ANNE ARUNDEL COUNTY, MARYLAND

# NIFORM COMMERCIAL CODE
# FINANCING STATEMENTS

MARY MCNALLY ROSE

CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

STATE OF MARYLAND

BOOK 576 PAGE 01

**UNIFORM COMMERCIAL CODE**

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

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 263847

**RECORDED IN LIBER** 503 **FOLIO** 50 **ON** 9-24-86 **(DATE)**

**1. DEBTOR**

**Name** Ramsey, Inc.

**Address** 5910 Vacation Lane, Deale, MD 20751

RECORD FEE 10.00
POSTAGE .50
#308200 C489 R02 T11:12
01/02/92
MARY M. ROSE
AA CO. CIRCUIT COURT

**2. SECURED PARTY**

**Name** ITT Commercial Finance Corp.

**Address** PO Box 1587, Voorhees, NJ 08043

BL CLERK

**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 |

**Dated** 12-13-91

**(Signature of Secured Party)**

WILLIAM FERRARA

**Type or Print Above Name on Above Line**

STATE OF MARYLAND

285337

FINANCING STATEMENT BOOK OR MUSE 576 PAGE 02

Identifying File No. _____

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

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

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

This financing statement Dated 12-9-91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MATTIE HARRIS

Address 809 OLD County Rd, Severna PARK, MD, 21146

2. SECURED PARTY

Name NORWEST Financial

Address 24-B Defense ST

Annapolis, md, 21401

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

3. Maturity date of obligation (if any) 12-9-94

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

1) Cocktail table
2) Cabinet
3) mirror

RECORD FEE 11.00
POSTAGE .50
#308210 C489 R02 T11:13
01/02/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL
CLERK

**CHECK ☒ THE LINES WHICH APPLY**

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

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

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

Mattie S. Harris
(Signature of Debtor)

MATTIE S. HARRIS
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Kathleen Koulhepp
(Signature of Secured Party)

KATHLEEN KOULHEPP
Type or Print Above Signature on Above Line

11 60 52

11

SD

STATE OF MARYLAND

# FINANCING STATEMENT

FORM UCC-1 BOOK 576 PAGE 03 Identifying File No. 285338

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

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

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

This financing statement Dated 12-10-91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ARC, Professional

Address 1190 Winterson Rd., Suite 350, Linthicum Hts., MD 21090

2. SECURED PARTY

Name Dana Commercial credit Corp.

Address 1300 Indian Wood Circle, Maumee, OH 43537

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

3. Maturity date of obligation (if any) _____

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

Apple 805313-02 CC

1 Helical Scan 8mm Tape Backup System

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#308220 C489 R02 T11:13
01/02/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

This financing statement is a permissive filing made in the event that, contrary to the intent of the parties, the lease governing this transaction is held to be a secure transaction under Article 9 of the Uniform Commercial Code.

**CHECK ☒ THE LINES WHICH APPLY**

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X Daniel C Padgett
(Signature of Debtor)

ARC, Professional
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert B Russell
Dana Commercial Credit Corp.
(Signature of Secured Party)

Robert B. RUSSELL
Type or Print Above Signature on Above Line

11.00
.50

STATE AND

BOOK 576 PAGE 04

# FINANCING STATEMENT

Identifying File No. 2880

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 1812.18

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

This financing statement Dated 10-08-91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

285339

1. DEBTOR

Name CAROLYN D STALLINGS

Address 182 C VIRGINIA LANE GLEN BURNIE MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address 8837 BELAIR ROAD

BALTIMORE MD 21236

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

3. Maturity date of obligation (if any) _____

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

NIKON 35 MM CAMERA WITH AUTO FOCUS AND FLASH
SEARS STACK STEREO SYSTEM AND TWO SPEAKERS
RADIO SHACK VCR WITH REMOTE
SAPHIRE AND DIAMOND RING CRESTOR
SAPHIRE AND DIAMOND BAND RING
FLAT BOX CHAIN 14KT GOLD
CITIZEN WATCH
SAPPHIRE RING 14KT GOLD

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#308230 C489 R02 T11:14
01/02/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

**CHECK ☒ THE LINES WHICH APPLY**

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Carolyn Stallings
(Signature of Debtor)

CAROLYN D STALLINGS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

TERRY L BROWN ASSISTANT MANAGER
Type or Print Above Signature on Above Line

14-
50

**FINANCING STATEMENT**

NOT SUBJECT TO
RECORDATION TAX

BOOK 576 PAGE 05

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

285340

*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

A. NAME AND ADDRESS OF DEBTOR:

Robin Jafari and Afrooz Jafari
911 Coachway
Annapolis, Maryland 21401

B. NAME AND ADDRESS OF SECURED PARTY:

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

3. This Financing Statement covers all of the following property of the Debtor:

A. Furniture, Fixtures, Etc. All of the Debtor's furniture, fixtures, chattels, materials and personalty located at 623 Ridgely Avenue, Annapolis, Maryland 21401 and known as Units 401 through 436, Ridgely Oaks Professional Center Condominium (the "Real Property"), 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

RECORD FEE 12.00
POSTAGE .50
#029360 C191 R03 T14:33
01/02/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL
CLERK

12 50

4. Not subject to recordation tax.

DEBTOR:

(SEAL)
Robin Jafari

BOOK 576 PAGE 06

(SEAL)
Afrooz Jafari

RETURN TO:

Hartman and Crain
2660 Riva Road-Fourth Floor
Annapolis, Maryland 21401-7333
Attention: John N. Strange

2JNS0335.STM

**FINANCING STATEMENT**

BOOK 576 PAGE 07

NOT SUBJECT TO
RECORDATION TAX

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

285341

*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

A. NAME AND ADDRESS OF DEBTOR:

Pickwick Manor, Inc.
7733 Telegraph Road
Severn, Maryland 21144

B. NAME AND ADDRESS OF SECURED PARTY:

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

3. This Financing Statement covers all of the following property of the Debtor:

A. Fixtures, Etc. All of the Debtor's fixtures, chattels, buildings, materials and personalty located at 7733 Telegraph Road, Severn, Maryland 21144 (the "Real Property"), 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.

RECORD FEE 11.00
POSTAGE .50
#029370 C191 R03 T14:33
01/02/92
MARC H. ROSE
AA CO. CIRCUIT COURT

4. Not subject to recordation tax.

BL CLERK

11.50

DEBTOR:

PICKWICK MANOR, INC.

By: _____ (SEAL)
Marc L. Dubin, President

BOOK 576 PAGE 08

RETURN TO:

Hartman and Crain
2660 Riva Road-Fourth Floor
Annapolis, Maryland 21401-7333
Attention: John Naumann Strange

2JNS0360.STM

BOOK 576 PAGE 09

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 481 Page No. 113

Identification No. 255053 Dated

1. Debtor(s) JAMES BLAKENEY SUTHERLAND TRUST
Name or Names—Print or Type
14 Beach Road, Severna Park, Maryland 21146
Address—Street No., City - County State Zip Code

2. Secured Party ANNE ARUNDEL COUNTY, MARYLAND
Name or Names—Print or Type
Arundel Center, Calvert and Northwest Streets
Address—Street No., City - County State Zip Code
Annapolis, Maryland 21401

2.a. Original Assignee *SEE BELOW

3. Maturity Date (if any)

4. Check Applicable Statement:

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

The Annapolis Banking & Trust Company
P. O. Box 311
Annapolis, Maryland 21404

RECORD FEE 10.00
POSTAGE .50
#029450 C191 R03 T14:43
01/02/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

Dated: 12/18/91

Maryland National Bank
Name of Secured Party

Signature of Secured Party

Richard C. Springer, Vice President
Type or Print (Include Title if Company)

* MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202

Lucas Bros. Form T-1

TO BE RECORDED AT:
Anne Arundel County, Maryland
Financing Statement Records

After recording, mail to:
Edward L. Wender, Esquire
Venable, Baetjer and Howard
1800 Mercantile Bank Building
2 Hopkins Plaza
Baltimore, Maryland 21201

15.8

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 481 Page No. 109

Identification No. 255052 Dated

BOOK 576 PAGE 10

1. Debtor(s)
ANNE ARUNDEL COUNTY, MARYLAND
Name or Names—Print or Type
Arundel Center, Calvert and Northwest Streets
Address—Street No., City - County State Zip Code
Annapolis, Maryland 21401

2. Secured Party
MARYLAND NATIONAL BANK
Name or Names—Print or Type
10 Light Street, Baltimore, Maryland 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

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

The Annapolis Banking & Trust Company
P. O. Box 311
Annapolis, Maryland 21404

RECORD FEE 10.00
POSTAGE .50
#029460 C191 R03 T14:43
01/02/92

BL CLERK

MARY M. ROSE
AA CO. CIRCUIT COURT

Dated: 12/18/91

Maryland National Bank
Name of Secured Party

Richard C. Springer
Signature of Secured Party

Richard C. Springer, Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

TO BE RECORDED AT:
~~SDAT~~ - Financing Statement Records
AAC

After recording, mail to:
Edward L. Wender, Esquire
Venable, Baetjer and Howard
1800 Mercantile Bank Building
2 Hopkins Plaza
Baltimore, MD 21201

BOOK 576 PAGE 11 285342

TO BE FILED WITH
ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

**FINANCING STATEMENT**

1. Name & Address of Debtor: BERT L. KELLY and MARCY A. KELLY, 623 Basin Way, Arnold, MD 21012

2. Name & Address of Secured Party: Bank of Annapolis, 1900 Fairfax Road, Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All the fences, shrubbery, driveways, fixtures, machinery, apparatus, fittings, building materials and components or parts thereof and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the Property (whether or not delivered thereto), and all such as are now or hereafter located in or upon the Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, to the extent now or hereafter existing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the

RECORD FEE 14.00
POSTAGE .50
#275450 C263 R01 T15:37
01/02/92
MARY E. ROSE
AA CO. CIRCUIT COURT
BL CLERK

14.50

operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land, but excluding therefrom all medical equipment of a portable or removable nature.

