
Peggy Wanamaker, Owner

Dated 3-25-90

[Signature]  
(Signature of Secured Party)

Type or Print Above Name on Above Line

10.5

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

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

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>H &amp; R Construction Co., Inc. 85 E. Old Earleigh Heights Road Severna Park, MD. 21146</p>	<p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and 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  
MTA2940 CITY BAL 15/02/90  
CK H. ERLE SCHWERT  
AN CO. CIRCLET 1990

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

DEBTOR:

SECURED PARTY:

H & R Construction Co., Inc.

John A. Rohrbaugh  
(Type Name)

THE PARADIES DISTRIBUTING CO.

By: John A. Rohrbaugh (SEAL)  
Executed 3/14/90

By: John Mulvey

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_, 19\_\_\_\_  
(Date Signed by Debtor)

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

17

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE  
Terms and Conditions of Security Agreement

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

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

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

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

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

555 PAGE 298 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 80771

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$187,016.16

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

This financing statement Dated 4-26-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ARINC Incorporated  
Address 2551 Riva Road  
Annapolis, Maryland 21401

2. SECURED PARTY

Name NCNB Leasing Corporation  
Address 901 W. Trade Street, GTW 6-12  
Charlotte, N.C. 28255

RECORD FEE 2.00  
RECORD TAX 1.00  
POSTAGE CK  
#742870  
H. S. SAMPSON  
CLERK OF 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)

Name and address of Assignee

AS PER ATTACHED SCHEDULE "A" Pages 1 thru 4 inclusive.

Anne Arundel Co. Clerk of 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)

ARINC Incorporated  
By: Michael R. Bernal  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NCNB Leasing Corporation

By: [Signature]  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

21

1312.50

50

SCHEDULE "A"

This schedule is to be attached to and becomes part of UCC FILING

dated \_\_\_\_\_, 19\_\_\_\_, between the undersigned and NCNB Leasing Corporation

- | Quantity | Description   | S/N                            |
|----------|---|--------------------------------|
| One      | Compaq Portable 386-40M Computer System                           | 4008HN3H0174; Asset #169260    |
|          | with  |                                |
| One      | Carrying Case   |                                |
| One      | MS DOS 3.31   |                                |
| One      | Compaq DP286E-1 Desktop Deskpro Computer System                   | 4009H21H0057; Asset #169295    |
|          | with  |                                |
| One      | Compaq VGA Color Monitor  |                                |
| One      | 3.5 Disk Drive  |                                |
| One      | MS DOS 3.31   |                                |
| One      | MS Mouse  |                                |
|          | location: Suite 301, 4141 Col. Glen Highway<br>Dayton, Ohio 45431 |                                |
| One      | Compaq Laptop LTE 286-40M Computer System                         | 6012HAF42020; Asset #169269    |
|          | with  |                                |
| One      | 2400 Baud Modem   |                                |
| One      | 1 MB Memory Board   |                                |
| One      | Math Coprocessor 80XC287A-12                                      |                                |
| One      | Bat ChrOR   |                                |
| One      | Carrying Case   |                                |
| ONE      | MS DOS 3.31   |                                |
|          | location: 37 North Navy Blvd.<br>Pensacola, FL 32507              |                                |
| One      | Compaq 286E/40 Desktop Deskpro Computer System                    | 4944HZ23H0665; Asset #169293   |
|          | with  |                                |
| One      | VGA Color Monitor   | S/N: 00114544C564              |
| One      | 3.5 Disk Drive  |                                |
| One      | MS DOS 3.31   |                                |
| One      | MS Mouse  |                                |
|          | location: Suite 109, 7700 Clayton Road<br>St. Louis, MO 63117     |                                |
| One      | Compaq DP286E-1 Desktop Deskpro Computer System                   | 4008HZ1H0119; Asset #169310    |
|          | with  |                                |
| One      | Compaq VGA Color Monitor  | S/N: 0114544C540               |
| One      | 3.5 Disk Drive  |                                |
| One      | MS DOS 3.31   |                                |
| One      | MS Mouse  |                                |
| One      | 20 X 20 Bernoulli   | S/N: 0159460073; Asset #169311 |
|          | location: 6599 Commerce Court, Suite 203<br>Gainesville, VA 22065 |                                |
| One      | Compaq DP386S-40/2MB Desktop Deskpro Computer System              | 4011HTS3H1269; Asset #169251   |
|          | with  |                                |
| One      | Compaq VGA Color Monitor  | S/N: 00114544D008              |
| One      | 3.5 Disk Drive  |                                |
| One      | Math Co-Processor   |                                |
| One      | MS Mouse  |                                |
| One      | MS DOS 3.31   |                                |

This schedule is hereby certified correct and undersigned acknowledges receipt of a copy.

ARINC Incorporated \_\_\_\_\_ Lessee/Debtor

By: \_\_\_\_\_

Its \_\_\_\_\_

And By: \_\_\_\_\_

Its \_\_\_\_\_

SCHEDULE "A"

This schedule is to be attached to and becomes part of UCC FILING

dated \_\_\_\_\_, 19\_\_\_\_, between the undersigned and NCNB Leasing Corporation

Quantity	Description	S/N
One	Compaq DP286E-40 Desktop Deskpro Computer System	S/N: 4944HZ3H1708; Asset #169252
	with	
One	Compaq VGA Color Monitor	S/N: 00114544C556
One	3.5 Disk Drive	
One	Hayes 2400 Internal Modem	
One	MS Mouse	
One	MS DOS 3.31	
	location: 613 Hope Road, Suite 1A	
	Eatontown, NJ 07724	
One	Compaq DP386-26/1M/110M Desktop Deskpro Computer System	S/N:4007AR2B0270; Asset #169270
	with	
One	4MB Memory Board	
One	Compaq VGA Color Monitor	S/N: 00114544C560
One	360K Kisk Drive	
One	MS Mouse	
One	Math Coprocessor	
One	MS DOS 3.3	
One	Compaq 286E/40 Desktop Deskpro Computer System	S/N: 4944HZ3H1569; Asset #169294
	with	
One	VGA Color Monitor	S/N: 0114544C862
One	3.5 Disk Drive	
One	MS DOS 3.31	
One	MS Mouse	
One	Compaq DP386-20E-1/4M Desktop Deskpro Computer System	S/N: 4007H54H1251; Asset #169297
	with	
One	VGA Color Monitor	S/N: 00114544C858
One	SER/PAR	
One	1MB Memory	
One	DOS 4.0	
One	360K or 1.44 DR	
Two	Compaq DP286E-1 Compaq Desktop Deskpro Computer System	S/N: 4009HZ1H0108; Asset #169255
	with	S/N: 4009HZ1H0265; Asset #169256
Two	VGA Monochrome Monitor	S/N's: 033KF0245TY2, 003KT0405TY2
Two	360K or 1.44 DR	
Two	DOS 3.31	
Three	Compaq LTE-20M Laptop Computer Systems	S/N's: 6011HAC30942; asset #169282
	S/N's:	6011HAC30888; Asset #169283
	with	6011HAC30480; Asset #169284
Three	Carrying Case	
Three	Battery Charger	
Three	DOS 3.3	
Three	Hayes 2400 Modems	
Two	Compaq LTD/286/40 Laptop Computer Systems	S/N's: 6012HAF42237; Asset #169285
	with	6012HAF42446; Asset #169289
Two	Hayes 2400 Baud Modems	
Two	DOS 3.3	
Two	Battery Chargers, Two Carrying Cases	

This schedule is hereby certified correct and undersigned acknowledges receipt of a copy.

ARINC Incorporated \_\_\_\_\_ Lessee/Debtor

By: \_\_\_\_\_

Its \_\_\_\_\_

And By: \_\_\_\_\_

Its \_\_\_\_\_

**SCHEDULE "A"**

This schedule is to be attached to and becomes part of UCC FILING

dated \_\_\_\_\_, 19\_\_\_\_, between the undersigned and NCNB Leasing Corporation

Quantity	Description	S/N
Two	Compaq Portable 386/40M Luggable Computer Systems	S/N's: 4008HN3H0205; Asset #169290 4008HN3H0216; Asset #169291
Two	with Expansions	
Two	Modem Memory	
Two	Hayes 2400 Modems	
Two	Carrying Case	
Two	DOS 3.3	
Two	1MB Memory	
Two	4MB Memory	
One	Compaq DP286E-1 Desktop Deskpro Computer System	S/N: 4009HZ1H0228; Asset #169257
One	with 140 MB Hard Disk	
One	VGA Monitor	S/N: 0114544C549
One	360K or 1.44 DR	
One	dos 3.31	
One	SER/PAR	
One	Compaq DP286E-1 Desktop Deskpro Computer System	S/N: 4009HZ1H0253; Asset #169258
One	with 100MB Hard Disk	
One	VGA Monitor	S/N: 00114544C548
One	360K or 1.44 DR	
One	DOS 3.31	
Two	Compaq DP286E-40 Desktop Deskpro Computer System	S/N's: 4944HZ3H0431; Asset #169261 4944HZ3H1556; Asset #169296
Two	with VGA Monitors	S/N's: 00114544C551, 00114544C547
Two	360K or 1.44 DR	
Two	DOS 3.31	
Two	Compaq DP286E-1 Desktop Deskpro Computer System	S/N's: 4009HZ1H0226; Asset #169275 4009HZ1H0240; Asset #169276
Two	with VGA Monitor	S/N's: 4009HZ1H0226, 4009HZ1H0240
Two	360K or 1.44 DR	
Two	DOS 3.31	
One	Compaq DP386S-40/2MB Desktop Deskpro Computer System	S/N: 4011HT3H2397; Asset #169263
One	with VGA Monitor	S/N: 00114544C817
One	Math Coprocessor	
One	1MB Upgrade	
One	360K Drive	
One	DOS 3.31	
One	Compaq DP386S-40/2MB Desktop Deskpro Computer System	S/N: 4011HT3H3385; Asset #169264
One	with VGA Color Monitor	S/N: 00114544C544
One	360K Disk Drive	
One	DOS 3.31	
One	MB Upgrade	

This schedule is hereby certified correct and undersigned acknowledges receipt of a copy.

ARINC Incorporated Lessee/Debtor

By: \_\_\_\_\_

Its \_\_\_\_\_

And By: \_\_\_\_\_

Its \_\_\_\_\_

SCHEDULE "A"

This schedule is to be attached to and becomes part of UCC FILING

dated \_\_\_\_\_, 19\_\_\_\_, between the undersigned and NCNB Leasing Corporation

Quantity	Description	S/N
Two	Compaq DP286E-1 Desktop Deskpro Computer System	S/N's: 4009HZ1H0250; Asset #169259 4009HZ1H0152; Asset #169292
	with	
Two	100 MB Hard Disk	
Two	VGA Monitor S/N's: 00114544C557, 00114544C567	
Two	360K or 1.44 DR	
Two	DOS 3.31	
One	Compaq DP386-20E/4M/110M Hard Disk Computer System	S/N: 40048S141039; Asset #169308
	with	
One	VMA Monitor S/N: 00114544C826	
One	360K Drive	
One	1MB Memory	
One	DOS 3.31	
(29)	Compaq DP286E-20 Desktop Deskpro Computer Systems	
	with	
(29)	VGA Monitors	
(29)	360K or 1.44 DR	
(29)	DOS 3.31	

S/N's:	CPU S/N:	Asset No.	Monitor S/N
	4948HZ2H0143	169262	00114544B883
	4950HZ2H0231	169265	00114544C859
	4950HZ2H0239	169266	00114544C862
	4950HZ2H0317	169267	00114544C853
	4950HZ2H0054	169268	00114544C563
	4950HZ240353	169271	00114544C541
	4950HZ2H0261	169272	00114544C856
	4950HZ2H0222	169273	00114544D009
	4950HZ2H0354	169274	00114544C824
	4950HZ2H0339	169277	00114544C550
	4950HZ2H0312	169278	00114544D014
	4950HZ2H0251	169279	00114544C568
	4950HZ2H0252	169280	00114544C536
	4950HZ2H0336	169281	00114544D012
	4950HZ2H0337	169286	00114544C542
	4950HZ2H0007	169287	00114544C556
	4950HZ2H0332	169288	00114544C538
	4950HZ2H0265	169298	00114544C851
	4950HZ2H0295	169299	00114544C853
	4950HZ240288	169300	00114544C543
	4950HZ2H0279	169301	00114544C561
	4950HZ2H0254	169302	00114544D557
	4950HZ2H0302	169303	00114544C559
	4950HZ2H0304	169304	00114544C527
	4950HZ2H0330	169305	00114544D010
	4950HZ2H0070	169306	00114544D074
	4950HZ2H0249	169307	00114544C552
	4950HZ2H0223	169253	00114544C565
	4950HZ2H0296	169254	00114544C545

location: 2551 Riva Road  
Annapolis, Maryland 21401

This schedule is hereby certified correct and undersigned acknowledges receipt of a copy.

ARINC Incorporated Lessee/Debtor

By: \_\_\_\_\_

Its \_\_\_\_\_

And By: \_\_\_\_\_

Its \_\_\_\_\_

**PARTIES** 4-27-90

Debtor name (last name first if individual) and mailing address:  
Capitol Nissan, Inc.  
3010 Rhode Island Ave N.E.  
Washington, DC 20018

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

555 ME 303  
280772

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

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**

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

Special Types of Parties (check if applicable):

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

**SECURED PARTY SIGNATURE(S)**

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

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

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

**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)

Equipment lease does not create a security interest. This is a True Lease 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.
- ~~County~~ of Anne Arundel - MD County
- real estate Records of County

Number of Additional Sheets (if any): 7  
Optional Special Identification (Max. 10 characters): LEASE No. 02-5630-0 8

**COLLATERAL**

Identify collateral by item and/or type:

See Schedule No. 1A Attached Hereto And Forming A Part Hereof

(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):

**DEBTOR SIGNATURE(S)**

Debtor Signature(s): CAPITOL NISSAN, INC.

*John Friedson*  
(NAME/TITLE) John Friedson, Sec-Treas & Gen. Mgr.

(NAME/TITLE)

(NAME/TITLE)

RETURN RECEIPT TO:

**COPELCO LEASING CORPORATION  
ONE MEDIQ PLAZA  
PENNSAUKEN, NEW JERSEY 08110**

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

SCHEDULE NO. 1A TO UCC 1 FINANCING STATEMENT

DEBTOR

Capitol Nissan, Inc.  
3010 Rhode Island Ave N.E.  
Washington, DC 20018

SECURED PARTY

Copelco Leasing Corporation  
One Mediq Plaza  
Pennsauken, NJ 08110

Equipment Location: ~~4726-A St., Barnabus Rd., Marlo Heights, NY 20723~~ <sup>4301 Rhode Island ve., Brentwood, Md. 20722</sup> *h*  
Vendor: Auto Success

1 Epson 11+ 286 Computer S/N 0252079695, 40 MB Harddrive, 40 MB Tape Drive  
EGA Monitor; 1 Epson 11+ 286 Computer S/N 0252083017, EGA Monitor; 1 Epson  
FX850 Printer S/N ODN0030961; 1 Toshiba CD ROM Drive; 1 Portable Barcode  
Reader (Timewand II); 1 American Power 450 UPS



MARYLAND FINANCING STATEMENT

UCC-1

Not Subject to Recordation Tax  
 Recordation Tax of \$ 771.32 on  
Principal Amount of \$150,000.00 is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	
Record Reference:	
Date & Hour of Filing:	280773

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

1. DEBTOR: A-A Recycle & Sand, Inc.  
(Name or Names)  
6931 Baltimore Annapolis Boulevard Linthicum Heights, Maryland 21090  
(Address)

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

2. SECURED PARTY: Signet Bank/Maryland  
(Name or Names)  
P.O. Box 22497 Baltimore, Maryland 21203  
(Address)

3. ASSIGNEE (if any)  
of SECURED PARTY: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

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

In any jurisdiction where the Uniform Commercial Code is in effect, Debtor grants to Secured Party a security interest in the property and any all inventory, goods, chattels, accounts receivables, notes receivables, accounts, proceeds, equipment, machinery, furniture, fixtures, and assets of any and every kind and nature, wherever located, now or hereafter belonging to Debtor or in which Debtor has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligation of Debtor at anytime owing to Secured Party, now existing and/or hereafter incurred.

RECORD FEE 17.00  
RECORD TAX 771.32  
POSTAGE CK  
#742591 0777 MD

RECORDATION TAX OF \$771.32 HAS BEEN PAID TO ANNE ARUNDEL COUNTY

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes  No   
Products of Collateral are also covered: Yes  No

DEBTOR(S):  
A-A RECYCLE & SAND, INC.  
By: William H. DeBruijn Pres.  
(Title)  
WILLIAM H. DEBRUIJN  
(Type or print name of person signing)

SECURED PARTY:  
SIGNET BANK/MARYLAND  
By: J. Daniel Smita VP  
J. DANIEL SMITA  
(Type or print name of person signing)

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

Return To: Signet Bank/Maryland  
P.O. Box 22497 Baltimore, Maryland 21203

*[Handwritten signature and initials]*

RECORDATION TAX CALCULATION

TO: Clerk of the Circuit Court  
Anne Arundel County

Value of Equipment, other non-exempt property	Ratio	Debt	Value	Factor
<u>824,406</u>	= <u>73.5%</u>	x <u>150,000</u>	= <u>110,188</u>	x <u>3.50/500</u> = <u>\$771.32</u>

Total value of all collateral 1,122,276

Amount not exempt from tax = \$ 771.32

Tax Paid = \$ 771.32

AA

FORM 555 PAGE 307

280774

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

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

<p>1. Debtor(s) (Last Name First) address(es)</p> <p>William R. Wong          Martin M. Wong          103 Allen Rd.          Glen Burnie, MD 21061</p>	<p>2. Secured Party(ies) and Address(es)</p> <p>FORD MOTOR CREDIT CO.          10710 MIDLOTHIAN T. PIKE          FAIRFAX BLDG. SUITE 306          RICHMOND, VA 23235</p>
--	--

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

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

Ford Mower Model CM224 S/N TA10016  
Custom Trailer Model 4T500 S/N L1B1T551

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

4. This transaction is exempt from the Recording Tax.  
NOT SUBJECT TO RECORDATION TAX

Filed with:

*William R. Wong*  
 \_\_\_\_\_  
 (SIGNATURE OF DEBTOR)  
 William R. Wong

*Martin M. Wong*  
 \_\_\_\_\_  
 (SIGNATURE OF DEBTOR)  
 Martin M. Wong

FORD MOTOR CREDIT CO.  
 \_\_\_\_\_  
 (NAME OF SECURED PARTY)

BY: *[Signature]*  
 \_\_\_\_\_  
 Thomas J. Drescher

FMCC JUN 64 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

175



FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

This financing statement Dated 4/27/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SHERWOOD FOREST CLUB INC

Address 130 SHERWOOD FOREST RD SHERWOOD FOREST MD 21405

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.

Address 41 DEFENSE HIGHWAY

ANNAPOLIS, MD 21401

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

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

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

Name and address of Assignee  
KUBOTA CREDIT CORPORATION, U.S.A.  
1025 Northbrook Parkway  
Suwanee, Georgia 30174

1	NEW	KUBOTA	TRACTOR	MN# F2400	SN# 10109
1	NEW	KUBOTA	MOWER 72"	MN# RC72-F24	SN# 10131A
1	NEW	KUBOTA	CANOPY ROPS	MN#	SN# 12082

KUBOTA CONTRACT# 13400-730826

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

SHERWOOD FOREST CLUB INC  
Type or Print Above Name on Above Line

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

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

[Signature]  
(Signature of Secured Party) SEC-TREAS.

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

115



Avco  
Financial  
Services

7164 D E. Furnace Branch Road  
Glen Burnie, MD 21061  
301 766 6763

Book 525 PAGE 160

ID File # 270310

(2)

TERMINATION STATEMENT

555 309

RE: Calvin & Anna Ebberts  
8204 W. Calts & Arroyo Blvd.  
Silver Spring, Md. 21144

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER PURSUANT TO THE UNIFORM COMMERCIAL CODE. THE SECURED PARTY CERTIFIES THAT THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.,

BY Gina Jordan  
Gina Jordan  
ADMINISTRATIVE ASSISTANT  
TITLE

DATED 2/26/90

ACKNOWLEDGEMENT COPY

FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF FILING ON THIS COPY AND RETURN

IT TO THE PERSON FILING, AS AN ACKNOWLEDGEMENT.

108

Financing Records

BOOK 555 PAGE 310

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 ED 4/82

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

This Statement refers to original Financing Statement, Identifying File No. 265681 recorded in  
Liber 507, Folio 228 on 1/21/87 at Anne Arundel County, Md.  
Date Location

1. DEBTOR(S):  
Name(s) CRANBERRY WOODS LIMITED PARTNERSHIP  
c/o Stone & Associates  
Address(es) 20 S. Charles Street, 7th Floor  
Baltimore, Maryland 21201

2. SECURED PARTY:  
Name Maryland National Bank  
10 Light Street  
Address Baltimore, Maryland 21201

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

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

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all 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. Lot #4 as shown on plats entitled Cranberry Plats one of three and two of three recorded among the Land Records of Anne Arundel County in Plat Book 104, folio 9 and 10.

9. SIGNATURES.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY

Maryland National Bank  
By Margaret D. Kirmil  
Margaret D. Kirmil, Assistant V. P.  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

DJ

RECORD FEE 10.00  
STAMP 05/03/90

H. ORLE SCHAFER  
AA CO. CIRCUIT COURT

15/8

555 311

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 ED 402

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. 265681 recorded in  
Liber 507, Folio 228 on 1/21/87 at Anne Arundel Co., Md.

1. DEBTOR(S): Cranberry Woods Limited Partnership  
Name (s) c/o Stone & Associates  
Address(es) 20 S. Charles Street, 7th Floor  
Baltimore, Maryland 21201

2. SECURED PARTY:  
Name Maryland National Bank  
Address 10 Light Street  
Baltimore, Maryland 21202

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

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

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

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

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

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

7.  RELEASE. (Partial ~~XXXX~~ 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. Lots #19 and #33 as shown on plats entitled Cranberry Plats one of three and two of three recorded among the Land Records of Anne Arundel County in Plat Book 104, folio 9 and 10.

DJ  
RECORD FEE 10.00  
POSTAGE .50  
77 R02 110:46  
05/03/90  
H. ERLE SCHAFER  
DISTRICT COURT

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 Margaret D. Kirmil  
Margaret D. Kirmil, Assistant V. P.  
(Type, Name and Title)

RETURN TO:  
DACKMAN, HEYMAN, ENGEL & DACKMAN, ATTYS.  
2221 Maryland Avenue  
Baltimore, Maryland 21218  
301-366-1710

D+H 5063 / Klopman

105

555 REC 312

280776

FINANCING STATEMENT FORM 9001

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 office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gene Lilly Custom Pools, Inc.

Address 8195 Ritchie Highway, Pasadena, Maryland 21122

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.

Address 1805 Cherry Hill Road

Baltimore, Maryland 21230

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

RECORD FEE 1.10  
RECORD FEE 9.90  
POSTAGE .50  
BT3200 STTT R02 T10:47  
05/03/90  
CK  
N. ERLE SCHAFER  
AA CO. CIRCUIT COURT

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

4. This financing statement covers the following type of property (list)

THIS COVERS A CONDITIONAL SALES CONTRACT.

One Used Melroe Bobcat Model 743 S/N 5019-46732

Flotation tires - 60" C & I Bucket - No teeth

CHECK [ ] THE LINES WHICH APPLY

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

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

Debtor  
Gene Lilly Custom Pools, Inc.

Eugene Lilly  
(Signature of Debtor)  
Eugene Lilly, President  
Type or Print Above Signature on Above Line

11/8

Assignee

Chase Manhattan Leasing Co (Michigan, Inc.)  
500 Circle Drive  
Buchanan, Michigan 49107

JOHN C. LOUIS COMPANY, INC.

Wilmer S. Davison  
(Signature of Secured Party)  
Wilmer S. Davison, President  
Type or Print Above Name on Above Line

BOOK 555 PAGE 313

STATE OF MARYLAND

280777

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 Concorde Leasing Limited Partnership  
4711 Golf Road  
Suite 705  
Address Skokie, Illinois 60076

2. SECURED PARTY

Name Key Bank of Utah  
50 South Main  
Address Salt Lake City, Utah 84144

RECORD FEE 11.00  
POSTAGE CK .50  
#76530 ETTT R02 T10:55  
05/03/90  
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)

LEASE: Equipment Schedule No. 1 dated November 1, 1989 issued pursuant to Master Lease dated November 1, 1989 between Sentry Financial Corporation, as original Lessor, and United States Fidelity and Guaranty Company, as Lessee.

EQUIPMENT: All computer and related equipment under lease to United States Fidelity and Guaranty Company pursuant to Equipment Schedule No. 1 described above.

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

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

(Signature of Debtor)

Concorde Leasing Limited Partnership  
Type or Print Above Name on Above Line

*[Handwritten Signature]*  
(Signature of Debtor)

GERALD A. HORWITZ  
Type or Print Above Signature on Above Line

Key Bank of Utah

(Signature of Secured Party)

Type or Print Above Signature on Above Line

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

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

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

This financing statement Dated 1/26/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sentry Financial Corporation
3450 So. Highland Dr. Ste. 201
Salt Lake City, UT 84106
Address

2. SECURED PARTY

Name Key Bank of Utah
50 South Main
Salt Lake City, Utah 84144
Address

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

3. Maturity date of obligation (if any)

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

LEASE: Equipment Schedule No. 1 dated November 1, 1989 issued pursuant to Master Lease dated November 1, 1989 between Sentry Financial Corporation, as original Lessor, and United States Fidelity and Guaranty Company, as Lessee.
EQUIPMENT: All computer and related equipment under lease to United States Fidelity and Guaranty Company pursuant to Equipment Schedule No. 1 described above.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
4783340 CTTT R02 T10:55
05/03/90
CK ERLE SCHAFER
AA DB. 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)

Jonathan M. Ruya, COO
(Signature of Debtor)

Sentry Financial Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Key Bank of Utah
(Signature of Secured Party)

Type or Print Above Signature on Above Line

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

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

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

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

1. DEBTOR

Name United States Fidelity and Guaranty Company

Address 5801 Smith Avenue, Baltimore, MD 21209

2. SECURED PARTY

Name Sentry Financial Corporation

Address 3450 South Highland Drive, Suite 201  
Salt Lake City, Utah 84106

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

3. Maturity date of obligation (if any)

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

LEASE: Equipment Schedule No. 1 dated November 1, 1989 issued pursuant to Master Lease dated November 1, 1989 between Sentry Financial Corporation as original Lessor and United States Fidelity and Guaranty Company as Lessee.

Name and address of Assignee  
KEY BANK OF UTAH  
50 S. Main, Suite 2007  
Salt Lake City, UT 84144

EQUIPMENT: All computer and related equipment under lease to United States Fidelity and Guaranty Company pursuant to Equipment Supplement No. 1 described above.

CHECK  THE LINES WHICH APPLY

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

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

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

Attest *William J. Duff*

*[Signature]*  
(Signature of Debtor)

United States Fidelity and Guaranty Company  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Jonathan M. Ruzo, COO*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

3057254-0102-500002

555 316

280780

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 \$ 9,000.00. 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. and Multimarine Refrigeration, Inc. Address(es): 4700 Belle Grove Road, Unit 4 Baltimore, Maryland 21225

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

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

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

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

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

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

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

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

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

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

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

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

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

Debtor: Multimarine Services, Inc. and Multimarine Refrigeration, Inc.

Secured Party: Maryland National Bank

By: Dennis Murphy, President (Seal)

By: Deborah N. Wicker (Seal)

By: Joseph C. Smith, Vice President (Seal)

Deborah N. Wicker, Commercial Services Officer  
Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

12 63 5

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

**MARYLAND NATIONAL BANK**

(Secured Party or Beneficiary)

**SCHEDULE A**

555 PAGE 317

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- \_\_\_\_\_

dated April 9, 19 90, and executed by Multimarine Services, Inc. and Multimarine Refrigeration Inc.

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

**Property Description** (continued)

1- Used Rental Unit 542 ( trailer mounted) Model No. 150-ODVE-15R/2698GA (ONAN) Serial # J870937032

1 - Centreville Trailer 1988, SN EG6M618DX

GRANTOR/DEBTOR

By: Dennis F. Murphy PRES (SEAL)  
Dennis F. Murphy President

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTOR/DEBTOR

By: Joseph A. Smith V.P. (SEAL)  
Joseph Smith, V. President

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.

280781

FINANCING STATEMENT

NOT SUBJECT TO RECORDATION TAX:

NAME OF DEBTOR

ADDRESS

Professional Vehicles, Inc.

910 B Bestgate Road  
Annapolis, MD 21401

SECURED PARTY (OR ASSIGNEE)

THE ANNAPOLIS BANKING AND TRUST COMPANY

ADDRESS: P.O. Box 311  
ANNAPOLIS, MARYLAND 21404

1. This Financing Statement covers the following kind or types of property (the collateral), now or hereafter held by the Debtor, as inventory; and also all proceeds resulting from the sale or other disposition thereof, including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

Boats, automobiles, appliances, equipment, and merchandise of all kinds and description including (but not limited to) boats, automobiles, trucks, and all appliances, equipment accessories, furnishings, replacement parts and merchandise attached to or usable on said items and also any items and merchandise attached to or reusable on said items and also any items repossessed in the Debtor's possession to which secured party has title or in which the secured party has a security interest.

2. The Collateral property is affixed or to be affixed to or is to be crops on the following real estate:

3.   X   Proceeds of the collateral are also specifically-  
           Products

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

RECORD FEE 11.00  
POSTAGE .50  
470320 CITY RD 111:06  
05/03/90  
CK H. ERLE SCHIFFER  
44 CO. CIRCUIT COURT

DEBTOR (OR ASSIGNOR)

SECURED PARTY (OR ASSIGNEE)

Professional Vehicles, Inc.

THE ANNAPOLIS BANKING AND TRUST CO.

BY: Wallace E. Davenport 4/23, 1990  
Wallace E. Davenport, President

BY: William A. Busik  
William A. Busik

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

TITLE \_\_\_\_\_  
Vice President

115



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

**FINANCING STATEMENT**

**280782**

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

- Guarantor
- Name of Debtor(s) (or Assignor) and address: NOBODY DOES IT BETTER, INC.  
c/o John B. Donovan  
1029 Ashe Street  
Davidsonville, Maryland 21035
  - Name of Secured Party (or Assignee) and address:  
  
Second National Federal Savings Bank  
Route 50 & Phillip Morris Drive  
Post Office Box 2558  
Salisbury, Maryland 21801
  - This Financing Statement covers the following types (or items of property):  
Furniture, furnishings, fixtures, machinery and equipment of Guarantor at the following leased premises: I Can't Believe It's Yogurt, Festival at Riva, Forest Drive, Annapolis, Maryland 21401; I Can't Believe It's Yogurt, Park Plaza, Severna Park, Maryland, I Can't Believe It's Yogurt, 1153 Md. Rte. 3 North, Gambrills, Maryland 21114
  - Check the statements which apply, if any, and supply the information indicated:
    - The underlying secured transaction is not subject to recordation tax
    - The underlying secured transaction is subject to recordation tax on the principal amount of \$ \_\_\_\_\_
    - (If collateral is crops — describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)  
  
The above-described crops are growing or to be grown on:
    - (If collateral is goods which are or are to become fixtures — describe real estate; include name of record owner, house number and street or block reference which applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)  
  
The above-described goods are affixed or to be affixed to:
    - (If proceeds of collateral are covered). Proceeds of the collateral are also covered.
    - (If products of collateral are covered). Products of the collateral are also covered.

RECORD FEE 11.00  
POSTAGE CK .50  
B. ERLE SCHIFFER  
AS CL. CIRCUIT COURT

~~Debtor(s)~~ GUARANTOR:

NOBODY DOES IT BETTER, INC.

By: John B. Donovan  
John B. Donovan, President

By: Susan R. Donovan  
Susan R. Donovan, Vice President

Secured Party:

BY: SECOND NATIONAL FEDERAL SAVINGS BANK

Paul C. Conroy  
(AUTHORIZED SIGNATURE)  
Paul C. Conroy  
Vice President  
(TYPE NAME AND TITLE)

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

DATED: April 30, 19 90

11 15

555 PAGE 320

280783

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

1. Maturity date (if any): 5-1-91

2. No. of additional sheets presented (if any): (See Instruction 5).

3. Debtor(s) (Last Name First) and address(es)  
Anne Arundel County Employees  
Credit Union  
2661 Riva Road, Suite 110  
Annapolis, MD 21401

4. Secured Party(ies) and address(es)  
DMR Financial Services, Inc.  
23999 Northwestern Hwy.  
Suite 200  
Southfield, MI 48075

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

5. Name and address(es) of assignee(s) (if any)

Check  if applicable  
6.  Proceeds of collateral are also covered.  
7.  Products of collateral are also covered.  
8.  Collateral was brought into this state subject to a security interest in another jurisdiction.

RECORD FEE CK 13.00  
POSTAGE .50

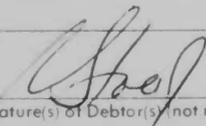
9. This financing statement covers the following types (or items) of property:

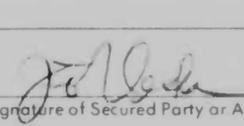
#837780 0345 R01 714:35

One Harris/Lanier Series XII E Electronic Key Telephone System (consisting of one console, one wall-mounted electronic unit and twelve (12) handsets presently located at 2661 Riva Road, Suite 110, Annapolis, Maryland 21401) 05/03/90

Anne Arundel County Employees Federal  
Credit Union

DMR FINANCIAL SERVICES, INC.

by:  R. STOUTER, JR. MGR  
Signature(s) of Debtor(s) (not necessary if Item 8 is applicable)

by:  JAMES F. DESKA, Sr VP  
Signature of Secured Party or Assignee of Record. Not Valid until Signed

RIEGLER PRESS, FLINT, MICH.

Secretary of State Copy

Conditional Sale Agreement

DMR Financial Services, Inc., a Michigan corporation (the "Seller") for and in consideration of the sum of Two Thousand, One Hundred (\$2,100) Dollars, lawful money of the United States, (the "Purchase Price") to it to be paid by Anne Arundel County Employees Federal Credit Union, a federal credit union, (the "Purchaser") pursuant to the payment terms set forth below, does agree to sell and assign to the Purchaser, its successors and assigns, the tangible personal property described below (the "Property"):

One Harris/Lanier Series XII E Electronic Key Telephone System consisting of one console, one wall-mounted electronic unit and twelve (12) handsets presently located at 2661 Riva Road, Suite 110, Annapolis, Maryland 21401

The Purchaser agrees to pay the said purchase price of Two Thousand, One Hundred (\$2,100) Dollars in fourteen (14) monthly installments of One Hundred and fifty (\$150) Dollars commencing April 1, 1990 and on the first day of each month thereafter until paid in full. The Seller shall retain a security interest in the Property until the said purchase price has been paid in full and in the event of the Purchaser's default in making such payments, the Seller shall have the option to accelerate the full unpaid balance of the Purchase Price and shall have all enforcement rights and remedies provided by Article 9 of the Uniform Commercial Code presently in effect in the State of Michigan.

The Seller for itself and its successors and assigns does covenant and agree to and with the Purchaser, its executors, administrators and assigns, to Warrant and Defend the sale of the Property to the Purchaser its executors, administrators and assigns, against all and every person or persons whatsoever.

The Purchaser acknowledges that it has examined the Property and that it has accepted delivery thereof in its present condition and acknowledges that the Seller has made no warranty with respect to the condition of the Property.

Dated X 4-1-90

Anne Arundel County

Employees Federal Credit Union

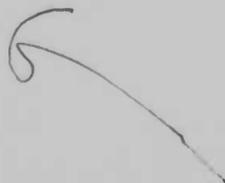
BY [Signature] R. Stone mbr

DMR Financial Services, Inc.

BY [Signature]

JAMES F. DESKA, Sr V.P.

Please return to:  
RD Fulghum  
751 Governor Bridge Road  
Davidsonville, MD 21035



555 323

280784

To Be Recorded:  
- Land Records of Anne Arundel  
County  
- ✓ Chattel Records of Anne  
Arundel County  
- State Department of  
Assessments and  
Taxation

Subject to Recording Tax  
On Principal Amount of  
\$150,000.00 Which Was  
Paid To The Clerk of The  
Court of Anne Arundel  
County Upon the Filing of  
a Deed of Trust.

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

1. DEBTOR: PRIEST BRIDGE CENTER JOINT  
VENTURE  
William H. Natter, Jr.  
2086 Generals Hwy., Suite 305  
Annapolis, MD 21401
2. SECURED PARTY: THE ANNAPOLIS BANKING AND  
TRUST COMPANY  
Church Circle  
Annapolis, MD 21401  
Attn: Commercial Loan Dept.
3. This Financing Statement covers and the Debtor grants and  
conveys to the Secured Party a security interest in and  
to the following:
  - a. All plant, equipment, apparatus, machinery,  
fittings, appliances, furniture, furnishings, and  
fixtures, and other chattels and personal property  
and replacements thereof (exclusive of any inventory  
held for sale or resale by the Debtor), now or at  
any time hereafter affixed or attached to,  
incorporated in, placed upon, or in any way used in  
connection with the current or future utilization,  
enjoyment, occupation, or operation of the below  
referred to real property (hereafter, the "Real  
Property"), including by way of example and not by  
way of limitation, all lighting, heating,  
ventilating, air conditioning, incinerating,  
sprinkling, laundry, lifting and plumbing fixtures  
and equipment, water and power systems, loading and  
unloading equipment, burglar alarms and security  
systems, fire prevention and fire extinguishing  
systems and equipment, engines, boilers, ranges,  
refrigerators, stoves, furnaces, oil burners or  
units, communication systems and equipment, dynamos,

RECORD FEE 25.00  
POSTAGE .50  
GK

8837830 C345 R01 7145

05/03/91

23

transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- d. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- e. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

PRIEST BRIDGE CENTER  
JOINT VENTURE

By *Francis E. Gardiner, Jr.*  
Francis E. Gardiner, Jr.,  
Partner

By *William H. Natter, Jr.*  
William H. Natter, Jr.  
Partner

SECURED PARTY:

THE ANNAPOLIS BANKING AND  
TRUST COMPANY

By *William A. Busik*  
William A. Busik,  
Vice President

Date: May 1, 1990

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

The Annapolis Banking and Trust Company  
Church Circle  
Annapolis, MD 21401  
Attn: Commercial Loan Department

EXHIBIT "A"

BEGINNING for the same at a point in the southern right of way line of Defense Highway (Md. Route 450, 40' wide); said point of beginning being further located at the same point of beginning as that of a conveyance from Helen C. Cox to Priest Bridge Center Joint Venture by deed dated July 11, 1979, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3220, folio 140; said point of beginning being further located as the northeasternmost corner of Lot 1, of a minor subdivision recorded among the said Land Records of Anne Arundel County, Maryland in Liber 3529, folio 48; thence from said place of beginning so fixed and with part of the 1st line of said conveyance, South 05 degrees 29' 00" West, 194.00 feet to a point; thence running for a line of division through said conveyance and also through a conveyance from Francis E. Gardiner, Sr. and Francis E. Gardiner, Jr. to Priest Bridge Center Joint Venture by deed dated July 11, 1979 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3220, folio 159 and with the division line between said Lot 1 and Lot 1A of said minor subdivision (3529-48), North 84 degrees 31' 00" West, 244.58 feet to a point in the eastern right of way line of Priest Bridge Drive (80 feet wide); thence leaving said Lot 1A and running with Eastern side of said Priest Bridge Drive on a curve to the left having a radius of 886.10 feet for an arc length of 67.65 feet to a point of tangency; thence North 02 degrees 39' 04" West, 65.29 feet to a flare in the right of way line; thence North 42 degrees 24' 25" East, 35.32 feet to a point in the aforementioned right of way line; thence leaving Priest Bridge Drive and with part of Defense Highway and with part of both aforementioned conveyances to Priest Bridge Center Joint Venture, North 87 degrees 26' 46" East, 241.99 feet to the place of beginning. Containing 1.02 acres, more or less (44,345 square feet), according to a plat and description prepared by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in October 1982 without benefit of field survey. See Plat recorded among the Land Records of Anne Arundel County in Liber 3529, folio 48.

BEING a part of each of the following two conveyances:  
(1) Helen C. Cox to Priest Bridge Center Joint Venture, by Deed dated July 11, 1979 and recorded among the Land Records of Anne Arundel County in Liber 3220, folio 140; and (2) Francis E. Gardiner, Sr. and Francis E. Gardiner, Jr. to Priest Bridge Center Joint Venture, by Deed dated July 11, 1979 and recorded as aforesaid in Liber 3220, folio 159. Also being Lot 1 of the above mentioned minor subdivision plat recorded among said Land Records of Anne Arundel County, Maryland in Liber 3529, folio 48.

TOGETHER with a 35 foot easement for ingress and egress and for use in common for parking, described as follows:

BEGINNING for the same at a point in the eastern right of way line of Priest Bridge Drive, 80 foot right of way, said point of beginning being the common corner between Lot 1 and Lot 1A of a minor subdivision plat recorded among the Land Records of Anne Arundel County, Maryland in Liber 3529, folio 48; thence leaving said Priest Bridge Drive and running from the place of beginning so fixed and with the division line between the above mentioned Lot 1 and Lot 1A, South 84 degrees 31' East, 244.58 feet to a point in the Eastern outline of a conveyance from Helen C. Cox to Priest Bridge Center Joint Venture by Deed dated July 11, 1979 and recorded among the said Land Records of Anne Arundel County, Maryland in Liber 3220, folio 140; thence leaving said Lot 1 and running with part of the above mentioned eastern outline of the Priest Bridge Center Joint Venture property (Liber 3220, folio 140) and with part of the eastern outline of Lot 1A, South 05 degrees 29' West, 35.0 feet to a point; thence running across Lot 1A, North 84 degrees 31' West, 242.98 feet to a point in the above mentioned eastern right of way line of Priest Bridge Drive; thence running with a curve to the left, having a radius of 886.10 feet and an arc length of 35.04 feet to the place of beginning.