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

Bert L. Kelly (SEAL)
BERT L. KELLY

Marcy A. Kelly (SEAL)
MARCY A. KELLY

Secured Party:

Bank of Annapolis

By: _____ (SEAL)

Please return after recordation to: Steven G. Tyler, Hyatt & Peters, 1919 West Street, Annapolis, MD 21401

kelly.fs2 b005.157

**EXHIBIT "A"**

BEING KNOWN AND DESIGNATED as Unit Numbered 18, containing 999.2 square feet, more or less, in the Crain Overlook Office Center Condominium, as shown on Plats entitled, "CRAIN OVERLOOK OFFICE CENTER, A COMMERCIAL CONDOMINIUM", recorded among the Land Records of Anne Arundel County, Maryland as Condominium Plat Number E-2930 through E-2932 in Condominium Plat Book E-55, pages 30 through 32, as amended to date, together with a five percent (5%) undivided percentage interest in the common elements and in the common expenses and common profits of the Crain Overlook Office Center Condominium.

BEING one of the condominium units mentioned in the Crain Overlook Condominium Declaration and Master Deed, dated September 24, 1991, by Equity Venture Systems, Inc., a corporation organized and existing under the laws of the State of Maryland, recorded among the Land Records of Anne Arundel County in Liber M.M.R. No. 5415, folio 248, as amended to date.

SUBJECT TO and with the benefit of the Crain Overlook Office Center Condominium Declaration as aforesaid as amended to date and the By-Laws of Crain Overlook Council of Unit Owners, Inc., both recorded among the aforesaid Land Records in Liber M.M.R. No.5415, folios 248 and 369, respectively, as amended to date, and further subject to all rights, easements, restrictions, covenants and reservations contained in or referred to in the Crain Overlook Condominium Declaration and Master Deed as amended to date as if the same had been fully set forth herein, including, but not limited to, the obligation to pay the assessments as described in the Condominium Declaration and By-Laws as amended to date.

BOOK 576 PAGE 14

RETURN TO
CORNERSTONE TITLE COMPANY
10221 WINCOPIN CIRCLE
P. O. BOX 4002
COLUMBIA, MARYLAND 21044
FILE NO. 91-1681

**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. 275788 recorded in Liber 535, Folio 568 on 12/21/88 (Date) at, Anne Arundel County, Md. (Location).

1. DEBTOR(S):
Name(s): Crofton Meadows Joint Venture
c/o W. F. Utz Construction Co., Inc.
Address(es): 1511 Ritchie Highway, Suite 105
P. O. Box 9687
Arnold, Maryland 21012

2. SECURED PARTY:
Name: Maryland National Bank
Address: 10 Light Street, M/S 021901
Construction Finance Unit
Baltimore, Maryland 21202

RECORD FEE 10.00
POSTAGE .50
#309190 C489 R02 T08:58
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

BL CLERK

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

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

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

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all 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. See Exhibit A attached and made a part hereof.

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
Jennifer L. Mertaugh, Const. Finance Officer
(Type, Name and Title)

10.00
52

EXHIBIT A

Being known and designated as Lots 1-6 in Block B as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 27. Being in the 2nd Election District of Anne Arundel County.

BOOK 576 PAGE 16

RETURN TO
CORNERSTONE TITLE COMPANY
10221 WINCOPIN CIRCLE
P. O. BOX 4002
COLUMBIA, MARYLAND 21044
FILE NO. 91-1681

**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. 277046 recorded in Liber 540, Folio 302 on 4/20/89 (Date) at, Anne Arundel County, Md. (Location)

1. DEBTOR(S):
Name(s): Crofton Meadows Joint Venture
Address(es): c/o W. F. Utz Construction Co., Inc.
1511 Ritchie Highway, Suite 105
P. O. Box 9687
Arnold, Maryland 21012

2. SECURED PARTY:
Name: Maryland National Bank
Address: 10 Light Street, M/S 021901
Construction Finance Unit
Baltimore, Maryland 21202

RECORD FEE 10.00
POSTAGE .50
#309200 C48P R02 T08:58
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

BL CLERK

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

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

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

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all 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 ~~XXXXX~~ 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. Exhibit A attached and made a part hereof.

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 [signature]
Jennifer L. Mertaugh, Const. Finance Officer
(Type, Name and Title)

10 00
50

EXHIBIT A

Being known and designated as Lots 1-6 in Block B as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 27. Being in the 2nd Election District of Anne Arundel County.

BOOK 576 PAGE 18

RETURN TO
CORNERSTONE TITLE COMPANY
10221 WINCOPIN CIRCLE
P. O. BOX 4002
COLUMBIA, MARYLAND 21044
FILE NO. 91-1681

**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. 277047 recorded in Liber 540, Folio 306 on 4/20/89 (Date) at Anne Arundel County, Md. (Location)

1. DEBTOR(S):
Name(s) Crofton Meadows Joint Venture
Address(es) c/o W. F. Utz Construction Co., Inc.
1511 Ritchie Highway, Suite 105
P. O. Box 9687
Arnold, Maryland 21012

RECORD FEE 10.00
POSTAGE .50
#309210 C489 R02 T09:01
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT
BL CLERK

2. SECURED PARTY:
Name Maryland National Bank
Address 10 Light Street, M/S 021901
Construction Finance Unit
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 ~~XXXXX~~ 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. See Exhibit A attached and made a part hereof.

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

Jennifer L. Mertaugh, Const. Finance Officer
(Type, Name and Title)

10.00

EXHIBIT A

Being known and designated as Lots 1-6 in Block B as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 27. Being in the 2nd Election District of Anne Arundel County.

BOOK 576 PAGE 20

Anne Arundel County
A/C# C-02-09851-5

285343

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.

RECORD FEE 21.00
POSTAGE .50
#309280 C489 R02 T09:15
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name Foy, Jeffrey D.

Address 842 Swift Road Pasadena, MD 21122

2. SECURED PARTY

Name John C. Louis Co., Inc.

Address 1805 Cherry Hill Road Baltimore, MD 21202

Orix Credit Alliance, Inc. P.O. Box 676 Hanover, MD 21076

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

BL CLERK

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 676
1331A Ashton Road
Hanover, MD 21076

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Jeffrey D. Foy
Jeff Foy
(Signature of Debtor)
Jeffrey Foy
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John C. Louis Co., Inc.
Burton R. Davison Pres.
(Signature of Secured Party)
Burton R. Davison, Pres.
Type or Print Above Signature on Above Line

21.00
50

BOOK 576 PAGE 21

## ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 18, 1991, between John C. Louis Co., Inc., as Seller/Lessor/Mortgagee and Jeffrey D. Foy 842 Swift Road 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 $13,896.00.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 18th day of December, 19 91.

John C. Louis Co., Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: Brett R. Hamm Pres.

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

CA-L-5A

ORIX CREDIT ALLIANCE, INC.

# CONDITIONAL SALE CONTRACT NOTE

BOOK 576 PAGE 22

TO: John C. Louis Co., Inc. ("Seller") FROM: Jeffrey D. Foy ("Buyer")

1805 Cherry Hill Road Baltimore, MD 21202 (Address of Seller)

842 Swift Road Pasadena, MD 21122 (Address of Buyer)

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

Description of property purchased (include make, year, model identification, model and serial numbers or marks):
See Schedule "A" attached hereto and made a part hereof for description of equipment.

(1) TIME SALES PRICE ..... $ 17,896.00
(2) Less DOWN PAYMENT In Cash ..... $ 4,000.00
(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) ..... $ -0-
(4) CONTRACT PRICE (Time Balance) ..... $ 13,896.00
Record Owner of Real Estate:

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
842 Swift Road (Street and Number) Pasadena (City) Anne Arundel (County) Maryland (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirteen thousand eight hundred ninety six and 00/100********** Dollars ($ 13,896.00) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 18th day of January, 1992, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of $ 386.00 and the final installment being in the amount of $ 386.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: December 18, 19 91

Accepted: John C. Louis Co., Inc. (SEAL) (Print Name of Seller Here)
By: [signature]

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

BUYER(S)-MAKER(S):
Jeffrey D. Foy (SEAL) (Print Name of Buyer-Maker Here)
By: Jeff Foy
Co-Buyer-Maker: (SEAL) (Print Name of Co-Buyer-Maker Here)
By:

CA-L-2XD(1-75) © 1986 ORIX Credit Alliance, Inc.