NOT SUBJECT TO RECORDATION TAX  
TO BE RECORDED AMONG THE FINANCING STATEMENT  
RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

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

- |                                       |   |   |
|---------------------------------------|---|---|
| 1. Name and Address of Debtor:        | Brown, Croft and Frazier Venture<br>100 Cathedral Street<br>Annapolis, Maryland 21401   | RECORD FEE 16.00<br>POSTAGE .50<br>#837960 0345 R01 7:15:42 |
| 2. Name and Address of Secured Party: | FIRST AMERICAN BANK OF MARYLAND<br>111 South Calvert Street<br>Suite 2610<br>Baltimore, Maryland 21202<br>Attention: Raymond J. Ehrlich | CK 05/03/90   |

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

(a) All of the Debtor's right, title and interest in and to (i) any property deemed by applicable law to be a fixture and now or hereafter located upon or affixed to the Premises (hereinafter defined) or the structures located or in the Premises (the "Improvements"), (ii) all machinery, equipment and other personal property of every kind and nature, both now and hereafter located in or on, or used, or intended to be used, in connection with the ownership or operation of the Premises or the Improvements (excluding such personal property owned by any tenant or tenants occupying all or any part of the Premises or Improvements and any personal property of the Debtor which inventory or consumer goods as such terms are defined by the Maryland Uniform Commercial Code), and (iii) any and all alterations, additions and accessions to such property (described in sub-parts (i) and (ii) of this paragraph (a)), substitutions therefor and replacements thereof. As used herein, the "Premises" means the real property described in Exhibit A attached hereto, which Premises is also described in Indemnity Deed of Trust dated March \_\_, 1990 (the "Deed of Trust") from the Debtor to Richard J. Nee and C. Wayne Davis, trustees for the benefit of the Secured Party. The Debtor is the record owner of the Premises.

(b) All of the Debtor's right, title and interest in and to any and all judgments, awards, payments, proceeds, settlements or other compensation both now and hereafter made for or in respect of the Premises, or any part thereof, the Improvements or any part thereof, and/or any lease (hereafter defined), including interest thereon and the right to receive the same, as a result of, or in connection with, any condemnation proceeding, exercise of the power of eminent domain or deed in lieu thereof;

(c) All of the Debtor's right, title and interest in and to any and all proceeds of the conversion, voluntary or involuntary, and in trust payable thereon, of all or any part of the Premises, the Improvements and/or any lease into cash or liquidated claims, including, without limitation, proceeds of property and casualty insurance, title insurance or any other insurance maintained or carried on all or any part of the Premises and the Improvements and the right to collect and receive the same.

(d) All of the Debtor's right, title and interest to all leases of all or any part of the Premises and Improvements both now and hereafter existing (each a "Lease" and collectively, the "Leases") and all accounts (as defined in the Maryland Uniform Commercial Code) and general intangibles (as defined in the Maryland Uniform Commercial Code) existing as a result of, or in connection with, any such Lease and all cash and non-cash proceeds thereof, including, without limitation, all rights of the Debtor thereunder, and all rents, issues, income, royalties and other benefits of and from the Premises and the Improvements both now existing and hereafter arising.

03-07-90  
WJT

2077b

BOOK 555 PAGE 329

4. This Financing Statement also covers all of the proceeds of the items of property described herein.

5. The Debtor hereby certifies that the underlying transaction is exempt from recordation tax.

Debtor:

Brown, Croft and Frazier Venture

ATTEST:

By: BCF Investment Corporation,  
General Partner

Robert W. Frazier  
Robert W. Frazier, Secretary

By: Stephen R. Brown (SEAL)  
Stephen R. Brown, President

ATTEST:

By: Brown, Croft and Frazier MRI  
Associates, P.A., General Partner

Robert W. Frazier  
Robert W. Frazier, Secretary

By: Stephen R. Brown (SEAL)  
Stephen R. Brown, President

To the Filing Officer: After this Statement has been recorded, please mail the same to Natalie A. Klaum, Legal Assistant, Frank, Bernstein, Conaway & Goldman, 300 E. Lombard Street, Baltimore, Maryland 21202.

EXHIBIT 'A'

BEING KNOWN AND DESIGNATED as Condominium Unit Nos. 110 and 119, in the Weems Creek Medical Center Condominium, located in Annapolis, Maryland and established pursuant to the Declaration dated February 1, 1990 and recorded among the Land Records of Anne Arundel County in Liber 5046, folio 640, et seq., and By-Laws dated February 1, 1990 and recorded among the Land Records of Anne Arundel County in Liber 5046, folio 702, et seq., and as shown on Condominium Plats entitled, "Weems Creek Medical Center Condominium" and recorded among the aforesaid Land Records in Condominium Plat Book 45, plat 42-48, et seq., respectively. BEING KNOWN AS Unit Nos. 110 and 119.

TOGETHER WITH the appurtenances and advantages thereunto pertaining and especially including an undivided 14.6% interest, as a tenant in common, with other owners of units in the common elements and all rights and privileges of the condominium owner in said condominium, subject to the obligations of such owner more particularly described in said Declaration, By-Laws and Plats for Weems Creek Medical Center Condominium.

MR. CLERK:  
PLEASE RETURN TO:

BLUMENTHAL, WAYSON, DOWNS &  
OFFUTT, PA  
P. O. BOX 868  
ANNAPOLIS, MD 21404-0868  
ATTN: DAVID S. BRUCE, ESQUIRE

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

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

- 1. Debtor: Address:  
VERNON R. CROFT 100 Cathedral Street  
Annapolis, Maryland 21401
- 2. Secured Party: Address:  
FIRST AMERICAN BANK OF MARYLAND 111 South Calvert Street  
Suite 2610  
Baltimore, Maryland 21201  
Attn: C. Wayne Davis

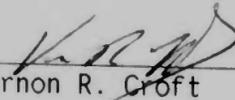
3. This Financing Statement covers all of the following property:

(a) All of the Debtor's partnership interests in BCF Associates, a Maryland general partnership (the "Partnership"), both now and hereafter owned, acquired, or existing, and all rights, powers and remedies of the Debtor resulting from or in connection with, such partnership interests, including, without limitation, all rights, powers and remedies of any nature whatsoever of the Debtor under or by reason of the Partnership Agreement of BCF Associates dated November 19, 1984, and all amendments thereto and certificates and amended certificates filed in conjunction therewith;

(b) All monies and/or property due or to become due under or in connection with the Debtor's partnership interests in the Partnership including without limitation, (i) any income, bonuses, profits or fees, (ii) any distribution of cash or property, including, without limitation, any and all distributions of cash flow and profits, (iii) any return of capital contributions, (iv) any proceeds resulting from the refinancing, sale or other disposition of all or any part of the assets or property of the Partnership, (v) any cash or property resulting from the dissolution, termination, winding up, and/or liquidation of the Partnership, and (vi) any other right to receive monies on account of, or in connection with, the interests of the Debtors as a partner of the Partnership; and

(c) All cash and non-cash proceeds and products of all of the foregoing described in clauses (a) and (b) above.

DEBTOR:

 (SEAL)  
Vernon R. Croft

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

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

MR. CLERK:  
PLEASE RETURN TO:

BLUMENTHAL, WAYSON, DOWNS &  
OFFUTT, PA  
P. O. BOX 868  
ANNAPOLIS, MD 21404-0868  
ATTN: DAVID S. BRUCE, ESQUIRE

RECORD FEE 11.00  
CK .50  
REGISTERED R01 115:42  
05/03/90  
H. LEE SCHAFER  
CLERK OF DISTRICT COURT

TO BE

NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ \_\_\_\_\_

555 RE-332

FINANCING STATEMENT

280787

Dudley W Hyde Dudley W Hyde  
Name or Names—Print or Type

1602 Long Pt Rd City - County State Zip Code

1. Debtor(s):

Virginia I Hyde Virginia I Hyde  
Name or Names—Print or Type

1602 Long Pt Rd City - County State Zip Code  
1602 Long Point Rd Pasadena (AA Co) md 21122

2. Secured Party:

MAIL TO:

Sears, Roebuck & Co Sears, Roebuck & Co  
Name or Names—Print or Type

6901 Security Blvd., Baltimore, Md. 21207  
Address—Street No., City - County State Zip Code

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

dwelling  
1602 Long Pt Rd  
Pasadena Md 21122

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

Wall to wall  
carpet

— 1602 Long Point Rd Pasadena (AA Co) Md. 21122

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

Dudley W Hyde  
(Signature of Debtor)

Dudley W Hyde  
Type or Print

Virginia I Hyde  
(Signature of Debtor)

Virginia I Hyde  
Type or Print

SECURED PARTY:

Sears, Roebuck & Co.  
(Company, if applicable)

J.D. Althouse  
(Signature of Secured Party)

J.D. Althouse—Credit Central Oper. Mgr.  
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 \_\_\_\_\_

ATA Co  
13.50

13-8

RECORD FEE 13.00  
POSTAGE CK .50  
HT 3578 DT 11 102 115429  
05/03/90  
AA CO. CIRCUIT COURT

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
280288

555 333

FINANCING STATEMENT

1. Debtor(s):

Philip Surprenant Philip J Surprenant  
Name or Names—Print or Type

1305 Odenton Rd Odenton Md 21113  
Address—Street No., City - County State Zip Code

Sue Surprenant Sue Surprenant  
Name or Names—Print or Type

1305 Odenton Rd Odenton Md 21113  
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party:

Sears, Roebuck and Company  
Name or Names—Print or Type

6901 Security Blvd. Baltimore, Md. 21207  
Address—Street No., City - County State Zip Code

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

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

Bathroom 1305 Odenton Rd Odenton (AA Co) Md. 21113

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Philip J Surprenant  
(Signature of Debtor)

Philip J Surprenant  
Type or Print

Sue Surprenant  
(Signature of Debtor)

Sue Surprenant  
Type or Print

Sears, Roebuck and Company  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

J.D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

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

and Address Sears, Roebuck & Co. 6901 Security Bldg., Baltimore, Md. 21207

RECORD FEE 13.00  
POSTAGE .50  
NET 350.00  
CK 05/03/90  
H. EARL SCHAFER  
AA CO. CIRCUIT COURT

13.50

A.A. Co  
13.50

TO BE RECORDED IN LAND RECORDS  
 NOT TO BE

RECORDED IN LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

ON PRINCIPAL AMOUNT OF  
280789

555 THE 334

### FINANCING STATEMENT

1. Debtor(s):

Alvin R Wilkerson Alvin R Wilkerson  
Name or Name—Print or Type  
510 Sudbury Rd Linthicum, Md 21090  
Address—Street No., City - County State Zip Code

Lois F. Wilkerson Lois F Wilkerson  
Name or Name—Print or Type  
510 Sudbury Rd Linthicum, Md 21090  
Address—Street No., City - County State Zip Code  
510 Sudbury Rd Linthicum (AA Co) Md. 21090

2. Secured Party:

**MAIL TO:**

Sears, Roebuck and Company  
Name or Name—Print or Type  
6901 Security Blvd., Baltimore, Md. 21207  
Address—Street No., City - County State Zip Code

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

(17) D/H. Signs. Sixth Vinyl Replacement Windows

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

510 Sudbury Rd 510 Sudbury Rd Linthicum (AA Co) Md 21090  
Linthicum, Md 21090

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

Debtor(s):

SECURED PARTY:

Alvin R Wilkerson  
(Signature of Debtor)

Alvin R Wilkerson  
Type or Print

Lois Wilkerson  
(Signature of Debtor)

Lois F Wilkerson  
Type or Print

Sears, Roebuck and Company  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

J. D. Althouse—Credit Central Oper., Mar.  
Type or Print (Include title if Company)

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

and Address Sears, Roebuck & Co. 6901 Security Blvd., Baltimore, Md. 21207

RECORD FEE 13.00  
POSTAGE .50  
CK  
MAY 1970  
H. ORLE SCHAFER  
CO. CLERK

1358

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

BOOK 555 PAGE 335

FINANCING STATEMENT

280790

1. Debtor(s):

THOMAS M. EIDE Thomas M Eide  
Name or Names—Print or Type  
6309-CAROLINA AVE., GLEN BURNIE, A.A., MD. 21061  
Address—Street No., City - County State Zip Code

DARLENE I. EIDE Darlene I Eide  
Name or Names—Print or Type  
6309-CAROLINA AVE., GLEN BURNIE, A.A., MD. 21061  
Address—Street No., City - County State Zip Code  
6309 Carolina Ave. Glen Burnie (AA Co.) Md. 21061

MAIL TO:  
2. Secured Party:

Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

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

Kitchen Remodelling per Contract/Proposal # 9257146.

Signed and Dated 01/10/90.

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

Detached Single Family Dwelling; Known as,

6309-CAROLINA AVE., GLEN BURNIE, AA, MD. 21061  
Address—Street No. City Co. State Zip

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

Thomas M Eide

Thomas M Eide  
(Signature of Debtor)

THOMAS M. EIDE  
Type or Print

Darlene I. Eide  
(Signature of Debtor)

DARLENE I. EIDE  
Type or Print

Darlene I Eide

SECURED PARTY:

Sears, Roebuck and Company  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

J. D. Althouse-Credit Cntrl Oper. Mgr.  
Type or Print (Include title if Company)

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

and Address Sears, Roebuck & Co. 6901 Security Blvd., Baltimore, MD 21207

RECORD FEE 13.00  
POSTAGE CK .50  
STATE OF MD DEPT OF REGISTRY  
BALTIMORE, MD 21201  
05/05/90

ERLE SCHAFER  
CLERK OF COURT

A.A. Co  
13.50

1258

CROSS-INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 510 Page No. 384  
Identification No. 266956 Dated April 6, 1987

1. Debtor(s) { June A Witt & Howard B Witt  
Name or Names—Print or Type  
212 Winston Rd, Pasadena (AA Co) Md. 21122  
Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

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

DJ

RECORD FEE 13.00  
POSTAGE .30  
#263911 CITT R02 115135  
05/03/90  
H. ORLE SCHAFER  
AA CO. CIRCUIT COURT

Dated: May 1, 1990 Sears, Roebuck and Company  
Name of Secured Party

*[Signature]*  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

A.A.Co  
13.50

13.8

STATE OF MARYLAND

555 PAGE 337

COUNTY - ANNE ARUNDEL COUNTY 0247-7

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249200

RECORDED IN LIBER 466 FOLIO 199 ON 9-30-83 (DATE)

1. DEBTOR

Name Harley Davidson of Annapolis, Inc.  
Address 1929 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.  
Address P. O. Box 866547, Plano, TX 75086-6547

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

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

PLEASE SEE ATTACHED:

RECORD FEE 10.00  
POSTAGE .50  
#838160 0777 R01 109:45  
05/04/90  
H. ERNE SCHAFER  
AA CO. CIRCUIT COURT

DJ

Harley Davidson of Annapolis, Inc ITT COMMERCIAL FINANCE CORP.  
By: Charles E. Fischer  
Debtor

Dated 3-8-90

Johnnie Braley  
(Signature of Secured Party)  
Johnnie Braley Credit Analyst  
Type or Print Above Name on Above Line

Please amend UCC verbage to read:

"All inventory, accounts, contract rights, chattel paper, instruments, documents of title, deposit accounts and general intangibles, whether now owned or hereafter acquired and all attachments, accessories, accessions, substitutions and replacements thereto, and all proceeds thereof. All accounts, contract rights, chattel paper, instruments, reserves and general intangibles, owned by or due Debtor, now or in the future, however they may be due Debtor, and wherever located, and all proceeds and products thereof. All rebates, discounts, credits and incentive payments, now or hereafter due Debtor relating to any inventory and all proceeds thereof."

"Not Subject to Recordation Tax"

MAIL TO:

ITT BUSINESS SERVICES CORP  
PO BOX 105029  
ATLANTA, GA. 30348 - 9922

280791

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) ABC Appliance Sales & Service 6 Mayo Road Edgewater, MD 21037 AND FEDERAL TAX E.I.N. 52-1098273		2. Secured Party(ies) and address(es) Maytag Financial Services Corp. 403 W. 4th St. N. Newton, IA 50208	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property All inventory of the Debtor now owned or hereafter acquired with any present or future advances made or obligations incurred by Maytag Financial Services Corp. ("MFSC"), from time to time in MFSC's sole discretion, including but not limited to, goods and merchandise bearing the trademarks and/or service marks ADMIRAL, CHILL-CHEST, CROSLY, DIXIE, DIXIE-NARCO, GAFFERS & SATTLER, HARDWICK, JENN-AIR, MAGIC CHEF, MAGIC CHEF AIR, MAYTAG, NORGE, and/or WARWICK and any other products sold by Maytag Corporation, its divisions and/or subsidiaries and all additions, accessions, substitutions, replacements, increases thereto and proceeds thereof.			5. Assignee(s) of Secured Party and Address(es) RECORD FEE 11.00 .50

CK

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

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

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

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

Filed with: #839170 0777 R01 109:46  
05/04/90

This transaction not subject to recordation tax  
MAYTAG FINANCIAL SERVICES CORP.

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

MAIL TO:  
ITT BUSINESS SERVICES CORP  
P.O. Box 105029  
ATLANTA, GA 30348-9990

555 PAGE 340

280791

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

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

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

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Fulton, Richard		7201 Wisconsin Avenue, Suite 310,	Bethesda,	MD 20814
Fulton, Susan		7201 Wisconsin Avenue, Suite 310,	Bethesda,	MD 20814
(Tenants by the Entirety)				

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
U.S.A. Development Associates Limited Partnership,		8701 Georgia Ave., Suite 210,	Silver Spring	MD 20910

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

10.895% Limited Partnership interest in U.S.A. Development Associates Limited Partnership, a Maryland Limited Partnership.

RETURN TO:

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

RECORD FEE 12.00  
 POSTAGE CK .50  
 RECEIVED 5777 R01 109:59  
 05/04/90

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on; (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Richard G. Fulton (Seal)  
Richard Fulton, Debtor

Susan Fulton (Seal)  
Susan Fulton, Debtor

SECURED PARTY:

U.S.A. DEVELOPMENT ASSOCIATES  
LIMITED PARTNERSHIP  
By: E.R. Hotel Corporation, general partner

By: Norman Understein (Seal)  
Norman Understein, President

12-50

280792

555 PAGE 341

FINANCING STATEMENT

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

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

Maturity date (if any)

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

Lauroesch, John G.	5608	Wood Way, Bethesda, Maryland	20816	
Lauroesch, Lisa (Tenants by the Entirety)	5608	Wood Way, Bethesda, Maryland	20816	

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

U.S.A. Development Associates Limited Partnership, 8701 Georgia Ave., Silver Spring, MD 20910

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

10.895% Limited Partnership interest in U.S.A. Development Associates Limited Partnership, a Maryland Limited Partnership.	RECORD FEE	12.00
	POSTAGE	.50

#838190 0777 R01 109:59

GK 05/04/90

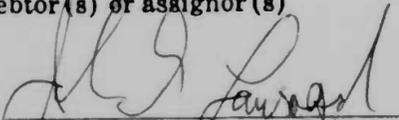
RETURN TO:

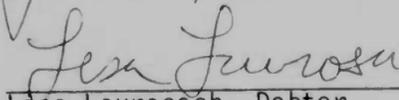
(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

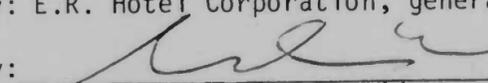
- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is 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)

 (Seal)  
John G. Lauroesch, Debtor

 (Seal)  
Lisa Lauroesch, Debtor

SECURED PARTY:

U.S.A. DEVELOPMENT ASSOCIATES  
LIMITED PARTNERSHIP  
By: E.R. Hotel Corporation, general partner  
By:  (Seal)  
Norman Understein, President

12

280793

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000  
1625 Eye St., N.W., Washington, D.C. 20006

555 REC-342

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

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

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
E.R. Hotel Corporation		8701 Georgia Avenue, Suite 210	Silver Spring, Maryland	20910

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

U.S.A. Development Associates Limited Partnership, 8701 Georgia Ave., Silver Spring, MD 20910

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

43.58% General Partnership interest in U.S.A. Development Associates Limited Partnership, a Maryland Limited Partnership.

RECORD FEE 11.00  
 POSTAGE .50  
 #838200 C777 R01 109:59  
 CK 05/04/90

RETURN TO:

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

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor (s) or assignor (s)

SECURED PARTY:

E.R. HOTEL CORPORATION

U.S.A. DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP

By: E.R. Hotel Corporation, general partner

By: [Signature] (Seal)  
Norman Understein, President

By: [Signature] (Seal)  
Norman Understein, President



280701

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

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

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

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

U.S.A. DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP		8701 Georgia Avenue, Suite 210 Silver Spring, Maryland 20910		
--	--	---	--	--

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

Baltimore Washington Hotel Limited Partnership, 8701 Georgia Ave., Suite 210, Silver Spring, MD 20910				
---	--	--	--	--

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

4.9% General Partnership interest in Baltimore Washington Hotel Limited Partnership.

RECORD FEE 12.00  
 POSTAGE GK .50  
 #838210 0777 R01 110:00  
 05/04/90

RETURN TO:

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

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is ~~is~~ not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor (s) or assignor (s)

SECURED PARTY:

U.S.A. DEVELOPMENT ASSOCIATES  
LIMITED PARTNERSHIP  
By: E.R. Hotel Corporation,  
general partner

BALTIMORE WASHINGTON HOTEL LIMITED PARTNERSHIP  
By: U.S.A. Development Associates  
Limited Partnership, general partner  
By: E.R. Hotel Corporation, general partner

By: [Signature] (Seal)  
Norman Understein, President

By: [Signature] (Seal)  
Norman Understein, President

12

280795

FINANCING STATEMENT

FORD MOTOR COMPANY 17

FORD PARTS AND SERVICE DIVISION 12304

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

1. Debtor(s) (Last Name First) and Address(es) <i>Gen Boone L-m 51 Mountain Rd Pasadena MD 21122</i>	2. Secured Party(ies) and Address(es) <b>FORD MOTOR COMPANY</b> P.O. Box 1000 Plymouth, Michigan 48170	For Filing Officer (Date, Time, Number and Filing Office)
---	---	---

4. This financing statement covers the following types (or items) of collateral:  
SEARCH COUNTY (CONIDTIONAL SALES CONTRACT RECORDATION TAX NOT REQUIRED)

Industrial Equipment — Rotunda Service Equipment, tools, and fixtures including but not limited to the following specific items now in the possession or hereafter acquired by the debtor, and all proceeds from any sale or disposition thereof.

RECORD FEE 11.00  
POSTAGE CK .50  
#838330 0345 R01 110:29

Check  if covered:  Proceeds of Collateral  Products of Collateral covered Number of additional sheets presented: 05/04/90

Filed with: *ANNE Arundel County MARYLAND*

This instrument prepared by: **FORD MOTOR COMPANY**

By: *[Signature]* (Debtor)

By: *[Signature]* (Secured Party)  
**FORD MOTOR COMPANY**  
**FORD PARTS AND SERVICE DIVISION**

Signature(s) of Debtors Signature(s) of Secured Party(ies)

- FPS-315-197 April 1983 Previous editions may NOT be used
- 1 - FILING OFFICER COPY — ALPHABETICAL — WHITE
- 2 - FILING OFFICER COPY — NUMERICAL — GREEN
- 3 - FILING OFFICER COPY — ACKNOWLEDGMENT — CANARY
- 4 - SECURED PARTY COPY — PINK
- 5 - DEBTOR COPY — GOLDENROD

11  
+



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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269524

RECORDED IN LIBER 517 FOLIO 254 ON September 3, 1987 (DATE)

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Building, Suite 200-B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSN.  
Address 7711 Quarterfield Road, Glen Burnie, MD. 21061

DEBTOR

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

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

CHECK  FORM OF STATEMENT

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

DJ

RECORD FEE 10.00  
HT65170-077 R02 T11:02  
05/04/90  
H. ERIC SCHAFER  
AA CO. CLERK COURT

Dated 1 5 Feb 21, 1990

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

Layer  
AACo  
1308

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262784

RECORDED IN LIBER 500 FOLIO 123 ON 7/18/86 (DATE)  
124

1. DEBTOR

Name Trans-American Leasing Corp.  
Address 407 Crain Highway, Ste. 200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A.  
Address 300 E. Lombard Street  
Baltimore, MD 21202

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

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

RECORD FEE 10.00  
POSTAGE .50  
7765158 (777) 802 71102  
OF 14-90  
LE SCHAFER  
CREDIT COURT

CHECK  FORM OF STATEMENT

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

10.15

Baltimore Federal Financial F.S.A.

Dated 3/19/90

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

David P. Hurn  
Type or Print Above Name on Above Line

FILED IN ANNE ARUNDEL COUNTY

Gabriel

555 PAGE 347

EQUIPMENT LIST

- one (1) Gannomat DS-32 Standard Equipment s/n 173-644
- one (1) Ruler for line boring complete
- one (1) Hydraulic oil brake
- one (1) Mitre frame device complete
- one (1) Frame doweling device complete
- twenty-three(23) 5mm x 57mm "V" point bits
- thirty (30) 8mm x 77mm Brad point bits
- one (1) Stopping System - right side
- one (1) Gannomat Model 250 Dowel inserter for 8mm dowels s/n 121-644

Baltimore Federal Financial F.S.A.

BY: *[Signature]*

TITLE: Asst Sec



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 Phelaro, Inc.  
Address 566 A. Governor Ritchie Hwy, Severna Park, MD 21146

2. SECURED PARTY

Name NCC Leasing, Inc.  
Address 1601 S. Main Street, Dayton, OH 45409

RECORD FEE 11.00  
POSTAGE CK .50  
8745080 0777 R02 T10:57  
05/04/90  
H. ERLE SCHAFER  
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)

NCR ELECTRONIC DATA PROCESSING EQUIPMENT AND BUSINESS MACHINES, AND PROCEEDS, NOW OR HEREAFTER ACQUIRED FROM NCR INCLUDING, WITHOUT LIMITATIONS, COMPUTERS, COMPUTER PERIPHERALS, RETAIL AND FINANCIAL TERMINALS, ELECTRONIC CASH REGISTERS, AND ELECTRONIC DATA ENTRY AND ACCOUNTING EQUIPMENT.

Name and address of Assignee

PURCHASE MONEY SECURITY AGREEMENT 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)

\* Richard E. Phelan  
(Signature of Debtor)  
Richard E. Phelan  
Phelaro, Inc.  
Type or Print Above Name on Above Line

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

RETURN TO: Foxdale 4392KG  
LEXIS® DOCUMENT SERVICES  
P.O. Box 2969  
Springfield, Illinois 62708

Gayle M. Gyure  
(Signature of Secured Party)  
Gayle M. Gyure  
NCC Leasing, Inc.  
Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

FED TAX I.D. # 52-1149452

Name Annapolis Clothing Company Inc.  
Address 8 Parole Plaza, Annapolis, MD 21401

2. SECURED PARTY

Name NCC Leasing, Inc.  
Address 1700 S. Patterson Blvd. Dayton, OH 45479

RECORD FEE 1.10  
RECORD FEE  9.90  
POSTAGE .50  
8765090 0777 802 11:04:58  
05/04/90  
H. ERLE SCHAFER  
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)

NCR ELECTRONIC DATA PROCESSING EQUIPMENT & BUSINESS MACHINES, INCLUDING, WITHOUT LIMITATIONS, COMPUTERS, COMPUTER PERIPHERALS, RETAIL AND FINANCIAL TERMINALS, ELECTRONIC CASH REGISTERS, AND ELECTRONIC DATA ENTRY AND ACCOUNTING EQUIPMENT.

Name and address of Assignee  
\_\_\_\_\_

"PURCHASE MONEY SECURITY AGREEMENT 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)

RETURN TO: FO20479 4392KG  
LEXIS® DOCUMENT SERVICES  
P.O. Box 2969  
Springfield, Illinois 62708

Marian Cardwell  
(Signature of Debtor)  
Annapolis Clothing Company, Inc.  
Marian Cardwell  
Type or Print Above Name on Above Line

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

Gayle M. Gyure  
(Signature of Secured Party)  
NCC LEASING, INC.  
Type or Print Above Signature on Above Line  
Gayle M. Gyure

1150

TO BE

NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ \_\_\_\_\_

FINANCING STATEMENT

Peerless of Annapolis, Inc.

1. Debtor(s):

Name or Names—Print or Type  
141-43 E. Main St., Annapolis, MD 21401  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
Address—Street No., City - County State Zip Code

2. Secured Party:

Glazer & Glazer, Inc.  
Name or Names—Print or Type  
200 W. Baltimore St., Baltimore, MD 21201  
Address—Street No., City - County State Zip Code

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

Goods supplied on consignment by Secured Party in Debtor's premises for resale, consisting of men's and women's clothing, furnishings and accessories in the nature of suits, pants, jackets, coats, haberdashery, and related items; and to include replenishment thereof.

RECORD FEE 11.00  
POSTAGE .50  
STAMPS 02/10/70  
05/04/70  
CKI  
CIRCUIT COURT

DEBTOR(S): Peerless of Annapolis, Inc.

*Stuart W. Greenfield*  
(Signature of Debtor)

Stuart W. Greenfield, President  
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Glazer & Glazer, Inc.  
(Company, if applicable)

*William Glazer*  
(Signature of Secured Party)

William Glazer, President  
Type or Print (Include title if Company)

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

Name and Address Mitchell Stevan, Esq., 345 N. Charles St., Baltimore, MD 21201

11.50

FINANCING STATEMENT FORM UCC-1

280800

Identifying File No.

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

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

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

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

1. ~~LESSOR~~ Lessee:

Name TMG, INC. T/A LORDS & LADY'S
Address 2307-B Forest Drive, Annapolis, MD 21401

THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation
Address P.O. Box 157, Willow Grove, PA 19090

Return To

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

3. Maturity date of obligation (if any)

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

S/N 075580 - 084669
083712 - 083674

- (4) NSA Air Filter #1200A
(1) NSA Water Cooler (Hot & Cold) #CBS1HN

S/N 90011456

Name and address of Assignee
BANK HAPOALIM, B.M.
3 Penn Center
Philadelphia, PA 19102

CHECK THE LINES WHICH APPLY

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

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

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

(Signature of Debtor)

Type or Print Above Name on Above Line

Teena Caplan, President

TMG, INC.
T/A LORDS & LADY'S
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Sandy Haggerty, Asst. Secy,
Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
M & M Machine Services, Inc. <small>(Name)</small>	THE FIRST NATIONAL BANK OF MARYLAND
7100 Fort Smallwood Road <small>(Address)</small>	Attn: June Hornick <small>(Name of Loan Officer)</small>
Baltimore, Maryland 21226	18 West Street <small>(Address)</small> Annapolis, Md. 21401

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

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

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

RECORD FEE **CK** 11.00  
 .50  
 8764870 0777 802 110437  
 05/04/90  
 H. ERLE SCHAFER  
 MD. CHIEF CLERK

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

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

<u>DEBTOR (OR ASSIGNOR)</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
M & M Machine Services, Inc. <small>(Seal)</small>	First National Bank of Md. <small>(Seal)</small>
 <small>(Signature)</small>	 <small>(Signature)</small>
Edwin J. Mosmiller, Jr., President <small>(Print or Type Name)</small>	June R. Hornick. <small>(Print or Type Name)</small>

11-9

MARYLAND FINANCING STATEMENT

280802 UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ 651.00 on  
Principal Amount of \$ 92,805.00 is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

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

1. DEBTOR: Braswell Precision, Inc.  
(Name or Names)  
7513 Connelley Drive, Suite D, Hanover, Maryland 21076  
(Address)

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

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

3. ASSIGNEE (if any)  
of SECURED PARTY: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

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

Matsuura 600V Machining Center Serial No. 891207997

RECORD FEE 11.00  
RECORD TAX 651.00  
HT64940 15777 R02 110:33  
05/04/90  
CK H. ERLE SCHAFFER  
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 Collateral are also covered: Yes  No

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

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

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

Return To: \_\_\_\_\_  
\_\_\_\_\_

RECEIVED  
APR 27 1990

11<sup>00</sup> 651 06

TO BE RECORDED AMONG THE FINANCING RECORDS  
OF ANNE ARUNDEL COUNTY, MARYLAND

BK 545 Pg. 177

ID# 278356

Not to be recorded  
in Land Records

Not subject to Recordation Tax  
Principal amount of debt  
secured is:

Increase from \$800,000  
to \$900,000

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.

AMENDMENT TO FINANCING STATEMENT

- |  |  |
|--|--|
| 1. Debtor:                                 | Address:   |
| George C. Shenk, Sr.<br>and Reo Shenk      | 1983 Moreland Parkway<br>Annapolis, Maryland 21401 |
| 2. Secured Party:                          | Address:   |
| The Annapolis Banking<br>and Trust Company | P.O. Box 311<br>Annapolis, Maryland 21404          |
| 3. Trustee:                                | Address:   |
| Randall M. Robey<br>and William A. Busik   | P.O. Box 311<br>Annapolis, Maryland 21404          |

DJ

RECORD FEE 12.00  
POSTAGE .50

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

12.8

#653780 DT77 R03 T13:22  
05/04/90  
PROPERTY CHAFER  
COURT

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 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, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: April 21, 1994.

Debtor:

Secured Party:

George C. Shenk, Sr.  
George C. Shenk, Sr.

By: Michael J. Hig

Reo Shenk  
Reo Shenk

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

B03884BC.STM

Annapolis Banking and Trust Company  
George Shenk and Reo Shenk  
Whitmore Printing Company

Exhibit A

Lot 3B as shown on the Second Amended  
Plat of Section 2, Annapolis Business  
Center, recorded among the Plat Records  
of Anne Arundel County in Plat Book  
69, folio 46, lot containing 1.639  
acres more or less.

FINANCING STATEMENT

BOOK 555 PAGE 357

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

1. Name of Debtor(s): DUNMARK, INC.  
Address: 2042 SOMMERVILLE ROAD  
ANNAPOLIS, MD. 21401

280804

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

RECORD FEE 11.00

POSTAGE **CK** .50

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

All inventory, raw materials, goods in process, finished machinery, furniture, furnishings, fixtures, vehicles, equipment, all tangible assets, accounts receivable, book debts, notes, chattel paper, acceptances, rebates, incentive payments, drafts, contracts, contract rights, choses in action, and all tangible assets whether now owned or hereafter acquired, and all attachments, accessories, additions thereto, substitutions, accessories and equipment therefor, and replacements.

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) DUNMARK, INC.

BY: John T. Christo, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Keith J. Bear, Assistant Vice President  
(Type Name and Title)

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

(Attn-Clerk: Return to [redacted])

BALD AND HALE  
192 DUKE OF GLOUCESTER ST.  
ANNAPOLIS, MD. 21401

T4321

T 4321  
T 4321

FINANCING STATEMENT

555 358

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

1. Name of Debtor(s): FRED'S, INC.  
Address: 2348 Solomon's Island Road  
Annapolis, MD 21401

280805

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, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, all tangible assets, accounts receivable, book debts, notes, chattel paper, acceptances, rebates, incentive payments, drafts, contracts, contract rights, choses in action, and all tangible assets whether now owned or hereafter acquired, and all attachments, accessories, additions thereto, substitutions, accessories and equipment therefor, and replacements.

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" and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to: 11.00

RECORDED  
POSTAGE 3K .50  
8808740 0345 R01 113:40  
05/04/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): FRED'S, INC.  
BY: *[Signature]*  
John T. Christo, President

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *[Signature]*  
Keith J. Birkar, Assistant Vice President  
(Type Name and Title)

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

(Attn-Clerk: Return to [Redacted])

BALD AND HALE  
192 DUKE OF GLOUCESTER ST.  
ANNAPOLIS, MD. 21401

T-4321  
045-580/3 Rev. 5/86

FINANCING STATEMENT

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

BOOK 555 PAGE 359

1. Name of Debtor(s); Address: John T. Christo and Martha E. Christo, his wife  
710 Americana Drive, A-1  
Annapolis, MD 21401

280806

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

RECORD FEE 13.00  
POSTAGE GK .50  
#828750 0345 R01 113:41  
05/04/90

3. This Financing Statement covers the following types (or items) of property:  
All inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, all tangible assets, accounts receivable, book debts, notes, chattel paper, acceptances, rebates, incentive payments, drafts, contracts, contract rights, choses in action, and all tangible assets whether now owned or hereafter acquired, and all attachments, accessories, additions thereto, substitutions, accessories and equipment therefor, and replacements.

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):  
*[Signature]*  
John T. Christo  
*[Signature]*  
Martha E. Christo

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *[Signature]*  
Keith O. Ticker, Assistant Vice-Pres.  
(Type Name and Title)

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

(Attn-Clerk: Return to [Redacted])

BALD AND HALE  
192 DUKE OF GLOUCESTER ST.  
ANNAPOLIS, MD. 21401

T 4321

041005

280807

555 PAGE 360

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 3,500.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Ronald A. Wilson

Address

134 Island View Dr.  
Annapolis, MD 21401

SECURED PARTY

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

Attach separate list if necessary

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

1-Used 1979 John Deere Skid Steer Loader  
Model #125  
Serial #095669M

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

RECORD FEE 11.00  
 RECORD TAX 24.50  
 POSTAGE ~~CR~~ .50

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

#653810 0777 R03 T13:51  
 05/04/90  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

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

Debtor (or Assignor)

*Ronald Wilson*  
Ronald Wilson

Secured Party (or Assignee)

FARMERS NATIONAL  
BANK OF MARYLAND

BY *William L. Tomlinson*  
William L. Tomlinson, Branch Manager

Type or print names under signatures

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

11.00  
24.50  
-50

280808

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)

Walp, Mark  
1207 West & McKendree  
Annapolis, MD 21401

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

Chevron U.S.A. Inc.  
P.O. Box R  
Concord, CA 94525

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

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

Service station equipment financed on Purchase and Sale Security Agreement for use at service station facility #0121883

RECORD FEE 11.00  
POSTAGE CK .50

MD20000 1345 R01 714:SB

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

H. ERLE SCHAFER  
MD 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:

By: Mark D. Walp  
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy--Alphabetical

STANDARD FORM - FORM UCC-1.

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

No. of Additional Sheets Presented: 1

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

Edwin Jay, Inc.  
515 West 24th Street  
New York, NY 10011

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

NOrstar Bank/Manufacturers  
And Traders Trust Company  
56 East 42nd Street  
New York, NY 10017

3.  The Debtor is a transmitting utility.

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

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

See Schedule A attached hereto

NOT SUBJECT TO  
RECORDATION TAX

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

RECORD FEE 11.00

POSTAGE GK .50

Products of the Collateral are also covered.

8. Describe Real Estate Here:

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

9. Name of a Record Owner

7.  The described crop, produce or livestock  
 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)

05/07/90  
H. ERLE SWANER  
M. CH. 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)  
 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.

Edwin Jay, Inc.

Norstar Bank/Manufacturers And Traders Trust Company

By

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

By

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

(1) Filing Officer Copy-Numerical (5/82)

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

REC'D TO THE RECORDATION OFFICE 10/22/90

EDW 555 PAGE 363

SCHEDULE A TO THE FINANCING STATEMENT  
ON FORM UCC-1 NAMING EDWIN JAY, INC.  
AS THE DEBTOR, AND NORSTAR BANK  
AND MANUFACTURERS AND TRADERS  
TRUST COMPANY AS THE SECURED PARTIES

All accounts and contract rights for goods sold or leased and/or services rendered by the Debtor, and all inventory (including, without limitation, raw materials, work in process and materials used or consumed or to be used or consumed in the manufacture, sale or lease of goods in the ordinary course of the Debtor's business, or in the processing, packaging or shipping of the same, and all finished goods), in each case whether now owned or hereafter acquired by the Debtor or in which the Debtor has or may hereafter acquire any right, title or interest and by whomsoever held and wheresoever located, and all proceeds and products of the foregoing.

5747d/3

PLEASE RETURN TO:-  
NATIONAL CODE CORPORATION  
225 WEST 34th ST., SUITE  
NEW YORK, NEW YORK 10122  
800-221-0102 212-947-7200

555 364

J

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) VOLVO-LAND T/A WOOTTON MOTORS CARS 8065 RITCHIE HWY PASADENA, MD 21122	2. Secured Party(ies) and address(es) QUAKER STATE OIL REFINING CORP. 55 SOUTH JEFFERSON RD. WHIPPANY, N. J 07981	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This statement refers to original Financing Statement No. 245513 filed (date) DEC 22 1982 with CIRCUIT COURT CO.

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

DJ

RECORD FEE 10.00  
 POSTAGE .50  
 #842610 C345 R01 110:33  
 05/09/90

H. ERLE SCHAFER

VOLVO-LAND T/A WOOTTON MOTORS CARS QUAKER STATE OIL REFINING CORP. REF. CIRCUIT COURT

By ..... Signature(s) of Debtor(s) (only on amendment) By [Signature] Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

555 PAGE 365

280810

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)  
Cox Creek Refining Company  
PO Box 3407  
Baltimore, MD 21226

2 Secured Party(ies) and address(es)  
Pechiney World Trade (USA), Inc.  
475 Steamboat Road  
Greenwich, CT 06836

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

4 This financing statement covers the following types (or items) of property:  
All inventory of secured party in the possession of debtor, including but not limited to, all toll and raw materials, processed product and the proceeds thereof, now owned or hereafter acquired in accordance with secured party contract number S-62991-01, as amended, which is an integral part of this financing statement.

5 Assignee(s) of Secured Party and Address(es)  
Banque Paribas  
787 Seventh Avenue  
New York, NY 10019

NOT SUBJECT TO MARYLAND RECORDATION TAX  
TO PERFECT A SECURITY INTEREST TAKEN OR RETAINED BY A SELLER OF COLLATERAL  
TO SECURE ALL OR PART OF ITS PRICE.

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:  
H. ERLE SCHAFER  
94th St. Circuit Court  
No. of additional Sheets presented: Seven

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered.

Cox Creek Refining Company  
By: Gary Miller  
GARY MILLER, VP., CFO  
(1) Filing Officer Copy-Alphabetical

Pechiney World Trade (USA), Inc.  
By: [Signature]  
Title: VP  
Signature(s) of Secured Party(ies)  
Title: VP  
or Use in Most States)

STANDARD FORM - FORM UCC-9 LIKER, VP

B742825

475 Steamboat Road  
Greenwich, CT 06830  
tel: (203) 625-9  
telex: (203) 622-8669

S-62991-01

COX CREEK REFINERY  
1000 KEMBO ROAD  
PO BOX 3407  
BALTIMORE, MD 21226

It is hereby agreed that Pechiney World Trade (USA), Inc. (hereinafter called "PWT") will toll Kidd Creek spent anodes at the following terms and conditions with Cox Creek Refining Company (hereinafter called "CCRC").

MATERIAL & QUALITY:

Kidd Creek Spent Copper anodes assaying approximately as follows:

Cu	99% min.
Ag	1500 G/MT
Au	2.1 - 7.6 G/MT
Pb	0.17 - 0.58%
Se	.15 - .21 %

And otherwise reasonably free of deleterious impurities.

QUANTITY AND SHIPMENT:

- 6000 MT (i.e 1000 MT to maximum 1500 MT per month from September to December, 1989.)

DELIVERY:

F.O.B. Cox Creek Works, against CCRC Holding Certificate in a form acceptable to PWT.

TITLE:

Pechiney World Trade shall at all times retain title until the copper/silver/gold is returned and or paid for.

PRICE:

Price will be the sum of the payments less deductions as follows:

COPPER:

Cox Creek Refining Co. (CCRC) shall return 100% of the full copper content after a 0.3 unit deduction in the form of full plate electrolytic copper "KE" Brand. The copper shall be returned FOT Cox Creek Works. 50% of the returnable copper shall be delivered 45 days after actual arrival of the spent anodes and the balance no later than 60 days after arrival.

**PECHINEY**  **WORLD TRADE**

**SILVER**

Deduct 0 .55 oz.<sup>1/MT</sup> from the agreed assayed silver content, and pay for 98% of the balance at London Bullion Market Spot US Cents equivalent as published in the Metal Bulletin, averaged for the Quotational Period.

**GOLD**

Deduct .02756 oz./MT from the agreed gold content and pay for 98% of the balance at the mean of London Bullion AM/PM fixings for gold as published in the Metal Bulletin and averaged for the Quotational Period.

**DEDUCTIONS:**

**TREATMENT CHARGE**

U.S. Dollars 143.00 (one hundred forty three United States Dollars) per Dry Metric ton of spent copper anode - shall be paid by T/T to CCRC against delivery of returned copper.

**QUOTATIONAL PERIOD**

Silver/Gold - 3rd month after month of arrival.

**PAYMENT:**

Silver/Gold - CCRC shall pay for 50% of the payable Silver/Gold upon arrival of the anodes at CCRC works. The balance shall be paid at the end of the quotational period (Third month after month of arrival).

**GUARANTEE:**

By latest September 5th 1989 CCRC shall open an irrevocable L/C in PWT's favor in a form acceptable to PWT for \$8.5 million which shall allow PWT to draw for the full value of the returnable metal and any unpaid balances due for silver and gold if for any reason CCRC fails to deliver 100% of the returnable copper due PWT by the 60th day after arrival (If the 60th day falls on a Saturday or Sunday or Holiday CCRC shall have the option to delay delivery until the first market day after the 60th day following arrival). The Letter of Credit shall be valid to March 31, 1990.

WEIGHING AND SAMPLING:

CCRC Weights shall be final. KC shall have the right to attend these procedures. Samples shall be taken following a procedure prescribed by KC and assays shall be exchanged directly between KC and CCRC latest 45 days after arrival in case umpire assays are requested they shall be performed promptly; splitting limits, umpire labs, etc to be agreed directly between KC and CCRC and the final results shall be binding between KC/CCRC and PWT. CCRC shall be jointly obliged with KC to advise PWT of final assay results when available. 4

FORCE MAJEURE:

In case of strikes, lock-out, accidents, production reduction or cessation by Acts of God, or other causes of any kind whatsoever beyond the control of the parties, hindering Kidd Creek/PWT from procuring, preparing or delivering or Cox Creek from receiving, returning, and paying for material under this contract, the contract shall be suspended during such period of Force Majeure. Written notice is to be given of such inability to deliver or receive by and to the contracting parties.

Force Majeure shall not apply in favor of CCRC on any material which has been priced or is actually in transit, or material on which freight has been paid or which bookings have been made and cancellation costs shall be incurred unless CCRC assumes costs of such cancellation. 6

RISK OF LOSS:

Risk shall pass to CCRC on completion of discharge at CCRC's works.

ARBITRATION:

Any difference, dispute or controversy arising under this Agreement shall be settled by an arbitration to be held in London in accordance with the rules and regulations of the London Metal Exchange, and judgement upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

APPLICABLE LAW:

This Agreement shall be construed in accordance with and shall be governed by the Laws of the State of New York, excluding any choice of Law rules which may refer such construction or governance to the Laws of another jurisdiction.

DEFINITIONS:

As used in this Agreement, the following terms shall have the following meanings:

"Ton" or "MT" refer to a Metric Ton of 2,204.62 pounds avoirdupois unless otherwise specified.

"Unit" means an amount of copper equal to one (1) percent.

"Dollars" (\$) and "Cents" (cts) are stated in terms of the lawful currency of the United States of America.

"KC" refers to Kidd Creek, Division of Falconbridge Inc.

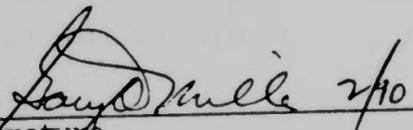
"Ounce" and "Oz" mean a troy ounce of 31.1035 grams.

"Month" means one calendar month.

"Year" means one calendar year.

"Pound" (lb) means one pound avoirdupois.

Cox Creek Refining Corporation

  
Signature

Pechiney World Trade (USA) Inc.  
Brandeis Division

  
Signature  
Walter J. Simon

**PECHINEY WORLD TRADE (U.S.A.), INC.**

475 Steamboat Road  
Greenwich, CT 06830  
tel: (203) 625-9  
telex: (203) 622-8669

BOOK 555 PAGE 370

October 25, 1989

**AMENDMENT #1 TO CONTRACT # S-62991-01**

Pechiney World Trade (U.S.A.), Inc.  
Brandeis Division  
475 Steamboat Road  
Greenwich, CT 06830

Cox Creek Refining Corp.  
1000 Kembo Road  
P.O. Box 3407  
Baltimore, MD 21226

QUANTITY AND SHIPMENT

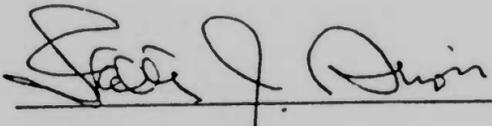
6,000 Metric Tons increased to 8,000 Metric Tons.

This additional material is to be shipped from Kidd Creek in December, 1989.

The balance terms and conditions remain unchanged.

Pechiney World Trade (U.S.A.), Inc.  
475 Steamboat Road  
Greenwich, CT 06830

Cox Creek Refining Corp.  
1000 Kembo Road  
P.O. Box 3407  
Baltimore, MD 21226

  
\_\_\_\_\_  
Walter J. Simon

  
\_\_\_\_\_

**PECHINEY**  **WORLD TRADE**

**PECHINEY WORLD TRADE (U.S.A.), INC.**

475 Steamboat Road  
Greenwich, CT 06830  
tel: (203) 625-9  
telex: (203) 622-8669

555 PAGE 371

December 5, 1989

**AMENDMENT #2 TO CONTRACT # S-62991-01**

Pechiney World Trade (U.S.A.), Inc.  
Brandeis Division  
475 Steamboat Road  
Greenwich, CT 06830

Cox Creek Refining Corp.  
1000 Kembo Road  
P.O. Box 3407  
Baltimore, MD 21226

QUANTITY AND SHIPMENT

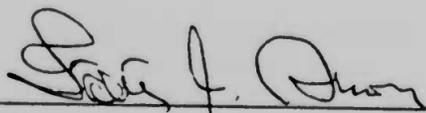
8,000 Metric Tons increased to 11,000 Metric Tons.

This additional material is to be shipped from Kidd Creek in December, 1989.

The balance terms and conditions remain unchanged.

Pechiney World Trade (U.S.A.), Inc.  
475 Steamboat Road  
Greenwich, CT 06830

Cox Creek Refining Corp.  
1000 Kembo Road  
P.O. Box 3407  
Baltimore, MD 21226

  
\_\_\_\_\_  
Walter J. Simon

  
\_\_\_\_\_  
Guy D. Miller

**PECHINEY  WORLD TRADE**

**PECHINEY WORLD TRADE (U.S.A.), INC.**

475 Steamboat Road  
Greenwich, CT 06830  
Tel: (203) 625-9  
Telefax: (203) 622-8669

BOOK 555 PAGE 372

January 22, 1990

**AMENDMENT #3 TO CONTRACT # S-62991-01**

Pechiney World Trade (U.S.A.), Inc.  
Brandeis Division  
475 Steamboat Road  
Greenwich, CT 06830

Cox Creek Refining Corp.  
1000 Kembo Road  
P.O. Box 3407  
Baltimore, MD 21226

QUANTITY AND SHIPMENT

11,000 Metric Tons increased to 14,500 Metric Tons.

This additional material is to be shipped from Kidd Creek in January, 1990.

LETTER OF CREDIT

It is agreed that the L/C covering this material will be increased to 14.5 million U.S. Dollars and extended from March 31, 1990 to June 30, 1990.

The balance terms and conditions remain unchanged.

PECHINEY WORLD TRADE (USA) INC.,  
475 Steamboat Road  
Greenwich, CT 06830

COX CREEK REFINING CORP.  
1000 Kembo Road  
P.O. Box 3407  
Baltimore, MD 21226



Walter J. Simon



**PECHINEY**  **WORLD TRADE**

280811

555 373

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)  
Martin & Bond Photography, Inc.  
1410 Forest Drive, #11  
Anapolis, MD 21403

2. Secured Party(ies) and address(es)  
Cap-Co Leasing Company  
1430 North Meacham Road  
Schaumburg, Illinois 60173

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

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

1 Ilford ICP/IWP 42

NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)  
Capitol Leasing Company  
1430 North Meacham  
Schaumburg, IL 60173

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

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

Filed with:

Martin & Bond Photography, Inc.  
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

FINANCING STATEMENT FORM 555

Identifying File No. \_\_\_\_\_

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

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

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

This financing statement dated \_\_\_\_\_ is presented to a filing office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. Warren Walker & Sons, Inc.  
Address 8210 Edwin Raynor Blvd., Pasadena, Md. 21122

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.  
Address 1805 Cherry Hill Road  
Baltimore, Maryland 21230  
Person And Address To Whom Statement Is To Be Returned If Different From Above

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

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

THIS COVERS A CONDITIONAL SALES CONTRACT.

One Melroe Bobcat Model 943 S/N 12875  
Flotation tires  
78" Bucket w/teeth  
Set of Tracks

CHECK  THE LINES WHICH APPLY

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

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

J. Warren Walker & Sons, Inc.

J. Warren Walker  
(Signature of Debtor)

J. Warren Walker  
Type or Print Above Signature on Above Line

11/5

Assignee

Chase Manhattan Leasing Co (Michigan, Inc.)  
500 Circle Drive  
Buchanan, Michigan 49107

JOHN C. LOUIS COMPANY, INC.

Wilmer S. Davison  
(Signature of Secured Party)

Wilmer S. Davison, President  
Type or Print Above Name on Above Line

STATE OF MARYLAND

555 PAGE 375

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 266579

RECORDED IN LIBER 500 FOLIO 486 ON 3-11-87 (DATE)

1. DEBTOR

Name Physical Therpy & Sports Fitness  
Address 200 Hospital Drive Ste 205 Glen Burnie, MD. 21061

2. SECURED PARTY

Name First People's Bank  
Address P.O. Box 300 Haddon Township, N.J. 08108  
Tidewater Of Pennsylvania, 2789 Philmont Ave., Huntingdon Valley, PA  
Person And Address To Whom Statement Is To Be Returned If Different From Above. 19006

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> <b>A. Continuation</b> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> <b>B. Partial Release</b> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> <b>C. Assignment</b> 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:	<input checked="" type="checkbox"/> <b>D. Other: Termination</b> (Indicate whether amendment, termination, etc.)
	[Empty space for details]	
	[Empty space for details]	

DJ

RETRIEVE 10.01  
POSTAGE 2.00  
STATIONERY 1.00  
H. J. F. BROWN  
4400 W. MOUNT CRAFT

Dated April 4, 1990

*Claire J. McCartney*  
(Signature of Secured Party)

Claire J. McCartney/Asst. V.P.  
Type or Print Above Name on Above Line

15.5



I HEREBY CERTIFY that \$224.00 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

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 32,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Garman Brothers, Inc.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
(Name)	Attn: <u>Catherine Lewis Damasio</u>
(Name of Loan Officer)	
<u>1270 Rive Road</u>	<u>18 West Street</u>
(Address)	(Address)
<u>Crownsville, Md. 21032</u>	<u>Annapolis, Md. 21401</u>
(Address)	(Address)

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

Komatsu, Model FD 70H5 Serial No. 70260

RECORD FEE 11.00  
RECORD TAX 214.00  
POSTAGE .50  
TOTAL 225.50  
CK  
H. J. JONES  
AN CO. CLERK COURT

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

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

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

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u>Garman Brothers, Inc.</u> (Seal)	_____ (Seal)
<u><i>Gary S. Garman</i></u> (Seal)	<u><i>Jim W. Gana</i></u> (Seal)
(Signature)	(Signature)
<u>Gary S. Garman, President</u>	_____
(Print or Type Name)	(Print or Type Name)

224.50

280814

555 PAGE 377

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

<b>1 Debtor(s) (Last Name First) and Address(es)</b> Bobby Cheeves 7677 Harlow Drive, Apt G Glen Burnie, MD 21061	<b>2 Secured Party(ies) and Address(es)</b> Washington Freightliner, Inc. 201 Ritchie Road Capitol Heights, MD 21207	<b>3 Maturity date (if any):</b> For Filing Officer (Date, Time, Number, and Filing Office)  RECEIVED THE POSTAGE ATTACHED TO THIS MAIL
<b>4 This financing statement covers the following types (or items) of property</b> 1989 Freightliner, FLD12064S, VIN 1FVXDWY91KH355972 w/15', R & S Dump Body, Ser. No. 89010093 "Document not subject to recordation tax-conditional sales contract signed by Debtor"		<b>5 Assignee(s) of Secured Party and Address(es)</b> Associates Commercial Corporation P.O. Box A College Park, MD 21043

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

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:  
 Filed with: County of Anne Arundel 1349338

Bobby Cheeves  
 By: Bobby H. Cheeves  
 Signature(s) of Debtor(s)  
 Filing Officer Copy-Alphabetical

Washington Freightliner, Inc.  
 By: \_\_\_\_\_  
 Signature(s) of Secured Party(ies)  
 1100  
 30  
 603469 Rev 12-80

280815

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)  
Robert Van Den Bosch  
dba/Globe Sanitation  
214 Circle Rd  
Pasadena, Md 21122

2 Secured Party(ies) and Address(es)  
Bellway International Trucks, Inc.  
1800 Sulphur Spring Rd  
Baltimore, Md 21227

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

RECEIVED FOR FILING  
POSTAGE  
CK

4 This financing statement covers the following types (or items) of property:  
1990 Int'l model 4900 4x2 VIN# 1HT5DTVN1LH215757  
with Evans Septic Body  
"Document not subject to recordation ~~tax~~ tax-conditional sales contract signed by Debtor."

5 Assignee(s) of Secured Party and Address(es)  
Associates Comm. Corp  
P.O. Box A  
College Park, Md 20740

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

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

Filed with: Anne Arundel County 1362677

Robert Van Den Bosch dba/Globe Sanitation Bellway Int'l Trucks

By: Robert Van Den Bosch  
Signature(s) of Debtor(s)

By: James J. J. S. S.  
Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

Add 1.00 1258

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Cintronix, Inc.  
Address 908 Commerce Road, Annapolis, MD 21401

2. SECURED PARTY

Name MicroAge Computer Stores, Inc.  
Address 2308 South 55th Street, Tempe, AZ 85282

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

ITT Commercial Finance Corp. - Attn: Mike McKeon

PO Box 489, Columbia, MD 21045

RECORDED  
INDEXED  
CK

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

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

ALL INVENTORY, ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER, INSTRUMENTS, DOCUMENTS OF TITLE, DEPOSIT ACCOUNTS AND GENERAL INTANGIBLES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED AND ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, SUBSTITUTIONS AND REPLACEMENTS THERETO, AND ALL PROCEEDS THEREOF. ALL ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER, INSTRUMENTS, RESERVES AND GENERAL INTANGIBLES, OWNED BY OR DUE DEBTOR, NOW OR IN THE FUTURE, HOWEVER THEY MAY BE DUE DEBTOR, AND WHEREVER LOCATED, AND ALL PROCEEDS AND PRODUCTS THEREOF. ALL REBATES, DISCOUNTS, CREDITS AND INCENTIVE PAYMENTS, NOW OR HEREAFTER DUE DEBTOR RELATING TO ANY INVENTORY AND ALL PROCEEDS 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)

*Handwritten signature for CINTRONIX, INC*

(Signature of Debtor)

Lianne Cintron - VICE PRESIDENT  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ITT COMMERCIAL FINANCE CORP.,  
Attorney-in-Fact

*Handwritten signature of Michael S. McKeon*

(Signature of Secured Party)

MICHAEL S. MCKEON CREDIT MGR  
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280817

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 36,500.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$255.50

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

1. DEBTOR

Name C & S Faulkner, Inc.  
Address 6520 Hanover Rd. Hanover, MD 21076

2. SECURED PARTY

Name Orix Credit Alliance, Inc.  
Address 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."

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)  
C & S Faulkner, Inc.

*Tirso Martinez*  
(Signature of Debtor)

TIRSO MARTINEZ  
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  
255.50  
-50

## SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 1st day of May, 1990 by and betweenC & S Faulkner, Inc., having its principal place of business at

(Name of Mortgagor)

6520 Hanover Rd. Hanover, MD 21076

(Address of Mortgagor)

"Mortgagor", and Orix Credit Alliance, Inc. "Mortgagee";  
 (If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagee may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.)

## WITNESSETH:

1. To secure the prompt payment, with interest thereon, 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, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/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 and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/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 directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt 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. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees 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 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 of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. 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; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good 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 (each containing a standard/breach of warranty clause) 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 a 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 of 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 may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects 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 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 full, prompt and faithful performance of any of the terms, conditions and provisions of 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 cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor 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 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, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements 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 become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or 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 to punctually and faithfully 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 made by Mortgagor and then held by 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 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 the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, 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 premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, 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. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 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 and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public 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 reasonable attorneys' fees (deemed to be 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 plus late charges thereon as provided above. 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. 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 such proceedings, 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 jurisdiction 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, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when 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 with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

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 possession 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 such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion,



SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 1, 19 90 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Seven (7)	30 cu. yd. Roll-off Containers		15349, 15350 15351 15352 15353 15354 15363
Four (4)	20 cu. yd. Roll-off Containers		15237 14831 14832 15238
Two (2)	40 cu. yd. Roll-off Containers		13674 13675

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:

Purchaser, Mortgagor or Lessee:

Orix Credit Alliance, Inc.

C & S Faulkner, Inc.

By: \_\_\_\_\_

By: *Tim Maryler*

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. \$ 00.00

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 Apple Advertising Marketing & Design of MD, Inc. T/A Sass Associates  
Address 275 West Street, Suite 300, Annapolis, MD 21401

2. SECURED PARTY

Name Theodore Roosevelt National Bank  
Address 1201 New York Ave., N.W., Washington, D.C. 20005

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

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

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

SEE ATTACHMENT "A"

RECORDED FEB 12 2004  
POSTAGE CK  
\$77.00  
H. J. ...  
AA CO. ...

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Apple Advertising Marketing & Design of MD, Inc. T/A Sass Associates

[Signature]  
(Signature of Debtor)

George Sass, President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Paula Meyerson, Vice President  
Type or Print Above Signature on Above Line

1258

ATTACHMENT A

Receivables and Inventory Collateral. All of the Debtor's present and future: (1) accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now and hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guarantees, securities, rights, remedies, and privileges pertaining to any of the foregoing (collectively "Receivables") and (2) inventory, including goods, wares, merchandise, and other tangible property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business; and all increases, substitutions, replacements, and additions to any of the foregoing, and all proceeds of the foregoing, of every type, including cash and non-cash proceeds and returned and/or repossessed inventory.

Furniture, Fixtures, Equipment, Supplies and Inventory Collateral. All of the Debtor's present and future furniture, fixtures, equipment, supplies, and inventory of every type and nature now or hereafter used or held for sale or lease in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, of every type, including cash and non-cash proceeds and returned and/or repossessed inventory.

  
\_\_\_\_\_  
Initials

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First) ANNAPOLIS MOBIL POWER SERVICES, INC.	2. Debtor(s) Complete Address(es) 3307 Arundel on the Bay Road Annapolis, Maryland 21403	
3. & 4. Secured Party(ies) and Complete Address(es) Citizens Bank of Maryland 14401 Sweitzer Lane Laurel, Maryland 20707	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe)  ONE (1) Crawford (1990) 500 AMP GENERATOR Serial # SN44410726		
8a. ( ) Proceeds are also covered.      8b. ( ) Products of collateral are also covered.      No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF Anne Arundel		County; Other MDAT
9. Transaction is <input checked="" type="checkbox"/> (X), is not ( ), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>32,400.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
ANNAPOLIS MOBIL POWER SERVICES, INC. Signature(s) of Debtor(s) <i>Patrick McAllister</i> PATRICK McALLISTER, PRESIDENT		
Signature(s) of Secured Party(ies) or Assignee(s) Citizens Bank of Maryland By: <i>Carol A. Kopp</i> By _____ (Title) Carol A. Kopp, Assistant Treasurer		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
DB-30		
Printed in U. S. A.		

11/22/2008  
22750  
8  
1



280821

BOOK 555 PAGE 388

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)  
Walter Higdon DBA  
Charlie's Machine Shop  
320 Wicklow Road  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)  
Cap-Co Leasing Co.  
1430 N. Meacham Road  
Schaumburg, IL 60173

3. Maturity date (if any):  
For Filing Officer  
(Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:  
  
1 - 055 FN Boring Bar with A.C.  
1 - 048 Universal Boring Stand  
1 - Air Float Assembly  
1 - Deck to Crank Comparator

5. Assignee(s) of Secured Party and Address(es)  
  
Capitol Leasing Company  
1430 N. Meacham Rd.  
Schaumburg, IL 60173

\*Not subject to recordation tax this is a conditional sales contract  
Equipment location: 550 N. Crain Hwy., Unit 24

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:

Walter Higdon DBA  
Charlie's Machine Shop

Cap-Co Leasing Company

By: Walter W. Higdon  
Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Secured Party(ies)

Walter Higdon - Owner

Mona white - Asst. Treas.

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY-ALPHABETICAL

County \$12.50  
Recordation \$14.00

280822

555 389

File No. ....  
Record Reference:  
Liber..... Folio.....

**FINANCING STATEMENT**

Not subject to Recordation Tax.  To Be Recorded in The Land Records  
(For Fixtures Only).  
X Subject to Recordation Tax on principal amount of \$ 20,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Martin G. McClain	2127 Espey Court, Suite 110
Sherri L. McClain	Crofton, Maryland 21114

2. The name and address of the Secured Party (or Assignee) is:  
THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland 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):  
See attached Schedule "A"

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5.  Proceeds) of the collateral are also specifically covered.  
 Products)

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
Martin G. McClain & Sherri L. McClain	THE CITIZENS NATIONAL BANK Laurel, Maryland 20707
By: <u>Martin G. McClain</u>	By: <u>Patrick G. Nolan</u> Patrick G. Nolan, Vice President

By: Sherri L. McClain  
Sherri L. McClain

Type or print all names and titles under signatures.

12-140-2

SCHEDULE "A"  
**SCHEDULE DESCRIBING COLLATERAL**

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the  
 2nd day of May, 19 90, by Debtors and is hereby expressly made a part of said SECURITY  
 AGREEMENT.)

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**DESCRIPTION OF COLLATERAL**

QTY	DESCRIPTION
1	Crown Power Amplifier, model 8129, serial #078787
1	Crown Power Amplifier, model 8119, serial #058885
1	Mitsubishi Monitor, model AM3501R, serial #AM35013240
1	Lexicon Sound Processor, model CP-2, serial #V03892241
1	Technics Preamplifier, model SUA40, serial #FH9525A072
1	Technics CD Player, model SL-P222, serial #FX8L23B446
1	Cerwin Vega Speaker, model 300SE, serial #017003
1	Cerwin Vega Speaker, model 300SE, serial #015994
1	Cerwin Vega Speaker, model 250SE, serial #016280
1	Cerwin Vega Speaker, model 250SE, serial #016317
1	Future Video Editcontroller, model EC1000PRO, serial #AE041483
1	Panasonic S-VHS Reporter, model AG-450, serial #I9HD00179
1	Panasonic Monitor, model CT-13814, serial #MB92500262
1	Panasonic Monitor, model CT-13814, serial #MB92910502
1	JVC Cassette Deck, model KD-D4, serial #17681074
1	Panasonic S-VHS Deck, model AG-1960, serial #F9HG00157
1	Panasonic S-VHS Deck, model AG-1960, serial #E9HG00640
1	Panasonic Mixing Board, model WJ-MX10, serial #01A06393
1	Microscript IV, serial #210556
1	Sony Recorder/Player, model EV-C3, serial #10629
1	Canon Still Frame Video Camera, model RC-250, serial #10023484
1	LT Sound Vocal Eliminator, model VE-2+

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS, REPLACEMENT PARTS AND THE PROCEEDS THEREOF.

WITNESS:-----

*Martin G. McClain* (SEAL)  
 Martin G. McClain

WITNESS:-----

*Sherri L. McClain* (SEAL)  
 Sherri L. McClain

ADDRESS: 2127 Espey Court, Suite 110  
 (STREET)

Crofton, Maryland 21114  
 (CITY, COUNTY, AND STATE)

(CORPORATE DEBTOR SIGN BELOW)

(SEAL)

Attest:

-----  
 (SECRETARY)

BY:-----  
 TITLE

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. \$ 4577.10

If this statement is to be recorded in land records check here

This financing statement Dated April 9, 90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chisoldm & Sons, Inc.  
Address 313 South Dr. Severna Park, MD 21146

2. SECURED PARTY

Name John Deere Company  
Address P.O. Box 65090  
W. Des Moines, IA 50325  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 1, 1994

4. This financing statement covers the following types (or items) of property: (list)  
1- John Deere 285 Lawn Tractor  
Ser # M00285B 020114

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Steve Chisoldm  
(Signature of Debtor)  
Steve Chisoldm  
Type or Print Above Name on Above Line  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

John Deere Company  
(Signature of Secured Party)  
Bryce W. Dicks, Jr.  
Type or Print Above Signature on Above Line

RECORD FEE  
RECORD TAX  
POSTAGE CK  
H. FILE NUMBER  
M.D. STAMPS

11  
35.5

555 PAGE 392

280824

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name N. Greenwald, Inc.  
Address 1182 Patuxent Rd. Odenton, MD 21113

2. SECURED PARTY

Name John C. Louis Co., Inc.  
Address 1805 Cherry Hill Rd. Baltimore, MD 21203

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 DiGuilian Blvd.  
Glen Burnie, MD 21061

RECEIVED  
POSTAGE  
ATTACHED  
A. DEPT. OF  
AR. CO. 12/11/11

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)  
N. Greenwald, Inc.

*Norman W. Greenwald, Jr.*  
(Signature of Debtor)

Norman W. Greenwald, Jr.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

John C. Louis Co., Inc.

*George A. Chipelsky*  
(Signature of Secured Party)

GEORGE A. CHIPELSKY, Treas.  
Type or Print Above Signature on Above Line

11/8

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

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TO: John C. Louis Co., Inc. ("Seller") FROM: N. Greenwald, Inc. ("Buyer")  
 1805 Cherry Hill Rd. Baltimore, MD 21203 1182 Patuxent Rd. Odenton, MD 21114  
(Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model, identification, model and serial numbers or marks): One (1) Used Melroe Model 743 Bob Cat Loader, S/N 5019-43936 One (1) Used Beck Trailer Model #3 S/N 44BH31626KL004199 One (1) Melroe Model 2500 Hydraulic Hammer S/N 3340 with Bracket  *Description of any Trade-In:	(1) CASH SALE PRICE .....	\$ 22,367.50
	(2) DOWN PAYMENT in Cash .....	\$ 1,500.00
	(3) DOWN PAYMENT in Goods* (Trade-In Allowance) .....	\$ -0-
	(4) UNPAID BALANCE [Items (1) - (2) - (3)] .....	\$ 20,867.50
	(5) INSURANCE and other Benefits .....	\$ -0-
	Types of coverage and benefits .....	200.00
	(6) OFFICIAL or DOCUMENTARY FEES .....	\$
	Describe and Itemize .....	
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] .....	\$ 21,067.50
	(8) FINANCE CHARGE (Time Price Differential) .....	\$ 4,578.90
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] .....	\$ 25,646.40	
(10) TIME SALES PRICE [Items (2)+(3)+(9)] .....	\$ 27,146.40	

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
1182 Patuxent Rd. Odenton Anne Arundel MD 21114  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 Twenty five thousand six hundred forty six and 40/100 \*\*\*\*\* Dollars (\$25,646.40) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 1st day of June, 1990, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 712.40 and the final installment being in the amount of \$ 712.40 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

**TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE  
 LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE  
 CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE**

**NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.**

**BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.**

Date: May 1, 19 90 BUYER(S)-MAKER(S)  
 Accepted: John C. Louis Co., Inc. (SEAL) N. Greenwald, Inc. (SEAL)  
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: [Signature] - Treas By: [Signature]  
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
 By: \_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.**

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to 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 \_\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature) (SEAL)

Signature of Seller

(Witness)

By: \_\_\_\_\_  
(Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

BOOK 555 PAGE 305

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 May 1, 1990

between John C. Louis Co., Inc.  
and N. Greenwald, Inc. 1182 Patuxent Rd. Odenton, MD 21114, as Seller/Lessor/Mortgagee  
(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 \$ 25,646.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1st day of May, 19 90.

John C. Louis Co., Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: [Signature] - 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

STATE OF MARYLAND

555 FILE 396

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261051

RECORDED IN LIBER 496 FOLIO 265 ON Mar 31, 1986 (DATE)

1. DEBTOR

Name John R. Andrews and Margaret R. Andrews  
Address 7966 East Shore Rd. Pasadena, Md. 21122

2. SECURED PARTY

Name CentraBank (NOW) NCNB National Bank of Maryland  
Address 201 N. Charles St. P. O. Box 1316 Baltimore, Md. 21203

DJ

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 15, 1992

CEICI  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>
<p>1978 22' Bayliner                      Fiberglass Cabin Hull #BLBJ485K03788BP                      MD-9861 AC Conditional sales contract-Exempt from Recording Tax</p>	

Dated May 7, 1990

*1050*  
Barbara A. Ray  
(Signature of Secured Party)

Barbara A. Ray, Client Services Officer  
Type or Print Above Name on Above Line

280825

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Breaktime Innovations  
1081 Pemberton Lane  
Lothian, Md. 20711

Bloomfield Industries  
4546 W. 47th Street  
Chicago, IL 60632

RECORD THE  
PROPERTY  
ATTACHED  
GK

4 This financing statement covers the following types (or items) of property

ALL COFFEE BREWERS AND WARMERS NOW OWNED OR  
HEREAFTER ACQUIRED COVERED BY THAT CERTAIN  
AGREEMENT NO. 80-23 BETWEEN DEBTOR AND SECURED  
PARTY AS COVERED BY ATTACHED SCHEDULE, INCLUDING  
ALL SUBSTITUTIONS OR REPLACEMENTS AND INSURANCE OR  
OTHER PROCEEDS THEREOF.  
NOT SUBJECT TO RECORDATION TAX.  
SECURED PARTY IS THE SELLER OF THE EQUIPMENT.

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

3960/257189

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented

*BREAKTIME INNOVATIONS*

Bloomfield Industries

By: *D.V. Angel*  
Signature(s) of Debtor(s)

Donna Angel, President  
Title

By: *[Signature]*  
Signature(s) of Secured Party(ies)

Treasurer  
Donald Mauer  
Title

(1) Filing Officer, Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

# BLOOMFIELD

555 PAGE 398

## SCHEDULE

AGREEMENT # 80-23

DATED 4-27-90

SCHEDULE # A

BETWEEN: Bloomfield Industries  
AND Breaktime Innovations

Quantity		Equipment (Make Model Serial Number)
E		
Q	4 ea	8572 3 Wrnr Auto Coffee Brewer W/Faucet SN#: 03D0253,256,250,259
U		
I	1 ea	8750 5 Gal Brewer W/Dispensr SN#: 08C0083
P		
M	9 ea	8740 3 Gal Tea Brewer SN#: 06C0478,479 109 to 114,224
E		
N	11 ea	8600 3 Gal IT Dispensr
T	1 ea	8601 5 Gal IT Dispensr

■ BLOOMFIELD INDUSTRIES 4546 W. 47TH STREET CHICAGO, ILLINOIS 60632 (312) 254-7600

BOOK 555 PAGE 399  
FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated 5-2-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Amy Foods Inc. T/A Deale I.G.A.  
Address 624 E. Bayfront Rd., Deale, Md. 20751

2. SECURED PARTY

Name **HOBART CORPORATION**  
Address **Executive Offices Troy, Ohio 45374**

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One(1) 1841-1 Scale

CONDITIONAL SALES CONTRACT  
SECURED PARTY IS SELLER

Annapolis # 197983

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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  
Amy Foods Inc. T/A Deale I.G.A.  
Type or Print Above Name on Above Line

Alice J. Grigsby Attorney in Fact  
(Signature of Debtor) Alice J. Grigsby  
Amy Foods Inc. T/A Deale I.G.A.  
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

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254915

RECORDED IN LIBER 480 FOLIO 413 ON December 12, 1984 (DATE)

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION

Address The Steffey Building, Suite 200-B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Address 7711 Quarterfield Road, Glen Burnie, MD. 21061

DEBTOR

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> <b>XXX</b> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

DJ

RECORD FE  
POSTAGE  
4771010  
H. ERL  
AA CO. C

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated April 16, 1990

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACo  
1108  
Contract 1

15-8

BOOK 555 PAGE 401

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)

CHILDS, FREDERICK  
1002 FORRESTER RD.  
CHURCHTON, MD

2 SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE CREDIT/ JOHN DEERE  
P. O. BOX 65090  
WEST DES MOINES, IA 50265

3 MATURITY DATE  
(If Any)

FOR FILING OFFICER (Date, Time and Filing Office)

214-80-3994

4 This statement refers to original Financing Statement bearing File No. BOOK 539 PAGE 537 276868

Filed with COUNTY OF ANNE ARUNDEL

Date Filed 4-11-89

- 5  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10

TO

Number of Additional Sheets Presented

By  
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By *D. D. Walters* Director, Installment Finance For  
Signature(s) of Secured Party(ies)

JOHN DEERE INDUSTRIAL  
EQUIPMENT COMPANY  
 JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

1080 STANDARD FORM - FORM UCC-3

RECORD FEE  
POSTAGE  
#771020 GTRF KOF TEL 44  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

DJ

Anne Arundel County  
**FINANCING STATEMENT**

BOOK 555 PAGE 402

280827

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): **Wilton Investment Corp. Inc.**  
 Address: **10 Carvel Circle Edgewater, Maryland 21037** AND **450 Revell Highway Annapolis, Maryland 21401**

2. Name of Secured Party: **FIRST AMERICAN BANK OF MARYLAND**  
 Address: **Metro Plaza One, 8401 Coleville Road Silver Spring, Maryland 20910**

3. This Financing Statement covers the following types (or items) of property:

A Business Loan Security Agreement covering all inventory of Debtor, whether now owned or hereafter acquired.

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:

RECORDED  
 12/10  
 11771030  
 GK  
 H. BILE  
 AS CO. CLERK

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): **Wilton Investment Corp., Inc.**

*Arthur J. Cerasani, Jr.*  
 Arthur J. Cerasani, Jr., President

Secured Party:

**FIRST AMERICAN BANK OF MARYLAND**

By: *David E. Klein*  
 David E. Klein, Vice President  
 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

*12.8*

BY 86

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) ROBERT W. CHILDS' LANDSCAPING, INC 913 BLUE RIDGE DRIVE ANNAPOLIS, MD. 21401	2. SECURED PARTY(IES) AND ADDRESS(ES)
--	---------------------------------------

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)  
Book 479 PAGE 177

3. This statement refers to original Financing Statement No. 254403 Dated: 11/1/84

A. Continuation . . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release . . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment . . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination . . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
---	--	--	--

DJ

4. This transaction is exempt from the Recording Tax.

Filed with: ANNE ARUNDEL COUNTY

Dated: 4/5, 1990 By: J. Doran  
Ford Motor Credit Co.  
(NAME OF SECURED PARTY)

15.8

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee: (Client 3658)

Name J.P. Foodservice, Incorporated

Address 7250 Parkway Drive, Suite 300, Hanover, MD. 21076

2. ~~SECURED PARTY~~ Lessor

Name PHH FleetAmerica Corporation/ D.L. Peterson Trust

Address 307 International Circle, Hunt Valley, MD. 21031

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_ BK

4. This financing statement covers the following types (or items) of property: (list)

(4) 1990 Raymond Model 31-T-T-R40TT-M Forklifts, Serial Numbers: 14756, 14754, 14757 and 14758.

(2) 1990 Raymond Model 21-T-R40TT-M Forklifts, Serial Numbers 15108 and 15106.

(2) 1990 Yale Hand Trucks, Model No. MPE060LBN24C2796, Serial numbers 490433 and 490434. (PHH;s # 94009, 94010, 94011, 94012, 94013, 94014, 94018 and 94019). This equipment is located in Severn, MD.

THIS FINANCING STATEMENT IS A PRECAUTIONARY ONE FILED IN CONNECTION WITH A LEASE AND IS NOT INTENDED TO REFLECT OR CREATE ANY OWNERSHIP IN THE LESSEE.

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

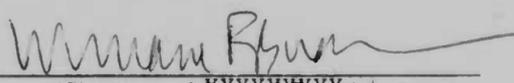


(Signature of ~~DEBTOR~~ Lessee

Lynn Dinon, J.P. Foodservice, Incorporated  
Type or Print Above Name on Above Line

(Signature of ~~DEBTOR~~ Lessee

Type or Print Above Signature on Above Line



(Signature of ~~SECURED PARTY~~ lessor

William F. Brown PHH FleetAmerica Corporation  
D. L. Peterson Trust  
Type or Print Above Signature on Above Line

115

555 PAGE 405

STATE OF MARYLAND

280829

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement dated 4-24-90 is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Atlantic Coach, Inc.  
Address 995 St. John Drive Annapolis, MD 21401

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."

CK

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real  
estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to  
be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Atlantic Coach, Inc.

Guy E. Wallace  
(Signature of Debtor)

GUY E. WALLACE  
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

N/A

✗ 500 DiGiulian Blvd. Glen Burnie, MD 21061 (301) 761-7100

FULL LEGAL NAME AND ADDRESS OF "LESSEE" Atlantic Coach, Inc. 995 St. John Drive Annapolis, MD 21401	555 PAGE 406	SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS) Neoplan U.S.A. Corporation P.O. Box 270, Rt. 322 West Honey Brook, PA 19344
--	--------------	---

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
1	1990 Neoplan Model 240/3 Jetliner, S/N 1N9HJ13A0LL013070

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY: COUNTY: STATE:

FOR INITIAL TERM OF THIS LEASE					AFTER INITIAL TERM
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 4,524.75 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	60	\$ 271,485.00 <small>(PLUS SALES TAX IF APPLICABLE)</small>	60 MONTHS	\$ -0- <small>(EXCLUSIVE OF ANY SALES TAX)</small>	\$ -0- <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

Terms and Conditions of Lease

1. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
2. Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
3. As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
4. The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or June 1, 1990 whichever is earlier.
5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
6. Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. ~~The first rent payment and any advance rent shall be due upon execution of this lease by Lessee.~~ Any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. ~~The second~~ rent payment shall be due and payable on ~~8 month after the rent commencement date~~ and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth in the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums in thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.
7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease. THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: <u>Glen Burnie, Maryland</u>	DATE EXECUTED BY LESSEE: <u>April 24, 1990</u>
DATE: <u>April 24, 1990</u>	LESSEE: <u>Atlantic Coach, Inc.</u>
LESSOR:	FULL LEGAL NAME
<u>ORIX CREDIT ALLIANCE, INC.</u>	<u>[Signature]</u>
BY: <u>[Signature]</u>	AUTHORIZED SIGNATURE TITLE
VICE PRESIDENT	



SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 24, 19 90 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
	<p>Without limiting any of the terms and conditions of the above-mentioned Chattel Mortgagee, Mortgagor grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:</p>		
One (1)	Neoplan City liner Bus	1989 AN116/3	1N9HC13A2KL013113

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Orix Credit Alliance, Inc.

Atlantic Coach, Inc.