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ORIGINAL FOR FILING-NON-NEGOTIABLE

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



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

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

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

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

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

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: _____, 19 _____

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

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

**Signature of Seller**

# SCHEDULE "A"

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated December 18, , 19 91 between the undersigned.

| QUANTITY | DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used") | YEAR & MODEL | SERIAL NO. |
|---|---|---|---|
| One (1) | Melroe 753 Bobcat Loader with 60" bucket with teeth, all standard equipment and accessories | 1990 | 508611786 |
| | Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contact Noted, Buyer grants to Holder a Security Interest in goods inventory and equipment including but not limited to the following: | | |
| One (1) | Used Brave Log Splitter | | KDHV268 |

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

**Secured Party/Seller/Mortgagee/Lessor:**

John C. Louis Co., Inc.

By: [signature]

**Debtor/Purchaser/Mortgagor/Lessee:**

Jeffrey D. Foy

By: [signature]

FICA-L-28

FINANCING STATEMENT

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX BOOK 576 PAGE 25

285344

1. LESSEE: Locklair Automotive
Name or Names
1934 E. Lincoln Drive
Annapolis, MD 21401
Address - Street No. City County State Zip Code

2. LESSOR: LCA LEASING, INC.

P.O. BOX 152 STEVENSON, MD 21153

3. This Financing Statement covers the following types of property: (Described - Separate list attached if necessary)

1 Amoco Brake Lathe, Model 4000, S/N 5190121

This transaction is a true lease and is not intended by the parties as a secured transaction; filing is only intended to make the true lease a matter of public record. The Lessor is the owner of the property including all accessories, attachments, additions and any substitutions of similar equipment, and the Lessee has no rights, expressed or implied to sell, exchange, encumber or otherwise dispose of the property.

RECORD FEE 11.00
POSTAGE .50
#309290 C489 R02 T09:15
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

LESSEE:

Locklair Automotive

BY: John C. Locklair III Owner
Signature of Lessee Title

John C. Locklair, III Owner
Type or Print Name of Above

LESSOR:

LCA LEASING, INC.

Signature of Lessor

Jonathan S. Waranch
Type or Print Name of Above

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

LCA LEASING, INC.
P.O. BOX 152
STEVENSON, MD 21153-0152

11 00
3

FINANCING STATEMENT FORM UCC-1 BOOK 576 PAGE 20 Identifying File No. 285345

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

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

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

This financing statement Dated December 12, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 89.00
POSTAGE .50
#309300 C489 R02 T09:16
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name State of Maryland

Address Treasury Bldg., RM 109, 80 Calvert St., Annapolis, MD

2. SECURED PARTY

Name Maryland National Bank
Attn: D. Kane MS020507

Address 10 Light Street, 5th Floor

Baltimore, Maryland 21202

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

BL CLERK

3. Maturity date of obligation (if any) December 1, 1996

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

Certain Equipment as more particulary described on Exhibits "a" hereto acquired by Debtor pursuant to a Master Equipment Lease-Purchase Agreement dated May 8, 1991, and Equipment Schedules Nos. 26 thru 30 inclusive, each dated as of December 12, 1991, by and between Debtor and Secured Party, together with all repairs, replacements, or modifications to such Equipment and insurance or other proceeds thereof.

Name and address of Assignee
Maryland National Bank
Agent
10 Light Street, 5th Floor
Baltimore, Maryland 21202

RECEIVED
'91 DEC 17 PM 1:02
STATE DEPT. OF ASSESSMENTS & TAXATION

**CHECK ☒ THE LINES WHICH APPLY**

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

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

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

DATE 12-17-91 12:19
PAGES 22
DEBTORS 1
REC. TAX

H. Louis Stettler III
(Signature of Debtor)

H. Louis Stettler III
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Eleanor Wheeler
(Signature of Secured Party)

ELWYN M. JORDAN
Type or Print Above Signature on Above Line

8900
8

**EXHIBIT A-1**

**TO**

**EQUIPMENT SCHEDULE NO. 26**

**TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

**FROSTBURG STATE UNIVERSITY**

| Item No. | Description | Part No. | Qty. |
|---|---|---|---|

SEE ATTACHMENTS TO EXHIBIT A-2

**EQUIPMENT LOCATION:**

FROSTBURG STATE UNIVERSITY
COMPUTING SERVICES
LOWNDES HALL
SALISBURY, MARYLAND 21532-1099

91MNB
05/08/91

EXHIBIT A-2

TO

EQUIPMENT SCHEDULE NO. 26

TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

FROSTBURG STATE UNIVERSITY

| Vendor | Equipment Cost | Amount Financed | Acquisition Date |
|---|---|---|---|
| DIGITAL EQUIPMENT CORPORATION | $498,440.05 | $498,440.05 | NOV 1, 1991 |

(SEE ATTACHED INVOICES)

91MNB
05/08/91

BOOK 576 PAGE 29

digital™

DIGITAL EQUIPMENT CORPORATION

Remit To

DIGITAL EQUIP DUNS 15-063-4061
PO BOX 100500
ATLANTA, GA 30384

QMI6290530

| Date Invoiced | Invoice No. |
|---|---|
| 10/18/91 | 527059792 |

Please reference invoice number and DEC number on all inquiries/payments

| F.O.B. Point of Origin | Terms: |
|---|---|
| | NET 30 DAYS |

Bill To
ACCOUNTS PAYABLE
FROSTBURG STATE UNIVERSITY
ACCOUNTS PAYABLE
FROSTBURG MD 21532

Ship To
R. BRUSZEWSKI 301-689-4331
FROSTBURG STATE UNIVERSITY
COMPUTING SERVICES
FROSTBURG MD 21532

| RB | Acknowledge to Customer Code | Bill to Customer Code | Bill to Fac. Code | Bill to State Code | Booking Center | Ship to Customer Code | Ship to F.S. BR | Ship to State Code |
|---|---|---|---|---|---|---|---|---|
| | 0615019 | 0591231 | 104 | 8052104934978 | 1KS | 0615019 | 70T | 805210493497 |

| Customer Purchase Order Number | Part | Comp | Salesperson's Badge Number | Ship Via |
|---|---|---|---|---|
| D03095 | | X | 152482 | SJTC |

| Ship Location | Trans. Code | Type of Ship Code | System Serial Number | Header Seq. Code | DD-250 No./PBN | DEC Number | Date Shipped |
|---|---|---|---|---|---|---|---|
| OPH | 10 | 01 | | 111 | | 92051466N | 10/17/91 |

| ITEM | Qty Shipped | Model Number | Description | Sales Code | Discount % | Unit Price | Net Amount |
|---|---|---|---|---|---|---|---|
| 001 | 12 | DL-VT420-FA | WPS TERM AMBER USA | 284 B | 17.00 | 585.00 | 5,826.60 |
| | | | LESS ALLOWANCE | 284 C | | | -912.60 |
| | | | SUBTOTAL | | | | 4,914.00 |
| | | | Transportation Charge | 000 I | | | 38.61 |
| | | | ***** TOTAL ***** | | | | 4,952.61 |

REFERENCE: DISCOUNT AGREEMENT NO. 0003121400
SALES REP: KIM TUBBS - 341-3518
ORDER MGMT: RENITA LAWRENCE - 341-3127
END USER: ROGER BRUSZEWSKI 301-689-4331

WAYBILL NO. 25121391, PACKING SLIP NO. QMI6290530
1 PCS/ 297 LBS.