By: \_\_\_\_\_

By: *[Signature]*

FORM 555 PAGE 409

280830

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated April 30, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fawthrop Trucking, Inc.  
Address 105 Hastings Lane Pasadena, MD 21122

2. SECURED PARTY

Name Jim Uhler Equipment Sales  
Address 2963 Old Westminster Pike Finksburg, MD 21048  
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) CK

"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

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Fawthrop Trucking, Inc.  
Russell Fawthrop V.P.  
(Signature of Debtor)

Russell Fawthrop  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jim Uhler Equipment Sales

James Uhler  
(Signature of Secured Party)

James Uhler  
Type or Print Above Signature on Above Line

CONDITIONAL SALE CONTRACT NOTE

2004 555 PAGE 410

TO: Jim Uhler Equipment Sales ("Seller") FROM: Fawthrop Trucking, Inc. ("Buyer")  
 2963 Old Westminster Pike Pinksburg, MD 21048 105 Hastings Lane Pasadena, MD 21122  
(Address of Seller) (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) 1987 Mack Dump Truck Model RD686SX, S/N 1M2P140C8HA016395	(1) TIME SALES PRICE .....	\$ 65,788.20
	(2) Less DOWN PAYMENT in Cash .....	\$ 6,000.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-in Allowance) .....	\$ -0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 59,788.20
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:  
105 Hastings Lane Pasadena Anne Arundel Maryland  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 seven hundred eighty eight and 20/100\*\*\*\*\* Dollars (\$59,788.20) being the above indicated Contract Price (hereinafter called the "time balance") in 30 successive monthly installments, commencing on the 1st day of June 19 90 and continuing on the same date each month thereafter until paid; the first 29 installments each being in the amount of \$ 1,992.94 and the final installment being in the amount of \$ 1,992.94 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: April 30, 1990 BUYER(S)-MAKER(S): \_\_\_\_\_ (SEAL)  
 Accepted: Jim Uhler Equipment Sales (SEAL) Fawthrop Trucking, Inc. (Print Name of Buyer-Maker Here)  
 By: [Signature] By: Russell Fawthrop V.P. (SEAL)  
 (Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
 \_\_\_\_\_  
 (Witness as to Buyer's and Co-Maker's Signature) By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

2

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED.** BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.**

\_\_\_\_\_  
(Guarantor-Endorser) (L.S.) (Guarantor-Endorser) (L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to 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\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller  
By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to 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 April 30, 1990, between Jim Uhler Equipment Sales, as Seller/Lessor/Mortgagee and Fawthrop Trucking, Inc. 105 Hastings Lane 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 \$ 59,788.20.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30<sup>th</sup> day of April, 1990

Jim Uhler Equipment Sales (Seal)  
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

280831

This FINANCING STATEMENT is presented to a filing office for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) <i>(see)</i> Anne Arundel Dog and Cat Hospital 4800 Ritchie Highway Baltimore, MD 21225	2. Secured Party(ies) and address(es) <i>(see)</i> Norwest Financial Leasing, Inc. 311 Independence Tower 4801 E. Independence Blvd Charlotte, NC 28212	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property:  1 Becton Dickinson QBC V Hematology Analyzer  <i>FA17-7</i>		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: *County Baltimore City* *Anne Arundel*

*Stanley [Signature]*  
 Signature(s) of Debtor(s) *(see)*

*Norwest Financial Leasing Inc*  
 By: *[Signature]*  
 Signature(s) of Secured Party(ies) *(see)*

555 414

280832

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)  
*(Wesley)*  
N. B. Engineering, Inc.  
2110 Priest Bridge Drive  
Crofton, MD 21114

2. Secured Party(ies) and address(es)  
*(Leson)*  
Norwest Financial Leasing, Inc.  
311 Independence Tower  
4801 E. Independence Blvd.  
Charlotte, NC 28212

For Filing Officer (Date, Time, Number, and Filing Office)

CK

4. This financing statement covers the following types (or items) of property:

See attached Schedule "A"

5. Assignee(s) of Secured Party and Address(es)

~~and all on collateral recordation taxes.~~

3027347-1

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: *County of Anne Arundel*

NB Engineering Inc  
By: *Robert G. [Signature]* PRESIDENT  
Signature(s) of Debtor(s) *(Leson)*

Norwest Financial Leasing Inc  
By: *Joe Swenson*  
Signature(s) of Secured Party(ies) *(Leson)*

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1. (FOR USE IN MOST STATES)

SCHEDULE "A"

QUANTITY	EQUIPMENT DESCRIPTION
4	72 x 60 Power Panels
9	72 x 72 Panels without Power
6	Slotted Rail Inserts
2	Power Source Feeds
4	Straight Work Surfaces 35 x 60
4	Executive Swival Tilt Chairs
8	Suspended Drawer Pedistals
6	Duplex Recepticles

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LESSOR

Norwest Financial Leasing, Inc.  
311 Independence Tower  
4801 E. Independence Blvd  
Charlotte, NC 28212

*Jac Jensen*

LESSEE

N. B. Engineering, Inc.  
2110 Priest Bridge Drive  
Crofton, MD 21114

● *Robert G. B.*  
PRESIDENT

280833

ANNE ARUNDEL CO.  
A/C#05009

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STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't tax indicate amount of taxable debt here. \$ 55,000.00

If this statement is to be recorded  
in land records check here.

\*RECORDATION TAX PAID TO ANNE ARUNDEL CO. CLERK OF THE CIRCUIT COURT IN THE AMT. OF \$385.00.\*  
This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name R.A.C. TRANSPORTATION SERVICES, INC.  
Address 1626 BALD EAGLE ROAD, ARNOLD, MD 21012

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."

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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.A.C. TRANSPORTATION SERVICES, INC.  
Richard A. Crawford Pres.  
(Signature of Debtor)

RICHARD A. CRAWFORD, PRESIDENT  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

ORIX CREDIT ALLIANCE, INC.

[Signature]  
(Signature of Secured Party)

LARRY F. KIMMEL, VICE PRESIDENT

Type or Print Above Signature on Above Line

385

TRANSFER AND ASSUMPTION AGREEMENT

ORIX CREDIT ALLIANCE, INC.
770 Lexington Avenue
New York, N.Y. 10021

555 417

Date: April 25, 1990
Account #: 1-561W-C-02-05009-4

Gentlemen: Stephen Jones Enterprises, Inc. (hereinafter referred to as "Transferor") has heretofore acquired from Washington Freightliner, Inc. (hereinafter referred to as "Dealer") the following described property (hereinafter referred to as the "Property"): One (1) 1988 Freightliner Tractor with 60" Sleeper Model #FLC12064T S/N 1FUPYDYB1JH317916

subject to one or more security agreements, conditional sale contracts, installment sales contracts, chattel mortgages or equipment lease agreements (hereinafter collectively referred to as the "Contract") dated December 28, 1987, said Contract being in the stated sum of \$115,471.80 and accompanied by Transferor's promissory note or notes of even date therewith (hereinafter referred to as "Note"), if any. The Contract has been assigned and any Note has been negotiated by Dealer to ORIX CREDIT ALLIANCE, INC. which is now the holder thereof in due course (and which is hereinafter referred to as "Holder"). The present Unpaid Balance on the Contract and/or Note is \$63,509.49 which shall be payable in 32 consecutive monthly installments of \$1,924.53 each plus one final installment of \$1,924.53, the first installment being due May 1, 1990 and each subsequent installment coming due on the same date of each month thereafter until paid in full, together with any interest, late charges and attorneys' fees as provided for in the Contract. All of the amounts hereinabove set forth are exclusive of applicable taxes, all of which the parties hereto agree to pay. The undersigned all warrant that the Unpaid Balance is a valid, binding and existing obligation of each of the undersigned, due and payable without any defense, counterclaim or offset whatsoever and promise and agree to pay the Unpaid Balance to your order according to the terms set forth above, at your office or such other place of payment as you may designate and in the event of a default in payment of any amount when due or otherwise under the Contract, the entire unpaid indebtedness shall, at your option, immediately become due and payable and you may enforce your rights and remedies under the Contract. Late charges will be due and payable on any amount from and after maturity whether by acceleration or otherwise, at the rate of 1/15th of 1% per day; however, any and all rates, charges and fees provided for herein, in the Note or in the Contract, shall in no event exceed any maximum permitted by law.

Transferor desires to effectuate the sale and transfer of Transferor's equity in the Contract and the Property to R.A.C. Transportation Services, Inc.

residing at, or if a corporation, having its principal place of business as shown by its certificate of incorporation at 1626 Bald Eagle Road, Arnold, MD 21012 (hereinafter referred to as "Transferee"). Pursuant to the requirements of the Contract, Transferor and Transferee desire to procure the consent of Holder to said sale and transfer to Transferee of Transferor's right, title, interest and equity in and with respect to the Property.

Accordingly, and for good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby and by these presents does grant and convey unto Transferee, its heirs, executors, administrators and assigns, all of Transferor's right, title and interest in and to the Property, to have and to hold the same unto Transferee, its heirs, executors, administrators and assigns forever, subject, however, to the Contract and all of the terms, conditions and provisions thereof, and upon the condition that the appended Form of Consent to such sale is executed by Holder. To induce Holder to execute and deliver the appended Form of Consent to such sale and in consideration of its so doing, Transferor and Transferee hereby promise and bind themselves jointly and severally to pay the Unpaid Balance above stated with any interest to Holder, its successors and assigns. Transferee hereby unconditionally assumes, becomes a party to and agrees to perform and pay the Contract and Note, as though Transferee were to all intents and purposes the purchaser, obligor or lessee named in the Contract and the maker of the Note. Transferee agrees not to assert against Holder any defense, setoff, claim, recoupment claim or counterclaim which it might have against Transferor arising from the aforesaid sale or otherwise. Transferor is in no way released from the Contract and Note, but shall remain and continue fully liable thereon until the full performance and payment thereof, notwithstanding any agreements, extensions, compromises or arrangements whatsoever which may be made by Holder with Transferee or any other party. Transferor and Transferee both acknowledge and agree that Transferee has acquired the Property, subject to the interest of Holder in same, and Transferor grants to Holder a security interest in all equipment, inventory, goods, accounts, chattel paper, notes receivable, accounts receivable, machinery, fixtures, general intangibles, contract rights, assets and property of every kind and nature now owned and/or hereafter acquired to secure payment in full of all obligations of Transferee and Transferor now or hereafter owing to Holder and Transferee to secure payment of all its obligations now or hereafter owing to Holder grants to Holder a security interest in all equipment, inventory, goods, accounts, chattel paper, notes receivable, accounts receivable, machinery, fixtures, general intangibles, contract rights, assets and property of every kind and nature now owned and/or hereafter acquired. If a note or notes are delivered to Holder pursuant hereto, such shall be deemed evidence of such indebtedness and not payment thereof until such notes are collected by Holder in full. Holder is authorized to file financing statements or a reproduction hereof as a financing statement. As part of the consideration for Holder's consent hereto, Transferor and Transferee 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 respective agent for each of them and in their respective name, place and stead to accept any service of process within the State of New York, Holder agreeing to send notice thereof to them at their address shown herein or if none be shown herein at the last known address for them according to Holder's records, by certified mail, within three (3) days of such service having been effected. The parties hereto agree to the exclusive venue and jurisdiction of any Court located within the State of New York regarding any matter arising hereunder except with respect to any action seeking replevin of any property. The parties hereto each waive any and all rights to a trial by jury in any action based hereon or arising hereunder or under the Contract and/or Note.

The Property is now located at 752 Stenchcombe Road, Severna Park, MD 21146 and will be kept at 1626 Bald Eagle Road, Arnold, MD 21012

Attest: [Signature] Stephen Jones Enterprises, Inc. Signature of Transferor
Transferor's Address: 752 Stenchcombe Rd. Severna Pk. Md.
By: [Signature] (Title)
215-54-13802 (Social Security or Federal I.D. No.)

Attest: [Signature] R.A.C. Transportation Services, Inc. Signature of Transferee
Transferee's Address: 1626 Bald Eagle Rd. Arnold, Md.
By: [Signature] (Title)
52-1635500 (Social Security or Federal I.D. No.)

The undersigned, the Dealer mentioned in the above agreement, hereby approves the foregoing, and requests ORIX CREDIT ALLIANCE, INC. to consent thereto. (Dealer)

Attest: By: CONSENT BY HOLDER
Upon the terms, conditions and provisions of the foregoing agreement and in reliance thereon, the Holder therein mentioned hereby consents to the sale by Transferor to Transferee of all of Transferor's right, title and interest in and to the Property.
ORIX CREDIT ALLIANCE, INC.
By: [Signature] Vice President

555 418

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. **280834**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 4-27-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Inventory/Equipment

1. DEBTOR

Name Metro Recovery, Ltd.  
Address 244 Armstrong Lane Pasadena, MD 21122

2. SECURED PARTY

Name Orix Credit Alliance, Inc.  
Address 500 DiGuilian Blvd. Glen Burnie, MD 21061

CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)  
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)  
 (Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Charles V. Lewis, Jr.  
(Signature of Debtor)  
CHARLES V. LEWIS, JR. Pres.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Patrick White  
(Signature of Secured Party)  
PATRICK WHITE, ASST. VICE PRES.  
Type or Print Above Signature on Above Line

## SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 27th day of April, 1990 by and between

Metro Recovery, Ltd., having its principal place of business at

(Name of Mortgagor)

244 Armstrong Lane Pasadena, MD 21122

(Address of Mortgagor)

"Mortgagor", and Orix Credit Alliance, Inc.

"Mortgagee".

[If Mortgagee named above is not Orix Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to Orix Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof to Mortgagee, whether arising hereunder or otherwise.]

## WITNESSETH:

1. To secure the prompt payment, with interest thereon, 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, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/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 and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/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 directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt 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. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees 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 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 of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. 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. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good 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 (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become a 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 of 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 may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects 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 full, prompt and faithful performance of any of the terms, conditions and provisions of 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 cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor 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 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, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements 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 become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or 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 to punctually and faithfully 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 made by Mortgagor and then held by 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 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 the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, 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 premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, 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. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 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 and if upon terms of 25% cash down with the balance payable within 24 hours, and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public 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 reasonable attorneys' fees (deemed to be 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 plus late charges thereon as provided above. 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. 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 jurisdiction 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, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when 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 with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

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 possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee 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 such 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 shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise, and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. 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 the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and thus 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/WITNESS

Metro Recovery, Ltd. (Seal)

Mortgagor

By Charles V. Lewis, Jr. Pres. (Title)

Secretary/Witness

STATE OF Maryland
COUNTY OF Anne Arundel

Charles Lewis, Jr. being duly sworn, deposes and says.

- 1. He is the president of Metro Recovery, Ltd. (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 the mortgagee named in the foregoing Mortgage (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\_\_\_

Charles V. Lewis, Jr. (Signature)

NOTARY PUBLIC

(Notarial Seal)

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) \_\_\_ 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 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

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 27, 19 90 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Caterpillar Wheel Loader	910	40Y6918
One (1)	Chevrolet Corvett Convertible	1987	1G1YY3186H5108566
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Metro Recovery, Ltd.

By: Charles A. Lewis Jr.

555 REC 422

Anne Arundel County  
C-02-08379-8

2808.35

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. \$ 15,000.00

If this statement is to be recorded in land records check here.

Recordation Tax to be paid to Anne Arundel County in the amount of \$105.00.  
This financing statement dated 4/25/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Blanchfield, Robert J. T/A Blanchfield Nursery  
Address 478 Jumpers Hole Rd. Severna Park, MD 21146

2. SECURED PARTY

Name Orix Credit Alliance, Inc.  
Address 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."

PAID TO THE  
RECORDS CLERK  
FEE \$105.00  
APR 25 1990  
ANNE ARUNDEL COUNTY

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert J. Blanchfield T/A Blanchfield Nursery

[Signature]  
(Signature of Debtor)

Robert J. Blanchfield  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

[Signature]  
(Signature of Secured Party)  
PATRICK WHITE, ASST. VICE PRES.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

18105 81

## SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 25th day of April, 1990 by and betweenRobert J. Blanchfield T/A Blanchfield Nursery, having his principal place of business at(Name of Mortgagor)  
478 Jumpers Hole Rd. Severna Park, MD 21146(Address of Mortgagor)  
Orix Credit Alliance, Inc."Mortgagee":  
"Mortgagor", and Orix Credit Alliance, Inc.  
[If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"). and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.]

## WITNESSETH:

1. To secure the prompt payment, with interest thereon, 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, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/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 and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor 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 directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt 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. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees 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 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 of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if any all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. 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, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good 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 (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become a 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 of 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 may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects 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 full, prompt and faithful performance of any of the terms, conditions and provisions of 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 cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor 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 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, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements 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 become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or 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 to punctually and faithfully 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 made by Mortgagor, 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 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 the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, 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 premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, 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. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 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 and if upon terms of 25% cash down with the balance payable within 24 hours, and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public 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 reasonable attorneys' fees (deemed to be 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 plus late charges thereon as provided above. 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. 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 jurisdiction 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, plus reasonable attorneys' fees, 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 effective when 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 with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

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 possession 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 such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion.

Mortgage 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 shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise; and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. 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 the original mortgagee hereunder shall inure 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 inure to the benefit of and shall bind the representatives, successors and assigns of the party named and said party, 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 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. Mortgagee, 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 or 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 such provision 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 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: WITNESS  
Robert J. Blanchfield T/A Blanchfield Nursery, (Seal)  
By: *[Signature]* Secretary/Witness  
(Title)

STATE OF Maryland  
COUNTY OF Anne Arundel  
SS }  
Robert J. Blanchfield  
being duly sworn, deposes and says:

1. He is the owner 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 the mortgagee named in the foregoing Mortgage (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  
(Notarial Seal)  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, SS:  
\_\_\_\_\_, a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, 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 member of the partnership of \_\_\_\_\_  
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_  
the \_\_\_\_\_ of \_\_\_\_\_  
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 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.

555 PAGE 425

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated 4/25 1990 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	42' Flatbed Trailer w/	1973	
One (1)	Princeton Piggy-Back Forklift	1980	
One (1)	GMC Cab & Chassis w/2700 gallon water tank	1974	
One (1)	IBM Compatible Computer Network w/HP series II Printer and w/all accessories		

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:

Robert J. Blanchfield T/A Blanchfield Nursery

By: [Signature]

FINANCING STATEMENT FORM UCC-1

Identifying File No. 11835

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1232.89

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated 4/12/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Roy W. Baase
Address 8 B Badger Rd, Annapolis, MD 21402

2. SECURED PARTY

Name Avco Financial Services
Address 9418 Annapolis Road, LANHAM, Md 20703

RECORD FEE
RECORD TAX
POSTAGE
ATTACHED FEES
AN CO. 1000000000

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Certain household properties and personal items
30-06 RIFLE
TIC 50 Cal Muzzle loader
Fishing Equipment
Fisher Compover System
REMAX P-3

Name and address of Assignee

CHECK [X] THE LINES WHICH APPLY

- 6. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[ ] (Proceeds of collateral are also covered)
[ ] (Products of collateral are also covered)

Roy W. Baase
(Signature of Debtor)

Roy W. Baase
Type or Print Above Name on Above Line

Lucia M Baase
(Signature of Debtor)

Lucia Baase
Type or Print Above Name on Above Line

(Signature of Secured Party)

EUGENE M. LONG JR
Type or Print Above Signature on Above Line

11/10/90 50

COUNTY OR CITY CLERK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2808.37

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly 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 Joanne M. Bernard, DDS
Address 2411 Crofton Lane, Ste. #6, Crofton, MD 21114

2. SECURED PARTY

Name HPSC, INC.
Address 25 Stuart St., Boston, MA 02116

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Debtor hereby grants to Secured Party a continuing SECURITY INTEREST in all equipment, inventory, accounts receivable, goods, accounts, contract rights, chattel paper, documents, furniture, fixtures, machinery, supplies, leases, claims to tax refunds or abatements, deposits and general intangibles of every kind and description now owned, or hereafter acquired by Debtor or in which Debtor now or hereafter has or receives an interest, and in all instruments owned by Debtor of which Secured Party shall have possession, together with all accessories, acccessions, additions, substitutions or replacements thereto or therefor, and in the proceeds thereof, although not specifically allowing any such sale, all of which shall be deemed personal property even though attached to real property.

NAME AND ADDRESS OF AGENT

SEE ALSO FORM "A" ATTACHED NO SALE IS AUTHORIZED
CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above 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)

Joanne M. Bernard, DDS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HPSC, INC.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

555 WE 428

REVISION



Form A

Lessee: Joanne M. Bernard, DDS

Schedule to Equipment Lease

Quantity	Mfg.	Item Description
1		HCO Vibrator
1		Plaster trap
1		Ultrasonic Unit/Biosonic
1		Tuttnauer #2340
1		Lumix II X-Ray w/Standard Arm
1		Appollo CS4D/220V
1		Dental EZ CV101 220V
1		Celeb. Chair
1		Napa Dr. Stool
1		Napa Asst. Stool
1		Dent. 4 Hole Straight Tubing
1		MW Insight System
1		Ceiling Mt. Light
1		Silamat Amalgamator
1		3M Curing Light
1		AT2000
1		Marati Versaview
1		Lathe 353T

Lessee(s): Joanne M. Bernard, DDS

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 Joanne M. Bernard, DDS

Address 2411 Crofton Lane, Ste. #6; Crofton, MD 21114

2. SECURED PARTY

Name HPSC, Inc.

Address 25 Stuart St., Boston, MA 02116

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Secured Party has the collateral to sell therefore it is exempt from the recordation tax.

NO SALE IS AUTHORIZED

Name and address of Assignee

SEE FORM "A" ATTACHED

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*Joanne M. Bernard*  
(Signature of Debtor)

Joanne M. Bernard, DDS  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*Joe Keller*  
(Signature of Secured Party)

HPSC, Inc.  
Type or Print Above Signature on Above Line

555 430

REVISION



Form A

Lessee: Joanne M. Bernard, DDS

### Schedule to Equipment Lease

Quantity	Mfg.	Item Description
1		HCO Vibrator
1		Plaster trap
1		Ultrasonic Unit/Biosonic
1		Tuttinauer #2340
1		Lumix II X-Ray w/Standard Arm
1		Appollo CS4D/220V
1		Dental EZ CV101 220V
1		Celeb. Chair
1		Napa Dr. Stool
1		Napa Asst. Stool
1		Dent. 4 Hole Straight Tubing
1		MW Insight System
1		Ceiling Mt. Light
1		Silamat Amalgamator
1		3M Curing Light
1		AT2000
1		Marati Versaview
1		Lathe 353T

Lessee(s): *Joanne M. Bernard*  
Joanne M. Bernard, DDS



280839

County

FINANCING STATEMENT—MARYLAND

File No. \_\_\_\_\_

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

- 1. The name and address of the Debtor is:  
Corman Construction, Inc.  
12001 Guilford Road  
Annapolis Junction, MD 20701
- 2. The name and address of the Secured Party (or Assignee) is:  
First Virginia Commercial Corporation  
6400 Arlington Boulevard  
Falls Church, VA 22046
- 3. The maturity date of the obligation (if any) is: \_\_\_\_\_
- 4. This Financing Statement covers the following types (or items) of property: (Describe)

As per Schedule "A" attached hereto and made a part hereof.

- 5. Check the lines which apply if any, and supply the information indicated:
  - (If collateral is crops). The above described crops are growing or are to be grown on: \_\_\_\_\_  
(describe real estate)
  - (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: \_\_\_\_\_  
(describe real estate)
  - (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
  - (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Transaction is  is not  (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$\_\_\_\_\_

Debtor(s):

Corman Construction, Inc. \_\_\_\_\_  
*[Signature]*  
William G. Cox - President

Secured Party:

First Virginia Commercial Corporation \_\_\_\_\_  
*[Signature]*  
(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

11/5

SCHEDULE "A"

FORM 555 PAGE 432

Attached hereto and made a part of Note and Security Agreement Dated \_\_\_\_\_, between First Virginia Commercial Corporation and Corman Construction, Inc., Debtor.

Two (2) 1990 International, Model F5070SF19, SN KCD29539  
SN KCD29542  
10 cu. yd. mobile unit, 9 ft. mix auger, 500 gallon water tank, 100 cu. ft. cement bin, (3) vibrators, 8 ft. manually extended concrete chute, water pump hydraulic auger lift, hydraulic pump and it's mounting, all hydraulic drive, complete with all present and future attachments, accessories, replacement parts, repairs, additions and all proceeds thereof.

555 433

280840

UCC STATEMENT

(1) Filing Office Copy — Alphabetical

1. This UCC Statement dated <u>4-30-90</u> is to be filed in the office shown below. Filed with <u>Chase</u> <u>Chesapeake Co</u>	2. File number and filing date of original financing statement, if any, previously filed in office shown at left. File Number: _____ Filing Date: _____	3. For Filing Officer: File Number: _____ Filing Date and Hour: _____	4. Index numbers of subsequent statements (FOR OFFICE USE ONLY)
---	---	---	---

5. This statement is (CHECK ONLY ONE BOX)  
 ORIGINAL FINANCING STATEMENT. This financing statement covers the collateral described in Item 8. If a name and address appear in Item 10, they are the name and address of the Assignee to whom the Secured Party has assigned its Security Interest in such collateral prior to filing.  
 ORIGINAL FINANCING STATEMENT WITHOUT DEBTOR'S SIGNATURE. This financing statement is filed without the Debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction.  
 AMENDMENT. The financing statement bearing the file number shown in Item 2 is amended as set forth in Item 11.

CONTINUATION STATEMENT. The financing statement bearing the file number shown in Item 2 is still effective.  
 ASSIGNMENT. Secured Party of Record has, subsequent to the filing of the financing statement bearing the file number shown in Item 2, assigned his (its) rights under the said financing statement, in the collateral described in Item 11 to the Assignee whose name and address are shown in Item 10.  
 PARTIAL RELEASE OF COLLATERAL. Secured Party releases the collateral described in Item 11 from the financing statement bearing the file number shown in Item 2.  
 TERMINATION. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

*6. Name(s) and Mailing Address(es) of Debtor(s) <b>McLean Contracting Co.</b> 6700 Curtis Court Glen Burnie, Md. 21061-6480	7. Name and Address of Secured Party: CARTER MACHINERY COMPANY, INC. P.O. Box 3096 Salem, Virginia 24153-3096
---	--

\*8. Description of Collateral: (Proceeds and Products of Collateral are Also Covered)  
 One Caterpillar CS 433B, Serial Number 1MG00308 CM 10100-90110  
 This is not subject to recordation tax.

9. This statement is intended to apply whether the property described above is leased or sold to Debtor. Should the property be initially leased and later purchased by Debtor subject to Secured Party's security interest, this statement is intended to cover such security interest. It shall also apply to any renewal, extension or refinancing of the obligations secured. A carbon, photographic or other reproduction hereof is sufficient as a financing statement.

10. Name and Address of Assignee: <b>Caterpillar Financial Services Corp.</b> 10630 Little Patuxent Parkway Columbia, Md. 21044	11. Set forth here in: (Check one box.) <input type="checkbox"/> Manner in which the original financing statement is amended. <input type="checkbox"/> Description of collateral in which rights are assigned. <input type="checkbox"/> Description of collateral released from original financing statement.
--	---

13. CARTER MACHINERY COMPANY, INC. <u>Julie Nadasly</u> SIGNATURE OF SECURED PARTY SIGNATURE FOR TERMINATION STATEMENT	<u>McLean Contracting Co.</u> <u>Frederick W. Rich</u> Executive Vice Pres. <small>(Required only on original Financing Statement or Amendment)</small>
---	--

555 PAGE 434

280841

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
_____	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>Jet Blast, Inc.</u>	Attn: <u>Nicholas Lambrow</u>
(Name)	(Name of Loan Officer)
<u>6800 Fort Smallwood Road</u>	<u>18 West Street</u>
(Address)	(Address)
<u>Baltimore, Md. 21226</u>	<u>Annapolis, Md. 21401</u>

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

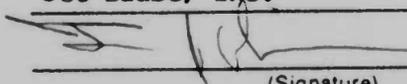
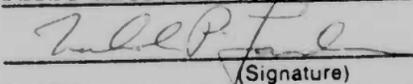
(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Jet Blast, Inc.</u> (Seal)	<u>First National Bank of Md.</u> (Seal)
 (Seal)	 (Seal)
(Signature)	(Signature)
<u>Timothy J. Wilson, President</u>	<u>Nicholas P. Lambrow, Vice President</u>
(Print or Type Name)	(Print or Type Name)

Handwritten initials and a circle around the number 11.

STATE OF MARYLAND

BOOK 555 PAGE 435

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 279330

RECORDED IN LIBER 549 FOLIO 70 ON 12-7-89 (DATE)

1. DEBTOR

Name Brady's Excavating, Inc.

Address 314 Salisbury Road, Edgewater, MD 21037

2. SECURED PARTY

Name State Equipment, Div. of Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, MD 21227

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

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>
<p>ONE (1) New Dresser Model TD 15E Dozer SN 8341</p>	

State Equipment, Div. of Secorp National, Inc.

Dated May 2, 1990

158

Joan M. Pressimone (Signature of Secured Party)

Joan M. Pressimone, Br. Sec. Type or Print Above Name on Above Line

280904

555 PAGE 436

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

RECORD FEE 11.00  
POSTAGE .50  
HTT1920 UTTT R02 T14:20  
05/09/90  
H. ERLE SCHAFER  
CIRCUIT COURT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

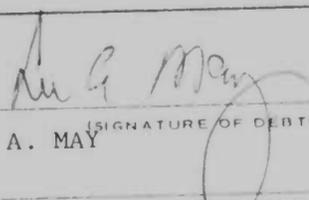
1. Debtor(s) (Last name First) address(es)  MAY, LEE A. 1556 ROSSBACK ROAD DAVIDSONVILLE, MD 21035	2. Secured Party(ies) and Address(es)  GATEWAY FORD TRACTOR, INC. 15410 CHRYSLER DRIVE UPPER MARLBORO, MD 20772
--	---

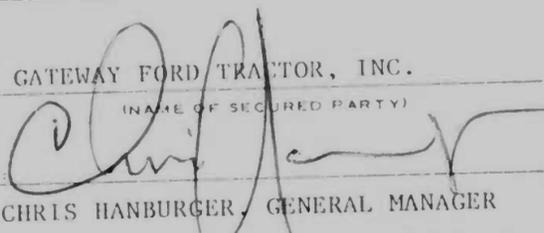
For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:  
1 NEW FORD LGT18H LAWN TRACTOR, SER.#L9L0110,  
1 NEW FORD 9607444 48" MID MOWER, SER.#L9Q0109.  
ASSIGNEE:  
FORD MOTOR CREDIT COMPANY  
P.O. BOX 36387  
RICHMOND, VA 23235

Check if covered:  Proceeds of collateral covered  Products of collateral covered

4. This transaction is exempt from the Recording Tax.  
"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"  
Filed with:

  
LEE A. MAY  
(SIGNATURE OF DEBTOR)  
  
(SIGNATURE OF DEBTOR)

GATEWAY FORD TRACTOR, INC.  
(NAME OF SECURED PARTY)  
BY:   
CHRIS HANBURGER, GENERAL MANAGER

11.2

FINANCING STATEMENT

280842

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Thomas E. Turner  
Florence C. Turner

5210 Sands Road  
Lothian, Maryland 20711

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 1989 Imperial Homes Corp., Regal Print 230, Mobile Home  
70 X 14, Blue, Serial #IH892970

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  
 877850 CITY RD 21421  
 05/09/90  
 H. ERLE SCHAFER  
 MD CO. CIRCUIT COURT

Debtor

Thomas E. Turner  
Florence C. Turner  
 \_\_\_\_\_  
 \_\_\_\_\_

Secured Party

JOHN HANSON SAVINGS BANK FSB

By Kathy Rulley

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.

1752

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Clerk of The Courts of 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): Truffles, Inc. Address(es): 50 West Street  
Annapolis, Md. 21401

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: 10 Church Circle  
 Post Office Box 987, Mailstop 500501  
 Attention: Debra L. Phipps Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

RECORD FEE 11.00  
POSTAGE 1.50  
GK

Debtor: Truffles, Inc.  
 By: Michelle C. O'Brien (Seal)  
Type name and title, if any  
 By: Kevin T. O'Brien (Seal)  
Type name and title, if any

Secured Party: Maryland National Bank  
 By: Debra L. Phipps (Seal)  
Type name and title  
Debra L. Phipps  
 Vice President

MT72340 0055 R02 T09120

05/10/90

H. EYLE SCHAFER  
AN CO. CIRCUIT COURT

MARYLAND NATIONAL BANK

CDF/02-21-89  
9794X (514X)  
SSA-SFC(0)(4)  
SSA-CONST/PERM(4)

555 439

To be recorded	Not subject to recordation
(1) in the Land Records	tax
of Anne Arundel County;	
(2) in the Financing Statement	Principal amount is
Records of Anne Arundel County;	\$ 340,000.00
and	
(3) with the Maryland State	
Department of Assessments	
and Taxation	

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor:	Mailing Address of Debtor:
<u>John F. Pilli, Jr.</u>	<u>3A Spa Creek Landing</u>
<u>Sharon F. Sansing</u>	<u>Annapolis, MD 21403</u>

2. Secured Party:	Address of Secured Party:
STERLING BANK & TRUST CO.,	Suite 201
a bank and trust company	111 East Water Street
organized and existing	Baltimore, Maryland 21202
under the law of Maryland,	

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows,

RECORD FEE 14.00  
POSTAGE .50  
#773400 C055 R02 T15#46  
05/10/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

140  
②

CDF/02-21-89  
9794X (514X)  
SSA-SFC(0)(4)  
SSA-CONST/PERM(4)

555 440

stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

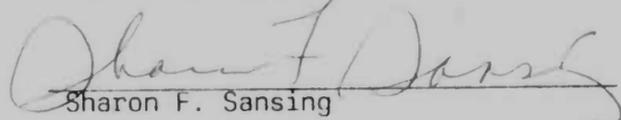
6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$340,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:



John F. Pilli, Jr.



Sharon F. Sansing

Date: APRIL 18, 1980

To the Filing Officer: After this Statement has been recorded, please mail the same to:

CDF/02-21-89  
9794X (514X)  
SSA-SFC(0)(4)  
SSA-CONST/PERM(4)

BOOK 555 PAGE 441

FINANCING STATEMENT

by

John F. Pilli & Sharon E. Sansing Debtor

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

280845

555 442

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

For Filing Officer  
(Date, Time, Number, and Filing Office)

Debtor(s) (Last Name) and address(es)  
LETTERING UNLIMITED, INC.  
110 ROESLER ROAD  
GLEN BURNIE, MARYLAND 21061

Secured Party(ies) and address(es)

Advance Process Supply Company  
400 North Noble Street  
Chicago, IL 60622

RECORD FEE 13.00  
POSTAGE CK .50  
#775180 0777 R02 T11:21  
05/11/90

1. This financing statement covers the following types (or items) of property:

Machinery and equipment described in detail in Installment Sale Contract (Security Agreement) attached hereto and made a part hereof dated MARCH 9, 1990 together with all accessions attachments and appurtenances thereto and substitutions and replacements therefor and all casualty insurance policies thereon and all proceeds of all the foregoing collateral. DEBTOR IS NOT AUTHORIZED TO SELL, TRANSFER OR OTHERWISE CONVEY ANY OF THE FOREGOING COLLATERAL.

ASSIGNEE OF SECURED PARTY  
H. EILE SCHAFER  
AA CO. CIRCUIT COURT  
Capitol Leasing Company  
1430 N. Meacham Rd.  
Schaumburg, IL 60173

SECURED PARTY Advance Process Supply Company \*Not subject to recordation tax this is a conditional sales contract

BY Albert Adams  
Vice President - Treasurer

2.  Products of Collateral are also covered.

LETTERING UNLIMITED, INC.

Additional sheets presented. COUNTY RECORDER  
 Filed with Office of ~~XXXXXXXXXXXXXXXXXXXX~~  
Debtor is a transmitting utility as defined in UCC §9-105.

By: [Signature]  
Signature of (Debtor) (Secured Party)\*

\*Signature of Debtor Required in Most Cases;  
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

**INSTALLMENT SALE CONTRACT**  
(Security Agreement)

555 PAGE 443

THIS AGREEMENT OF SALE made at GLEN BURNIE, MARYLAND (City, State) MARCH 9, 19 90, between:  
ADVANCE PROCESS SUPPLY COMPANY (Name of Seller, hereinafter called "Seller") LETTERING UNLIMITED, INC. (Name of Buyer, hereinafter called "Buyer")  
400 NORTH NOBLE STREET (Principal place of business) 110 ROESLER ROAD (Principal place of business)  
CHICAGO, COOK, ILLINOIS 60622 (City) (County) (State) GLEN BURNIE, ANNE ARUNDEL, MARYLAND (City) (County) (State)  
 (Buyer's residence address if not a Corporation)

Seller sells to Buyer and Buyer purchases from Seller the following described property (hereinafter called "Goods"), upon the terms stated below and upon the reverse side hereof, all of which constitute a part hereof:

**DESCRIPTION OF GOODS**  
(State Fully Showing QUANTITY, MANUFACTURER, MODEL AND SERIAL NUMBER)

- (1) ONE 43-5855-2 ROTOTEX II 6-COLOR W/DELUXE MICRO & OFF-CONTACT
- (1) ONE 43-5803-2 4-STATION SPEED TABLE FOR 6-COLOR ROTOTEX
- (4) FOUR 43-5804-0 STRETCH FRAME FOR ABOVE

GOODS TO BE LOCATED AT 110 ROESLER ROAD, GLEN BURNIE, MARYLAND (Address) (City) (State)  
 Buyer acknowledges that Seller has concurrently herewith offered Buyer a cash price of \$ 4,984.00 and a time price (Item 1 below) of \$ 5,317.40 for the Goods and Buyer has elected to purchase the Goods for the time price, the unpaid balance of which (hereinafter called "Time Price Balance"—Item 4 below) is calculated as follows:

1. Time Price	\$ 5,317.40
2. Filing fees and other charges (Specify: _____)	\$ 35.00
3. Deductions from Time Price:	
(a) Down Payment	\$ 1,650.00
(b) Trade-In Description: _____	\$ 1,650.00
4. Time Price Balance (Sum of Items 1 and 2, less Item 3)	\$ 3,702.40

Buyer will pay to Seller the Time Price Balance at the office of Seller specified above, or at such other place as Seller may designate in writing to Buyer, in 12 consecutive monthly installments of:

- 1. 11 consecutive installments of \$ 309.00 each; then 2. 1 consecutive installments of \$ 303.40 each; then
- 3. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then 4. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then
- 5. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then 6. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then
- 7. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then 8. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each;

which installment payments will be made on the \_\_\_\_\_ day of each month beginning with the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_. All of said installments will be payable on said dates and in said amounts notwithstanding that delivery of all or part of the Goods may be made at any time or times hereafter. If any installment of the Time Price Balance is not paid when due or declared due, then, to the extent permitted by applicable law, Buyer will pay to Seller, immediately upon demand, interest thereon at the highest contract rate permitted by applicable law from the date due or declared due until paid; and, in addition thereto, a single late charge calculated at the rate of five cents for each dollar of each installment in default.

To secure the payment by Buyer to Seller of the Time Price Balance, all other indebtedness now or hereafter owing by Buyer to Seller hereunder and the performance by Buyer of all of its covenants, warranties, representations and undertakings under this contract (hereinafter collectively called "Buyer's Liabilities"), Buyer hereby grants Seller a security interest in the Goods and all existing and after-acquired attachments, replacements, substitutions, additions and accessions thereto and the proceeds thereof.

Several copies or counterparts of this Contract may be signed by Seller and Buyer, but only the original Contract (white copy) shall be deemed chattel paper, document, or security agreement for purposes of assignment, transfer and perfection of security interests.

**BUYER HEREBY ACKNOWLEDGES RECEIPT OF A TRUE AND CORRECT COPY OF THIS CONTRACT AND THAT ALL BLANK SPACES CONTAINED HEREIN, EXCEPT SERIAL NUMBERS OF THE GOODS, HAVE BEEN FILLED IN PRIOR TO BUYER'S EXECUTION HEREOF.**

Accepted ADVANCE PROCESS SUPPLY COMPANY  
 (Name of Seller)  
 By Albert Adams  
 (Must be signed by authorized Corporate Officer, Partner or Owner) Title Vice Pres. - Treas.  
**(PLACE BUYER'S CORPORATE SEAL)**

LETTERING UNLIMITED, INC. (SEAL)  
 (Name of Buyer)  
 By Frank P. ...  
 (Must be signed by authorized Corporate Officer, Partner or Owner) Title President  
 By \_\_\_\_\_ (Must be signed by authorized Corporate Officer, Partner or Owner) Title \_\_\_\_\_

(Attest or witness: Secretary, if Corporation, otherwise witness)

THIS INSTALLMENT SALES CONTRACT WAS PREPARED BY \_\_\_\_\_

1. **ASSIGNMENT.** Seller may assign this Contract at any time and without Buyer's consent. Buyer will not and cannot assign this Contract, any interest herein or in the Goods by its own act or by operation of law or otherwise and any such attempted assignment will be void. In the event Seller assigns this Contract: (i) Buyer will not be relieved of any obligation, undertaking, warranty or representation contained or made herein; (ii) Seller's assignee will have all the rights, powers, remedies and interests of Seller hereunder and in this regard, any reference to Seller hereunder will also be deemed to mean Seller's assignee; (iii) Seller's assignee will not be subject to any of Seller's obligations hereunder; (iv) no modification or alteration hereof will be effective against Seller's assignee after notice of such assignment has been given to Buyer, unless such modification or alteration has been expressly agreed to in writing by such assignee; (v) Seller will not be deemed to be Seller's assignee's agent for any purpose, and Buyer's obligations hereunder will be unconditional, irrevocable and absolute in any and all events and circumstances; (vi) Buyer will not assert against any assignee of Seller any defense, setoff, counterclaim or claim which Buyer may now or hereafter have against Seller, and Buyer will resolve all such defenses, setoffs, counterclaims, or claims it may have against Seller directly with Seller and Buyer hereby waives the same as against any such assignee.

2. **SELLER'S WARRANTIES.** Seller makes only those representations and warranties enumerated in its Standard Terms and Conditions as shown on the reverse side of Seller's "Acknowledgment of Order Form". Seller makes no other warranties. All other warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are disclaimed.

3. **BUYER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Buyer warrants, represents and covenants to Seller that: (a) the Goods are bought (and will be used) solely for commercial or business use; (b) the Goods, and all of Buyer's records with respect thereto, will be located at all times at the place indicated on front of this Contract and that Buyer will promptly notify Seller of any change in the location of the Goods and such records; (c) Buyer will not remove the Goods from the location specified above without the prior written consent of Seller; (d) the address(es) so specified at the beginning of this Contract (on the reverse side hereof) is Buyer's sole place of business and, that so specified is Buyer's residence; (e) Buyer will immediately advise Seller in writing of any change in Buyer's residence, or of any change of Buyer's place of business, or of the opening of any new place of business, or if any change in Buyer's name, organization, identity, or Corporate structure; (f) no financing statement, continuation statement or other record or notice of lien covering the Goods or any proceeds thereof is on file in any public office; (g) Buyer has good and indefeasible title, free and clear of liens, encumbrances and security interests, in and to all of the property traded in by Buyer to Seller under this Contract, and that Buyer has the right and power to transfer such title thereto to Seller; (h) Buyer will keep and maintain the Goods in good operating condition and repair and make all necessary replacements thereto so that the value and operating efficiency thereof will at all times be maintained and preserved; (i) Buyer will keep the Goods free from all liens, encumbrances and security interests other than that of Seller; (j) Buyer will pay promptly when due all fees, taxes and assessments upon the Goods, this Contract, or with respect to the use, ownership or operation of the Goods; (k) Buyer will not use the Goods illegally, nor dispose of the Goods, nor permit the Goods to become fixtures to real estate or accessions to other goods; and (l) Buyer will acquire, at its own cost and expense, all permits, licenses and certificates of title required by law with respect to the Goods or their use, ownership or operation.

4. **RISK OF LOSS.** All risk of loss, damage or destruction to any or all of the Goods will be borne, at all times, by Buyer.

5. **INSURANCE.** Until repayment of Buyer's Liabilities, Buyer, at its expense, will obtain and maintain the following insurance (without coinsurance by Buyer) with such insurers as are satisfactory to Seller: (a) upon the Goods against loss or damage by fire, theft, and all other hazards and risks ordinarily subject to extended coverage insurance and against such other hazards and risks as Seller may request, in amounts not less than the full replacement value of the Goods or the unpaid balance owing hereunder by Buyer to Seller, whichever is greater; and (b) for public liability and property damage relating to the ownership and use of the Goods whether by Seller, Buyer, or third parties for at least the amount specified herein as the Time Price. Seller's acceptance of policies in lesser amount of risks than required hereby shall not constitute a waiver by Seller of any obligation of Buyer hereunder. All such policies will contain an endorsement, in form acceptable to Seller, showing loss payable to Seller and its assignee, if any, as their respective interests may appear and will be non-cancellable except upon written notice to Seller and its assignee. Buyer will deliver to Seller certified copies of such policies of insurance and evidence of payment of all premiums.