THE ABOVE ALLOWANCE REPRESENTS ALL OR A PRORATED PORTION OF THE TOTAL GRANTED

FOR ASSISTANCE CALL: (301) 459-7900
OR WRITE: Digital Equipment Corporation
CUSTOMER ASSISTANCE
8301 Professional Place
Landover, MD 20785

BOOK 576 PAGE 30

digital™

DIGITAL EQUIPMENT CORPORATION

| Date Invoiced | Invoice No. |
|---|---|
| 9/23/91 | 521735092 |

Please reference invoice number and DEC number on all inquiries/payments

| F.O.B. Point of Origin | Terms: |
|---|---|
| | NET 30 DAYS |

Remit To

XAD6137863

DIGITAL EQUIP DUNS 15-063-4061
PO BOX 100500
ATLANTA, GA 30384

Bill To
FROSTBURG STATE UNIVERSITY
ACCOUNTS PAYABLE
FROSTBURG MD 21532

Ship To
R. BRUSZEWSKI/301-689-4331
FROSTBURG STATE UNIVERSITY
COMPUTING SERVICES
FROSTBURG MD 21532

| RB | Acknowledge to Customer Code | Bill to Customer Code | Bill to Fac. Code | Bill to State Code | Booking Center | Ship to Customer Code | Ship to F.S. BR | Ship to State Code |
|---|---|---|---|---|---|---|---|---|
| | 0615019 | 0591231 | 2RL | 8052104934978 | 1KS | 0615019 | 70T | 805210493497 |

| Customer Purchase Order Number | Part | Comp | Salesperson's Badge Number | Ship Via |
|---|---|---|---|---|
| D 03095 | | X | 144729 | BVLC |

| Ship Location | Trans. Code | Type of Ship Code | System Serial Number | Header Seq. Code | DD-250 No./PBN | DEC Number | Date Shipped |
|---|---|---|---|---|---|---|---|
| LJH | 10 | 01 | | 111 | | 91050182N-E | 9/23/91 |

| ITEM | Qty Shipped | Model Number | Description | Sales Code | Discount % | Unit Price | Net Amount |
|---|---|---|---|---|---|---|---|
| | | | LESS ALLOWANCE | 111 C | | | -560.00 |
| | | | SUBTOTAL | | | | 1,200.00 |
| 011 | 2 | H8575-A | ADAPTER 25PIN X MMJ W EOS/E | 111 B | 12.00 | 30.00 | 52.80 |
| | | | LESS ALLOWANCE | 111 C | | | -10.80 |
| | | | SUBTOTAL | | | | 42.00 |
| 012 | 2 | BC16E-25 | 25FT 6 COND OVL DAT CBL W/M | 284 B | | 9.00 | 18.00 |
| 013 | 12 | DL-VT420-CA | MONO AMBER TERM USA | 111 B | 17.00 | 585.00 | 5,826.60 |
| | | | LESS ALLOWANCE | 111 C | | | -912.60 |
| | | | SUBTOTAL | | | | 4,914.00 |
| 014 | 5 | BNE3M-05 | 5M IEEE802 TEFLON RT AUI CB | 284 B | 12.00 | 139.00 | 611.60 |
| | | | LESS ALLOWANCE | 284 C | | | -125.10 |
| | | | SUBTOTAL | | | | 486.50 |
| 015 | 1 | DL-DSRVP-AA | DS250 W/SYSTEMS/UPGRADES,12 | 090 B | 12.00 | 4,167.00 | 3,666.96 |
| | | | LESS ALLOWANCE | 090 C | | | -750.06 |
| | | | SUBTOTAL | | | | 2,916.90 |
| 016 | 2 | DL-DSRVF-BA | DECSERVER 300 W/SYSTEMS/UPG | 111 B | 12.00 | 4,776.00 | 8,405.76 |
| | | | LESS ALLOWANCE | 111 C | | | -1,719.36 |
| | | | SUBTOTAL | | | | 6,686.40 |
| 017 | 2 | BC26V-25 | SHIELDED SI CABLE, 25 FT. | 111 B | | 643.00 | 1,286.00 |
| | | | *** SUBTOTAL | | | | 30,622.00 |
| | | | Transportation Charge | 000 I | | | 134.50 |
| | | | ***** TOTAL ***** | | | | 30,756.50 |

REFERENCE: DISCOUNT AGREEMENT NO. 0003121400
SALES: JAN DARDEN 8-341-2775
OMS: DELORES WALSTON 8-341-2393

WAYBILL NO. 903961, PACKING SLIP NO. XAD6137863
7 PCS/ 538 LBS.

***** CONTINUED *****

BOOK 576 PAGE 31

digital™

DIGITAL EQUIPMENT CORPORATION

XAD6137863

| Date Invoiced | Invoice No. |
|---|---|
| 9/23/91 | 521735092 |

Please reference invoice number and DEC number on all inquiries/payments

| F.O.B. Point of Origin | Terms: |
|---|---|
| | NET 30 DAYS |

Remit To

DIGITAL EQUIP DUNS 15-063-4061
PO BOX 100500
ATLANTA, GA 30384

Bill To
FROSTBURG STATE UNIVERSITY
ACCOUNTS PAYABLE
FROSTBURG MD 21532

Ship To
R. BRUSZEWSKI/301-689-4331
FROSTBURG STATE UNIVERSITY
COMPUTING SERVICES
FROSTBURG MD 21532

| HB | Acknowledge to Customer Code | Bill to Customer Code | Bill to Fac Code | Bill to State Code | Booking Center | Ship to Customer Code | Ship to F.S. BR | Ship to State Code |
|---|---|---|---|---|---|---|---|---|
| | 0615019 | 0591231 | 2RL | 8052104934978 | 1KS | 0615019 | 70T | 805210493497 |

| Customer Purchase Order Number | Part | Comp | Salesperson's Badge Number | Ship Via |
|---|---|---|---|---|
| D 03095 | | X | 144729 | BVLC |

| Ship Location | Trans. Code | Type of Ship Code | System Serial Number | Header Seq. Code | DD-250 No./PBN | DEC Number | Date Shipped |
|---|---|---|---|---|---|---|---|
| LJH | 10 | 01 | | 111 | | 91050182N-E | 9/23/91 |

| ITEM | Qty Shipped | Model Number | Description | Sales Code | Discount % | Unit Price | Net Amount |
|---|---|---|---|---|---|---|---|
| | | | THE ABOVE ALLOWANCE REPRESENTS ALL OR A PRORATED PORTION OF THE TOTAL GRANTED | | | | |
| | | | FOR ASSISTANCE CALL: (301) 459-7900<br>OR WRITE: Digital Equipment Coporation<br>CUSTOMER ASSISTANCE<br>8301 Professional Place<br>Landover, MD 20785 | | | | |

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digital™

DIGITAL EQUIPMENT CORPORATION

BOOK 576 PAGE 32

**Remit To**

DIGITAL EQUIP DUNS 15-063-4061
PO BOX 100500
ATLANTA, GA 30384

XAD6136664

| Date Invoiced | Invoice No. |
|---|---|
| 9/19/91 | 521722892 |

Please reference invoice number and DEC number on all inquiries/payments

| F.O.B. Point of Origin | Terms: |
|---|---|
| | NET 30 DAYS |

**Bill To**

FROSTBURG STATE UNIVERSITY
ACCOUNTS PAYABLE
FROSTBURG MD 21532

**Ship To**

R. BRUSZEWSKI/301-689-4331
FROSTBURG STATE UNIVERSITY
COMPUTING SERVICES
FROSTBURG MD 21532

| B | Acknowledge to Customer Code | Bill to Customer Code | Bill to Fac. Code | Bill to State Code | Booking Center | Ship to Customer Code | Ship to F.S. BR | Ship to State Code |
|---|---|---|---|---|---|---|---|---|
| | 0615019 | 0591231 | 2RL | 8052104934978 | 1KS | 0615019 | 70T | 805210493497 |

| Customer Purchase Order Number | Part | Comp | Salesperson's Badge Number | Ship Via |
|---|---|---|---|---|
| D 03095 | | X | 144729 | SJTC |

| Ship Location | Trans. Code | Type of Ship Code | System Serial Number | Header Seq. Code | DD-250 No./PBN | DEC Number | Date Shipped |
|---|---|---|---|---|---|---|---|
| NIH | 10 | 01 | | 111 | | 91050180N-G | 9/18/91 |

| ITEM | Qty Shipped | Model Number | Description | Sales Code | Discount % | Unit Price | Net Amount |
|---|---|---|---|---|---|---|---|
| 001 | 1 | 65AUA-AC | VAX 6000 MODEL 510 VMS UPGD | 111 B | 12.00 | 129,736.00 | 114,167.68 |
| | | | LESS ALLOWANCE | 111 C | | | -12,973.60 |
| | | | LESS ALLOWANCE | 111 C | | | -6,486.80 |
| | | | LESS ALLOWANCE | 111 C | | | -16,865.68 |
| | | | SUBTOTAL | | | | 77,841.60 |
| 002 | 1 | MS65A-DA | 128MB, XMI-2 MEMORY, VAX 65 | 111 B | 12.00 | 115,500.00 | 101,640.00 |
| | | | LESS ALLOWANCE | 111 C | | | -20,790.00 |
| | | | SUBTOTAL | | | | 80,850.00 |
| 003 | 1 | 12-19179-00 | CONN,PWR RCPT NEMA L21-20R | 278EW | 12.00 | 15.00 | 13.20 |
| | | | LESS ALLOWANCE | 278 C | | | -2.70 |
| | | | SUBTOTAL | | | | 10.50 |
| 004 | 1 | KDM70-AA | XMI DISK AND TAPE CONTROLLE | 111 B | 12.00 | 25,860.00 | 22,756.80 |
| | | | LESS ALLOWANCE | 111 C | | | -4,654.80 |
| | | | SUBTOTAL | | | | 18,102.00 |
| 005 | 1 | CK-KDM00-LF | KDM CABKIT FOR VAX 6000 | 111 B | 12.00 | 1,200.00 | 1,056.00 |
| | | | LESS ALLOWANCE | 111 C | | | -216.00 |
| | | | SUBTOTAL | | | | 840.00 |
| | | | *** SUBTOTAL | | | | 177,644.10 |
| | | | LESS ALLOWANCE | 111TI | | | -51,000.00 |
| | | | *** SUBTOTAL | | | | 126,644.10 |
| | | | ***** TOTAL ***** | | | | 126,644.10 |

REFERENCE: DISCOUNT AGREEMENT NO. 0003121400
SALES: JAN DARDEN 8-341-2775
OMS: DELORES WALSTON 8-341-2393

WAYBILL NO. 019487168T, PACKING SLIP NO. XAD6136664
4 PCS/ 55 LBS.