To secure the payment of Buyer's Liabilities, Buyer: (i) assigns to Seller the right to receive the proceeds of the aforesaid policies; (ii) directs all insurers to pay all proceeds of the aforesaid policies directly to Seller; (iii) appoints Seller its attorney for the purpose of making, settling and adjusting claims under said policies, endorsing the name of Buyer on any check, draft, instrument, or other item of payment for the proceeds of said policies and for determining whether to replace the Goods or take cash; and (iv) grants to Seller a security interest in and to all of said policies and the proceeds thereof. Proceeds of the aforesaid policies may be applied by Seller, upon receipt, in any manner determined by Seller to Buyer's Liabilities and the balance of such proceeds, if any, remaining after such application will be remitted by Seller to Buyer.

6. **DEFAULT.** Each of the following events will constitute an event of default hereunder (hereinafter called a "Default"): (i) failure of Buyer to pay any of Buyer's Liabilities on the date when the same are due or declared due; (ii) failure of Buyer to perform, keep or observe any term, provision, warranty or condition contained herein, or in any other contract, agreement, instrument or document heretofore, now or hereafter executed by Buyer and delivered to Seller, which term, provision, warranty or condition is required to be performed, kept or observed by Buyer; (iii) at any time or times now or, hereafter any warranty, representation, statement, report or certificate now or hereafter made or furnished to Seller by or on behalf of Buyer is not true and correct; (iv) at any time or times hereafter Seller shall, in good faith, determine it is insecure with respect to the payment from Buyer to Seller of any of Buyer's Liabilities; (v) all or any part of the property of Buyer is attached, seized, subject to a writ or distress warrant, or is levied upon, or comes within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors; (vi) the death of Buyer or any co-signer; (vii) the filing or commencement of any application or proceeding by or against Buyer or any co-signer for dissolution or liquidation; (viii) the filing by or against Buyer or any co-signer of any proceeding under the Bankruptcy Act or for the appointment of a receiver, trustee or custodian for all or any part of the property of Buyer or any co-signer; (ix) the making by Buyer or any co-signer of an assignment for the benefit of creditors; (x) the attempt by Buyer or any co-signer to make an adjustment, settlement, or extension of debts with creditors; (xi) the filing of a notice of tax lien against Buyer or any co-signer or the existence of any lien, security interest or encumbrance with respect to the Goods; (xii) Buyer is enjoined, restrained or in any way prevented by court order or otherwise from conducting all or any part of its business affairs in the ordinary course.

Upon a Default, Seller may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are hereby authorized by Buyer: (i) declare all unpaid installments of the Time Price Balance immediately due and payable; (ii) declare all other of Buyer's Liabilities immediately due and payable; (iii) enter, with or without process of law, any premises where the Goods might be and without breach of the peace take possession of the Goods and store them on said premises, without charge or liability to Seller therefor, or remove the Goods to such other place or places as Seller deems convenient, all until foreclosure, sale, lease or other disposition of the Goods by Seller; (iv) take possession of all or part of the premises where the Goods are located and place a custodian in exclusive control thereof; (v) sell or otherwise dispose of the Goods at public or private sale in accordance with applicable law, for cash or credit at the election of Seller (but Buyer shall be credited with the net proceeds of any such sale only when said proceeds are actually received by Seller), and Seller may become the purchaser at any such sale if permissible under applicable law; (vi) exercise any or all of the rights accruing to a secured party under the Uniform Commercial Code and any other applicable law upon default by a debtor. Buyer will, if Seller requests, assemble the Goods and make them available to Seller at a place to be designated by Seller which is reasonably convenient to Seller and Buyer.

Buyer will pay Seller any deficiency that may remain after Seller credits Buyer's Liabilities in the net amount of any proceeds received by Seller through Seller's exercise of any or all of its rights or with any amounts received by Seller from the sale, lease or other disposition of the Goods by a receiver, trustee, custodian or auctioneer. All Seller's rights under this Contract are cumulative.

Any notice of foreclosure, sale, lease or other disposition of the Goods or any other intended action by Seller with respect to the Goods or this Contract, sent to Buyer at its principal place of business as specified on the reverse side hereof, or such other address of Buyer as may from time to time be shown on Seller's records, at least five (5) days prior to such action will constitute reasonable and fair notice to Buyer of any such action and will be deemed to have been received by Buyer two (2) days after the date such notice is deposited in the United States mail.

To the extent permitted by applicable law, Buyer hereby waives and releases Seller of and from any and all liabilities or penalties for failure of Seller to comply with any statutory or other requirement imposed on Seller relating to notices of sale, holding of sale, or reporting of any sale, and Buyer waives all rights of redemption from any such sale. In the event Seller seeks to take possession of the Goods by replevin or other court process, Buyer hereby irrevocably waives any bonds, and any surety or security relating thereto, required by any statute, court rule or otherwise as an incident to such possession, and waives any demand for possession prior to the commencement of any suit or action to recover possession of the Goods and waives the right to trial by jury with respect thereto and in any other action in which the Seller is a party. To the extent permitted by applicable law, Buyer hereby waives the application of and all of its rights and powers under all statutes of limitation and similar statutes and laws as to this Contract and all portions thereof.

280846

FINANCING STATEMENT

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Joseph William Malecki T/A JWM Tree Service  
Address 8706 Crest Road Severn, Maryland 21144

2. SECURED PARTY

Name Vermeer Sales & Service, Inc.  
Address P O Box 189 Annapolis Junction Maryland 20701

3. ASSIGNEE

Name \_\_\_\_\_  
Address \_\_\_\_\_  
(Address to whom statement is to be returned)

RECORD FEE 12.00  
#775190 CTTT R02 T11:22  
CK 05/11/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

- 4. Maturity date of obligation (if any) \_\_\_\_\_
- 5. This financing statement covers the following types (or items) of property: (list)

Vermeer Model 620 Brush Chipper Serial # 526

CHECK  THE LINES WHICH APPLY

- 6.  (If collateral is crops) The above described crops are to be grown on: (described real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Joseph W. Malecki  
(Signature of Debtor)

John L. Vos, Pres  
(Signature of Secured Party)

Joseph William Malecki  
Type or Print Above Signature on Above Line

John L. Vos, President  
Type or Print Above Name on Above Line

125

555 446

280847

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)  
Williams Construction Co., Inc.  
8660 Pulaski Highway  
Baltimore, MD 21237  
MACHINE LOCATED IN ANNAPOLIS MD, A.A. COUNTY  
M-36146

(2) Secured Party(ies) (Name(s) And Address(es))  
Alban Tractor Co., Inc.  
P. O. Box 9595  
Baltimore, MD 21237

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)  
Caterpillar Financial Services Corporation  
10630 Little Patuxent Parkway  
Columbia, Maryland 21044

RECORD FEE CK 11.00  
POSTAGE .50  
#775200 CTTT R02 T11:23  
05/11/90

For Filing Officer

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

#22215

(5) This Financing Statement Covers the Following types [or items] of property.  
One (1) New Caterpillar Model #12G Motor Grader S/N 61M13734  
One (1) New Caterpillar Ripper Scarifier

ANNE ARUNDEL COUNTY, MD

SECURED PARTY IS SELLER OF EQUIPMENT  
NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

4784/F02370033

Secured Party(ies) [or Assignees]

(6) Signatures: Debtor(s)

Williams Construction Co., Inc.

Alban Tractor Co., Inc.

(By) Curtis R. Lucado  
Standard Form Approved by N.C. Sec. of State  
and other states shown above.

Curtis R. Lucado, (By)  
Exec. V.P.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction  
and  Mark Welsh, Asst. Secty.  
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

UCC-1

280848

555 FILE 447

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Mat **ANNE ARUND**

1. Debtor(s) (Last Name First) and address(es)

SCAGG, H SELBY JR & JANET E  
5133 MIDDLEGATE RD  
SILVER SPRINGS, MD 20905  
14-091-3872-8

2. Secured Party(ies) and address(es)

LUCKY COOKES MAIRNE  
111 VENE ST  
MIDDLETOWN, PA 17057

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE **CK** 12.00  
POSTAGE .50  
#775220 0777 R02 T11:29  
RECORD FEE 05/21/90

4. This financing statement covers the following types (or items) of property

1988 WELLCRAFT 340 SCARAB, 33'6", BEAM 8'3", FIBERGLASS, HULL.  
#WELP4868F888, 1988 DUAL MERCURY, GAS, 330 HP, ENIGNE  
#OB952385 & OB908273

ANCHORAGE: EDGEWATER, MD

5. Assignee(s) of Secured Party and Address(es)

FIRST COMMERCIAL CORPORATION  
200 SHEFFIELD ST  
MOUNTAINSDIE, NJ 07092  
04/26/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

**SIGNED CONDITIONAL SALES CONTRACT**

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

Filed with

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented.

H SELBY SCAGGS/JANET E SCAGGS

LUCKY COOKES MAIRNE

By:

*[Handwritten Signature]*  
Signature(s) of Debtor(s)

By:

*[Handwritten Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

*185*

FINANCING STATEMENT—MARYLAND

File No. \_\_\_\_\_

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

- 1. The name and address of the Debtor is:  
General Paving Corporation  
12001 Guilford Road  
Annapolis Junction, MD 20701
- 2. The name and address of the Secured Party (or Assignee) is:  
First Virginia Commercial Corporation  
6400 Arlington Boulevard  
Falls Church, VA 22046
- 3. The maturity date of the obligation (if any) is: \_\_\_\_\_
- 4. This Financing Statement covers the following types (or items) of property: (Describe)  
Two (2) 1990 Ford, Model No. LNT8000, SN 1FDZW82A9LVA37898  
SN 1FDZW82A0LVA37899  
One (1) 1990 Ford, Model LT9000 Tractor, SN 1FTYU90L0LVA30631  
Complete with all present and future attachments, accessories, replacement parts, repairs, additions and all proceeds thereof.
- 5. Check the lines which apply if any, and supply the information indicated:

(If collateral is crops). The above described crops are growing or are to be grown on: \_\_\_\_\_  
(describe real estate)

(If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously on 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):

General Paving Corporation

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(TYPE NAME AND TITLE)

Secured Party:

First Virginia Commercial Corporation

*[Signature]*  
\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

Harold V. Dellinger, II  
Vice President  
\_\_\_\_\_  
(TYPE NAME AND TITLE)

RECORD FEE 11.00  
POSTAGE CK .50  
#775230 0777 R02 T11:29  
05/11/90  
H. ERLE SCHAFFER  
CIRCUIT COURT

Please return to the Secured Party at the address shown in number 2 above.  
All Information Must Be Typewritten or Printed in Ink

*W50*

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es)  FREE STATE SEPTIC SERVICE 1515 GOVERNORS BRIDGE ROAD DAVIDSONVILLE, MD 21035	2. Secured Party(ies) and Address(es)  GATEWAY FORD TRACTOR, INC. 15410 CHRYSLER DRIVE UPPER MARLBORO, MD 20772
--	---

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 USED CASE 1845C LOADER, SER.#17955263.

ASSIGNEE:  
FORD MOTOR CREDIT COMPANY  
P.O. BOX 36387  
RICHMOND, VA 23235

Check if covered:  Proceeds of collateral covered  Products of collateral covered

4. This transaction is exempt from the Recording Tax.

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"  
Filed with:

*Robert H. Rossback (Owner)*  
 (SIGNATURE OF DEBTOR)  
 FREE STATE SEPTIC SERVICE

GATEWAY FORD TRACTOR, INC.  
 (NAME OF SECURED PARTY)

*Chris Hanburger*  
 BY  
 CHRIS HANBURGER, GENERAL MANAGER  
 H. ERLE SCHAFER  
 AN CO. CIRCUIT COURT

RECORD FEE 11.00  
 POSTAGE *CK* .50  
 #775280 8777 R02 T11:35  
 05/11/90  
 PRINTED IN U.S.A.

*1/105*

555 USE 450

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)  
JET BLAST, INC.  
6800 Fort Smallwood Road  
Baltimore, Maryland 21226  
Attn: Kevin T. Kavanagh  
Chief Financial Officer

2. Secured Party(ies) and address(es)  
THE FIRST NATIONAL BANK OF  
MARYLAND  
18 West Street  
Annapolis, Maryland 21401  
Attn: Cecilia R. Ash, Corporate  
Banking Officer

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 273229 528/126  
Filed with Chattel Records Anne Arundel County Date Filed 6/9 19 88

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00  
POSTAGE 50  
#273229 0777 USE FILE 39  
05/11/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

See EXHIBIT A attached hereto and incorporated by reference herein.

NOT SUBJECT TO RECORDATION TAX.

No. of additional Sheets presented: 1

JET BLAST, INC.

THE FIRST NATIONAL BANK OF MARYLAND

By: [Signature]  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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	<u>INS.</u> <u>NO.</u>	<u>VACUUM EQUIPMENT</u>	<u>SERIAL NO.</u>
1.	WOV1	VACUUM	5384
2.	WV1	VACUUM	500592RH
	<del>WV-2</del>	<del>VACUUM</del>	<del>05324</del>
		<u>CIRCULATING PUMPS-TRUCK MOUNTED</u>	
3.	CT1	CIRCULATING PUMP SYSTEM	0592
4.	CT2	CIRCULATING PUMP SYSTEM	6430
		<u>SEWER CLEANING PUMPS-TRUCK MOUNTED</u>	
5.	PT3	SEWER CLEANING SYSTEM	1268
6.	PT7	SEWER CLEANING SYSTEM	5579
		<u>WATER BLASTING PUMPS-TRAILER MOUNTED</u>	
7.	P1	PARTEX 1010	1336
8.	P2	NLB 8150	8525
9.	P4	ADMAC 35K PS1	0213
		<u>WATER BLASTING PUMPS - TRUCK MOUNTED</u>	
10.	PT1	NLB 8250	4841
11.	PT4	NLB 10150	1601
		<u>MISCELLANEOUS EQUIPMENT</u>	
12.	SE5	NLB FLOOR CLEANER	4835
13.	SE6	LANDA HOT WATER BLASTER	
	WOY-3	VACUUM #4517	
	SC 21	Diaphragm Pump	
			TOTAL

After recording, please return to:

Diane Hewes  
 Legal Assistant  
 Miles & Stockbridge  
 10 Light St., 8th Floor  
 Balto., MD 21202

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly 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 R J L Enterprise, Inc.
Address Ritchie Highway and McKinsey, Severna Park, MD 21146

2. SECURED PARTY

Name Shell Oil Company
Address P.O. Box 1703, Atlanta, GA 30371

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory and equipment (including fixtures) now owned hereafter acquired, all accounts receivable now existing or hereafter arising, as well as the proceeds from all sales of inventory and equipment and collection of accounts receivable, located on the premises at debtor's address specified in the Security Agreement, and/or related to the conduct of debtor's business there.

Name and address of Assignee
RECORD FEE 11.00
#775350 0777 R02 T11:41
05/11/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: James B. Brooke
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Signature of Secured Party: Carolyn A. Yapp, Territory Manager
Type or Print Above Signature on Above Line

11

Done  
Approved  
11/58

MARYLAND FINANCING STATEMENT

BOOK 555 PAGE 453

280852

(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 Docuscan, Inc.  
(Name or Names)  
803 Barkwood Court, Suite E, Linthicum, Maryland 21090  
(Address) CFSL 3893

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Chesapeake Federal Savings & Loan Association  
2001 E. Joppa Rd. (Name or Names) Baltimore, Maryland 21234 (Address)  
RECORD FEE 11.00  
POSTAGE OK .50  
#775740 LOSS ROL 113:21  
05/11/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

4. This financing Statement covers the following types (or items) of property:

- 1-Northgate Elegance 80386 Computer w/200MB Hard Disk, Omni Plus Keyboard, Windows 3.0, 4 MB RAM, Micro Soft Mouse, 2 Drives, 64K SRAM Cache, DOS;
- 1-Sigma Designs SilverView 21" Gray Scale Monitor, HP LaserJet III with 2MB upgrade.

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE Docuscan, Inc. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Carol J. Gupta President By: Donald A. Lounsbury Credit Manager  
CAROL J. GUPTA (Title) Donald A. Lounsbury (Title)  
(Type or print name of person signing) (Type or print name of person signing)  
By: \_\_\_\_\_ Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
(Title) 8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

11/8

MARYLAND FINANCING STATEMENT

*Amended 11-30*

*42*

(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 Mercier Communications, Inc.  
 (Name or Names)  
478 Manor Road, Arnold, Maryland 21012  
 (Address) CFSL 3892

LESSEE \_\_\_\_\_  
 (Name or Names)  
 \_\_\_\_\_  
 (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Chesapeake Federal Savings & Loan Association  
 (Name or Names)  
2001 E. Joppa Rd. Baltimore, Maryland 21234  
 (Address)

4. This financing Statement covers the following types (or items) of property:

- 1-B30 Burkeen Plow w/30 HP Diesel, Rolling Sod Cutter Serial #B-30-797;
- 1-Thin Line Blade
- 1-Mastertrack Trailer Model LC-2-512 Serial #1C9AC2H17KG099134
- 6-Boring Rods; 1-Compaction Bit 2 1/2; 1-Seeddrill; 1-Reel Carrier

RECORD FEE *CK* 11.00  
 POSTAGE .50  
 #775750 0055 R02 T13:22  
 05/11/90  
 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)

<p>LESSEE  <u>Mercier Communications, Inc.</u>          By: <u><i>Thomas Allan Mercier</i></u>          (Title)  <u>President Thomas Allan Mercier</u>          (Type or print name of person signing)</p>	<p>LESSOR  <u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u>          By: <u><i>Donald A. Lounsbury</i></u>          Credit Manager          (Title)  <u>Donald A. Lounsbury</u>          (Type or print name of person signing)</p>
--	---

By: \_\_\_\_\_ (Title)  
 \_\_\_\_\_ (Type or print name of person signing)

Return to: **CHESAPEAKE INDUSTRIAL LEASING CO., INC.**  
**8767 SATYR HILL ROAD**  
**BALTIMORE, MD 21234**

*11/30*







Leasing Service

A Division of ORIX Credit Alliance, Inc. 9400 S W Barnes Road Suite 200 Portland, Oregon 97225-6655 (503) 297-1408 (800) 289-0001

BOOK 555 PAGE 456

(the "Lessor")

LOG NUMBER 111224



FULL LEGAL NAME AND ADDRESS OF LESSEE

ISHWAR PATEL AND NAVIN PATEL INDIVIDUALLY AND AS CO-PARTNERS, DBA RELAX INN 8094 RT 1 HICKS RD. WASHINGTON BLVD. BALTIMORE MD 21230 JESSUP MARYLAND 20794

SUPPLIER OF EQUIPMENT (Complete Address)

TATUNG C48-06327 815 ALL GOOD RD. MARETTA PA 30062

ISHWAR PATEL, IND./PARTNER

NAME AND TITLE OF PERSON TO CONTACT:

EQUIPMENT LEASED

DESCRIPTION: MODEL NO., CATALOG NO., OR OTHER IDENTIFICATION

QUANTITY

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



LOCATION OF EQUIPMENT (IF DIFFERENT THAN LESSEE'S ADDRESS ABOVE): STREET ADDRESS, CITY, COUNTY, STATE, ZIP

BALTIMORE JESSUP MD

FOR INITIAL TERM OF THIS LEASE

AFTER INITIAL TERM

AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
279.00		17940.00		279.00	
(PLUS SALES TAX, IF APPLICABLE)		(PLUS SALES TAX, IF APPLICABLE)		(EXCLUSIVE OF SALES TAX)	PAYABLE ANNUALLY IN ADVANCE (PLUS SALES TAX)

Terms and Conditions of Lease

1. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
2. Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
3. As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
4. The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
6. Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent, service charges, and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its option.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease. THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: PORTLAND, OR

DATE: 3-28-90

LESSOR: Leasing Service ORIX A Division of ORIX Credit Alliance, Inc. BY: [Signature] VICE PRESIDENT

LESSEE: ISHWAR PATEL AND NAVIN PATEL INDIVIDUALLY AND AS CO-PARTNERS, DBA RELAX INN 8094 RT 1 HICKS RD. WASHINGTON BLVD. BALTIMORE MD 21230 JESSUP MD 20794 EXECUTED BY LESSEE

BY: [Signature] IND./PARTNER AUTHORIZED SIGNATURE TITLE

BY: [Signature] IND./PARTNER AUTHORIZED SIGNATURE TITLE

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes and election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

(L.S.) (Guarantor) (L.S.) (Guarantor) (L.S.) (Guarantor) (L.S.) (Guarantor)

LEASE COPY

555 457

address set forth herein for the state where accepted in writing, should Lessor pay for or on account of the equipment any sum more than thirty days prior to the rent commencement date, Lessee shall pay to Lessor the first rent payment due after the rent commencement date an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge for interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed as between Lessee and Lessor that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery-in-lieu-of-receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements in equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof being excepted, by delivering it to such place as Lessor may specify, in Lessor's or for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no contract under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. At all times hereunder, Lessee shall have the right to prepay its obligations hereunder in full and acquire Lessor's interest in the equipment upon at least 30 days prior written notice to Lessor, specifying the proposed date of prepayment on which date the Prepayment Amount will be paid. The Prepayment Amount shall be the sum of the following as of the date specified in the notice: (i) all amounts then due and payable by Lessee to Lessor under this lease; (ii) an amount equal to twenty percent (20%) of the Actual Cost of the equipment; (iii) the unpaid balance of the Total Rent for the term of this lease, discounted to its then Present Value (defined below); (iv) any TCO indemnification (as defined below) attributable to the equipment; and (v) late charges on any and all amounts from the date such amount was to have been paid to the date Lessor receives the payment. Upon Lessor's receipt of the Prepayment Amount, Lessee shall be entitled to whatever interest Lessor may then have in the equipment in its then condition and location, without warranty, express or implied. The parties hereto agree that the sum of the amounts provided in (i), (ii) and (v) above equals the Fair Value of the equipment as at the date utilized for the purposes of said calculation. "Present Value", as used herein, means the present (at the date used in the computation) worth of the series of rent payments then due in the future (e.g., 24 monthly installments of rent at \$100 each would have a Present Value of \$2124.34 using a discount rate of 12%). For purposes of discounting any rent under this lease to its Present Value for the purpose of this paragraph and any other provision referring hereto, the rate to be used for such discounting purpose shall be the rate announced by the Federal Reserve Bank of New York as the discount rate in effect on the day this lease is accepted by Lessor. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatsoever, and so loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair; or (b) pay Lessor in cash the then Fair Value of the equipment. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, express or implied.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessee may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, notes, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, attribute Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain said public liability personal injury and property damage insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes, local, state and federal which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall have Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, stocks, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease runs to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisement, stay or exemption laws then in force.

17. If Lessee fails to pay, when due any rent or other amount herein provided, or if Lessee fails to perform any other provision hereof within (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency, be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, (any one or more of the foregoing being a default hereunder), then, it and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing (prior to any such taking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of the then Fair Value of the equipment and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment; or (ii) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment); or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the then Fair Value of the equipment). Lessee remaining unconditionally liable for any deficiency under (i) and (iii) above plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum); (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder plus said reasonable attorneys' fees; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof be mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof be mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Lessor, being a lessor of equipment and in light of Lessee's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but may sell its interest therein on an "as-is", "where-is" basis. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE, LESSOR OR ANY PERSON CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH OR UNDER THEM.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by live notice by either party to the other. If more than one Lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease; nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. **As part of the consideration for each of the parties to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each such party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or its last known address by certified mail, within three days of such service having been effected. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor's principal place of business is located) for all actions, proceedings, claims, counterclaims or crossclaims arising directly or indirectly in connection with, out of, or related to this Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they or any of them may have to transfer or change the venue of any litigation brought in accordance herewith. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.**

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provisions hereof in one instance shall not constitute a waiver as to any other instance.



REORDER FROM  
Registree, Inc.  
514 MERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

Anne Arundel County, Maryland  
(chattel records)

STATE OF MARYLAND

555 459

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274297

RECORDED IN LIBER 531 FOLIO 261 ON 8/25/88 (DATE)

1. DEBTOR

Name BANNER GLASS, INC.  
Address 906 Crain Highway Glen Burnie, Maryland

2. SECURED PARTY

Name THE FIRST NATIONAL BANK OF MARYLAND  
Address 25 South Charles Street Baltimore, Maryland 21201

Hogan & Hartson 111 S. Calvert Street Baltimore, MD 21202 (w/v)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50  
#775640 0055 R02 T13#12  
05/11/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>See Schedule A attached hereto and made a part hereof.</p>	

THE FIRST NATIONAL BANK OF MARYLAND

Dated May 2, 1990

By Jerome A. Ratliffe  
(Signature of Secured Party)  
Jerome A. Ratliffe  
Type or Print Above Name on Above Line

RETURN TO:  
Hogan & Hartson  
111 S. Calvert Street  
Baltimore, MD 21202

105

Debtor: BANNER GLASS, INC.  
Secured Party: THE FIRST NATIONAL BANK OF MARYLAND

555 460

SCHEDULE A

1. All inventory of Debtor of every type and description, now owned and hereafter acquired, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever.

2. 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 Debtor may at any time have, by law or agreement, against any account debtor, all rights which Debtor may at any time have, by law or agreement, against any other obligor obligated to make such payment and all rights, security interests and liens which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor.

3. All proceeds of the property of Debtor described in this Schedule A, both cash and non-cash and including, without limitation, all accounts receivable, chattel paper, notes, instruments, documents and general intangibles arising out of the sale, exchange, collection or other disposition thereof and including all insurance proceeds with respect thereto.

4. All products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

555 461

Anne Arundel County  
C-02-08413-5

STATE OF MARYLAND

280855

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. \$ 47,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$329.00.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Greater Baltimore Hauling, Inc.  
Address 7474 Shipley Avenue Hanover, MD 21076

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  329.00  
POSTAGE .50  
#775610 C055 R02 T13:10  
05/11/90  
H. ELLI SCHAFER  
AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Greater Baltimore Hauling, Inc.

Tamara Lynn Gurther  
(Signature of Debtor)

Tamara Lynn Gurther  
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  
309  
- 50

555-462  
ORIX CREDIT ALLIANCE, INC.  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 4th day of May, 1990 by and between

Greater Baltimore Hauling, Inc., having its principal place of business at

(Name of Mortgagor)

7474 Shipley Avenue Hanover, MD 21076

(Address of Mortgagee)

Orix Credit Alliance, Inc.

"Mortgagee";

"Mortgagor", and (If Mortgagee named above is not ORIX Credit Alliance, Inc. Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.)

WITNESSETH:

1. To secure the prompt payment, with interest thereon, 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, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/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 and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/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 directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt 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. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees 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 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 of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. 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; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good 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 (each containing a standard/breach of warranty clause) 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 personality and not become a 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 of 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 may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects 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 full, prompt and faithful performance of any of the terms, conditions and provisions of 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 cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor 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 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, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements 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 become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or 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 to punctually and faithfully 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 made by Mortgagor and then held by 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 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 the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, 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 premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, 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. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 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 and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor, at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public 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 reasonable attorneys' fees (deemed to be 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 plus late charges thereon as provided above. 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. 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 jurisdiction 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, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when 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 with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

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 possession 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 such 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 shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise; and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. 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 the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and thus 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/WITNESS  
Greater Baltimore Hauling, Inc. (Seal)  
Mortgagor  
By: Tamara L. Gunther (Title)  
Secretary/Witness

STATE OF Maryland } ss  
COUNTY OF Anne Arundel }  
Tamara L. Gunther being duly sworn, deposes and says:

- 1. He is the **president** of **Greater Baltimore Hauling, 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 the mortgagee named in the foregoing Mortgage (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  
(Notarial Seal)

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 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

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 4, 19 90 between the undersigned.

BOOK 555 PAGE 404

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Freightliner Detroit Cab & Chassis W/Rolloff Hoist	1980 FLC12064T	CB113HP186476
Eight (8)	New Marathon 30 yd. 10 gauge Rolloff Containers		41106 41107 41142 41143 41144 41145 41146 41147
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Greater Baltimore Hauling, Inc.

By: Amara L. Burton Pe

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 494 Page No. 141  
Identification No. 260129 Dated Jan. 28, 1986

1. Debtor(s) { American Cleaning Services, Inc.  
Name or Names - Print or Type  
P.O. Box 612 Severna Park, Md. 21146  
Address - Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Md.  
Name or Names - Print or Type  
83 Forest Plaza Annapolis, Md. 21401  
Address - Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

(DJ)

RECORD FEE 10.00  
POSTAGE .50  
#775810 0055 R02 T13:30  
05/11/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated: April 20, 1990  
First National Bank of Md.  
Trudye N. Weisberg  
(Name of Secured Party)  
*Trudye N. Weisberg*  
(Signature of Secured Party)  
Loan Accounting Officer  
Type or Print (Include Title if Company)

10.8

10.

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 MARY & ASSOCIATES INC.  
Address 1825 GEORGE AVENUE ANNAPOLIS, MD 21401

2. SECURED PARTY

Name VENDOR FUNDING CO., INC.  
Address 3333 NEW HYDE PARK ROAD NEW HYDE PARK, NY 11042

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - Rebuilt Diazo Machine Model 770 S# RW-1013

Name and address of Assignee  
RECORD FEE 11.00  
POSTAGE 3K .50  
#775850 0055 R02 7:3:33  
05/11/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

# 204868 CTY CLERK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

(X) Mary L. Miller  
(Signature of Debtor)

MARY AND ASSOCIATES, INC.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

H. Erle Schaffer  
(Signature of Secured Party)

VENDOR FUNDING CO., INC.  
Type or Print Above Signature on Above Line

555 467

280858

### 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) \_\_\_\_\_  
Coastal Marine Sciences, Inc. 406 Headquarters Road, Suite 205B  
Millersville, Maryland 21108

6. Secured Party, Maryland National Bank Address Department: AARU  
 Post Office Box 987, Mailstop 500-270  
 Attention: Lisa Edwards Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Coastal Marine Sciences, Inc.

Secured Party, Maryland National Bank

By: Howard C. Parker (Seal)

By: Deborah N. Wicker (Seal)

By: \_\_\_\_\_ (Seal)  
 Type name and title, if any

Deborah N. Wicker, Commercial Services Officer  
 Type name and title

**MARYLAND NATIONAL BANK**

207-95 REV 1/86

Mail To:  
 Maryland National Bank  
 Attn: AARU  
 1713 West Street  
 Annapolis, Maryland 21403

RECORD FEE CK 11.00  
 POSTAGE .50  
 #773870 0055 R02 T13:35  
 05/11/90  
 H. PAUL SCHAFER  
 AA CO. CIRCUIT COURT

11-5

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ 125,000

FINANCING STATEMENT

1. Debtor(s):

Why Knot, Inc.  
Name or Names—Print or Type

206 Main Street, Annapolis, Md 21401  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Annapolis National Bank  
Name or Names—Print or Type

2083 West Street, Annapolis, Md 21401  
Address—Street No., City - County State Zip Code

RECORD FEE 12.00  
RECORD TAX BK 875.00  
POSTAGE .50

3. This Financing Statement covers the following types of property: (Describe) (Attach separate sheet if necessary).

inventory, furniture, fixtures and equipment, all of which is used in the business known as Why Knot, Inc. located at 206 Main Street, Annapolis, Md. 21401

47750015055 R02 T13:38  
05/11/90

H. ERLE SCHAFER  
CIRCUIT COURT

4. If above described personal property is to be affixed to real property, describe real property.

206 Main Street  
Annapolis, Md 21401

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

WHY KNOT, INC.  
(Signature of Debtor)

BY: *Joan C. Chiaramonte*  
Type or Print  
JOAN C. CHIARAMONTE  
(Signature of Debtor)

Type or Print

SECURED PARTY:

ANNAPOLIS NATIONAL BANK  
(Company, if applicable)

BY: *William A. Murphy*  
(Signature of Secured Party)

William A. Murphy Vice President  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address \_\_\_\_\_

Local Bus. Form F-1

RETURN TO:  
Mid-Maryland Title Co., Inc.  
79 West Street  
Annapolis, MD 21401

*Handwritten initials and number 875*

555 469

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented (If Any)

1. Debtor(s) (Last Name First) and Address(es)  
Thacker Oldsmobile-Cadillac, Inc.  
34 Hudson Street  
Annapolis, MD. 21401

2. Secured Party(ies) and Address(es)  
General Motors Corporation  
c/o General Motors Acceptance Corp.  
7310 Ritchie Highway  
Glen Burnie, MD. 21061

3. Maturity Date (if any)

This statement refers to original Financing Statement No. 264919  
Date Filed Dec 3 19 86  
Book 505 Page 453

RECORD FEE 10.00  
POSTAGE .50  
#776080 COSS RD T13:49  
05/11/90  
H. ERLE SCHAFER  
APPROVING OFFICER  
CIRCUIT COURT  
(Date, Time, Number, and Filing Office)

- 4.  Continuation - The original Financing Statement bearing file number shown above, is still effective.
- 5.  Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
- 6.  Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
- 7.  Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9.
- 8.  Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.
- 9.

Change of secured party address to: 849 International Drive, Linthicum Heights, MD. 21090

Thacker Oldsmobile-Cadillac, Inc.

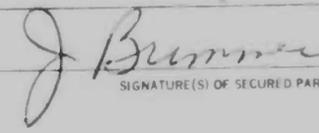
By: Joseph A. Thacker

General Motors Corporation c/o  
General Motors Acceptance Corp.

By: J I Brimmer

(1) FILING OFFICER COPY - ALPHABETICAL  
GMAC UCC-3 7-89

SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented (If Any) <input type="checkbox"/>	3. Maturity Date (if any)
1. Debtor(s) (Last Name First) and Address(es) Thacker Oldsmobile-Cadillac, Inc. 34 Hudson Street Annapolis, MD. 21401	2. Secured Party(ies) and Address(es) General Motors Acceptance Corporation 7310 Ritchie Highway Glen Burnie, MD. 21061		<div style="text-align: right;">  </div> <p style="text-align: right;">           RECORD FEE 10.00            POSTAGE .50            #774070 COFFEE R02 713:49            For Filing Office            (Date, Time, Number, and Filing Office) 12/10/81            H. SELE SCHAFER            AA 00.         </p>
This statement refers to original Financing Statement No. <u>240798</u> Date Filed <u>Dec 10</u> 19 <u>81</u> Liber 444 Page 567			
4. <input type="checkbox"/> <b>Continuation</b> - The original Financing Statement bearing file number shown above, is still effective. 5. <input type="checkbox"/> <b>Termination</b> - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above. 6. <input type="checkbox"/> <b>Assignment</b> - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 has been assigned to the assignee whose name and address appear in Item 9. 7. <input checked="" type="checkbox"/> <b>Amendment</b> - Financing Statement bearing file number shown above is amended as set forth in Item 9. 8. <input type="checkbox"/> <b>Release</b> - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.			
9. Change of secured party address to: 849 International Drive, Linthicum Heights, MD. 21090			
Thacker Oldsmobile-Cadillac, Inc.		General Motors Acceptance Corporation	
By:  Joseph A. Thacker <small>SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)</small>	158	By:  J I Brimmer <small>SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD</small>	
(1) FILING OFFICER COPY - ALPHABETICAL GMAC UCC-3 7-89			



This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented (If Any) <input type="checkbox"/>	3. Maturity Date (if any)
1. Debtor(s) (Last Name First) and Address(es) Phipps Buick, Inc. 1797 West Street Annapolis, MD. 21401	2. Secured Party(ies) and Address(es) General Motors Acceptance Corp. 7310 Ritchie Highway Glen Burnie, MD. 21061		(DJ)  RECORD FEE 10.00 POSTAGE .50 #776060 0055 R02 T18:48 05/11/90 H. ERNE SCHAFER For Filing Officer (Date, Time, and Filing Office)
This statement refers to original Financing Statement No. <u>144348</u> Date Filed <u>Feb 3</u> 19 <u>64</u> Liber 1 Folio 4			
4. <input type="checkbox"/> Continuation - The original Financing Statement bearing file number shown above, is still effective. 5. <input type="checkbox"/> Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above. 6. <input type="checkbox"/> Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9. 7. <input checked="" type="checkbox"/> Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9. 8. <input type="checkbox"/> Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.			
9. Change of secured party address to: 849 International Drive, Linthicum Heights, MD 21090			
Phipps Buick, Inc. By: <u>Robert J. Adams</u> Robert J. Adams <small>SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)</small>		General Motors Acceptance Corporation By: <u>J I Brimmer</u> J I Brimmer <small>SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD</small>	
(1) FILING OFFICER COPY - ALPHABETICAL GMAC UCC-3 7-89			



555 PAGE 472

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented (If Any)

3. Maturity Date (if any)

1. Debtor(s) (Last Name First) and Address(es)

Phipps Buick, Inc.  
1797 West Street  
Annapolis, MD. 21401

2. Secured Party(ies) and Address(es)

General Motors Corporation  
c/o General Motors Acceptance Corp.  
7310 Ritchie Highway  
Glen Burnie, MD. 21061



RECORD FEE 10.00  
POSTAGE .50  
#776050 0055 R02 T13:48  
05/11/90

This statement refers to original Financing Statement No. 264921  
Date Filed Dec 3 19 86

Book 505 Page 455

H. EDIE SCHAFER  
Filing Officer  
(Date, Time, Number, and Filing Office)

- 4.  Continuation - The original Financing Statement bearing file number shown above, is still effective.
- 5.  Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above.
- 6.  Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
- 7.  Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9.
- 8.  Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.

9. Change of secured party address to: 849 International Drive, Linthicum Heights, MD. 21090

Phipps Buick, Inc.

By: Robert J. Adams Robert J. Adams  
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)

General Motors Corporation c/o  
General Motors Acceptance Corporation

By: J. Brimmer J I Brimmer  
SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

(1) FILING OFFICER COPY - ALPHABETICAL

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Paramount Packing & Rubber, Inc. 4012 Belle Grove Road Baltimore, Maryland 21225	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Renee Vick</u>
Return to Secured Party	

3. This Financing Statement covers the following types (or items) of property:  
 All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (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 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 repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.)  
 Principal amount of debt initially incurred is: \$ \_\_\_\_\_

DEBTOR:  
Paramount Packing & Rubber, Inc.  
(Type Name)  
 By: William W. Huber, President  
 William W. Huber, President  
 By: Ernest J. Huber, V.P.  
 Ernest J. Huber, V. President

SECURED PARTY:  
 SIGNET BANK/MARYLAND  
 By: Wanda L. Tountasakis  
 Wanda L. Tountasakis  
(Type Name)  
 May 2 \_\_\_\_\_ 19 90  
(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

MAY 7 1990

115

AJH/10-27-88  
1451v

555 PAGE 474

280861

ANNE ARUNDEL COUNTY  
FINANCING STATEMENT

- // To Be Recorded in the Land Records.
- /x/ To Be Recorded among the Financing Statement Records.
- // Not Subject to Recordation Tax.

/x/ Subject to Recordation Tax on an initial debt in the principal amount of \$ 100,000.00. The Debtor(s) certify(ies) that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Baltimore County.

Debtor(s) Name(s) and Address(es):

FSI Limited Partnership  
362 RESERVE HWY  
SEVERNA PARK MD 21146

Secured Party:

The Columbia Bank  
10480 Little Patuxent  
Parkway  
Columbia, Maryland

RECORD FEE 18.00  
POSTAGE .50  
#776130 C055 R02 T13:53  
05/11/90

This Financing Statement covers the property checked below:

/x/ Inventory. All of the inventory of each Debtor wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted.

/x/ Accounts. All of the accounts of each Debtor both now owned and hereafter acquired.

/x/ General Intangibles. All of the general intangibles of each Debtor both now owned and hereafter acquired.

// Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created.

/x/ All Equipment and Fixtures. All of the equipment of each Debtor, both now owned and hereafter acquired.

// Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference.

// Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference.

Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts; and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

// Fixtures. If this box is checked, all or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are) \_\_\_\_\_.

Debtor(s)  
(Individual(s))

DEBTOR:  
(Corporation or Partnership)

\_\_\_\_\_  
Name of Borrower (SEAL)

FSI Limited Partnership

1858

AJH/10-27-88  
1451v

555 475

James E. Greed, Sec. (SEAL)

By: [Signature] (SEAL)  
Name: KENNETH HARRIS  
Title: VP, GEN MGR

Please return to:

Eugenie C. Schwind, Legal Assistant  
Frank, Bernstein, Conaway & Goldman  
American City Building  
10227 Wincopin Circle, Suite 700  
Columbia, Maryland 21044

Form 202 (10/88)

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 12 day of June, 1989, before me, the subscriber, a Notary Public in and for the City/County and State aforesaid, personally appeared George, known to me (or satisfactorily proven) to be the owner of \_\_\_\_\_, and whose name is subscribed to the within instrument, and he acknowledged that he executed the same on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

John R. [Signature] (SEAL)  
My Commission Expires: July 1, 1991

CERTIFICATION AND AFFIDAVIT OF ALLOCATION OF MARYLAND RECORDATION TAX

FSI Limited Partnership, a Maryland partnership corporation ("Debtor") hereby certifies under the penalties of perjury as of the date hereof that, according to the books and records of Debtor, and certain appraisals performed on behalf of Debtor, the approximate value of the collateral and amount of recordation tax due, with respect to the Financing Statements attached hereto and incorporated by reference herein, as of the date hereof is as follows:

- |  |   |                                     |                   |                                  |
|--|---|-------------------------------------|-------------------|----------------------------------|
| 1. Value of exempt collateral<br>(inventory, contract rights, general intangibles, accounts, farm products, or equipment used in farming operations) |   | \$                                  | <u>100,954.39</u> |                                  |
| 2. Value of non-exempt collateral  |   | \$                                  | <u>55,021.82</u>  |                                  |
| 3. Total Value of collateral   |   | \$                                  | <u>155,976.21</u> |                                  |
| 4. Computation of Amount of Debt Not Exempt from Recordation Tax:  |   |                                     |                   |                                  |
| <u>Value of Non-Exempt Collateral</u>  | x | <u>Total Amount of Debt Secured</u> | =                 | <u>Amount of Non-Exempt Debt</u> |
| <u>Total Collateral</u>  |   |                                     |                   |                                  |
| \$ 55,021.82   | x | \$ 100,000.00                       |                   | \$ 35,215.78                     |
| \$ <u>155,976.21</u>   |   | \$ 1.00                             |                   |                                  |
| 5. Tax Rate = \$ <u>5.00</u> per \$1,000.00.   |   |                                     |                   | <u>177.50881</u>                 |
| 6. Recordation Tax Due on Non-Exempt Debt  |   |                                     |                   | <u>176.38</u>                    |

IN WITNESS WHEREOF, the undersigned on behalf of FSI Limited Partnership, hereby certifies that to the best of the undersigned's knowledge, information and belief the statements and information contained in this CERTIFICATION AND AFFIDAVIT OF ALLOCATION OF MARYLAND RECORDATION TAX are true and correct in all material respects as of this 12<sup>th</sup> day of June, 1989.