***** CONTINUED *****

digital™

BOOK 576 PAGE 33

DIGITAL EQUIPMENT CORPORATION

Remit To

DIGITAL EQUIP DUNS 15-063-4061
PO BOX 100500
ATLANTA, GA 30384

XAD6136664

| Date Invoiced | Invoice No. |
|---|---|
| 9/19/91 | 521722892 |

Please reference invoice number and DEC number on all inquiries/payments

| F.O.B. Point of Origin | Terms: |
|---|---|
| | NET 30 DAYS |

Bill To
FROSTBURG STATE UNIVERSITY
ACCOUNTS PAYABLE
FROSTBURG MD 21532

Ship To
R. BRUSZEWSKI/301-689-4331
FROSTBURG STATE UNIVERSITY
COMPUTING SERVICES
FROSTBURG MD 21532

| RB | Acknowledge to Customer Code | Bill to Customer Code | Bill to Fac. Code | Bill to State Code | Booking Center | Ship to Customer Code | Ship to F.S. BR | Ship to State Code |
|---|---|---|---|---|---|---|---|---|
| | 0615019 | 0591231 | 2RL | 8052104934978 | 1KS | 0615019 | 70T | 805210493497 |

| Customer Purchase Order Number | Part | Comp | Salesperson's Badge Number | Ship Via |
|---|---|---|---|---|
| D 03095 | | X | 144729 | SJTC |

| Ship Location | Trans. Code | Type of Ship Code | System Serial Number | Header Seq. Code | DD-250 No./PBN | DEC Number | Date Shipped |
|---|---|---|---|---|---|---|---|
| NIH | 10 | 01 | | 111 | | 91050180N-G | 9/18/91 |

| ITEM | Qty Shipped | Model Number | Description | Sales Code | Discount % | Unit Price | Net Amount |
|---|---|---|---|---|---|---|---|
| | | | THE ABOVE ALLOWANCE REPRESENTS ALL OR A PRORATED PORTION OF THE TOTAL GRANTED | | | | |
| | | | FOR ASSISTANCE CALL: (301) 459-7900 | | | | |
| | | | OR WRITE: Digital Equipment Coporation<br>CUSTOMER ASSISTANCE<br>8301 Professional Place<br>Landover, MD 20785 | | | | |

Export of these products requires prior written authorization from the U.S. Department of Commerce.

EHS002 FRM 14/30/9 Original White • To Customer Yellow • Green • Entire Corporate Green

**EXHIBIT A-1**

**TO**

**EQUIPMENT SCHEDULE NO. 27**

**TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

**UNIVERSITY OF MARYLAND COLLEGE PARK**

| Item No. | Description | Part No. | Qty. |
|---|---|---|---|

SEE ATTACHMENTS TO EXHIBIT A-2

**EQUIPMENT LOCATION:**

UNIVERSITY OF MARYLAND
BLDG. 140, ROOM 3110 - 3RD FLOOR
HEALTH CENTER
COLLEGE PARK, MARYLAND 20742

91MNB
05/08/91

EXHIBIT A-2

TO

EQUIPMENT SCHEDULE NO. 27

TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

UNIVERSITY OF MARYLAND COLLEGE PARK

| Vendor | Equipment Cost | Amount Financed | Acquisition Date |
|---|---|---|---|
| PAUL B. WILLIAMS INCORPORATED | $11,272.00 | $11,272.00 | NOV 4, 1991 |

(SEE ATTACHED INVOICES)

91MNB
05/08/91

BOOK 576 PAGE 36

**PAUL B. WILLIAMS, INCORPORATED**
2098 GAITHER ROAD
ROCKVILLE, MD 20850

CUSTOMER INVOICE COPY

INVOICE NUMBER 11002709

INVOICE

| INVOICE DATE | CUSTOMER ACCT. NO. | CUSTOMER P.O. NO. | SALES REPRESENTATIVE | ORDER NO. | TERMS |
|---|---|---|---|---|---|
| 10/23/91 | 18036362 | G2963934-P | | 363697 | NET 10 |

| QUANTITIES ORDERED | PREV INV | BACK ORD | THIS INV | DESCRIPTION | ITEM CODE | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|
| 1 | | | 1 | 9520 NEW-SAVIN COPIER | 9520N | 11272.00/E | 11272.00 |
| 1 | | | 1 | 9250 REVERSE DOC FEEDE | 7207N | 0.00/E | 0.00 |
| 1 | | | 1 | 9520 FINISHER NEW | 7208N | 0.00/E | 0.00 |
| 2 | | | 2 | 9520 TONER CARTRIDGE | 4303 | 0.00/E | 0.00 |
| 1 | | | 1 | 9520 DEVELOPER | 4304 | 0.00/E | 0.00 |
| 1 | | | 1 | SILICON-FUSER OIL | 4213 | 0.00/E | 0.00 |
| | | | | FED ID #-660661761 | | | |
| | | | | SHIP TO-FOR UNIT 13 - | | | |
| | | | | U OF MD HEALTH CTR | | | |
| | | | | BLDG 140 ROOM 3110 3 RD FLOOR | | | |
| | | | | COLLEGE PARK MD 20742 | | | |
| | | | | 9520 ID-363697 S/N GR14000007 | | | |
| | | | IF | YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE | | | |
| | | | | PLEASE CALL THE CREDIT DEPARTMENT ON 921-1800. | | | |

ALL CLAIMS MUST BE PLACED WITHIN 5 DAYS
NO GOODS MAY BE RETURNED FOR CREDIT WITHOUT OUR PRIOR WRITTEN AUTHORITY
MAKE ALL CHECKS PAYABLE TO THE ORDER OF PAUL B. WILLIAMS, INC.

SALES TAX

SHIPPING & HANDLING

TOTAL DUE

SHIP TO:
STATE OF MD TREASURY
GOLDSTEIN TREASURY BLDG
80 CALVERT ST ROOM 21401
ANNAPOLIS, MD 21401
DR SUE TYLER

SOLD TO:
STATE OF MD TREASURY
GOLDSTEIN TREASURY BLDG
80 CALVERT ST ROOM 21401
ANNAPOLIS, MD 21401
ATTN: Accounts Payable

RETURN REMITTANCE COPY WITH YOUR PAYMENT TO
PAUL B WILLIAMS INC OF
P. O. BOX 10769
ROCKVILLE, MD. 20860

Original White - To Customer  Green - Entry Copy

BOOK 576 PAGE 37

**PAUL B. WILLIAMS, INCORPORATED**
2098 GAITHER ROAD
ROCKVILLE, MD 20850

INVOICE NUMBER: 11002709

CUSTOMER INVOICE COPY — PAGE 27

INVOICE

| INVOICE DATE | CUSTOMER ACCT. NO. | CUSTOMER P.O. NO. | SALES REPRESENTATIVE | ORDER NO. | TERMS |
|---|---|---|---|---|---|
| 10/23/91 | 18036362 | 02963934-P | | 363697 | NET 10 |

| QUANTITIES ORDERED | PREV INV | BACK ORD | THIS INV | DESCRIPTION | ITEM CODE | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|
| | | | | THANK YOU FOR YOUR ORDER | | | |
| | | | | IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE CREDIT DEPARTMENT ON 921-1800. | | | |

ALL CLAIMS MUST BE PLACED WITHIN 5 DAYS
NO GOODS MAY BE RETURNED FOR CREDIT WITHOUT OUR PRIOR WRITTEN AUTHORITY
MAKE ALL CHECKS PAYABLE TO THE ORDER OF PAUL B. WILLIAMS, INC.

SALES TAX: TAX-EXEMPT

SHIPPING & HANDLING:

TOTAL DUE: 11272.00

SHIP TO:
STATE OF MD TREASURY
GOLDSTEIN TREASURY BLDG
80 CALVERT ST ROOM 21401
ANNAPOLIS, MD 21401
DR SUE TYLER

SOLD TO:
STATE OF MD TREASURY
GOLDSTEIN TREASURY BLDG
80 CALVERT ST ROOM 21401
ANNAPOLIS, MD 21401
ATTN: Accounts Payable

RETURN REMITTANCE COPY WITH YOUR PAYMENT TO
PAUL B WILLIAMS INC OF
P. O. BOX 10769
ROCKVILLE, MD. 20850

Original White - To Customer  Green - Entry Copy

**EXHIBIT A-1**

**TO**

**EQUIPMENT SCHEDULE NO. 28**

**TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

**MORGAN STATE UNIVERSITY**

| Item No. | Description | Part No. | Qty. |
|---|---|---|---|

SEE ATTACHMENTS TO EXHIBIT A-2

**EQUIPMENT LOCATION:**

MORGAN STATE UNIVERSITY
WASHINGTON SERVICE CENTER
COLD SPRING LANE & HILLEN ROAD
BALTIMORE, MARYLAND 21239

91MNB
05/08/91

EXHIBIT A-2

TO

EQUIPMENT SCHEDULE NO. 28

TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

MORGAN STATE UNIVERSITY

| Vendor | Equipment Cost | Amount Financed | Acquisition Date |
|---|---|---|---|
| ENTRE COMPUTER CENTER | $141,800.00 | $141,800.00 | NOV 7, 1991 |

(SEE ATTACHED INVOICES)

91MNB
05/08/91

ENTRÉ COMPUTER CENTER®

1 Mall North, Columbia, MD 21044
Columbia/Balt. (301) 995-1050
Washington (301) 621-4530

**INVOICE**

BOOK 576 PAGE 40

Number 30121— 03326

Customer No. _____

Class of Trade: _____

Date: 09/27/91

| BILL TO: | SHIP TO: |
|---|---|
| Morgan State University<br>Accounts Payable<br>Cold Spring Lane & Hillen Road<br>Baltimore MD 21239- | Morgan State University<br>Washington Service Center<br>Cold Spring Lane & Hillen Road<br>Baltimore MD 21239- |

| Ship Via | F.O.B. | Terms | Paid By: Cash | Check | Charge |
|---|---|---|---|---|---|
| DELIVERY | DEST. | NET 30 | | | |

| Customer Order Number | Order Date | Sales Person | Entré Purchase Agreement No. |
|---|---|---|---|
| C002327 | | NYDELL | |

| Qty | Product Code | Description | Serial No. | Price |
|---|---|---|---|---|
| 50 | | IBM 8512 VGA Color Display<br>S/N: 1000225, 1000563, 10008199,<br>S/N: 1008040, 1000188, 1000186,<br>S/N: 1000180, 1000193, 1000199,<br>S/N: 1000206, 1000207, 1000210,<br>S/N: 1000222, 1000224, 1000165,<br>S/N: 1000163, 1000158, 1000144,<br>S/N: 1000132, 1000126, 1000120,<br>S/N: 1000105, 1000102, 1000099,<br>S/N: 1000089, 1000084, 1000076,<br>S/N: 1000065, 1000064, 1000058,<br>S/N: 1000053, 1000052, 0415528,<br>S/N: 0415195, 0415171, 0415153,<br>S/N: 0415107, 0415073, 0415039,<br>S/N: 02954434, 0743465, 0743147,<br>S/N: 0743082, 0743070, 0743216,<br>S/N: 1000003, 1000024, 1000045,<br>S/N: 1000040, 1000051 | | 20750.00 |

Fed ID # 52-1240940

Special Instructions:

| | |
|---|---|
| Sub-total | 20750.00 |
| Sales Tax | 0.00 |
| Total Price | 20750.00 |
| Less Deposit | 0.00 |

Received by: Mark Garland Date: 9/27/91

Subject to all terms and conditions on the reverse side hereof.

Original White • To Customer Green • Entré Corporate

BOOK 576 PAGE 41

ENTRÉ COMPUTER CENTER®

1 Mall North, Columbia, MD 21044
Columbia/Balt. (301) 995-1050
Washington (301) 621-4530

**INVOICE**

Number 30121— 03328

Customer No. _____

Date: 09/30/91

Class of Trade: _____

| BILL TO: | SHIP TO: |
|---|---|
| Morgan State University<br>Accounts Payable<br>Cold Spring Lane & Hillen Road<br>Baltimore MD 21239- | Morgan State University<br>Washington Service Center<br>Cold Spring Lane & Hillen Road<br>Baltimore MD 21239- |

| Ship Via | F.O.B. | Terms | Paid By | | |
|---|---|---|---|---|---|
| DELIVERY | DEST. | NET 30 | Cash | Check | Charge |
| | | | | | |

| Customer Order Number | Order Date | Sales Person | Entré Purchase Agreement No. |
|---|---|---|---|
| C002327 | 08/12/91 | NYDELL | |

| Qty | Product Code | Description | Serial No. | Price |
|---|---|---|---|---|
| 50 | | IBM PS/2 Model 55SX-60MB HD:2MB RAM | | 121050.00 |
| | | SN: 55CFG03 55DBX56 55DBX73 55DBX79 | | |
| | | SN: 55DBX80 55DBX81 55DBX82 55DBX83 | | |
| | | SN: 55DBX85 55DBX86 55DBX87 55DCA32 | | |
| | | SN: 55DCA34 55DCA90 55DCA91 55DCA96 | | |
| | | SN: 55DCC02 55DCC05 55DCC06 55DCC07 | | |
| | | SN: 55DCC16 55DCC23 55DCC30 55DCC39 | | |
| | | SN: 55DCC40 55DCC42 55DCC43 55DCC45 | | |
| | | SN: 55DCW61 55DCW67 55DCW71 55DCW76 | | |
| | | SN: 55DCX21 55DCX22 55DCX24 55DYZ59 | | |
| | | SN: 55DYZ61 55FAT56 55FGR21 55DBZ46 | | |
| | | SN: 55DCA68 55DCA94 55DCC04 55DCW74 | | |
| | | SN: 55FGT75 55DCW83 55DCW79 55DCW73 | | |
| | | SN: 55DCC10 55DWF54 | | |
| 50 | | 2MB Upgrades (installed) Total=4MB | | |
| 50 | | 3Com Network Adaptor (installed) | | |
| 50 | | IBM Mouse | | |
| 50 | | IBM DOS 5.0 | | |
| 50 | | Windows 3.0 | | |
| | | Fed ID #: 52-1240940 | | |

Special Instructions:

| | |
|---|---|
| Sub-total | 121050.00 |
| Sales Tax | 0.00 |
| Total Price | 121050.00 |
| Less Deposit | 0.00 |
| Balance Due | |

Received by: Mark Dorland Date: 9/30/91

Subject to all terms and conditions on the reverse side hereof.

Original White - To Customer Green - Entré Corporate

**EXHIBIT A-1**

**TO**

**EQUIPMENT SCHEDULE NO. 29**

**TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

**UNIVERSITY OF MARYLAND AT BALTIMORE**

| Item No. | Description | Part No. | Qty. |
|---|---|---|---|

SEE ATTACHMENTS TO EXHIBIT A-2

**EQUIPMENT LOCATION:**

UNIVERSITY OF MARYLAND AT BALTIMORE
MEDICAL FACULTY FOUNDATION
419 W. REDWOOD STREET
BALTIMORE, MARYLAND 21201

91MNB
05/08/91

# EXHIBIT A-2

TO

EQUIPMENT SCHEDULE NO. 29

TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

UNIVERSITY OF MARYLAND AT BALTIMORE

| Vendor | Equipment Cost | Amount Financed | Acquisition Date |
|---|---|---|---|
| XEROX CORPORATION | $12,345.00 | $12,345.00 | OCT 22, 1991 |

(SEE ATTACHED INVOICES)

91MNB
05/08/91

BOOK 576 PAGE 44

XEROX

**Customer Information**

XEROX CORPORATION
Major Acct Operations
1616 N Fort Myer Drive
Arlington, VA 22209

799522
*Purchase Order Number*

*Special Reference*
011066302
*Contract Number*
Payable Upon Receipt
*Terms Of Payment*

*Telephone* 703-247-6684
*Please Direct All Inquiries To:*
*Ship To/Installed At*

UMMFF (Univ of MD)
Medical Faculty Foundation
419 W. Redwood St.
Baltimore, MD 21201

*Bill To*

State of Maryland
Office of The Treasurer
80 Calvert Street # 214
Annapolis, MD 21401
Attn: Gary Aamold

09/03/91
*Invoice Date*
030179464
*Invoice Number*
000107680
*Customer Number*

**Invoice**

ESCN 095549416

| | | |
|---|---|---|
| Sale of 5052 Copier | Ser. # 15P-354091 | 13,395.00 |
| Less sale credit | | 1,050.00CR |
| Sale of accessories/features | | |
| Finisher | Ser. # 48R-052005 | Incl |
| Document Handler | Ser. # 97N-253103 | Incl |
| | Subtotal | 12,345.00 |
| | Total | 12,345.00 |

Total warranty - 1 month
Order # 025940 CML - C6
Installation date 08/30/91
Order date 08/26/91
Installation reading - meter 1 7532
Your purchase order 799522 expires 09/30/91
Please initiate an amendment or renewal order

*Detach original and return with payment*

**Payment**

*Ship To*

UMMFF (Univ of MD)
Medical Faculty Foundation
419 W. Redwood St.
Baltimore, MD 21201