FSI Limited Partnership  
Debtor

By: Kenneth Higgins (SEAL)  
Name: KENNETH HIGGINS  
Title: VP / Shareholder Manager  
FSI Limited Partnership

555 478

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY  
STATE CORPORATION COMMISSION  
~~(Virginia Commercial Code Division, Box 1197, Richmond, Virginia 23209)~~  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.  
Index numbers of subsequent statements (For office use only)

274351 531-354  
8/30/88

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.  
W.F. HAUSMANN, INC  
1730 BAYSIDE BEACH ROAD  
PASADENA, ANNE ARUNDEL, MD 21122

- Check the box indicating the kind of statement. Check only one box.
- ORIGINAL FINANCING STATEMENT
  - CONTINUATION - ORIGINAL STILL EFFECTIVE
  - AMENDMENT
  - ASSIGNMENT
  - PARTIAL RELEASE OF COLLATERAL
  - TERMINATION

Name & address of Secured Party  
ASSOCIATES COMMERCIAL CORPORATION  
8002 DISCOVERY DRIVE, 420  
RICHMOND, VA 23288

Name & address of Assignee

DJ

Date of maturity if less than five years

Check if proceeds of collateral are covered  
( )

RECORD FEE 1.00  
RECORD FEE 2.00  
POSTAGE .50  
#776190 0055 R02 T13:56  
05/11/90

Description of collateral covered by original financing statement

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

MAY 2, 1990  
Signature of Debtor if applicable (Date)

ASSOCIATES COMMERCIAL CORPORATION  
Signature of Secured Party if applicable (Date)  
*[Signature]*

15.8

I HEREBY CERTIFY that \$105.00 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

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 15,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Bay Country Rentals of Pasadena, Inc.  
(Name)

8017 Fort Smallwood Road  
(Address)

Baltimore, Md. 21226

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND

Attn: June R. Hornick  
(Name of Loan Officer)

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)

Ditch Witch Trencher, Model 1620, S/NSG2505

RECORD FEE 11.00  
 RECORD TAX 105.00  
 POSTAGE .50  
 #776200 C055 R02 T13:57  
 05/11/90  
 GK H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Bay Country Rentals of Pasadena, Inc. (Seal)

*Michael A. Wist Sr.* (Seal)  
(Signature)

Michael A. Wist, President  
(Print or Type Name)  
Sr.

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)  
(Signature)

\_\_\_\_\_ (Print or Type Name)

11-  
105  
-50

FINANCING STATEMENT

280864

TO BE RECORDED AMONG:

THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND,  
THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION, AND  
FINANCING STATEMENT RECORDS OF BALTIMORE CITY, MARYLAND

This Financing Statement is presented to a Filing Officer  
pursuant to the Maryland Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: LARRY REALTY LIMITED PARTNER-SHIP  
c/o Macks & Macks, Inc.  
Morton J. Macks, President  
6615 Reisterstown Road  
Baltimore, Maryland 21215
- 2. NAME AND ADDRESS OF SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND  
P. O. Box 1596  
Banc 109-900  
Baltimore, Maryland 21203  
Attn: Commercial Real Estate Division

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 taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits,

RECORD FEE 20.00  
POSTAGE .50  
MAY 11 1990 0345 P01 7:14:05  
CR  
05/11/90

refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance, and (iv) all accounts receivable incident to the Property (as hereinafter defined). 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, Modification and Restatement Agreement dated May 8, 1990 (the "Deed of Trust") executed by the Debtor for the benefit of Anna M. Marcellino and Patricia A. Brian, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for

a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

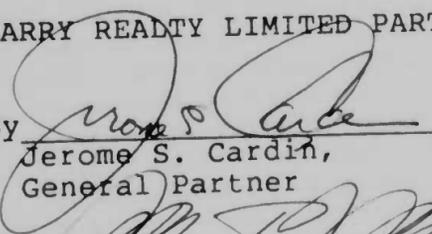
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

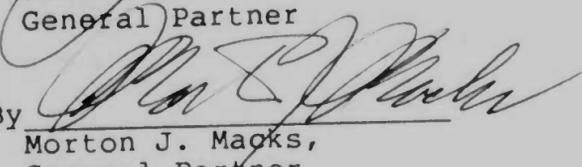
DEBTOR:

LARRY REALTY LIMITED PARTNERSHIP

By

  
Jerome S. Cardin,  
General Partner

By

  
Morton J. Macks,  
General Partner

Filing Officer: After recordation, please return this Financing Statement to:

Andrew G. Shank, Esquire  
Miles & Stockbridge  
10 Light Street, 8th Floor  
Baltimore, Maryland 21202

A:LARRY.DOT/3327

05/02/90

EXHIBIT A

555 483

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME at a point located in the rear line of Block "B" of COUNTRY CLUB ESTATES, a plat of which is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 26 at page 23, North 16 degrees 59 minutes 20 seconds West 66.07 feet from the northwesterly side of Thomas Road and running from said line so as to include a portion of the whole commercial property South 73 degrees 00 minutes 40 seconds West 300.00 feet to the northeasterly side of Furnace Branch Road, 60 feet wide, thence running with said road North 16 degrees 59 minutes 20 seconds West 833.61 feet, thence North 15 degrees 01 minute 20 seconds West 117.55 feet to the boundary line of the old 7-11 store property, thence leaving Furnace Branch Road and running with the southerly line of the old 7-11 store property, North 74 degrees 58 minutes 40 seconds East 195.00; thence continuing North 74 degrees 58 minutes 40 seconds East, 105.00 feet to intersect the aforesaid rear line of Block "B," thence running with a part of said line South 15 degrees 01 minute 20 seconds East 112.35 feet, thence South 16 degrees 59 minutes 20 seconds East, 828.50 feet to the point of beginning. Containing 6.515 acres of land, more or less.

555 484

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. 248105 recorded in  
Liber 463, Folio 428 on July 14, 1983 (Date).

1. DEBTOR(S):  
 Name(s) ESTHER COHEN and SEYMOUR COHEN  
 Address(es) 496 Erin Garth, Severna Park, Maryland 21146

2. SECURED PARTY:  
 Name COLUMBIA SHOE STORES, INC. and SELWYN LAZARUS  
 Address 47 Padonia Road, Timonium, Maryland 21093

Allen W. Cohen, 156 South Street, Annapolis, Maryland 21401  
 Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
 (Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00  
POSTAGE .50  
MAY 28 1983 11:54  
05/11/90  
H. ERLE SCHAFER  
CIRCUIT COURT

9. SIGNATURES.

SECURED PARTY

.....  
.....  
.....

COLUMBIA SHOE STORES, INC.  
By *Selwyn Lazarus*  
Selwyn Lazarus, President  
and (Type Name and Title)  
Selwyn Lazarus, Individually

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.

PLEASE RETURN TO:

COHEN, BENNETT & GREENE, P.A.  
156 South Street  
Annapolis, Maryland 21401

280865

555 485

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): R.S. Leitch Company  
Address: P.O. Box 120  
Edgewater, Maryland 21037

2. Name of Secured Party: The Annapolis Banking & Trust Company  
Address: P.O. Box 311  
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:  
All accounts receivable and inventory now or hereafter created.

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

RECORD FEE 1.10  
RECORD FEE 9.90  
POSTAGE .50  
#840970 0345 R01 T18:41  
CK 05/11/90

Debtor(s):  
R.S. Leitch Company

*R.M. Fairbank - President*

R.M. Fairbank - President

Secured Party:  
The Annapolis Banking & Trust Company  
(Type Name of Dealership)

*John P. Koehler, VP*  
By John P. Koehler, Vice President  
(Authorized Signature)

(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254089

RECORDED IN LIBER 478 FOLIO 268 ON 10/02/84 (DATE)

1. DEBTOR

Name B&B BUS LINES, INC.

Address 43 THOMAS AVENUE, BALTIMORE, MD 21225

2. SECURED PARTY

Name ORIX CREDIT ALLIANCE, INC., f/k/a CREDIT ALLIANCE CORPORATION

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:   
(Indicate whether amendment, termination, etc.)

TERMINATION

DJ

RECORD FEE 10.00

POSTAGE .50

AB 48020 2345 R01 110:51

05/11/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

ORIX CREDIT ALLIANCE, INC., f/k/a  
CREDIT ALLIANCE CORPORATION

Dated MAY 2, 1990

Patrick White  
(Signature of Secured Party)

PATRICK WHITE, ASS'T. VICE PRESIDENT  
Type or Print Above Name on Above Line

RETURN TO:  
Charles W. Ayres, Jr.  
11 Crain Highway, NE  
Glen Burnie, MD 21061

**STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.**

This statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR and address (Last Name First)</p> <p>SULLER, Richard SULLER, Joni 1245 Holmewood Drive Pasadena, MD. 21122</p>	<p>2. SECURED PARTY and Address</p> <p>FIRST AMERICAN BANK OF MARYLAND <del>8701/Georgia Avenue/</del> <del>Silver Spring, Maryland 20910</del> First American Bank of Maryland East Park Center 7984 Crain Highway Glen Burnie, MD 21061</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>SECURED PARTY</p> <p>First American Bank of Maryland East Park Center 7984 Crain Highway Glen Burnie, MD 21061</p>

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: 270303 Date: October 22, 19 87  
 Record Reference: 519 204

RECORD FEE 10.00  
POSTAGE .50  
M945080 0345 R01 116:04  
05/11/90

<p>6. A. CONTINUATION <input type="checkbox"/></p> <p>The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.</p>	<p>6. B. RELEASE <input type="checkbox"/></p> <p>From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.</p>
<p>6. C. ASSIGNMENT <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below.</p>	<p>6. D. OTHER <input checked="" type="checkbox"/></p> <p>TERMINATION</p>

INFORMATION.

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

Dated May 3, 19 90 By: Denise M. Sutton  
 Denise M. Sutton (Title)  
 Branch Officer

10  
22

555 488

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

For Filing Officer Use	
File No.	_____
Date & Hour	_____

TO BE RECORDED IN  
LAND RECORDS

X to be recorded in Chattel Records of Anne Arundel

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement \_\_\_\_\_

Date of Filing November 14, 1989

Record Reference Liber 548 Folio 241 and in  
Liber 548 Folio 545

Maturity date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

Route 3 Liquors, Inc. t/a Rehrey's Wine & Spirits		1286 Maryland Rt 3 South,	Crofton,	MD 21114
--	--	---------------------------	----------	----------

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

Michael Rowe		4007 Metzertott Road,	College Park,	MD 20740
--------------	--	-----------------------	---------------	----------

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

Debtor(s) or assignor(s)

ROUTE 3 LIQUORS, INC.

BY: [Signature] (Seal)  
William J. MacQuilliam, President  
(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

\* [Signature]  
Michael Rowe  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

(Type or print name under signature)

Mail To:  
Geri L. Chase, atty  
9500 Annapolis Rd, A-4  
Lanham Md 20706

10  
J

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

X To be recorded in Chattel Records of Anne  
Arundel County

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Date of Filing November 14, 1989

Maturity date (if any)

Record Reference Liber 548 Folio 244 and in  
Liber 548 Folio 542

Name(s) of Debtor(s) or assignor(s)  
(Last Name First)

No. Street City State

Route 3 Liquors, Inc.  
t/a Rehrey's Wine & Spirits

1286 Maryland Rt 3 South, Crofton, MD 21114

Name of Secured Party or assignee

No. Street City State

Michael Rowe  
CHECK APPLICABLE STATEMENT

4007 Metzertott Road, College Park, Maryland 20740

CONTINUATION

The original Financing Statement identified above by file number is still effective.

TERMINATION

The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

OTHER

RETURN TO:

RECORD FEE 10.00  
POSTAGE .50  
281550 0315 R01 113:39  
05/14/90  
H. ERLE SCHAFER  
AN CO. CIRCUIT COURT

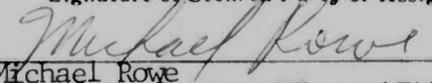
DJ

Debtor(s) or assignor(s)

Route 3 Liquors, Inc.

BY:  (Seal)  
William J. MacQuilliam, President  
(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

  
Michael Rowe  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

(Type or print name under signature)

Mail To:  
Geri L Chase, acty.  
9500 Annapolis Rd, A-4  
Lanham Md 20706

0  
52

555 490

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS Anne Arundel County

For Filing Officer Use	
File No. ....	
Date & Hour .....	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement  
Date of Filing March 8, 1984 Record Reference Liber 471 folio 300  
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) <small>(Last Name First)</small>	No.	Street	City	State
William J. MacQuilliam, Daniel Wesley MacQuilliam, Stanley S. Halle, t/a Red Barn Liquors H.A.M. Associates Limited Partnership, 1286 Maryland Route 3 South, Gambrills, MD 21054				

Name of Secured Party or assignee	No.	Street	City	State
Puritan Investors, Inc., 600 Kilmer Street, Cheverly, MD 20785				

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

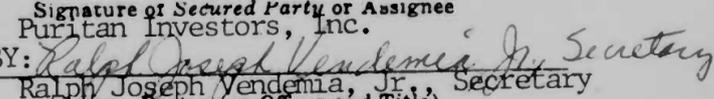
DJ

RECORD FEE 10.00  
POSTAGE .50  
RECORDED 0315 001 11134  
03/14/80  
H. ERLE SCHAFER  
MD CO. CIRCUIT COURT

Debtor(s) or assignor(s)

H.A.M. ASSOCIATES LIMITED PARTNERSHIP

BY:  (Seal)  
William J. MacQuilliam, General Partner  
(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee  
Puritan Investors, Inc.  
BY:  Secretary  
Ralph Joseph Vendemia, Jr.  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

(Type or print name under signature)

Mail To:  
Stephen Helfrich, atty  
9500 Annapolis Rd.  
Suite A4  
Lanham Md 20706



280866

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Clerk of the Court in 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): Patel Motel, Inc. Address(es): 71 Revell Highway  
T/A Annapolis Terrace Motel Annapolis, Md. 21401

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. 52 100 3956  
 6. Secured Party: Maryland National Bank Address: Department Church Circle  
 Attention: D.L. PHIPPS Post Office Box 987, Mailstop 500501  
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

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):

Blanket Lien on all Business assets

Debtor: PATEL MOTEL, INC.  
T/A Annapolis Terrace Motel

Secured Party: Maryland National Bank

By: Lallubhai R. Patel, Pres. (Seal)  
Type name and title, if any

By: Debra L. Phipps, V.P. (Seal)

By: Jaymati L. Patel, Sec'y Treas (Seal)  
Type name and title, if any

Debra L. Phipps, Vice Pres.  
Type name and title

MARYLAND NATIONAL BANK

RECORD FEE 12.00  
POSTAGE .50  
CK 1241990 0345 R01 111:31  
05/15/90

To Be Recorded In The Land Records And In The Chattel Records Of Anne Arundel County, Maryland And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of \$5,952,000 Which Shall Be Paid To The Clerk Of The Circuit Court Of Anne Arundel County, Maryland.

280867

**FINANCING STATEMENT**  
(Maryland-U.C.C.-1)

- 1. **DEBTOR:** **CROFTON SOUTH, INC.**  
c/o Gilligan Development, Inc.  
877 Old Baltimore-Annapolis Blvd.  
Suite 200  
Severna Park, Maryland 21146  
Attention: W. Dennis Gilligan  
Kevin E. Gilligan
- 2. **SECURED PARTY:** **SIGNET BANK/MARYLAND**  
7 St. Paul Street, 4th Floor  
Baltimore, Maryland 21202  
Attention: Jeffrey M. Aleshire,  
Vice President
- 3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
  - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

21.00  
GK .50  
MS R01 114:15  
05/15/90  
SCHAFFER  
CIRCUIT COURT

2/1

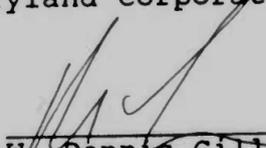
- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Purchase Money Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits, including any deposits

of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.

- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Purchase Money Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of one (1) page.
  5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

**DEBTOR:**

CROFTON SOUTH, INC.  
A Maryland Corporation

By:  (SEAL)  
W. Dennis Gilligan,  
President

Date: May 9, 1990

TO FILING OFFICER: After this Statement has been recorded, please  
return to:

Ms. Beth Solley Beatty, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (BRL) 9373

# EXHIBIT A

555 PAGE 496

BEGINNING FOR THE FIRST and being known and designated as Lot No. 3 as shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056. The improvements thereon being known as No. 1780 Rochester Street.

BEGINNING FOR THE SECOND and being known and designated as Lot No. 4 as shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056. The improvements thereon being known as No. 1778 Rochester Street.

BEGINNING FOR THE THIRD and being known and designated as Lot No. 6 as shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056. The improvements thereon being known as No. 1774 Rochester Street.

BEGINNING FOR THE FOURTH and being known and designated as Lot No. 18 as shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056. The improvements thereon being known as No. 1777 Rochester Street and also known as No. 1501 Rochester Court.

1308d

555 497

280868

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).

<u>Name of Debtor</u>	<u>Address</u>
Kelly Chiropractic Center, P.A.	1887 Ritchie Highway Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

RECORD FEE 11.00  
 POSTAGE .50  
 CK #770150 0777 R02 TL4135  
 05/15/90  
 H. C. SCHAFER  
 CLERK OF CIRCUIT COURT

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All furniture, fixtures and equipment used in the Chiropractic Center, including but not limited to: Amrad Series 400 X-Ray System: Generator/transformer and supporting equipment. Automatic darkroom package including AFP 14XL Automatic Film Processor, safelight, Auto ID printer w/500 custom cards. X-Ray accessory package, including Viewboxes, Cassettes and filtration package. Lloyds chiropractic table (2). All similar and associated equipment now owned or hereafter acquired.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. XX Proceeds } of the collateral are also specifically covered.  
 X Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Kelly Chiropractic Center, P.A.

FARMERS NATIONAL BANK OF MARYLAND

By Diane S Kelly, D.C.  
 Diane S. Kelly, D.C.

BY *[Signature]*  
 Russell R. Till, Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
 5 CHURCH CIRCLE  
 ANNAPOLIS, MARYLAND 21401

117  
70

555 PAGE 498

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN The Financing Records of  
~~LAND RECORDS~~ Anne Arundel County, Maryland

For Filing Officer Use
File No. ....
Date & Hour .....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement 276915  
Date of Filing April 12, 1989 Record Reference Book 540, Page 01  
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
PORTEN SULLIVAN CORPORATION	3	Bethesda Metro Center,	Bethesda,	Maryland 20814
		Suite 900		

Name of Secured Party or assignee	No.	Street	City	State
AMERIBANC SAVINGS BANK	7630	Little River Turnpike,	Annandale,	Virginia 22003

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 - PARTIAL  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RECORD FEE 10.00  
 FILING FEE .50  
 #778620 0777 R02 T15:18  
 05/15/90  
 W. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

RETURN TO:

Lots numbered 84, 87, 94, 95, 97, 98 and 100, in the subdivision known as "3rd Amended Plat 3 of 3, WALDEN, Planned Unit Development Section One", as per plat thereof recorded in Plat Book 126 at Plat No. 16, among the Land Records of Anne Arundel County, Maryland,

Debtor(s) or assignor(s)

_____	AMERIBANC SAVINGS BANK _____ (Seal)
	(Corporate, Trade or Firm Name)
_____	By: <u>Linda C. Miller</u>
	Signature of Secured Party or Assignee
	Linda C. Miller, Vice President
_____	_____
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

154

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN The Financing Records of  
~~LAND RECORDS~~ Anne Arundel County, Maryland

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement 276915

Date of Filing April 12, 1989 Record Reference

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
PORTEN SULLIVAN CORPORATION	3	Bethesda Metro Center,	Bethesda,	Maryland 20814
		Suite 900		

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
AMERIBANC SAVINGS BANK	7630	Little River Turnpike,	Annandale,	Virginia 22003

CHECK APPLICABLE STATEMENT

RETURN TO:

- 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 -PARTIAL  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

Lots Numbered 5 and 67  
subdivision known as "3rd Amended Plat 2 of 3, WALDEN, Planned Unit Development  
Section One", as per Plat thereof recorded in Plat Book 126, at Plat No. 15,  
among the Land Records of Anne Arundel County, Maryland,

RECORD FEE 10.00  
POSTAGE .50  
M778640 in the 115419  
H. ERLE SCHEFFER  
AA CO. CIRCUIT COURT

Debtor(s) or assignor(s)

AMERIBANC SAVINGS BANK (Seal)

(Corporate, Trade or Firm Name)

By: *Linda C. Miller*

Signature of Secured Party or Assignee  
Linda C. Miller, Vice President

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

15-N

555 FILE 500

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN The Financing Records of  
~~LAND RECORDS~~ Anne Arundel County, Maryland

For Filing Officer Use	
File No. ....	.....
Date & Hour .....	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement 276915  
Date of Filing April 12, 1989 Record Reference  
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
PORTEN SULLIVAN CORPORATION	3	Bethesda Metro Center, Suite 900	Bethesda,	Maryland 20814

Name of Secured Party or assignee	No.	Street	City	State
AMERIBANC SAVINGS BANK	7630	Little River Turnpike,	Annandale,	Virginia 22003

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 -PARTIAL  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

Lots Numbered 1, 11, 15, 16, 19, 39, 40, 41, 64, 65, 68, 69 and 70, in the subdivision known as "3rd Amended Plat 2 of 3, WALDEN, Planned Unit Development Section One", as per Plat thereof recorded in Plat Book 126, at Plat No. 15, among the Land Records of Anne Arundel County, Maryland,

Debtor(s) or assignor(s)

_____	AMERIBANC SAVINGS BANK (Seal)
_____	(Corporate, Trade or Firm Name)
_____	By: <u>Linda C. Miller</u>
_____	Signature of Secured Party or Assignee
_____	Linda C. Miller, Vice President
_____	(Owner, Partner or Officer and Title)
_____	(Signatures must be in ink)

(Type or print name under signature)

10.4



FINANCING STATEMENT FORM UCC-1

280869

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated May 16, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Laurel Toyota, Inc. dba Laurel Auto Park
Address 3516 Ft. Meade Rd. Laurel, Md. 20707

2. SECURED PARTY

Name Toyota Motor Credit Corporation
Address 9475 Deereco Rd. Suite 200 Timonium, Md. 21093

RECORD FEE 12.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CK 05/16/90
H. ERLE SCHAFER
MD. CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
a) all new Toyota motor vehicles, all new Toyota manufactured motor vehicles, all other new motor vehicles, all used motor vehicles, all trucks, van conversions and recreational vehicles, all additions, all used motor vehicles, all parts, accessories, furnishings and name and address of Assignee
supplies, and inventory property of like kind or type including
replacements, substitutions, additions and returns, whether now
owned, in transit, or hereafter acquired; and b) all new and used
machinery, equipment, tools, appliances, office furniture and
fixtures, office equipment and supplies, and goods of like kind
or type including replacements, substitutions or additions, whether
now owned or hereafter acquired; and c) all accounts receivable,
documents, instruments, chattel, paper, security agreements, con-
tract rights, policies, and certificates of insurance, advance warranty payments, incentive payments,
incentive payments, rebates or refunds, whether now owned or hereafter acquired; and d) all general
intangibles, including, but not limited to, tax refunds, license rights, franchise rights, copy-
rights, patent rights, trademarks, service marks, trade names, and goodwill, whether now owned or
hereafter acquired; and e) all cash and non-cash proceeds from the sale or disposition of the
foregoing, including proceeds of any insurance on any 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)

Laurel Toyota Inc. dba Laurel Toyota Park

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Toyota Motor Credit Corporation

(Signature of Secured Party)

(Signature of Secured Party)

William C. Ralston, Branch Mgr.

Type or Print Above Signature on Above Line

FINANCING STATEMENT

280870

- 1.  To Be Recorded in the Financing Statement Records and Land Records of Anne Arundel County, Maryland.
- 2.  To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3.  Not Subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of Nine Hundred Thousand Dollars (\$900,000.00) in connection with the filing of the Deed of Trust and Security Agreement described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)

1799 Margaret Avenue  
 Wharehouse Partnership  
 (sometimes known as 1799  
 Margaret Avenue Warehouse  
 Partnership),  
 a Maryland general partnership

1799 Margaret Avenue  
 Annapolis, Maryland 21401

6. Secured Party Address

The Annapolis Banking &  
 Trust Company

18 Church Circle  
 Annapolis, Maryland 21401

RECORD FEE 13.00  
 POSTAGE .50  
 184800 0345 R01 710:29

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust and Security Agreement dated May 10, 1990 from Debtor(s) to William A. Busik and Randall M. Robey, Trustees (the "Deed of Trust and Security Agreement"), all property being located in Anne Arundel

LAW OFFICES  
 MANIS,  
 SNIDER, BUCK &  
 MIGDAL  
 CHARTERED  
 P.O. BOX 2400  
 ANNAPOLIS, MD 21404

(301) 263-8855

16  
 50

AL004 118

County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

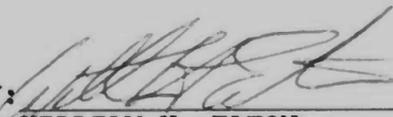
(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Purchase Money Deed of Trust and Security Agreement, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent 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):

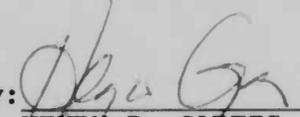
SECURED PARTY:

1799 MARGARET AVENUE  
WHAREHOUSE PARTNERSHIP  
(sometimes known as 1799  
MARGARET AVENUE WAREHOUSE  
PARTNERSHIP),  
a Maryland general partnership

THE ANNAPOLIS BANKING  
& TRUST COMPANY

BY:  (SEAL)  
WILLIAM H. EATON,  
General Partner

By:  (SEAL)  
KATHLEEN WAVLE, Loan Officer

By:  (SEAL)  
HENRY D. GAREIS, General Partner

Mr. Clerk: Please return to: Manis, Snider, Buck & Migdal,  
Chartered  
Attn: Pat Weiss  
P.O. Box 2400  
Annapolis, Maryland 21404

LAW OFFICES  
MANIS,  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404

(301) 263-8855

EXHIBIT "A"

ALL those lots of ground situate and lying in the Sixth Assessment District of Anne Arundel County, Maryland. Being known and designated as Lots Nos. 1, 2, and 3, Block O, and Lots Nos. 7, 8, 9, Block P as shown on a certain Plat entitled "Subdivision Part of McGuckian Estate, South of Revised Layout of West Street Extended, Annapolis, Anne Arundel County", made by J. R. McCrone, Jr., Registered Professional Engineers and Land Surveyors, Annapolis, Maryland, dated February, 1946, and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book No. 19, folio 16.

BEING the same property which by deed dated November 5, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4263, folio 003 was granted and conveyed unto the within Grantor by Wilfred T. Azar.

LAW OFFICES  
MANIS,  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS MD 21404

(301) 263-8855

ANNE ARUNDEL COUNTY  
FINANCING STATEMENT

BOOK 555 PAGE 505

280871

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$5,000.00.....

1. Name of Debtor(s): The R.A.H. Agency, Inc.  
 Address: 808A Barkwood Court AND 32 South Street, Suite 102  
 Linthicum, Maryland 21090 Baltimore, Maryland 21202

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;
- All equipment of Debtor, whether now owned or hereafter acquired;
- All accounts of Debtor, whether now existing or hereafter arising;
- All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired;
- Other (which may include specific items of the types of collateral described above): All Furniture and Leasehold Improvements of Debtor, whether now owned or hereafter acquired.

RECORD FEE 11.00  
 JUSTICE CK .50  
 MAY 16 11:09  
 05/16/90

(\_\_\_\_\_ if necessary to describe other collateral, Supplemental List of Collateral Number \_\_\_\_\_ is attached to, and made a part of, this Security Agreement);

- together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): The R.A.H. Agency, Inc.  
*Richard A. Hax Sr.*  
 By: Richard A. Hax, Sr.  
 President

Secured Party:  
 FIRST AMERICAN BANK OF MARYLAND  
*David E. Klein*  
 By: David E. Klein, Vice President  
 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

ANNE ARUNDEL COUNTY  
**FINANCING STATEMENT**

555 PAGE 516

280872

- Not subject to recordation tax
- Subject to recordation tax of \$122.00 principal amount of \$1,113.33

1. Name of Debtor(s): R.A.H. Express, Inc. AND 32 South Street, Suite 102  
 Address: 808 A Barkwood Court Baltimore, Maryland 21202  
 Linthicum, Maryland 21090

2. Name of Secured Party: **FIRST AMERICAN BANK OF MARYLAND**  
 Address: Metro Plaza One, 8401 Coleville Road  
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

RECORD FEE 13.00  
 POSTAGE .50  
 148900 0345 311 11:09  
 05/16/90

- All inventory of Debtor, whether now owned or hereafter acquired.
- All equipment of Debtor, whether now owned or hereafter acquired.
- All accounts of Debtor, whether now existing or hereafter arising.
- All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired.
- Other (which may include specific items of the types of collateral described above): All Furniture and Leasehold Improvements of Debtor, whether now owned or hereafter acquired.

(\_\_\_\_\_ if necessary to describe other collateral, Supplemental List of Collateral Number \_\_\_\_\_ is attached to, and made a part of, this Security Agreement);

- together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): R.A.H. Express, Inc.  
*Richard A. Hax Sr.*  
 By: Richard A. Hax, Sr.  
 President

Secured Party:  
**FIRST AMERICAN BANK OF MARYLAND**  
*David E. Klein*  
 By: David E. Klein, Vice President  
 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

13

**CERTIFICATE FOR ALLOCATION  
OF MARYLAND RECORDATION TAX**

TO: MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

RE: Loan and Line of Credit in the principal amount of \$100,000.00 (the "Loans") to R.A.H. Express, Inc. (the "Debtor") from First American Bank of Maryland

With respect to the Loans and the personal property (the "Collateral") securing the Loans, the Debtor certifies to the best of its knowledge and information as follows:

1. Value of accounts, general intangibles, inventory, and other exempt Collateral and equipment \$78,000.00
2. Value of Equipment \$12,000.00
3. Total Value of Collateral \$90,000.00
4. Computation of Amount of Debt Exempt from Recordation Tax

Value of Exempt Collateral	Total	Amount of Debt Exempt from Tax
Value of Total Collateral X Debt Secured =		
<u>\$78,000.00</u>	X \$100,000.00 =	86,666.67
\$90,000.00		

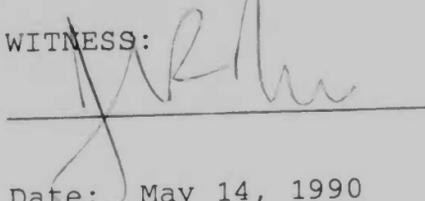
5. Amount of Non-Exempt Debt \$13,333.33
6. Computation of Percentage of Recordation Tax

Amount of Non-Exempt Debt	Rate of Recordation Tax	=	Recordation Tax Payable
\$13,333.33	X <u>\$3.30</u> \$1,000	=	\$44.00

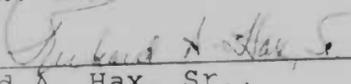
LAW OFFICES  
MOORE, LIBOWITZ  
& THOMAS  
A PROFESSIONAL ASSOCIATION  
FIFTH FLOOR  
300 N. CHARLES STREET  
BALTIMORE, MARYLAND  
21201-4305

The Debtor certifies that recordation tax on the principal amount of \$13,333.33 was paid to the Maryland State Department of Assessments and Taxation upon the filing of the attached Financing Statement or a duplicate thereof.

WITNESS:

  
\_\_\_\_\_

R.A.H. EXPRESS, INC.

By:  (SEAL)  
Richard A. Hax, Sr.,  
President

Date: May 14, 1990

#4:md-tax.crt

LAW OFFICES  
MOORE, LIBOWITZ  
& THOMAS  
A PROFESSIONAL ASSOCIATION  
FIFTH FLOOR  
300 N. CHARLES STREET  
BALTIMORE, MARYLAND  
21201-4305

555 PAGE 509

280873

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
R.A.H. Express, Inc.,	32	South St.	#102, Baltimore,	Md.
	808-A	BALTIMORE ST.	HUNTSVILLE,	MD 21202

Joseph King, Esquire  
8905 Fairview Rd., Suite 501  
Silver Spring, Md.  
20910

Name of Secured Party or assignee	No.	Street	City	State
Whitley's Delivery, Inc.		6109 Longfellow St.	Riverdale,	Md. 20737

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule 1 attached hereto and incorporated herein.

The lien created hereby is subordinate to the lien of Maryland\* National Bank recorded immediately prior to this financing statement.

\* First American Bank of Maryland

RECORD FEE 11.00  
POSTAGE CK .50  
#B48920 2345 R01 T11:09  
05/16/90

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ 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)

R.A.H. Express Inc.	Whitley's Delivery, Inc. (Seal)
by <u>Richard Hax Sr.</u>	<u>John Whitley</u> (Corporate, Trade or Firm Name)
Richard Hax Sr.	Signature of Secured Party or Assignee
(Type or print name under signature)	John Whitley, President
	(Owner, Partner or Officer and Title)
	(Signatures must be in ink)

\* Exempt from recordation tax because filed to perfect a security interest retained by a seller of collateral to secure all or part of its price.

SCHEDULE 1

EQUIPMENT LIST

WHITLEY'S DELIVERY, INC.  
AIR FREIGHT DIVISION

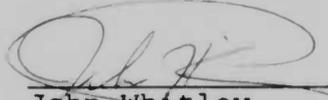
- 5 Desks
- 5 File Cabinets
- 4 Open Cabinets
- 1 Refrigerator
- 1 Sharp Copier FP1310R
- Alpha Mate Pager System
- 5 Telephones
- 3 Adding Machines
- 1 IBM AT Computer
- 1 Amdex Monitor
- 1 Brother Printer
- 1 Pallet Jack and 2 Hand Trucks
- 1979 Volvo Truck
- 1981 GMC Topkick; subject to loan with Ford Motor Credit
- 1980 GMC 7000 Truck (in the name of Curry Delivery Service, Inc.)
- 1983 International Truck; subject to loan with Ford Motor Credit
- 1981 Mercedes Truck

@ JW

SELLER:

WHITLEY'S DELIVERY, INC.

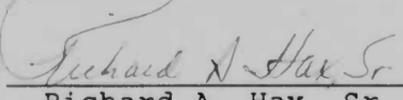
By:

  
John Whitley  
President

PURCHASER:

R.A.H. EXPRESS, INC.

By:

  
Richard A. Hax, Sr.  
President

RAH. EXA  
JRB/#2: (5/9/90)



280874 178880

FINANCING STATEMENT 555 511

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$1,000.00...

1. Name of Debtor(s): Thomas F. Ellis, III, P.A.  
Address: 113 Cathedral Street  
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 Accounts Receivable, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements presently owned by debtor at the date of this agreement, all Accounts Receivable, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements at any time hereafter acquired by debtor and all proceeds of such Accounts Receivable, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements. Together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any 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  
CK 2810990 0345 R01 111:35  
05/16/90

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s): Thomas F. Ellis, III, P.A.  
*[Signature]*  
Thomas F. Ellis, III, P.A.

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *[Signature]*  
Dennis L. Ortiz  
(Type Name and Title)  
Vice-Pres.

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)  
(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

3770

555 512

280875

FINANCING STATEMENT

This Financing Statement evidences and publicizes the lien and provisions of the security agreement from the Debtor to the Secured Party dated APRIL 30, 1990 securing a debt in the principal amount of ONE HUNDRED SIXTY ONE THOUSAND AND 00/100 Dollars (\$ 161,000.00 ). All required documentary stamps have been affixed to a Mortgage/Deed of Trust securing this debt which is recorded or intended to be recorded among the Land Records of ANNE ARUNDEL County.

NAME AND ADDRESS OF DEBTOR:

JOSEPH R. TUBMAN, JR  
LINDA W. TUBMAN  
7907 POPLAR GROVE ROAD  
SEVERN, MD 21144

NAME AND ADDRESS OF SECURED PARTY:

Fairfax Mortgage Corporation  
7133 Rutherford Road  
Baltimore, Maryland 21207

RECORD FEE 12.00  
POSTAGE CK .50  
M156490 DT77 R03 711:01  
05/16/90

1. This Financing Statement covers the following items of property:

(a) All fixtures, equipment and machinery now or hereafter located in or upon any interest or estate in the Land, or any part thereof, and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, boilers, tanks, machinery, furnaces, radiators, and all heating, lighting and flood lighting, plumbing, power, water, refrigeration, gas, electric, ventilating, air conditioning, fire protection, maintenance and incineration systems and equipment, switchboards and other communications apparatus, and including all building materials, supplies and equipment now or hereafter delivered to the Land and intended to be installed thereon; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof;

(b) All leases and use agreements of machinery and equipment in the categories set forth in (a), under which Debtor is the lessee of, or entitled to use, such items;

1200  
0021  
JC

MARYLAND TITLE COMPANY  
7133 RUTHERFORD ROAD  
BALTIMORE, MD 21207

555 PAGE 513

(c) All licenses, permits and authorizations from any governmental authority necessary for or appropriate to the operation of the Land or construction thereon of a dwelling;

(d) Any plans and specifications relating to the dwelling to be constructed on the Land and all architectural, engineering and construction contracts relating to the design or construction of said dwelling.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests, and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel of land (and the improvements now or hereafter existing thereon) situated at

ANNE ARUNDEL County, State of  
MARYLAND (the "Land").

DATED: APRIL 30, 1990

DEBTOR(S):

Joseph R. Tubman, Jr.  
DEBTOR JOSEPH R. TUBMAN, JR

Linda W. Tubman  
DEBTOR LINDA W. TUBMAN

555 PAGE 514

- 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  
\$ 174,900.00

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:

Residential Construction, Inc.

Mailing Address of Debtor:

2728 Cedar Dr.  
Riva, MD 21140

2. Secured Party:

STERLING BANK & TRUST CO.,  
a bank and trust company  
organized and existing  
under the law of Maryland,

Address of Secured Party:

Suite 201  
111 East Water Street  
Baltimore, Maryland 21202

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

RECORD FEE 17.00  
POSTAGE .50

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.

0777 R03 T11:21

05/16/90

LE SCHAFER  
CIRCUIT COURT

172

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 \$174,900.00. 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:

Residential Construction, Inc.  
a corporation organized and existing under  
the law of Maryland.

by Arthur K. Bosley, Jr.  
Arthur K. Bosley, Jr.

Date: April 30, 1980

To the Filing Officer: After this Statement has been recorded, please mail the same to

Commonwealth Land Title  
3761 Commerce Drive Box # 409  
Baltimore Md. 21227

CDF/01-26-89  
9915X (0515X)  
SSA-SFC(B)(4)

BOOK 555 PAGE 516

FINANCING STATEMENT

by

Residential Construction, 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.

CLTIC # 4900852

ATTACHED TO AND MADE A PART OF A DEED OF TRUST FROM RESIDENTIAL CONSTRUCTION INC.,  
A MARYLAND CORPORATION  
TO THE TRUSTEES FOR STERLING BANK & TRUST CO.

EXHIBIT A

555 PAGE 517

BEING KNOWN AND DESIGNATED as Lot No. 59, as set out and shown on the Third  
Revision Record Plat 2, CROFTON ORCHARD, Sheet 2 of 3, which Plat is recorded among  
the Land Records of Anne Arundel County in Plat Book No. 124, page 39.

#18969116

555 518

COMMONWEALTH LAND TITLE INS. CO.  
877 OLD BALTIMORE ANNAPOLIS BLVD.  
SUITE 110  
SEVERNA PARK, MD 21146

TERMINATION STATEMENT

UCC-3

RECORDED: MAY 8, 1989

IDENTIFYING FILE NUMBER- 277200

LIBER- 541

FOLIO- 37

DEBTOR:

NAME W. F. UTZ CONSTRUCTION CO., INC.

ADDRESS 1511 RITCHIE HIGHWAY  
SUITE 105

RECORD FEE 10.00

POSTAGE .50

6657240 0777 003 11:33

DJ

SECURED PARTY: HOME FEDERAL SAVINGS BANK

NAME HOME FEDERAL SAVINGS BANK

ADDRESS P. O. BOX 1179  
HAGERSTOWN, MD. 21741-1179

05/16/90

H. ERLE SCHAFER  
HA CO. CIRCUIT COURT

The said Filing Officer, on presentation to him/her of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

          
Secured Party

158

#18904116

555 519

COMMONWEALTH LAND TITLE INS. CO.  
877 OLD BALTIMORE ANNAPOLIS BLVD.  
SUITE 110  
SEVERNA PARK, MD 21146

TERMINATION STATEMENT  
UCC-3

RECORDED: MAY 8, 1989  
IDENTIFYING FILE NUMBER- 277201  
LIBER- 541  
FOLIO- 40

DEBTOR:  
NAME W. F. UTZ CONSTRUCTION CO., INC.  
ADDRESS 1511 RITCHIE HIGHWAY  
SUITE 105  
ARNOLD, MD. 21012

SECURED PARTY:  
NAME HOME FEDERAL SAVINGS BANK  
ADDRESS P. O. BOX 1179  
HAGERSTOWN, MD. 21741-1179

The said Filing Officer, on presentation to him/her of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Jacqueline M. Gaver  
Secured Party

RECORD FEE 10.00  
POSTAGE .50  
#357250 0777 R03 711:33  
05/16/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

15 of



STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-555 PALE 521 Anne Arundel County, MD  
 Identifying File No. **280877**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly 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 Unique' Services Incorporated  
 Address 8 Latti Farm Road, Millbury, Massachusetts 01527

2. SECURED PARTY

Name Three Way Corporation  
 Address 1120 Karlstad Drive, Sunnyvale, California 94086  
Security Pacific Business Credit Inc.  
Two North Lake Avenue, Suite 400, Pasadena, CA 91101  
 Attn: Ms. Joan Madsen

RECORD FEE 17.00  
 POSTAGE CK .50  
 05/16/90 0777 R03 T11:35

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property: (list)

For a description of the COLLATERAL covered by this financing statement, see Exhibit A attached hereto and incorporated herein by this reference.

Name and address of Assignee  
 Security Pacific Business Credit Inc.  
 Two North Lake Avenue, Suite 400  
 Pasadena, CA 91101

BOS9764

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above 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)

**Unique' Services Incorporated**

Type or Print Above Name on Above Line

*David Madsen Pres*  
 (Signature of Debtor)

Type or Print Above Signature on Above Line

*Joan Madsen Pres*  
 (Signature of Secured Party)

**Three Way Corporation**

Type or Print Above Signature on Above Line

17.50

555 522

Debtor: Unique' Services Incorporated  
Secured Party: Three Way Corporation

Item 4 (continued)

1. Collateral Description. The following types or items of property (collectively, the "Collateral") are the subject of the Uniform Commercial Code-Financing Statement-Form UCC-1 to which this Exhibit A is attached:

- (a) the Accounts;
- (b) the Books and Records;
- (c) the Equipment;
- (d) the General Intangibles;
- (e) the Inventory;
- (f) the Pledged Collateral; and
- (g) the Proceeds;

provided, however, that, notwithstanding anything to the contrary contained herein or in the Security Agreement, the Collateral does not include any "infectious waste," "restricted hazardous waste," or "hazardous waste," as those terms are defined under one or more of 42 U.S.C. §6903(5) and California Health & Safety Code §§25117, 25117.5 and 25122.7, as any one or more of the foregoing sections may be from time to time amended, or under any regulations thereunder.

2. Definitions. For purposes of this Exhibit A, the following initially capitalized terms shall have the following definitions:

"Accounts" shall mean all of Debtor's presently existing and hereafter arising: (a) accounts (including all "accounts," as such term is defined in §9106 of the Code); (b) chattel paper (including all "chattel paper," as such term is defined in §9105(1)(b) of the Code), including certificated securities (as such term is defined in §8102 of the Code) and instruments (as such term is defined in §9105(1)(i) of the Code) constituting part of "chattel paper," as such term is defined in §9105(1)(b) of the Code; (c) contracts rights; (d) documents (including all "documents," as such term is defined in §9105(1)(f) of the Code), irrespective of whether negotiable; and (e) credit insurance, guaranties, and letters of credit with respect to which the Debtor is the beneficiary together with any security for any of the foregoing.

<2013A>

Exhibit A  
Page 1



"Books and Records" shall mean all of Debtor's books and records, including accounting journals and ledgers, deposit account statements, computer programs, disc or tape files, printouts, and other computer-prepared information, which in each case summarizes, evidences, provides information concerning, or is used or useful in connection with, all or any part of the Collateral.

"Equipment" shall mean all of Debtor's presently existing or hereafter acquired or created equipment (including all "equipment," as such term is defined in §9109(2) of the Code) in all of its forms, wherever located, and all parts thereof and all accessions thereto and documents therefor, including fixtures, furnishings, furniture, heavy equipment, jibs, machinery, molds, motors, pallets, tooling, tools, and trade fixtures, and all cars, forklifts, rolling stock, tractors, trucks, and other vehicles, and any and all spare and replacement parts and supplies used in connection with the maintenance or operation of any one or more of the foregoing.

"General Intangibles" shall mean all of Debtor's presently existing and hereafter arising general intangibles (including all "general intangibles," as such term is defined in §9106 of the Code) and other personal property (including all: blueprints; catalogs; choses or things in action; computer disks; computer programs; computer tapes; customer lists; deposit accounts (including all "deposit accounts," as such term is defined in §9105(1)(e) of the Code); drawings; goodwill; literature; monies due or recoverable from pension funds; money; patents; patent rights; purchase orders; reports; route lists; service marks; service mark rights; software; tax refunds; tax refund claims; trade names; trade name rights, trademarks; trademark rights; rights to receive and interests in insurance settlement proceeds; rights under licensing, distribution, representation, agency, sales, and other contracts or agreements; claims for damages to persons or Property; interest in and rights to receive distributions of Property with respect to general partnerships, limited partnerships, joint ventures, trusts, estates of deceased persons (irrespective of whether in probate), and unincorporated associations; rights to payment and other rights under any guaranty, indemnity, or right of contribution or subrogation; rights with respect to any approval, certification, license, or permit issued by or under the authority of any governmental entity, or any subdivision, department, or agency therefor; rights with respect to or interest in any minerals or the like (including oil or gas) before extraction and which attach thereto as extracted; and rights in and to all security agreements, leases, or other contracts securing or otherwise

relating to any of the foregoing or any Account or any Pledged Collateral, other than Equipment, Inventory, and Pledged Collateral.

"Inventory" shall mean all of Debtor's presently existing or hereafter acquired or created inventory (including all "inventory," as such term is defined in §9109(4) of the Code) in all of its forms, wherever located (whether in the possession of Debtor or a bailee or other person for storage, transit, or otherwise), including: (a) all "goods," as such term is defined in §9105(1)(h) of the Code, manufactured or assembled or held for sale or lease or to be furnished under any contract of service; (b) raw materials; (c) work in process; (d) finished goods; (e) all merchandise or "goods," as such term is defined in §9105(1)(h) of the Code, which are returned to or repossessed by Debtor; (f) all materials used or consumed in Debtor's business; and (g) all additions and accessions to any of the foregoing and all replacements and products of any of the foregoing together with all containers, packing, packaging, or shipping materials related thereto.

"Pledged Collateral" shall mean all presently existing and hereafter acquired or created indebtedness held by Debtor, and all evidences of such indebtedness, including all instruments (including all "instruments," as such term is defined in §9105(1)(i) of the Code), cash, and other Property from time to time received, receivable, or otherwise distributed in respect of, in exchange for, or on account of such indebtedness.

"Property" shall mean any interest of a Person in any kind of property or asset, whether real, personal, or mixed real and personal, or whether tangible or intangible.

"Security Agreement" shall mean that certain Security Agreement (Intercompany), dated as of January 12, 1990, as it may from time to time be amended, between Debtor and Secured Party.

3. Interpretation. Unless the context clearly requires otherwise, reference to the terms "include" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or."

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): Ryan Homes Inc. 100 Ryan Court Pittsburgh, PA 15205		No. of Additional Sheets Presented:	Maturity Date 3. (Optional):
2. Secured Party(ies) (Name(s) and Address(es): Pittsburgh National Leasing Corp Fifth Avenue & Wood Street Pittsburgh, PA 15222		4. For Filing Officer: Date, Time, No., Filing Office  RECORD FEE 10.00 POSTAGE .50 DJ	
5. This Statement Refers to Original Financing Statement No. 256669		Filed (date) 5/6/85 with Anne Ardel County #657310 0777 R03 T11:38 05/16/90	
6. <input checked="" type="checkbox"/> A. Continuation <input type="checkbox"/> B. Termination <input type="checkbox"/> C. Release <input type="checkbox"/> D. Assignment <input type="checkbox"/> E. Amendment		The original Financing Statement bearing the above file number is still effective. The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following: The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below: The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor is required if Collateral is added.)	
7. Description of Collateral:		8. Name(s) of Record Owner(s):	
		Pittsburgh National Leasing Corp	
By _____ Signature(s) of Debtor(s) (Only on Amendment)		By <u>Karen D. Kirsch</u> Signature(s) of Secured Party(ies)	
(1) FILING OFFICER COPY—ALPHABETICAL FORM UCC-3—MISSOURI UNIFORM COMMERCIAL CODE		Approved By: <u>James Kirkpatrick</u> Secretary of State	

15.50

555 PRE 526 STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1

ANNE ARUNDEL COUNTY  
 FINANCING STATEMENT RECORDS

Identifying File No. **280878**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_ \*  
 \*see attached certificate.

If this statement is to be recorded in land records check here.

This financing statement Dated 4/6/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Big & Tall Corporaiton \*See Schedule I for additional tradenames.  
 Address 160-C Jennifer Road  
Annapolis, Maryland 21401

2. SECURED PARTY

Name George & Co., Inc.  
 Address 2921 Brighton-Henrietta  
Town Lane Road, Rochester, NY 14623  
Shaun F. Carrick, Esquire, Miles & Stockbridge, 10 Light Street, 8th Floor  
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 24.00  
 POSTAGE .50  
 #657450 0777 R03 T11:49

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A and ~~Exhibit B~~ attached hereto and made a part hereof.

Name and address of Notary  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
 05/15/90

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

BIG & TALL CORPORATION

By: Steven H. Adler (SEAL)  
 Steven H. Adler (Signature of Debtor)  
 President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

GEORGE & CO., INC.

By: E. L. Laker (SEAL)  
 (Signature of Secured Party)

Type or Print Above Signature on Above Line

2A - 50

EXHIBIT A TO  
FINANCING STATEMENT

(a) All inventory, both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted; and

(b) All accounts and contract rights, chattel paper, instruments and documents, both now owned and hereafter created or acquired; and

(c) All equipment, furniture and fixtures, excluding fixtures which do not constitute trade fixtures and in which the Borrower has no interest, 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 and (ii) all replacements thereof and substitutions therefor; and

(d) All general intangibles (including, without limitation, all books and records, mailing and customer lists, things in action, contractual rights, tax returns, goodwill, including all goodwill of the Borrower symbolized by and associated with any and all trademarks, trademark licenses, licensing agreements, copyrights, and/or service marks), literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired; and

(e) All notes, notes receivable, drafts, acceptances and similar instruments and documents, both now owned and hereafter created or acquired; and

all proceeds (cash and non-cash) and products thereof, and all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account receivable and all cash and non-cash proceeds and products of all such goods.

All or a portion of the above property may be affixed to the real property more particularly described on Exhibit B attached hereto.

This lien and security interest evidenced by this financing statement is subordinate to the lien and security interest of Equitable Bank, National Association, pursuant to the terms and conditions of that certain Subordination Agreement dated April 6, 1990 by and between the Secured Party, the Debtor and Equitable Bank, National Association.

Schedule I

TRADENAMES OF DEBTOR

1. Steven H. Adler
2. George & Co.
3. Steven H. Adler Big & Tall Men's Apparel

CERTIFICATION AS TO ALLOWANCES FOR  
MARYLAND DOCUMENTARY STAMPS

555 WRE 529

TO THE CLERK, CIRCUIT COURT FOR MONTGOMERY COUNTY AND  
TO THE CLERK, CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

With respect to indebtedness in the amount of \$800,000.00 to George & Co., Inc. of Big & Tall Corporation, the Undersigned hereby certifies that (a) the portion of the collateral for indebtedness (the "Collateral") that is inventory, accounts and general intangibles exempt from recordation tax has been valued at \$1,210,980 for the purposes of the indebtedness, (b) the portion of equipment owned by Guarantors and exempt from recordation tax has been valued at \$50,700, (c) the portion of equipment subject to recordation tax that is situated in Montgomery County, Maryland has been valued at \$21,120, (d) the portion of equipment subject to recordation tax is situated in Anne Arundel County, Maryland at \$21,120 and (e) the value of each portion of the Collateral and the percentage and amount of indebtedness (for which stamps are to be affixed) attributable to each such portion of the Collateral is as follows:

<u>Types of Collateral</u>	<u>Value</u> <sup>1</sup>	<u>Percentage of Consideration</u> <sup>2</sup>	<u>Amount of Consideration</u> <sup>3</sup>	<u>Recordation Tax</u> <sup>4</sup>
Inventory accounts and general intangibles exempt from recordation tax	\$1,210,980.00	92.9%	\$743,200.00	\$ 0.00
Equipment owned by Guarantors exempt from recordation tax	\$ 50,700.00	3.9%	\$ 31,200.00	\$ 0.00
Equipment in Montgomery County subject to recordation tax	\$ 21,120.00	1.6%	\$ 12,800.00	\$ 57.20

Equipment in Anne Arundel County subject to recordation tax	\$ 21,120.00	1.6%	\$ 12,800.00	\$ 91.00
			BOOK 555 PAGE 530	
TOTAL	\$1,303,920.00	100%	\$800,000.00	\$148.20

The Debtor certifies that recordation tax on the principal amount of \$800,000.00 was paid upon the filing of the financing statements accompanying this certificate to: (a) Clerk, Circuit Court for Montgomery County in the amount of \$57.20 and (b) Clerk, Circuit Court for Anne Arundel County in the amount of \$91.00.

BIG & TALL CORPORATION

By: Steven H. Adler (SEAL)  
Steven H. Adler  
President

<sup>1</sup>Fair Market Value

<sup>2</sup>Calculated on the basis of the following formula:

Value of inventory or value of equipment divided by sum of  
value of inventory and value of equipment

<sup>3</sup>Calculated on the basis of the following formula:

Percentage of consideration multiplied by amount of  
indebtedness

<sup>4</sup>Based upon \$2.20 per \$500.00 of indebtedness - Montgomery  
County, Maryland

Based upon \$3.50 per \$500 of indebtedness - Anne Arundel  
County, Maryland

555 ME 531 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

ANNE ARUNDEL COUNTY FINANCING  
STATEMENT RECORD # 280879

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.

\*See attached certificate. 4/6/90

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Steven H. Adler, Inc. \*See Schedule I for additional tradenames.  
Address Magothy Center Shopping Center, 157 Ritchie Highway  
Severna Park, Maryland 21146

2. SECURED PARTY

Name George & Co., Inc.  
Address 2921 Brighton-Henrietta  
Town Lane Road, Rochester, NY 14623  
Shaun F. Carrick, Esquire, Miles & Stockbridge, 10 Light Street,  
Suite 800, Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 20.00  
POSTAGE .50  
GK

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

#65T460 0777 R03 711:50

See Exhibit A and Exhibit B attached hereto and incorporated herien.

Name and address of Assessor: \_\_\_\_\_  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
05/16/90

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

STEVEN H. ADLER, INC.

By: Steven H. Adler (SEAL)  
Steven H. Adler, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

GEORGE & CO., INC.

By: E. Erle Schaffer (SEAL)  
(Signature of Secured Party)

E. Erle Schaffer

Type or Print Above Signature on Above Line

205

EXHIBIT A TO  
FINANCING STATEMENT

(a) All inventory, both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted; and

(b) All accounts and contract rights, chattel paper, instruments and documents, both now owned and hereafter created or acquired; and

(c) All equipment, furniture and fixtures, excluding fixtures which do not constitute trade fixtures and in which the Borrower has no interest, 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 and (ii) all replacements thereof and substitutions therefor; and

(d) All general intangibles (including, without limitation, all books and records, mailing and customer lists, things in action, contractual rights, tax returns, goodwill, including all goodwill of the Borrower symbolized by and associated with any and all trademarks, trademark licenses, licensing agreements, copyrights, and/or service marks), literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired; and

(e) All notes, notes receivable, drafts, acceptances and similar instruments and documents, both now owned and hereafter created or acquired; and

all proceeds (cash and non-cash) and products thereof, and all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account receivable and all cash and non-cash proceeds and products of all such goods.

All or a portion of the above property may be affixed to the real property more particularly described on Exhibit B attached hereto.

This lien and security interest evidenced by this financing statement is subordinate to the lien and security interest of Equitable Bank, National Association, pursuant to the terms and conditions of that certain Subordination Agreement dated April 6, 1990 by and between the Secured Party, the Debtor and Equitable Bank, National Association.

SFC:mlb 04/05/90

A:SFC195.21

555 PAGE 533

CERTIFICATION AS TO MARYLAND DOCUMENTARY STAMPS

TO THE CLERK:

The undersigned hereby certifies that this financing statement is exempt from recordation tax because Debtor is a guarantor and is not primarily obligated for the debt.

STEVEN H. ADLER, INC.

By: Steven H. Adler (SEAL)  
Steven H. Adler  
President

Schedule I

TRADE NAMES OF DEBTOR

1. Steven H. Adler
2. George & Co.
3. Steven H. Adler Big & Tall Men's Apparel

555 535 STATE OF MARYLAND  
 FINANCING STATEMENT FORM UCC-1

ANNE ARUNDEL COUNTY FINANCING STATEMENT #280880

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_ \*

If this statement is to be recorded in land records check here.

\*See attached certificate.  
 This financing statement Dated 4/6/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Steven H. Adler, Inc. \*See Schedule I for additional tradenames.  
 Address Magothy Center Shopping Center, 157 Ritchie Highway  
Severna Park, Maryland 21146

2. SECURED PARTY

Name Equitable Bank, National Association  
 Address 10320 Little Patuxent Parkway  
Columbia, Maryland 21044  
Shaun F. Carrick, Esquire, Miles & Stockbridge, 10 Light Street,  
Suite 800, Baltimore, Maryland 21202  
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A and ~~Exhibit B~~ attached hereto and incorporated herein.

RECORD FEE 20.00  
 POSTAGE .50  
 #551470 0777 R03 T 11:50  
 05/16/90

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)

STEVEN H. ADLER, INC.  
 By: Steven H. Adler (SEAL)  
 Steven H. Adler, Inc.

Steven H. Adler, President  
 Type or Print Above Name on Above Line  
 \_\_\_\_\_  
 (Signature of Debtor)

\_\_\_\_\_  
 Type or Print Above Signature on Above Line

EQUITABLE BANK, NATIONAL ASSOCIATION

By: Lois V. Warden (SEAL)  
 (Signature of Secured Party)

Lois V. Warden, Assistant Vice President  
 Type or Print Above Signature on Above Line

20 98

555 536

EXHIBIT A TO  
FINANCING STATEMENT

(a) All inventory, both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted; and

(b) All accounts and contract rights, chattel paper, instruments and documents, both now owned and hereafter created or acquired; and

(c) All equipment, furniture and fixtures, excluding fixtures which do not constitute trade fixtures and in which the Borrower has no interest, 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 and (ii) all replacements thereof and substitutions therefor; and

(d) All general intangibles (including, without limitation, all books and records, mailing and customer lists, things in action, contractual rights, tax returns, goodwill, including all goodwill of the Borrower symbolized by and associated with any and all trademarks, trademark licenses, licensing agreements, copyrights, and/or service marks), literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired; and

(e) All notes, notes receivable, drafts, acceptances and similar instruments and documents, both now owned and hereafter created or acquired; and

(f) All right, title and interest in, to and under that certain depository account maintained with the Secured Party (Account Number 10058630), including any and all amounts now or hereafter on deposit to, and interest now or hereafter earned on such account; and

all proceeds (cash and non-cash) and products thereof, and all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account receivable and all cash and non-cash proceeds and products of all such goods.

All or a portion of the above property may be affixed to the real property more particularly described on Exhibit B attached hereto.

SFC:mlb 04/05/90

A:SFC195.21

BY 555 REC 537

CERTIFICATION AS TO MARYLAND DOCUMENTARY STAMPS  
TO THE CLERK:

The undersigned hereby certifies that this financing statement is exempt from recordation tax because Debtor is a guarantor and is not primarily obligated for the debt.

STEVEN H. ADLER, INC.

By: Steven H. Adler (SEAL)  
Steven H. Adler  
President

Schedule I

TRADENAMES OF DEBTOR

1. Steven H. Adler
2. George & Co.
3. Steven H. Adler Big & Tall Men's Apparel

555 PAGE 539  
STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

ANNE ARUNDEL COUNTY  
FINANCING STATEMENT RECORDS  
Identifying File No. 280881

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_ \*  
\*See attached certificate.

If this statement is to be recorded in land records check here.

This financing statement Dated 4/6/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Big & Tall Corporation \*See Schedule I for additional tradenames.  
Address 160-C Jennifer Road  
Annapolis, Maryland 21401

2. SECURED PARTY

Name Equitable Bank, National Association  
Address 10320 Little Patuxent Parkway  
Columbia, Maryland 21044  
Shaun F. Carrick, Esquire, Miles & Stockbridge, 10 Light Street,  
8th Floor, Baltimore, Maryland 21202  
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 2.40  
RECORD FEE 21.80  
POSTAGE .50  
#657450 0777 R03 T11:51  
05/16/90

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A and Exhibit B attached hereto and made a part hereof.

Name and address of Assignee  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

- 6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

BIG & TALL CORPORATION  
By: Steven H. Adler (SEAL)  
Steven H. Adler, President

EQUITABLE BANK, NATIONAL ASSOCIATION

By: Lois V. Warden (SEAL)  
(Signature of Secured Party)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lois V. Warden, Assistant Vice President  
Type or Print Above Signature on Above Line

EXHIBIT A TO  
FINANCING STATEMENT

555 540

(a) All inventory, both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted; and

(b) All accounts and contract rights, chattel paper, instruments and documents, both now owned and hereafter created or acquired; and

(c) All equipment, furniture and fixtures, excluding fixtures which do not constitute trade fixtures and in which the Borrower has no interest, 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 and (ii) all replacements thereof and substitutions therefor; and

(d) All general intangibles (including, without limitation, all books and records, mailing and customer lists, things in action, contractual rights, tax returns, goodwill, including all goodwill of the Borrower symbolized by and associated with any and all trademarks, trademark licenses, licensing agreements, copyrights, and/or service marks), literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired; and

(e) All notes, notes receivable, drafts, acceptances and similar instruments and documents, both now owned and hereafter created or acquired; and

(f) All right, title and interest in, to and under that certain depository account maintained with the Secured Party (Account Number 10058630), including any and all amounts now or hereafter on deposit to, and interest now or hereafter earned on such account; and

all proceeds (cash and non-cash) and products thereof, and all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account receivable and all cash and non-cash proceeds and products of all such goods.

All or a portion of the above property may be affixed to the real property more particularly described on Exhibit B attached hereto.

Schedule I

TRADENAMES OF DEBTOR

1. Steven H. Adler
2. George & Co.
3. Steven H. Adler Big & Tall Men's Apparel

CERTIFICATION AS TO ALLOWANCES FOR  
MARYLAND DOCUMENTARY STAMPS

TO THE CLERK, CIRCUIT COURT FOR MONTGOMERY COUNTY AND  
TO THE CLERK, CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

With respect to indebtedness in the amount of \$716,240.00 to Equitable Bank, National Association of Big & Tall Corporation, the Undersigned hereby certifies that (a) the portion of the collateral for indebtedness (the "Collateral") that is inventory, accounts and general intangibles exempt from recordation tax has been valued at \$1,210,980 for the purposes of the indebtedness, (b) the portion of equipment owned by Guarantors and exempt from recordation tax has been valued at \$50,700, (c) the portion of equipment subject to recordation tax that is situated in Montgomery County, Maryland has been valued at \$21,120, (d) the portion of equipment subject to recordation tax is situated in Anne Arundel County, Maryland at \$21,120 and (e) the value of each portion of the Collateral and the percentage and amount of indebtedness (for which stamps are to be affixed) attributable to each such portion of the Collateral is as follows:

<u>Types of Collateral</u>	<u>Value</u> <sup>1</sup>	<u>Percentage of Consideration</u> <sup>2</sup>	<u>Amount of Consideration</u> <sup>3</sup>	<u>Recordation Tax</u> <sup>4</sup>
Inventory accounts and general intangibles exempt from recordation tax	\$1,210,980.00	92.9%	\$665,386.96	\$ 0.00
Equipment owned by Guarantors exempt from recordation tax	\$ 50,700.00	3.9%	\$ 27,933.36	\$ 0.00
Equipment in Montgomery County subject to recordation tax	\$ 21,120.00	1.6%	\$ 11,459.84	\$ 52.80

Equipment in Anne Arundel County subject to recordation tax	\$ 21,120.00	1.6%	\$ 11,459.84	\$ 84.00
TOTAL	\$1,303,920.00	100%	\$716,240.00	\$136.80

The Debtor certifies that recordation tax on the principal amount of \$716,240.00 was paid upon the filing of the financing statements accompanying this certificate to: (a) Clerk, Circuit Court for Montgomery County in the amount of \$52.80 and (b) Clerk, Circuit Court for Anne Arundel County in the amount of \$84.00.

BIG & TALL CORPORATION

By: Steven H. Adler (SEAL)  
Steven H. Adler  
President

<sup>1</sup> Fair Market Value

<sup>2</sup> Calculated on the basis of the following formula:

Value of inventory or value of equipment divided by sum of  
value of inventory and value of equipment

<sup>3</sup> Calculated on the basis of the following formula:

Percentage of consideration multiplied by amount of  
indebtedness

<sup>4</sup> Based upon \$2.20 per \$500.00 of indebtedness - Montgomery  
County, Maryland

Based upon \$3.50 per \$500 of indebtedness - Anne Arundel  
County, Maryland

- To be recorded
- ✓ (1) in the Financing Statement Records of Anne Arundel County
  - (2) in the Land Records of Anne Arundel County
  - (3) with State Department of Assessments and Taxation

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TAX-PROPERTY ARTICLE, TITLE 12, ANNOTATED CODE OF MARYLAND AS AMENDED

FINANCING STATEMENT

- |   |  |
|---|--|
| 1. Debtor:                              | Address of Debtor:                             |
| ROBERT J. FARLEY and<br>KATHY J. FARLEY | 3631 Karen Drive<br>Chesapeake Beach, MD 20732 |
| 2. Secured Party:                       | Address of Secured Party:                      |
| SOVRAN BANK, N.A.,                      | 10440 Main Street<br>Fairfax, VA 22030         |

RECORDATION FEE 19.00  
POSTAGE CK .50  
RECORDED 0342 011 714:19  
05/16/90

3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible 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 (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the Land and now owned or hereafter acquired by the Debtor,

3.1.1. 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,

12



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 all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying any or all of the Real Property.

3.2. 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 (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.3. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.

3.4. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Real Property and any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants 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 before the expiration of such terms.

3.5. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupation of any or all of the Real Property, and any

555 546

and all extensions or renewals thereof, and any and all supplements and modifications thereto.

4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of a Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor pursuant to the provisions of the Deed of Trust.

5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that land, situate and lying in Anne Arundel County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:

Dated: 11 May, 1990

Robert J. Farley  
Robert J. Farley

Kathy J. Farley  
Kathy J. Farley

Mr. Clerk: Please return to:

Sovran Bank, N.A.  
10440 Main Street  
Fairfax, VA 22030

97/44:2/90

EXHIBIT "A"

Lot numbered 23R as shown on a plat entitled "PLAT 1 of 1, ADMINISTRATIVE LOT LINE CHANGE, LOTS 22 AND 23, WINDSOR FARM", recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 128 at Plat No. 6.

97/45:2/90

280883

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200B, 407 Grain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation

Address 50 Rockefeller Plaza

New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above: \_\_\_\_\_

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain Lease Assignment dated 3/14/90, Schedule # 01 dated 3/14/90 between Assignor as Lessor and LEASE ACCOUNT # 030099 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a NonRecourse Assignment of Rents dated 4/19/90 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

Lease # 3329-01

Societe Generale Financial Corporation

[Signature]  
(Signature of Secured Party)

Sr. Contract Administrator  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

*not subject to recordation tax*

*BK*

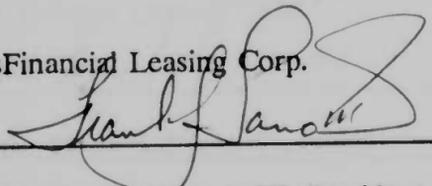
I

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4 (four)	Epson Equity 386/SX Network Workstation 80386/SX CPU at 8/16 Mhz 5 Slots 1 Mg RAM, 1.44Mg 3.5" Floppy, 1 Serial Port, 1 Parallel Port, Network Interface Card, Monochrome Graphics Display Using EGA Wondercard, 101 Keyboard, MS/DOS, GW/Basic with Dial in Ports
1 (one)	D.C. Hayes 9600 Baud External Modem
1 (one)	Procomm LAN (up to 5 users)
4 (four)	Carbon Copy
4 (four)	Active Hub
3 (three)	Microsoft Mouse 5 Pac
2 (two)	HP Series II Laser Printer
2 (two)	2Mg Memory Upgrade, 2 (two) Pacific Data Postscript Cartridge, 2 (two) Long Links for Laser Printer
2 (two)	Epson DFX-5000 Very High Speed Accounting Printer w/stand, and switch box
1 (one)	Intel Above Board w/2 MgB RAM
2 (two)	Spare Network Interface Cards
35 (thirty-five)	SL Waber 6 Outlet Surge/Spike Protection
1 (one)	Two Drive Cabinet with Dual Storage Dimensions 651 MgB Hard Disk Drives for SFT
1 (one)	Dual DCB's & Cable for SFT
3 (three)	Storage Dimensions Two Drive Cabinet with Single 651 MgB SCSI Hard Drive 16 ms seek time
4 (four)	American Power APC 1200 UPS, Monitoring Board & Cable
1 (one)	Upgrade SFT Netware Version 2.12 to SFT Netware 286 V 2.15C (Accounting Server)
3 (three)	Upgrade Netware Version 2.12 to Netware 286 V 2.15C (three accounting servers)
1 (one)	Upgrade Word Perfect Office V 1.1 to V 2.1
1 (one)	Upgrade Word Perfect V 5.0 to V 5.1

TransFinancial Leasing Corp.

BY:



TITLE: Frank J. Sarro, III, President

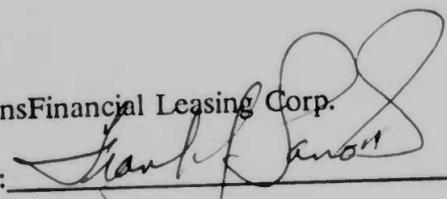
Societe Generale Financial Corporation

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
3 (three)	Aldus Pagemaker PC
1 (one)	Lotus 1-2-3 V 3.0 (Server)
5 (five)	Lotus 1-2-3 V 3.0 (Work Stations)
1 (one)	Lotus 1-2-3 V 2.2 (Server)
10 (ten)	Lotus 1-2-3 V 2.2 (Work Stations)
1 (one)	Foxpro LAN
1 (one)	Clipper V5.0
1 (one)	Popdrop Plus
27 (twenty-seven)	Epson Equity 386/SX Network Work Station 80386/SX CPU at 8/16 Mhz 5 Slots, 1 Mg RAM, 1.44 Mg 3.5" Floppy, 1 Serial Port, 1 Parallel Port, Monochrome Graphics Display Using EGA Wondercard, Network Interface Card, 101 Keyboard, MS/DOS, GW/Basic
5 (five)	One MgB Expansion Kit for Epson work stations
2 (two)	Epson Equity 386/SX Network Work Station 80386/SX CPU at 8/16 Mhz 5 Slots, 4 Mg RAM, 1.44 Mg 3.5" Floppy, 40 MgB 25 ms Hard Drive, 1 Serial Port, 1 Parallel Port, Color Graphics Display Using VGA, Network Interface Card, 101 Keyboard, MS/DOS, GW/Basic Microsoft Mouse with Windows, Interanl 2400 Baud Modem & Carbon Copy
1 (one)	Ventura Professional Ext.
1 (one)	Micrografx Designer
1 (one)	Micrografx Draw Plus
1 (one)	Micrografx Graph Plus
1 (one)	Harvard Graphics LAN Pac (up to 5 users)
1 (one)	Apple Macintosh 11CX w/4 MgB RAM, 40 Mgb Hard Disk Drive, Apple Color Graphics Display & Expanded Video Adapter, Apple Mouse, Datadesk Keyboard.

TransFinancial Leasing Corp.  
 BY:   
 TITLE: Frank J. Sarro, President

Societe Generale Financial Corporation  
 BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

555 551

280884

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation  
Address 50 Rockefeller Plaza  
New York, NY 10020  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain Lease Assignment dated 3/14/90, Schedule # 02, dated 3/30/90 between Assignor as Lessor and LEASE ACCOUNT #030099 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a NonRecourse Assignment of Rents dated 4/19/90 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.

Lease # 3329-02

Frank J. Sarre, III - President  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

*Not subject to recordation tax*

*115*

Labat-Anderson, Incorporated  
 EQUIPMENT LOCATION: 1501 J. F. Kennedy Drive, Bellevue, NE 68005

EQUIPMENT LIST

Quantity	Description
(1) One	Epson Equity 386sx S/N 0P01004300 with 300MB Hard Drive S/N DFAX167121 (250 Formatted), 3MB Ram, SCSI Adapter S/N WU158030692, 1.2MB Floppy Drive and Epson Monochrome Monitor S/N 02J5065581
(1) One	Epson Equity 386sx S/N 0P01004429 with 40MB Hard Drive S/N 0030212, IDE Interface Controller S/N 162721, 1MB Ram, 1.2MB Floppy Drive and Epson VGA Mono Monitor S/N 02N5009853, VGA Monitor Card S/N WE026810780
(3) Three	Epson Equity 386sx S/N's 0P01004432, 0P01004434, 0P01004435 with 1.2MB Floppy Drive and Epson VGA Mono Monitor S/N's 02N5009862, 02N5009855, 02N5009858 and VGA Monitor Cards S/N's WE026003207, WE26010740, MS02602201
(1) One	Laserjet II printer with 15' parallel cable S/N 2935A66252
(1) One	2MB Memory Board LJ II S/N 10447
(1) One	Pacific Data Postscript Cartridge S/N 119717
(1) One	Emerald External 150MB Tape B/U S/N 8912028501 w/Save Software S/N 90111643S6
(10) Ten	Emerald Data Cartridges for Tape B/U (in packets of 5 each)
(4) Four	Microsoft Mouse with Paintbrush S/N DOURN B, UA1FC D, 1NZMJ Y, & 4CIAG V
(1) One	Hayes Ext 9600 V.32 Modem S/N C00229003073 with 9' Modem Cable
(1) One	Advanced Netware v2.15c (5.25") S/N 1552236
(4) Four	Word Perfect 5.1 Node
(1) One	Word Perfect 5.1, 5.25 Server
(1) One	Word Perfect Office Server
(4) Four	Word Perfect Office Node
(1) One	Lotus 1-2-3 R2.2, 5.25 Server
(2) Two	Lotus 1-2-3 R2.2, 5.25 Node
(1) One	PageMaker v3.0
(1) One	FoxPro/LAN v1.0 S/N XPL122625
(1) One	Carbon Copy
(4) Four	SMC Twisted-Pair 8-bit Arcnet Interface Cards S/N's K901131004, K901231488, K901131024, K901131000
(1) One	SMC 16-Bit Twisted-Pair Fileserver Card S/N P892802502
(1) One	SMC Active Hub (8 port, twisted pair)
(1) One	DataShield AT800-03A Sinewave Standby Power "SPS" S/N 100189820004 (800 watt sinewave output UPS w/battery. Will allow Novel to shut down automatically.)
(1) One	Novell NACS Software S/N S890712 (Netware Asynchronous communications Server)
(1) One	Novell WNIM+ board S/N 32212 (4 communication ports & cables for NACS)
(1) One	Entre' 2400 Ext. Modem w/cable S/N A07831083730
(1) One	Procom Plus LAN version
(7) Seven	2992501 Twenty-One button Standard Telephone S/N's 80609028, 80305693, 70733973, 70733913, 70508656, 70508654, 70508557
(1) One	Thirty two button Receptionist Phone S/N 91002862
(1) One	Xerox Fax Machine S/N 63N-276750

TransFinancial Leasing Corp.

BY:   
 TITLE: \_\_\_\_\_

Societe Generale Financial Corporation

BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

FILE 555 FILE 553

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<b>1. DEBTOR and Address (Last Name First)</b> Master Musicians 1900 Fairfax Crossing Annapolis, Maryland 21401	<b>2. SECURED PARTY and Address</b> Union Trust Company of Maryland Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: Peggy L. Taylor
<b>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</b>	<b>4. RETURN TO:</b>  Signet Bank/Maryland BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203  Attn: Commercial Collateral Dept. Internal Zip: T0609

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 257100 Date recorded June 19, 1985  
Record Reference Liber 486 Page 250

6. Item No. one & five of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Item #1  
Address Changed to: 2005 West Street, Annapolis, Maryland 21401  
Name Change to: Master Musicians, Inc.  
Item #5  
New Money given in the amount of \$18,000

RECORD FEE 10.00  
RECORD TAX 14.00  
POSTAGE .50  
#779520 DUES R02 T14:37  
05/16/90  
H. ENLE SCHAFER  
AA CO. CIRCUIT COURT

*See attached formula.*

Dated this 4 day of May, 1990

**DEBTOR:**  
Master Musicians, Inc.  
By: [Signature]  
Jonas Aronson, President (Title)

**SECURED PARTY:**  
Signet Bank/ Maryland  
By: [Signature]  
Christine Neary (Title)  
Christine Neary

UCC-6

To BE REcorded With Anne Arundel County

RECEIVED  
MAY 10 1990

CK# 01091011

*10 14 80*

RECORDATION TAX CALCULATION

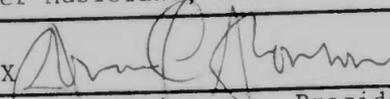
PAGE 555 PAGE 554

To Anne Arundel County Court House

The recordation tax for the attached Financing Statements has been calculated based on the following formula:

<u>Equipment and Other Non-Exempt Property</u>	x	<u>Total Amount of Debt</u>	-	<u>Amount Not Exempt from Tax</u>
<u>Total Value of All Collateral</u>				
\$ 8,000	x	\$ 18,000	-	\$ 1,620
\$ 92,000				

Debtor's Name: Master Musicians, Inc.

Debtor's Signature: X   
Jonas Aronson, President

Dated: 5/4/90



Financing Statement

~~XXXXXXXXXX~~ - Termination - ~~XXXXXXXXXX~~ - ~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~

This Financing Statement refers to an original Financing Statement of which the record reference and File Number and date of filing are as follows:

Record:  Land } Liber 511 Folio 531 File # 267353  
 Financing Statement }  
Recorded at Anne Arundel County Date of Financing Statement May 6, 1987

Name Address  
1. Debtor(s) (or assignor(s)) No. Street City State  
Abba Enterprises, Inc. T/A The Butcher Shoppe & Gourmat Emporium  
Clocktower Place, Suite #5 & #6  
1410 Forest Drive, Annapolis, Maryland 21403

2. Secured Party  
Sovran Bank/Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817

Check  The Lines Which Apply

- 3.  A. Continuation. The original financing statement between the foregoing Debtor and Secured Party bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number shown above.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address are shown in Item F below, Secured Party's rights under the financing statement bearing the File Number shown above.
- D. Partial Release. The Secured Party releases the property hereinafter described in Item F, from the collateral described in the Financing Statement bearing the File Number shown above.
- E. Amendment. The original Financing Statement referred to above is amended as set forth in Item F below. (Signature of debtor is required)
- F.

RECORD FEE 10.00  
#779550 CASE #02 114141  
05/16/87

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

G. I/we hereby certify under the penalties of perjury that additional taxable debt in the amount of \$ \_\_\_\_\_ has been incurred, and that recordation tax in the amount of \$ \_\_\_\_\_ was paid to \_\_\_\_\_ on or about \_\_\_\_\_.

Debtor(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Date)

Secured Party:  
Sovran Bank/Maryland

By: Betty L. Talbott  
Betty L. Talbott  
(Type Name)  
Commercial Loan Operations Officer  
(Title)

White - Filing Officer's Copy    Canary - Debtor's Copy    Pink - Bank's Copy

15

Book 555 Page 555-A

BOOK 511 PAGE 532

Schedule A

*JK*  
*Q*  
Agreement for consulting services and covenant not to compete dated June 5, 1986 between J. Bruce Enders and Data Systems Marketing Corporation in the face amount of \$162,660.00, having a present unpaid balance of \$123,660.00.

555 556

280887

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

Not subject to Recordation Tax  
Principal amount of debt secured is: \$75,000.00

To be recorded in:

- State Department of Assessments and Taxation
- Land Records, Anne Arundel County, Maryland
- Chattel Records, Anne Arundel County, Maryland

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

### FINANCING STATEMENT

- |  |   |
|--|---|
| 1. Debtor:                               | Address:  |
| MILTON HORN                              | 326 Spinnaker Road<br>Severna Park, MD 21146                  |
| MARY GAYLE HORN                          | 326 Spinnaker Road<br>Severna Park, MD 21146                  |
| 2. Secured Party:                        | Address:  |
| GREATER ATLANTIC SAVINGS<br>BANK, F.S.B. | 1401 Rockville Pike,<br>Suite 440<br>Rockville, MD 20852-9875 |
| 3. Trustee:                              | Address:  |
| JOHN METNICK                             | 1401 Rockville Pike,<br>Suite 440<br>Rockville, MD 20852-9875 |

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

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ATTORNEYS AT LAW  
SUITE 204  
110 N. WASHINGTON STREET  
ROCKVILLE, MD 20850  
762-9300

210

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.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing

...will  
...of which  
...described on  
...reference  
...described in  
...as provided in

Debtor:

  
MILTON HORN

  
MARY GAYLE HORN

To the Filing Officer: After this Financing Statement has  
been recorded, please mail the same to:

gasb  
horn1025.fs  
90-8792-JL

CLOGG, HOLLIS & MADDOX  
ATTORNEYS AT LAW  
SUITE 204  
110 N. WASHINGTON STREET  
ROCKVILLE, MD 20850  
762.9300

SCHERER & CUTTLER  
24 CRAIN HIGHWAY S.W.  
GLEN BURNIE, MD 21061

Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: as provided in the Note.

Debtor:

  
MILTON HORN

  
MARY GAYLE HORN

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

CLOGG, HOLLIS & MADDOX  
ATTORNEYS AT LAW  
SUITE 204  
110 N. WASHINGTON STREET  
ROCKVILLE, MD 20850  
762-9300

gasb  
horn1025.fs  
90-8792-JL

SCHERER & CUTTLER  
24 CRAIN HIGHWAY S.W.  
GLEN BURNIE, MD 21061

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot No. 1025A as shown on a plat entitled, "MINOR SUBDIVISION PLAT, LOT 97 AND PART OF LOT 96, SHORELAND", recorded among the Land Records of Anne Arundel County, Maryland, in Plat H.E.S. 4799, folio 231.

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ATTORNEYS AT LAW  
SUITE 204  
110 N. WASHINGTON STREET  
ROCKVILLE, MD 20850  
762-9300

555 560

280888

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

Not subject to Recordation Tax  
Principal amount of debt secured is: \$75,000.00

To be recorded in:

- State Department of Assessments and Taxation
- Land Records, Anne Arundel County, Maryland
- Chattel Records, Anne Arundel County, Maryland

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor:	Address:
MILTON HORN	326 Spinnaker Road Severna Park, MD 21146

MARY GAYLE HORN	326 Spinnaker Road Severna Park, MD 21146
-----------------	--

2. Secured Party:	Address:
GREATER ATLANTIC SAVINGS BANK, F.S.B.	1401 Rockville Pike, Suite 440 Rockville, MD 20852-9875

3. Trustee:	Address:
JOHN METNICK	1401 Rockville Pike, Suite 440 Rockville, MD 20852-9875

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

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ATTORNEYS AT LAW  
SUITE 204  
110 N. WASHINGTON STREET  
ROCKVILLE, MD 20850  
782-9300

POSTAGE CK 18.00  
549800 1345 R01 11:50P  
02/16/90

18

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.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing

Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

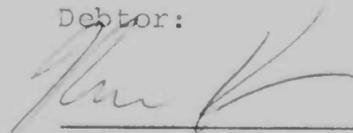
5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: as provided in the Note.