*Bill To*

State of Maryland
Office of The Treasurer
80 Calvert Street # 214
Annapolis, MD 21401
Attn: Gary Aamold

*Contact Customer Service Department For Change of Address*
*Send Payment To:*

Xerox Corporation
The Gateway Centre
Xerox Square-870-87L
Rochester, NY 14664

*For Xerox Use Only*

00-495-28261-4 000107680 030179464 09/03/91

023128

*When Paying Electronically See Reverse Side*
*INVOICE AMOUNT*

PLEASE PAY THIS AMOUNT > $12,345.00

**EXHIBIT A-1**

**TO**

**EQUIPMENT SCHEDULE NO. 30**

**TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

**UNIVERSITY OF MARYLAND AT BALTIMORE**

| Item No. | Description | Part No. | Qty. |
|---|---|---|---|

SEE ATTACHMENTS TO EXHIBIT A-2

**EQUIPMENT LOCATION:**

UNIVERSITY OF MARYLAND AT BALTIMORE
MICROBIOLOGY
13 FLOOR
655 W. BALTIMORE STREET
BALTIMORE, MARYLAND 21201

91MNB
05/08/91

**EXHIBIT A-2**

**TO**

**EQUIPMENT SCHEDULE NO. 30**

**TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

**UNIVERSITY OF MARYLAND AT BALTIMORE**

| Vendor | Equipment Cost | Amount Financed | Acquisition Date |
|---|---|---|---|
| XEROX CORPORATION | $23,570.00 | $23,570.00 | OCT 22, 1991 |

(SEE ATTACHED INVOICES)

91MNB
05/08/91

BOOK 576 PAGE 47

XEROX

**Customer Information**

XEROX CORPORATION
Major Acct Operations
1616 N Fort Myer Drive
Arlington, VA 22209

*Telephone* 703-247-6684
*Please Direct All Inquiries To:*

798411
*Purchase Order Number*

*Special Reference*

011066302
*Contract Number*

Payable Upon Receipt
*Terms Of Payment*

*Ship To/Installed At*

Univ of MD at Baltimore
Microbiology
13 Floor
655 W. Baltimore Street
Baltimore, MD 21201

*Bill To*

State of Maryland
Office of The Treasurer
80 Calvert Street # 214
Annapolis, MD 21401
Attn: Gary Aamold

09/03/91
*Invoice Date*

030179471
*Invoice Number*

000107680
*Customer Number*

**Invoice**

ESCN 095762845

| | | |
|---|---|---|
| Sale of 5065 Fin Copier | Ser. # 0C4-404658 | 23,570.00 |
| Finisher | Ser. # 1C0-040251 | Incl |

| | |
|---|---|
| Subtotal | 23,570.00 |
| Total | 23,570.00 |

Total warranty - 3 months
Order # 025919 CML - C2
Installation date 08/30/91
Order date 08/08/91
Installation reading - meter 1 62024
Your purchase order 798411 expires 09/30/91
Please initiate an amendment or renewal order

**Payment**

*Detach original and return with payment*

*Ship To*

Univ of MD at Baltimore
Microbiology
13 Floor
655 W. Baltimore Street
Baltimore, MD 21201

*Bill To*

State of Maryland
Office of The Treasurer
80 Calvert Street # 214
Annapolis, MD 21401
Attn: Gary Aamold

*Contact Customer Service Department For Change of Address*
*Send Payment To:*

Xerox Corporation
The Gateway Centre
Xerox Square-870-87L
Rochester, NY 14664

*For Xerox Use Only*

023123

00-495-28261 4 000107680 030179471 09/03/91

*When Paying Electronically See Reverse Side*
*INVOICE AMOUNT*

PLEASE PAY THIS AMOUNT $23,570.00

TO BE RECORDED IN:
[ ] UCC Records, Clerk of the Circuit Court, Montgomery County, Maryland
[X] UCC Records, Clerk of the Circuit Court, Anne Arundel County, Maryland
[ ] Financing Statement Records, Maryland State Department of Assessments and Taxation
[ ] Office of the Recorder of Deeds of the District of Columbia

**STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.**

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

| | |
|---|---|
| File Number of original Financing Statement: | Instrument No. 283032<br>Recorded on 02/22/91 -- As assigned |
| Record Reference: | Liber 565, Folio 256,<br>Liber 565, Folio 258 |
| Maturity date (if any): | |
| Name of Debtor(s) or Assignor(s): | Admiral Oaks Limited Partnership, a Maryland limited partnership<br>4340 East West Highway, Suite 300<br>Bethesda, Maryland 20814 |
| Name of Secured Party or Assignee: | Crestar Bank<br>Suite 1100<br>3110 Fairview Park Drive<br>Falls Church, Virginia 22042 |

RECORD FEE 10.00
POSTAGE .50
#309310 C489 R02 T09:17
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

**CHECK APPLICABLE STATEMENT:**

[ ] **CONTINUATION** -- The original Financing Statement identified above by file number is still effective.
[X] **TERMINATION** -- The original Financing Statement identified above by the 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**

**Secured Party or assignee**

CRESTAR BANK
(Corporate, Trade or Firm Name)

Robert J. Lavery
(Signature of Secured Party)

ROBERT J. LAVERY VICE PRESIDENT
(Type or print name under signature and give title -- Signatures must be in ink)

10.00
10

16 50
AA
PE

BOOK 576 PAGE 49

# MARYLAND FINANCING STATEMENT AMENDMENT

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

Roll No. 503 Page No. 390

Identification No. 264177 Dated 10/3/86

1. Debtor(s) { Daniel W. McNew, J. Kent McNew, Eastern Petroleum Corporation, M&M Enterprises
Name or Names — Print or Type
33 Hudson Street, Annapolis, Maryland 21401
Address — Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names — Print or Type
18 West Street, Annapolis, Maryland 21401
Address — Street No., City - County State Zip Code

3. Maturity Date (if any) _____

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

To add as Debtors:

NANCY P. MCNEW

CAROLE R. MCNEW

RECORD FEE 10.00
POSTAGE .50
W309540 C489 R02 T09:32
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

DEBTORS

Nancy P. McNew
NANCY P. MCNEW

J. KENT MCNEW

Carole R. McNew
CAROLE R. MCNEW

DEBTORS

D. W. McNew
DANIEL W. MCNEW

EASTERN PETROLEUM CORPORATION
J. KENT MCNEW, PRESIDENT

DEBTOR

M & M Enterprises

(Signature)
J. Kent McNew, President

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

(Signature of Loan Officer)
Nicholas P. Lambrow, Vice President
(Print Name and Title)
18 West Street, Annapolis, Maryland 21401
(Address)

10.00

BS-1216C-8406

BOOK 576 PAGE 50

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259540

RECORDED IN LIBER 492 FOLIO 347 ON 12-9-85 (DATE)

1. DEBTOR

Name BALTAN, INC.

Address 539 DEVONSHIRE COURT, SEVERNA PARK, MD 21146

2. SECURED PARTY

Name SECOND NATIONAL BUILDING & LOAN NKA SECOND NATIONAL FSB

Address P.O. BOX 2558, SALISBURY, MD 21802

ATTN: SHERRI WEBSTER, BANKING DEPT.

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

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#309560 C489 R02 T09:33
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

Dated DECEMBER 24, 1991

Joy J. Custis
(Signature of Secured Party)

JOY J. CUSTIS, VICE PRESIDENT
Type or Print Above Name on Above Line

10.00
.50

BOOK 576 PAGE 51

State _____

County/City Anne Arundel Co.

**TERMINATION STATEMENT**

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

This Termination Statement shall apply to Original Financing Statement, Identifying File No. 246370 recorded in Liber 459, Folio 317 on 3/1/83 19____.

1. Debtor(s):

Name(s) American Tank Transport, Inc.

Address 6350 Ordnance Point Road

Curtis Bay, Maryland 21225

RECORD FEE 10.00
POSTAGE .50
#309580 C489 R02 T09:35
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

2. Secured Party:

Name Union Trust Company of Maryland - Now known as Signet Bank.MD

Address 210 Guilford Avenue

Baltimore, Maryland 21202

The Secured Party further certifies they no longer claim a security interest under the original Financing Statement referred to above.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return same to the party designated below:

RETURN TO: Debtor's Address

Secured Party:

Signet Bank/Maryland

By: Mary C. Stafford

Mary C. ~~Stafford, Asst. Vice~~ Pres.
(Type Name and Title)

Dated November 17, 1991

15

10.00

State _____ BOOK 576 PAGE 52

County/City Anne Arundel Co.

## TERMINATION STATEMENT

Assignee

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

This Termination Statement shall apply to Original Financing Statement, Identifying File No. 254978 recorded in Liber 480, Folio 536 on 12/19/19 84.

RECORD FEE 10.00
POSTAGE .50
#309590 C489 R02 T09:35
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

1. Debtor(s):

Name(s) American Tank Transport, Inc.