Debtor:

  
MILTON HORN

  
MARY GAYLE HORN

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

SCHERER & CUTTLER  
24 CRAIN HIGHWAY S.W.  
GLEN BURNIE, MD 21061

CLOGG, HOLLIS & MADDOX  
ATTORNEYS AT LAW  
SUITE 204  
110 N. WASHINGTON STREET  
ROCKVILLE, MD 20850  
762-9300

gasb  
horn1023.fs  
90-8792-JL

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot No. 1023A as shown on a plat entitled, "MINOR SUBDIVISION PLAT, LOT 97 AND PART OF LOT 96, SHORELAND", recorded among the Land Records of Anne Arundel County, Maryland, in Plat H.E.S. 4799, folio 231.

CLOGG, HOLLIS & MADDOX  
ATTORNEYS AT LAW  
SUITE 204  
110 N. WASHINGTON STREET  
ROCKVILLE, MD 20850  
762-9300

555 PAGE 564

280889

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

K & K Trash Removal Inc.  
768 Queenstown Road  
Severn, MD 21144

Rockland Lease Funding Corp.  
27 Purdy Street, P.O. Box 713  
Harrison, NY 10528

RECORD FEE *OK* \$1.00  
POSTAGE .50  
#779474 2005 002 00431  
MAY 12 2005

4 This financing statement covers the following types (or items) of property:

- One (1) 1980 MR Mack SN: MR 6855-3399  
Engine Model # EM6-237672
- One (1) 1977 Mack Chassis Model MB77 SN: 5166

NOT SUBJECT TO RECORDATION TAX.

5. Assignee(s) of Secured Party and Address(es)

Orix Credit Alliance Inc.  
100 Dutch Hill Road  
Suite 208  
Orangeburg, NY 10962

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:

K & K TRASH REMOVAL INC.

ROCKLAND LEASE FUNDING CORP.

By: *M. Kelly* (S) *Pres.*  
Signature(s) of Debtor(s)

Title

By: *M. Rini*  
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

555 RE 565

280890

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

J. T. C. Equipment, Inc.  
8505 Contractors Road  
Baltimore, MD 21237  
MACHINE LOCATED IN SEVERNA PARK, MD  
M-36152

(2) Secured Party(ies) (Name(s) And Address(es))

Alban Tractor Co., Inc.  
P. O. Box 9595  
Baltimore, MD 21237

(3) (a)  Collateral is or includes fixtures.

(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered

(c)  Crops Are Growing Or To Be Grown

On Real Property Described In Section (5).

If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

Caterpillar Financial Services Corporation  
10630 Little Patuxent Parkway  
Columbia, Maryland 21044

For Filing Officer

RECORD FEE 11.00  
POSTAGE CK .50  
#779109 CASE R02 T14027  
05/18/90  
H. ERLE SCHAFER  
AN #23034 JUD. COURT

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #225D Excavator S/N 2SJ00258

ANNE ARUNDEL COUNTY, MARYLAND

SECURED PARTY IS SELLER OF EQUIPMENT NOT SUBJECT TO RECORDATION TAX

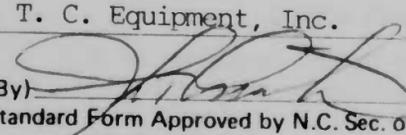
Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

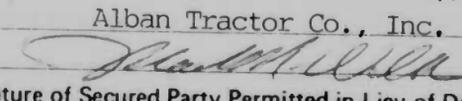
J. T. C. Equipment, Inc.

John T. Cossentino,  
Pres.

Alban Tractor Co., Inc.

(By) 

Standard Form Approved by N.C. Sec. of State and other states shown above.

(By) 

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and  Mark Welsh, Asst. Secty

Collateral Is Brought Into This State

Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

11.50

UCC-1

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

555 PAGE 566

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 270435 recorded in Liber 519, Folio 409 on October 30, 1987 (date)

1. DEBTOR(S):  
 Name(s): Mark P. McClesky  
 Address(es): 1825 George Avenue  
Annapolis, MD 21401

2. SECURED PARTY:  
 Name: First Annapolis Savings Bank  
 Address: 2024 West Street  
Annapolis, MD 21401

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE 10.00  
 POSTAGE .50  
 #779590 C055 R02 14:47  
 05/16/90  
 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. ( ) 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:  
*Mark P. McClesky*  
 Mark P. McClesky

SECURED PARTY:  
 First Annapolis Savings Bank, FSB  
 By *Elizabeth S. Hilbert*  
 Elizabeth S. Hilbert, Asst. Vice President  
 (Type Name and Title)

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 279328

RECORDED IN LIBER 549 FOLIO 67 ON 12/07/89 (DATE)

1. DEBTOR

Name Gnau Construction Company  
Address P.O. Box 3844 Crofton, MD 21114

2. SECURED PARTY

Name Alban Tractor Co., Inc.  
Address P.O. Box 9595 Baltimore, MD 21237  
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) \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50  
#779600 0055 R02 T14:48  
05/16/90

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>One (1) Caterpillar Wheel Loader Model 936E, S/N 33Z03578</p> <p>ASSIGNEE OF THE SECURED PARTY: Orix Credit Alliance, Inc. P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061</p>	

EMILE SCHAFER  
CIRCUIT COURT

Alban Tractor Co., Inc.

158  
Dated MAY 11, 1990

*Mark N. Welsh*  
(Signature of Secured Party)

MARK N. WELSH

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 555 PAGE 568

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253794

RECORDED IN LIBER 477 FOLIO 475 ON 9/13/84 (DATE)

1. DEBTOR

Name Aljan, Inc.

Address 7145 Ritchie Highway & 2001 West Street  
Baltimore, Maryland 21061

2. SECURED PARTY

Name Chrysler Credit Corporation

Address 1275 Summer Street

Stanford, Ct 06905

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00  
#779610 0055 R02 T14:49  
05/16/90

CR  
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: Termination   
(Indicate whether amendment, termination, etc.)

Return To: Michael R. Cox AVP  
Signet Bank/Maryland  
PO Box 1077  
Baltimore, Maryland 21203

15

Dated

5-3-90

Chrysler Credit Corporation

*[Signature]*  
(Signature of Secured Party)

D.A. ZITGLER BR, MGR  
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280891

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated May 4, 1990 is presented to a filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arundel Recycling Center, Inc.
Address 7515 Connelley Road, Hanover, Maryland 21076

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Company
Address P. O. Box 1972, Baltimore, Maryland 21203
Thomas M. Esposito, Assistant Vice President, Mercantile-Safe Deposit & Trust Company, Towson Office, 409 Washington Avenue, Baltimore, MD 21204
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

All of debtor's right, title and interest in and to all the debtor's accounts, chattel paper, documents, general intangibles, instruments and inventory, wherever located, whether now owned or hereafter acquired by the debtor, together with all replacements or substitutions and renewals thereof, and together with all records relating to the above collateral. The terms used above to describe the collateral shall have the same respective meanings as are given to those terms in Title IX of the Commercial Law Article of the Annotated Code of Maryland, as amended.

RECORD FEE 11.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on:
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to real estate (describe real estate)

HT79750 C055 R02 T15:01
05/16/90
H. ERLE SCHAFER
ANNE ARUNDEL CO. CIRCUIT COURT

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Bruce A. Smith (Signature of Debtor)
Bruce A. Smith
Type or Print Above Name on Above Line
Type or Print Above Signature on Above Line

Thomas M. Esposito (Signature of Secured Party)
Thomas M. Esposito
Type or Print Above Signature on Above Line



280893

555 REC 571

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<b>1 Debtor(s) (Last Name First) and Address(es)</b> 1919 Lincoln St. Annapolis, MD 21401	<b>2 Secured Party(ies) and Address(es)</b> 115 W. Leggett St. Annapolis, MD 21401	<b>3 For Filing Officer</b> (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #779800 0055 R02 T15:10 05/16/90
---	--	--

**4 This financing statement covers the following types (or items) of property:**  
 all real-estate equipment, fixtures, and personal property, including but not limited to, accounts, receivables, chattel paper, and personal property, including but not limited to, inventory, and whether now existing or hereafter acquired.

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Check  if covered:  Products of Collateral are also covered No. of additional sheets presented:

Filed with Maryland State Department of Assessments & Circuit Court Clerk of Anne Arundel County

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

By: David B. Grah By: Keith Albert  
 Signatures of Debtor(s) Signature(s) of Secured Party(ies)

Filing Office Copy - Alphabetical  
 STANDARD FORM -  
 UNIFORM COMMERCIAL CODE - UCC-1

This form of financing statement is  
 approved by the Secretary of State

Revised, Am. S.B. 161, Eff. 3/15/82  
 anderson publishing co. cincinnati, ohio 45201  
 (Reprinted 6/89)

BIL-JAX, INC. SECURITY AGREEMENT

555 572

The undersigned, herein called "Debtor", hereby grants to Bil-Jax, Inc., an Ohio corporation, of 595 E. Lugbill Rd., Archbold, Ohio 43502, herein called "Secured Party," a security interest in all Bil-Jax equipment heretofore or hereafter sold to Debtor and all contract rights, instruments, chattel paper and proceeds generated therefrom, whether by lease or otherwise, and whether now existing or hereafter created or acquired, herein collectively called the "Collateral," to secure payment of any and all indebtedness and liabilities whatsoever of Debtor to Secured Party, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and howsoever acquired by Secured Party, and together with all costs and expenses of Secured Party relating thereto or with respect to the Collateral, all herein collectively called the "Obligations."

1. Debtor agrees to keep the Collateral at 1919 Lincoln Drive  
 (No. and Street)  
Anne Arundel Annapolis MD 21401  
 (County) (City) (State) (Zip)  
 until written consent to the contrary is secured from Secured Party.

2. Debtor agrees to do all acts and things and will execute and file all instruments (including security agreements, financing statements, continuation statements, etc.) requested by Secured Party to establish, maintain and continue a perfected security interest in the Collateral.

3. Upon default in payment of any of the Obligations when due, or when Secured Party deems itself to be insecure, Secured Party may, at its option, without notice or demand declare any one or more or all of the Obligations immediately due and payable, take possession of the Collateral, and may thereupon or at any time or times thereafter sell the Collateral or any part or parts thereof at public or private sale without notice, advertisement or demand of any kind, and may apply the net proceeds, after deducting all costs and expenses for collection, sale and delivery, to the payment of any one or more or all of the Obligation returning the residue if any on demand therefor. At any public sale, Secured Party may purchase any part or parts of the Collateral and, in addition, Secured Party shall have all of the rights and remedies of a secured party under the Uniform Commercial Code. In any case where Secured Party determines to give notice of any sales or other dispositions of Collateral, the mailing of notice by any form of United States Mail, postage prepaid, to Debtor at the address given below, or if none is given to the last known address, at least ten days before any sale or other disposition, conclusively shall be deemed reasonable notice thereof. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorney fees and legal expenses.

Dated: 4/3/, 1970

CORPORATION  or PARTNERSHIP ( ) or SOLE PROPRIETOR ( ) (check which)

<u>Rental Works</u>	<u>1919 Lincoln Drive</u>	<u>Anne Arundel</u>
(Debtor)	(No. & Street)	(County)
	<u>Annapolis</u>	<u>MD</u> <u>21401</u>
	(City)	(State) (Zip)

By: [Signature], its \_\_\_\_\_  
 (officer or partner)

By: \_\_\_\_\_, its \_\_\_\_\_  
 (officer or partner)

BIL-JAX, INC., Secured Party

By: \_\_\_\_\_, its \_\_\_\_\_, 595 E. Lugbill Rd., Archbold, OH 43502

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. ~~XXXXXXXX~~ LESSEE:

Name Chesapeake Sod Farm Inc.  
Address 1603 Meeting House Lane Annapolis MD 21401

2. ~~XXXXXXXXXXXX~~ LESSOR:

Name TELMARK INC.  
Address P. O. Box 4943, Syracuse, NY 13221

RECORD FEE 11.00  
POSTAGE CK .50  
#779900 0055 R02 T15:20  
05/16/90

Person And Address To Whom Statement Is To Be Returned If Different From Above: ERLE SCHAFFER  
AA CO. CIRCUIT COURT

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)

- 1 Massey Ferguson 18' Disc
- 1 New Agro Tec Sprayer
- 1 set Ferguson Chisel Plows
- 1 Case-IH 5100 Drill
- 12 100lb Weights

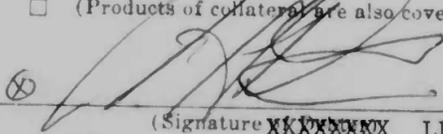
Name and address of Assignee

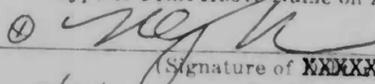
The Lessee has a Farm Operation  
This equipment will be used  
in the Farm Operation.

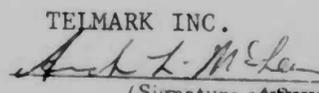
THIS IS A LEASE TRANSACTION AND THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY. CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above 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 ~~XXXXXXXX~~ LESSEE  
William H. Foster, President  
Type or Print Above Name on Above Line

  
(Signature of ~~XXXXXX~~ LESSEE  
Nicholas Goldsborough secretary  
Type or Print Above Signature on Above Line

TELMARK INC.  
  
(Signature of ~~XXXXXXXXXX~~ LESSOR  
Andrew L. McLean  
Type or Print Above Signature on Above Line

118

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280895

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Samuel J. Parks Jr and Gloria J. Parks
Address 681 Bayard Rd. Lothian MD 20711

2. SECURED PARTY

Name Telmark Inc.
Address P.O. Box 4943 Syracuse, NY 13221

RECORD FEE 12.00
POSTAGE .50
#779910 0055 R02 T15:20
05/16/90

CK 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 Used John Deere Tractor Model

Name and address of Assignee

This is a lease transaction. This filing is for informational purposes only.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Samuel J. Parks Jr.
(Signature of Debtor)

Samuel J. Parks Jr.
Type or Print Above Name on Above Line

Gloria J. Parks
(Signature of Debtor)

Gloria J. Parks
Type or Print Above Signature on Above Line

Andrew L. McLean
(Signature of Secured Party)

Andrew L. McLean
Type or Print Above Signature on Above Line

1255

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. \$ 10-

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. XXXXXXXX LESSEE:

Name William H. Foster

Address 1603 Meeting House Lane Annapolis MD 21401

2. XXXXXXXXXXXXXXXX LESSOR:

Name TELMARK INC.

Address P. O. Box 4943, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned 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 International 140 Tractor

1 New Baltmatic 3pr Hitch seeder

Name and address of Assignee

RECORD FEE 1.10  
as a Farm RECORD FEE 9.90  
this equipment will POSTAGE .50  
in the Farm Operation. #779920 0055 102 T15:21  
05/16/90

THIS IS A LEASE TRANSACTION AND THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY. CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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) \_\_\_\_\_  
XXXXXXXXX LESSEE  
William H. Foster  
Type or Print Above Name on Above Line

(Signature of) \_\_\_\_\_  
XXXXXXXXX LESSEE  
Type or Print Above Signature on Above Line

TELMARK, INC.  
\_\_\_\_\_  
(Signature of Secured Party) LESSOR  
Andrew L. McLean  
Type or Print Above Signature on Above Line

1158

Veda Int'l, Inc.

2703(451) AA

555 576

MARYLAND FINANCING STATEMENT

280897

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Diversified Leasing, Inc.  
(Name or Names)  
133 Defense Highway Suite 106 Annapolis, MD 21401  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: Signet Leasing and Financial Corporation  
(Name or Names)  
7 St. Paul Street, Baltimore, MD 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:

All the Debtor's right, title, and interest in and to the Lease Schedules numbers 01 and 02, dated April 27 and May 1, 1990\* between the Debtor, as Lessor, and Veda International, Inc. (as lessee) all monies due and to become due thereunder, and all Equipment leased pursuant thereto, including all additions, replacements, accessories, substitutions, and improvements thereto, and all proceeds thereof.

RECORD FEE 21.00  
#779950 CASE NO. 115423  
CKA 05/16/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

\* said Schedules attached to, and made a part of, Master Equipment Lease Agreement dated April 27, 1990.

NOT SUBJECT TO RECORDATION TAX-

- 1. to perfect a security interest in contract rights, general intangibles, or accounts.
- 2. all of Debtor's present and after acquired inventory.

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
Diversified Leasing, Inc.  
By: Larry L. Summers President  
(Type or print name of person signing)

SECURED PARTY:  
Signet Leasing and Financial Corporation  
By: Thomas E. Goldsmith  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Return To: Signet Leasing and Financial Corporation  
3 Bethesda Metro Center, Suite 815 Attn: Dale O'Brien  
Bethesda, MD 20814

21

555 PAGE 577

Exhibit A (Equipment List)  
Veda International, Inc.  
Schedule 1  
Page 1 of 2

CORP536 One (1) 72" x 36" Single Pedestal Desk No. W3517236R  
 CORP536 One (1) 42" x 20 Executive Desk No. W35F4220  
 CORP657 One (1) Devoke CGA/EGA Data Display with case No. 9887  
 WASH0075 One (1) Olivetti FX2000 Fax Machine S/N: 40U-010012  
 ARLA339 Four (4) Compuadd XT Turbo 10 CPU, S/N(s): A9053220,  
 A9053532, A9053483, A9053272  
 ARLA339 Four (4) Samtron MonoMonitor, S/N(s): 8841344196,  
 8848367236, 8848366634, 8910393974  
 ARLA339 Four (4) Compuadd 101 Keyboard, S/N(s): 6042452, 6042105,  
 6042104, 6042453  
 ARLA339 Two (2) Compuadd 286/10 AT CPU S/N(s): 0105088, 0117892  
 ARLA339 Two (2) Compuadd XT/AT 101 Keyboard S/N(s): T901848488,  
 T901844488  
 ARLA339 Two (2) Samtron Monitor, S/N(s): 8911395424, 8910393597  
 CMRL212 One (1) AST Premium 386/C Computer w/1200/1400 Baud Modem,  
 S/N:US0055699-386  
 CMRL212 One (1) AST Premium 386/C Computer w/Dual 20MB Bernoulli-  
 External, S/N:USP3011052

Veda International, Inc.  
Type Full Legal Company Name

DIVERSIFIED LEASING, INC.

X S M Beach  
Signature

Thomas E. Myers  
Signature

X S M BEAUCH  
Print Name Title

Thomas E. Myers Treasurer  
Print Name Title

April 27, 1990  
Date

4-2-90  
Date

Exhibit A (Equipment List)  
 Veda International, Inc.  
 Schedule 1  
 Page 2 of 2

CMRL212	One (1)	AST Premium 386/25 Computer w/Math Co processor, S/N:USP500173
CMRL212	One (1)	Apple MacIntosh IIX Computer System with Software, S/N:F9137NYM5790
CMRL212	One (1)	Apple Laserwriter II NTX with Software, S/N:CA 910205
DAHL005	One (1)	Hewlett Packard Laser Jet II-P Printer w/expanded memory, S/N:2925J47607, Model #HP33471A
DAHL021	Two (2)	Epson LQ-1050 Printers, S/N(s): 30011587, 30011314
PAXR422	One (1)	Kyocera F1000A Laser Printer w/expanded memory S/N:80503822
PAXR013	Two (2)	CPD 286/10 CPU with options, S/N: 0187999, 0187974
PAXR013	Two (2)	MNTR combo Monitors, S/N:8933441401,8933442565
PAXR013	Two (2)	Panasonic KX-P1124 Printers, S/N(s): 9FMAQHF89493, 9FKAQF11398
DYTN249	One (1)	MacIntosh SE 30 CPU, S/N:F9175M5K03
DYTN249	One (1)	Radius Two Page Display Monitor, S/N:DCG1001184
DYTN249	One (1)	Apple Extended Keyboard, S/N:656211
WARM0033	One (1)	NEC LC890 Printer, S/N: 009697
WARM215	One (1)	CPD Turbo 10 MGA CPU, S/N:100912-0002
WARM215	One (1)	XT/AT 101 Keyboard, S/N: T939114688
WARM0018	One (1)	IOMEGA Bernoulli box w/accessories, S/N: 0139200070

Veda International, Inc.  
 Type Full Legal Company Name  
y S.R. Beach  
 Signature  
x S.R. BEAUCH  
 Print Name Title  
April 27, 1990  
 Date

DIVERSIFIED LEASING, INC.  
Thomas E. Myers  
 Signature  
Thomas E. Myers Treasurer  
 Print Name Title  
4-27-90  
 Date

Exhibit A (Equipment List)  
 Veda International, Inc.  
 Schedule 2  
 Page 1 of 2

CORP 156	One (1)	Sterling Woodcrafters Bookcase Wall Unit Number 632
ARLA 166	One (1)	Omnifax G-66i Facsimile Machine S/N OF-740009655
CHLK 010	One (1)	EPSON A245D CPU S/N 260 with math coprocessor, and 3.5 Floppy Drive
CHLK 010	One (1)	EPSON 14" color VGA Monitor S/N 3190 with Iomega F945V
WARM 0056	One (1)	Novatech Shredder Model SES-N07 S/N 1477
BSTN 070	One (1)	Electro Rent 6PPM Postscript Laser Printer, Model 2106, S/N 2136880257
PAXR 166	One (1)	STI 286-12 w/hard and soft drives S/N 916973
PAXR 177	One (1)	STI 286-12 w/hard and soft drives S/N 916970
PAXR 193	Four (4)	Stylex Chairs Number R900-BR
PAXR 193	Two (2)	Stylex Chairs Number R100-BR
PAXR 193	One (1)	Bevis Computer Table Number BEV-4830
PAXR 193	One (1)	Radious Lateral File Number JAL-R-2DL-0
PAXR 193	One (1)	Lacass Lateral File Number LA-65L
PAXR 193	One (1)	48" Bookcase Number PFI-48-R-DO
PAXR 193	Four (4)	30" Bookcase Number NOR-30-DO
PAXR 193	One (1)	36" Bookcase Number NOR-36-DO

Veda International, Inc.  
 Type Full Legal Company Name

x *Stephen R. Beauch*  
 Signature

Stephen R. Beauch, Asst. Treas.  
 Print Name Title

May 3, 1990  
 Date

DIVERSIFIED LEASING, INC.

*Thomas E. Myers*  
 Signature

Thomas E. Myers Treasurer  
 Print Name Title

5-3-90  
 Date

Exhibit A (Equipment List)  
 Veda International, Inc.  
 Schedule 2  
 Page 2 of 2

PAXR 193	Two (2)	Lacass Lateral files Number LA-65
PAXR 193	One (1)	Stylex Lowback Chair Number R-100-BR
PAXR 306	One (1)	Credenza Number 65-F2072
PAXR 306	One (1)	Computer Chair OL-1534-M
PAXR 306	Two (2)	Bevis Computer tables Number BEV 4830
PAXR 306	One (1)	Lateral File Number 65-L2030
PAXR 306	One (1)	Oak Desk Number 65-U3-72
PAXR 306	One (1)	Stylex Lowback Chair Number R-100-BR
PAXR 306	Two (2)	30" Highback Chair Number 1930-0
PAXR 306	Three (3)	48" Highback Chair Number 1948-0
PAXR 238	One (1)	Calcomp 1023 Plotter w/ Premium pen kit S/N 137QN54332
PAXR 296	Three (3)	Arcler Rival 286 Computers S/N's R12100147, R12100148, R12100149
	Three (3)	Arche Rival Monitors S/N's 299251, 318477, 318527
	Three (3)	Panasonic 1180 Printers S/N's 9JMARP22831, 9KMARP35427, 9KKARP16664

Veda International, Inc.  
 Type Full Legal Company Name

x S.R. Beauch  
 Signature

Stephen R. Beauch, Asst. Treas.  
 Print Name Title

May 3, 1990  
 Date

DIVERSIFIED LEASING, INC.

Thomas E. Myers  
 Signature

Thomas E. Myers Treasurer  
 Print Name Title

5-3-1990  
 Date

As per  
attached  
to 12.50

555 581

MARYLAND FINANCING STATEMENT

280898

(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 John R. Mills <sup>II</sup> T/A Elite Autohaus  
(Name or Names)  
8021 Dorsey Run Road, Jessup, Maryland 20794  
(Address) CI 3923

LESSEE  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR  
(Name or Names)  
(Address)

4. This financing Statement covers the following types (or items) of property:

See Attached Schedule A.

RECORD FEE 12.00  
POSTAGE .50  
#779960 0055 R02 T15123  
05/16/90  
CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE LESSOR  
John R. Mills <sup>II</sup> T/A Elite Autohaus CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: [Signature] owner By: [Signature] Credit Manager  
John R. Mills (Title) Donald A. Lounsbury (Title)  
(Type or print name of person signing) (Type or print name of person signing)  
By: \_\_\_\_\_ Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
(Type or print name of person signing) 8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

1250

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. CI 3923  
dated April 23, 1990.

<u>Quantity</u>	<u>Description</u>	555 582
1	5 Pull Dataliner Frame Machine w/Laser Measuring	
1	AKZO Computer System Model #386-6	
1	WYSE 3216 Computer	
1	300MB Hard Drive, 16 Ports, 6 Back-Up Tapes	
1	CRMS 1 to 6 User Software	
1	1-8 User IMS Basic License	
1	Xenix 386	
5	WYSE 60 Amber Terminals	
6	Okidata Printer	
4	Small Printer Stands	
2	Larger Printer Stands	
1	Okidata 2400 Baud Modem	

Approved and agreed to this 23rd day of April, 1990  
Lessee: John R. Mills II F/A Elite Autohaus Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature] By: [Signature]

555 REC 583

STATE OF MARYLAND

280899

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. \$ 20,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$140.00.  
This financing statement Dated 5-3-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR  
Name Spencer, Kevin Sr. and Cornish, Clifton A., Jr.,  
Individually and as Co-Mortgagors  
Address 302 Zeppelin Avenue Baltimore, MD 21225

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 20.00  
POSTAGE .50  
#779990 C055 R02 T15:28  
05/16/90

CK H. ERLE SCHAFFER  
AA CO. CIRCUIT COURT  
RECORD TAX 140.00  
#779990 C055 R02 T15:28  
05/16/90

H. ERLE SCHAFFER  
AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kevin Spencer, Sr. and Clifton A. Cornish, Jr.,  
Individually and as Co-Mortgagors

(Signature of Debtor)

Kevin Spencer Sr.  
Type or Print Above Name on Above Line  
KEVIN SPENCER, SR.

(Signature of Debtor)

Clifton A. Cornish Jr.  
Type or Print Above Signature on Above Line  
CLIFTON A. CORNISH, JR.

Orix Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)  
PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Signature on Above Line

20 140.50

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 3rd day of May, 1990 by and between  
Kevin Spencer, Sr. and Clifton A. Cornish, Jr., Individually and as Co-Mortgagors, having  
their principal place of business at

(Name of Mortgagor)  
302 Zepplin Avenue Baltimore, MD 21225

(Address of Mortgagor)  
Orix Credit Alliance, Inc. "Mortgagee";

"Mortgagor", and  
[If Mortgagee named above is not Orix Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to Orix Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.]

WITNESSETH:

1. To secure the prompt payment, with interest thereon, 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, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/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 and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/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 directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt 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. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees 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 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 of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. 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; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good 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 (each containing a standard/breach of warranty clause) 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 personality and not become a 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 of 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 may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects 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 full, prompt and faithful performance of any of the terms, conditions and provisions of 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 cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor 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 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, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements 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 become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or 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 to punctually and faithfully 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 made by Mortgagor and then held by 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 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 the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, 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 premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, 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. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 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 and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public 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 reasonable attorneys' fees (deemed to be 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 plus late charges thereon as provided above. 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. 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 jurisdiction 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, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when 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 with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

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 possession 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 such 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 shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise, and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. 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 the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and thus 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.

Kevin Spencer, Sr. and Clifton A. Cornish, Jr.,  
Individually and as Co-Mortgagors..... (Seal)  
Mortgagor

ATTEST/WITNESS

Secretary/Witness

By Kevin Spencer, Sr. (Title)  
By Clifton A. Cornish Jr.

STATE OF Maryland }  
COUNTY OF Baltimore } SS

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 the mortgagee named in the foregoing Mortgage (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

(Notarial Seal)

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 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

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 3, 19 90 between the under- signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	International Tractor W/New Heil Body	1978	S	CF257HGB21895
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>				

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Kevin Spencer, Sr. and Clifton A. Cornish, Jr., Individually and as Co-Mortgagors

By: Kevin Spencer Sr

By: Clifton A. Cornish Jr

JY98

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES): BELL, TED 8523 NEW CUT RD. SEVERN, MD.	2. SECURED PARTY(IES) AND ADDRESS(ES): FORD MOTOR CREDIT COMPANY 10715 MIDLAND PARK TURNPIKE P. O. BOX 80397 RICHMOND, VA 23285
---	---

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

LIBER 488 - PAGE 360

3. This statement refers to original Financing Statement No. 257998 Dated: 8/16/85

A. Continuation. . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	---

RECORD FEE 10.00  
POSTAGE .50  
#780010 0055 R02 T15:29  
05/16/90

4. This transaction is exempt from the Recording Tax.

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Filed with: Anne Arundel County

Dated: 4/19, 19 90 By: J. Doran  
Ford Motor Credit Co.  
NAME OF SECURED PARTY

10.50

555 588

To Be  
Recorded In The  
Anne Arundel County  
Financing Records

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code. **280900**

1. NAME AND ADDRESS OF DEBTOR:

PM Marine, Inc.  
505 Allen Avenue  
Stevensville, Maryland 21666

2. NAME AND ADDRESS OF SECURED PARTY:

General Motor Acceptance Corporation  
849 International Drive  
Suite 120  
Linthicum Heights, Maryland 21090

3. The Debtor assigns to the Secured Party and grants to the Secured Party a security interest in the following:

(a) All right, title and interest of the Debtor in and to inventory of seven Pace Yacht as set forth on Exhibit A hereto, including all additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever and all proceeds (cash and non-cash, including insurance proceeds), and products thereof in any form whatsoever, including all accounts, accounts receivable, contract rights, chattel paper and instruments generated from Debtor's sale or lease of such property.

RECORD FEE 13.00  
POSTAGE .50  
#780050 0055 R02 T15:31  
05/16/90  
CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

13.50

4. Proceeds and products of collateral are covered hereunder.
5. This transaction is exempt from the recordation tax.

DEBTOR:

PM MARINE, INC.

By: Louis N. Phipps, Jr.

Louis N. Phipps, Jr.,  
President

May 10, 1990

TO FILING OFFICER: After this Financing Statement has been recorded, please return to:

Gilbert B. Weiner, Esquire  
Weinberg and Green  
100 South Charles Street  
Baltimore, Maryland 21201

0181:05/10/90  
BD031:0974R

555 PAGE 590

PACE YACHTS

I.D. #

IYP33011H889  
IYP36032L889  
IYP40026I889  
IYP36035C989  
IYP48002E788  
IYP33003L788  
IYP40030L889

Exhibit A

280967

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): JUANN BRITTINGHAM  
 Name or Names—Print or Type  
7465-A FURNACE BRANCH ROAD, GLEN BUNNIE AA Md 21061  
 Address—Street No., City - County State Zip Code

DIANE M. KEYES  
 Name or Names—Print or Type  
205 SUNJET DR GLEN BUNNIE, AA Md. 21061  
 Address—Street No., City - County State Zip Code

2. Secured Party: IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTO  
 Name or Names—Print or Type  
4106 FREDERICK AVE BALTO - 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).

1- EDIT WRITER MODEL 7500 SN 058285  
 1- ZEBRA PROVISION MODEL 1400 SN 006750  
 1- EDIT WRITER MODEL 2750 SN 043049

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 12.00  
 POSTAGE .50  
 #730070 0055 R02 T15:32  
 05/16/90  
 CK 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):

SECURED PARTY:

Juann Brittingham  
 (Signature of Debtor)  
JOANN BRITTINGHAM  
 Type or Print  
Diane M. Keyes  
 (Signature of Debtor)  
DIANE M. KEYES  
 Type or Print

IRVINGTON FEDERAL SAVINGS & LOAN ASSOC.  
 (Company, if applicable)  
William J. Uttey  
 (Signature of Secured Party)  
WILLIAM J. UTTEY, V.P.  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address IRVINGTON FEDERAL SAVINGS & LOAN  
 Lucas Bros. Form F-1 4106 FREDERICK AVE  
BALTO Md. 21229

128

AACo  
71-25 12

280968

BOOK 555 PAGE 592

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):

LARRY DAVID EPSTEIN, DDS  
Name or Names—Print or Type

10 W MONTGOMERY ST BALTO. MD 21220  
Address—Street No., City - County State Zip Code

HAMILTON and EPSTEIN, DDS, P.A.  
Name or Names—Print or Type

7706 QUANTENFIELD RD GLEN BUNNIE, MD 21061  
Address—Street No., City - County State Zip Code

2. Secured Party:

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Name or Names—Print or Type

7711 QUANTENFIELD RD GLEN BUNNIE MD 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

ALL DENTAL AND OFFICE EQUIPMENT LOCATED AT  
7706 QUANTENFIELD RD.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 12.00  
POSTAGE .50  
#780060 0055 R02 T15:31  
05/16/90

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

OK H. EIRLE SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR(S):

SECURED PARTY:

[Signature]  
(Signature of Debtor)

LARRY DAVID EPSTEIN, DDS  
Type or Print

[Signature]  
(Signature of Debtor)

LARRY DAVID EPSTEIN, VICE PRESIDENT  
Type or Print

IRVINGTON FEDERAL SAVINGS & LOAN ASSOC.  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

WILLIAM J. OTTEY, EX. V.P.  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address IRVINGTON FEDERAL SAVINGS & LOAN ASSOC  
Lucas Bros. Form F-1 7711 QUANTENFIELD RD  
GLEN BUNNIE, MD 21061

[Handwritten initials]

125.0  
AAC  
71-35.

FINANCING STATEMENT FORM UCC-1

Identifying File No. **280901**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly 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 Yesteryears Food and Beverage  
Address 187 Annapolis Mall, Annapolis, MD 21401

2. SECURED PARTY

Name Midlantic Commercial Leasing Services  
Address 225 W. 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)

- 1- South Bend #GOX-2-200S, Steamer
- 1- Amana #RC20SE, Micro Wave
- 1- Beverage Air #ER48, 2 Door Refrigerator
- 1- Beverage Air #EF, 2 Door Freezer

RECORD FEE 11.00  
#780130 0055 R02 T15:34  
05/16/90

NOT SUBJECT TO RECORDATION TAX, SECURED PARTY IS THE SELLER  
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)

**Yesteryears Food and Beverage**

[Signature]  
(Signature of Debtor)  
**James C. Foote**  
Type or Print Above Name on Above Line

MIDLANTIC COMMERCIAL LEASING CORP.

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)  
**Tom Banks**  
Type or Print Above Signature on Above Line

555 594

STATE OF MARYLAND

280902

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 5/11/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PATUXENT SAND COMPANY  
Address 1861 CROWNSVILLE ROAD, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.  
Address 41 DEFENSE HWY  
ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - NEW MODEL 1400-B JCB BACKHOE LOADER W/SIDESHIFT  
AND 4-WHEEL DRIVE  
S/N357756

RECORD FEE 11.00  
POSTAGE .50  
#730140 0055 R02 715:34  
05/16/90

BK 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)

*[Handwritten Signature]*  
(Signature of Debtor)

PATUXENT SAND COMPANY

Type or Print Above Name on Above Line

Gene James, V.P.  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Handwritten Signature]*

(Signature of Secured Party)

ILSE H. FINK, SECY. TREAS.

Type or Print Above Signature on Above Line

PARTIES

5-11-90

Debtor name (last name first if individual) and mailing address:

MODLIN, LYLE T., D.P.M., P.A.  
1419 FOREST DRIVE, SUITE 206  
ANNAPOLIS, MD 21403

1

Debtor name (last name first if individual) and mailing address:

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:

COPELCO LEASING CORPORATION  
ONE MEDIQ PLAZA  
PENNSAUKEN, NEW JERSEY 08110

2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

2a

Special Types of Parties (check if applicable):

The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a.  acquired after a change of name, identity or corporate structure of the Debtor.
- b.  as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania—
  - when the collateral was moved to this county.
  - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction —
  - when the collateral was moved to Pennsylvania.
  - when the Debtor's location was moved to Pennsylvania.
- e.  which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s):  
(required only if box(es) is checked above)

4

FINANCING STATEMENT  
Uniform Commercial Code Form UCC-1  
IMPORTANT — Please read instructions on  
reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer)

555 PAGE 5:05

280903

The seller (secured party) is taking a security interest in the listed equipment. This is a conditional sale contract and is not subject to recodation tax.

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Recorder of Anne Arundel County
- real estate Records of \_\_\_\_\_ County

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters): LEASE No. 0-24195-0

COLLATERAL

Identify collateral by item and/or type: (1) DELL 386 5X ZMEY RAM, 80 MEG HARD DRIVE; (2) VGA COLOR MONITORS; (1) DELL 286; (1) 640K RAM; (1) MEDICALIS SOFTWARE, NOVELL ELS-1, WORD PERFECT; (1) TAPE BACK-UP; (2) EPSON FX850; (1) 2400 BAUD MODEM; (2) NETWORK CARDS; (1) UNINTERRUPTED POWER SUPPLY.

EQUIP. SUPPLIER: DR. SOFTWARE  
Physicians Software

(check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)) —

- a.  crops growing or to be grown on —
- b.  goods which are or are to become fixture on —
- c.  minerals or the like (including oil and gas) as extracted on —
- d.  accounts resulting from the sale of minerals or the like (including oil, gas, or coal) on 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): LYLE T. MODLIN, D.P.M., P.A.

*[Signature]*  
(NAME/TITLE)

1a (NAME/TITLE)

1b (NAME/TITLE)

11

RETURN RECEIPT TO:

COPELCO LEASING CORPORATION  
ONE MEDIQ PLAZA  
PENNSAUKEN, NEW JERSEY 08110

12

555 596

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268903

RECORDED IN LIBER 515 FOLIO 370 ON August 4, 1987 (DATE)

1. DEBTOR

Name Whitman Brothers, Inc. T/A West River Market
Address 1000 Main Street, Galesville, Md. 20765

2. SECURED PARTY

Name HOBART CORPORATION
World Headquarters
Address Troy, Ohio 45374

RECORD FEE 10.00
POSTAGE .50
#780260 0055 R02 715441
05/16/90
H. ERLE SCHAFER
AN 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

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: TERMINATION. Includes checkboxes and descriptive text for each option.

Clerk of Circuit Court, Annapolis

Dated May 9th, 1990

HOBART CORPORATION

(Signature of Secured Party)

Janice E. Lassiter
Type or Print Above Name on Above Line

UCC-3 STATE OF MARYLAND

10.5 Janice E. Lassiter

BOOK 555 PAGE 597

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253198

RECORDED IN LIBER 476 FOLIO 209 ON 8/9/84 (DATE)

1. DEBTOR

Name Aljan, Inc.

Address 7145 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Ford Motor Credit Co.

Address 1101 North Point Blvd, Baltimore, Maryland 21224

RECORD FEE CK 10.00 #790290 0055 R02 T15:45 05/16/90

Person And Address To Whom Statement Is To Be Returned If Different From Above. 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: Termination  (Indicate whether amendment, termination, etc.)

Return to: Michael R. Cox, AVP Signet Bank/Maryland PO Box 1077 Baltimore, Maryland 21203

Dated 5/7/90 15

P. Oswald, Asst. Sr. (Signature of Secured Party) mgp

Type or Print Above Name on Above Line

BOOK 555 PAGE 598

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 525 Page No. 69  
Identification No. 272265 Dated 3/30/ 1988

1. Debtor(s) The Southern Sea Food Company  
( A/T/A Jessup Seafood Company  
Name or Names—Print or Type  
5900 Reisterstown Road, Baltimore, Maryland 21215  
Address—Street No., City - County State Zip Code

2. Secured Party The First National Bank of Maryland  
( Banc #101-503  
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. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
#780300 0055 R02 715:45  
05/16/90  
GR  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

<p>A. Continuation .....<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release .....<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment .....<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ...Amendment.....<input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Additional Debtor Address: 5505 D. Ritchie Highway  
Baltimore, Maryland 21225

Dated: MAY 11 1990

DEBTOR  
The Southern Sea Food Company  
Robert L. Millhauser, President  
(Signature)

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
Barbara B. Wallace VP  
Larry J. Scholtz, Vice President  
(Signature of Loan Officer)  
(Print Name and Title)  
Barbara B. Wallace

155

MICHAELSON, KRAUSE & FERRIS, P.A.  
80 WEST STREET, SUITE 110  
P. O. BOX 11  
ANNAPOLIS, MARYLAND 21404

S-12087

Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code

555 PAGE 599

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 260691 recorded in Liber 495, Folio 434 on March 5, 1986 (date)

1. DEBTOR(S):

Name(s): Peerless Printing and Graphics T/A Action Printing & Graphics  
Address(es): 2525 Riva Road  
Annapolis, Md. 21401

2. SECURED PARTY:

Name: First Annapolis Savings Bank FSB successor to First Federal Savings & Loan Association of Annapolis  
Address: 1832 George Ave.  
Annapolis, Md. 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3. ( ) CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. (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.

RECORD FEE 10.00  
POSTAGE CKI .50  
#819900 0315 R01 115:22  
03/11/90

9. DEBTOR: Peerless Printing

Robert E. Giles, President

SECURED PARTY:

First Federal Savings and Loan Association of Annapolis  
By Elizabeth S. Hilbert  
Elizabeth S. Hilbert, Asst. Vice President  
(Type Name and Title)

BOOK 555 PAGE 600

MICHAELSON, KRAUSE & FERRIS, P.A.  
80 WEST STREET, SUITE 110  
P. O. BOX 11  
ANNAPOLIS, MARYLAND 21404

S-11935

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270761

RECORDED IN LIBER 520 FOLIO 323 ON 11-30-87 (DATE)

1. DEBTOR

Name E. J. Keyworth, Inc. T/A Herrington Harbour Restaurant  
Address Rt. 261, Friendship, Maryland 20758

2. SECURED PARTY

Name Farmers National Bank Of Maryland  
Address 5 Church Circle, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE CK .50

2847800 0315 R01 715:21  
05/13/90

Dated 3/13/90

Donna J. Stevens  
(Signature of Secured Party)

Donna J. Stevens  
Type or Print Above Name on Above Line

**END  
LIBER**