Address 6350 Ordnance Road

Curtis Bay, Maryland 21226

Assignee

2. Secured Party:

Name Union Trust Company of Maryland - Now known as Signet Bank/MD

Address W.R. Grace Building- 10 East Baltimore Street

Baltimore, Maryland 21202

Assignee

The Secured Party further certifies they no longer claim a security interest under the original Financing Statement referred to above.

Assignee

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return same to the party designated below:

RETURN TO: Debtor's Address

Assignee

Secured Party:

Signet Bank/Maryland

By: Mary C. Stafford

Mary ~~C. Stafford, Asst. Vice~~ Pres.
(Type Name and Title)

Dated: November 17, 19 91

15 15

10.00
.50

State _____ BOOK 576 PAGE 53

County/City Anne Arundel County Chattel

**TERMINATION STATEMENT**

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

This Termination Statement shall apply to Original Financing Statement, Identifying File No. 254979 recorded in Liber 480, Folio 542 on 12/19/19 84.

1. Debtor(s):

Name(s) American Tank Transport, Inc.

Address 6350 Ordnance Road

Curtis Bay, Maryland 21226

RECORD FEE 10.00
POSTAGE .50
#309600 C489 R02 T09:35
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

2. Secured Party:

Name Union Trust Company of Maryland- Now known as Signet Bank/MD

Address W.R. Grace Building- 10 East Baltimore Street

Baltimore, Maryland 21202

The Secured Party further certifies they no longer claim a security interest under the original Financing Statement referred to above.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return same to the party designated below:

RETURN TO: Debtor's Address

Dated: November 17, 19 91

Secured Party:

Signet Bank/Maryland

By: Mary C. Stafford

Mary C. Stafford, Asst. Vice Pres.
(Type Name and Title)

16.8

10.50

285346

BOOK 576 PAGE 54

# 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 Austin & Lukens, Inc.

Address 504 Fox Den Lane, Millersville, MD 21108

2. SECURED PARTY

Name Diversified Leasing, Inc.

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

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

3. Maturity date of obligation (if any)_____

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

See Exhibit A attached hereto and made a part hereof.

RECORD FEE 11.00
POSTAGE .50
#309650 C489 R02 T09:39
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

**CHECK ☒ THE LINES WHICH APPLY**

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

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

NOT SUBJECT TO RECORDATION TAX.
PURSUANT TO SECTION 12-108 (K) (5) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS FILED TO PUBLICIZE A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

William W Lukens
(Signature of Debtor)

WILLIAM W LUKENS - PRES.
Type or Print Above Signature on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Larry Summers
(Signature of Secured Party)

LARRY L. SUMMERS
Type or Print Above Name on Above Line

11 02 92

EXHIBIT A

DESCRIPTION OF EQUIPMENT

| | |
|---|---|
| One (1) | John Deere Model 310C Wheel Loader Backhoe, S/N:743464, with ROPS Cab, Extendahoe Wainroy Coupler with 12", 18", 24", and 30" buckets |
| One (1) | 1990 Ford F800 Dump Truck, VIN1FDXK84A0LVA09505, with 10 cu. yd. Snyder Steel Dump Body |
| One (1) | Ingersol Rand Model 185 Air Compressor, S/N:153759V86957 mounted on wheels with hoses and hammers |
| One (1) | Parsons Model 750 combination Plow/Trencher, S/N:750020H |
| One (1) | 1987 Interstate Model 18BST Tri Axle Trailer, VIN1JK0BS304HA090019 |

with all accessories, attachments and replacements.

Austin & Lukens, Inc.
Type Full Legal Company Name

William W Lukens WILLIAM W LUKENS
Signature Print Name

PRESIDENT
Title

December 16, 1991
Date

285347

BOOK 576 PAGE 56

The underlying secured transaction being publicized by this Financing Statement ☐ is ☑ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: $_____.

**MARYLAND FINANCING STATEMENT FORM**

TO BE RECORDED IN LAND RECORDS ☐YES ☑NO

ANNE ARUNDEL COUNTY, MARYLAND

This Financing Statement dated 12-15-1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| | |
|---|---|
| Debtor(s) (Last Name First) and mailing address:<br><br>**Chase Construction Services Limited, Inc.**<br>**550-M Ritchie Highway, Suite 126**<br>**Severna Park,, MD 21146** | Check the box indicating the kind of statement.<br>Check only one box.<br><br>(X) ORIGINAL FINANCING STATEMENT<br>( ) CONTINUATION ORIGINAL STILL EFFECTIVE<br>( ) AMENDMENT<br>( ) ASSIGNMENT<br>( ) PARTIAL RELEASE OF COLLATERAL<br>( ) TERMINATION |
| Name and address of Secured Party<br><br>**SUBURBAN BANK OF MARYLAND**<br>**7505 Greenway Center Drive**<br>**P O Box 298**<br>**Greenbelt, MD 20768** | Name and address of Assignee |
| Date of maturity, if any | Check if proceeds/products of collateral are covered. (X) |

RECORD FEE 11.00
POSTAGE .50
#309660 C489 R02 T09:40
01/03/92
MARY M. ROSE
CLK CIRCUIT COURT

BL CLERK

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).**

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.

| | |
|---|---|
| **Chase Construction Services Limited, Inc.**<br><br>**By: Lauren D. Chase, President** | **SUBURBAN BANK OF MARYLAND** |
| **Signature of Debtor** | **Signature of Secured Party** |

11.00
.50

STATE OF MARYLAND

BOOK 576 PAGE 57

# FINANCING STATEMENT FORM UCC-1

Identifying File No. 285348

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. ☐

**INSTALLMENT LOAN PLAN NOT SUBJECT TO RECORDATION TAX. CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX.**

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

RECORD FEE 11.00
POSTAGE .50
#309670 C489 R02 T09:40
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name K & K Trash Removal, Inc.

Address Box 237, Queenstown Road, Severn, MD 21144

2. SECURED PARTY

Name Circle Business Credit, Inc.

Address P.O. Box 436497, Louisville, KY 40253

BL CLERK

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

3. Maturity date of obligation (if any)_____

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

One (1) 1982 Mack MR685S Truck S/N 1M2K127C4CM005812 with One (1) 1982 Heil Model Formula 5000 Rear Load Packer Body S/N FP0505 including all attachments, additions, replacements, and substitutions to or of said equipment, and all future advances, contract rights, and any and all equipment of any description, now owned or hereafter acquired.

Name and address of Assignee: None

**FILED WITH ANNE ARUNDEL COUNTY MARYLAND**

**CHECK ☒ THE LINES WHICH APPLY**

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

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

EQUIPMENT LEASES ARE SUBJECT TO RECORDATION TAX UNLESS TO PERFECT A SECURITY INTEREST TAKEN OR RETAINED BY A SELLER OF COLLATERAL TO SECURE ALL OR PART OF ITS PRICE

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

K & K Trash Removal, Inc.

Melvin J. Kelly - Pres.

(Signature of Debtor)

Melvin Kelly, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Circle Business Credit, Inc.

Paula Ulery

(Signature of Secured Party)

Paula Ulery

Type or Print Above Signature on Above Line

11.00

STATE OF MARYLAND BOOK 576 PAGE 58

# FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

285349

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 BECAUSE THIS IS A FILING FOR PRECAUTIONARY PURPOSES ONLY.

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

1. ~~DEBTOR~~ Consignee

Name: Ames Department Stores, Inc., Debtor and Debtor in Possession

Address: 2418 Main Street, Rocky Hill, CT 06067

2. ~~SECURED PARTY~~ Consignor

Name: L'eggs Products, a division of Sara Lee Corporation

Address: 470 Hanes Mill Road, Winston-Salem, NC 27105

RECORD FEE 11.00
POSTAGE .50
#309850 C489 R02 T10:14
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

BL CLERK

3. Maturity date of obligation (if any) _____

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

See Exhibit 1 attached hereto and forming a part hereof for a description of the consigned goods and inventory.

Name and address of Assignee

1009184-95/2669LO

File with the Clerk of the Circuit Court of Anne Arundel, MD

**CHECK ☒ THE LINES WHICH APPLY**

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

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

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

**RETURN TO:**
**LEXIS ® DOCUMENT SERVICES**
PO Box 2969
[illegible]

David H. Lissy

(Signature of ~~Debtor~~) Consignee

David H. Lissy-VP

Ames Department Stores, Inc., Debtor and Debtor in Possession

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

L'eggs Products, a division of Sara Lee Corporation

Type or Print Above Signature on Above Line

11.00
.50

**EXHIBIT 1 ATTACHED TO AND FORMING A PART OF A FINANCING STATEMENT BETWEEN AMES DEPARTMENT STORES, INC., DEBTOR AND DEBTOR IN POSSESSION, CONSIGNEE, AND L'EGGS PRODUCTS, A DIVISION OF SARA LEE CORPORATION, CONSIGNOR**

**DESCRIPTION OF CONSIGNED GOODS**

a. This financing statement is filed to give public notice that Consignor has title to and an interest in certain inventory, goods, merchandise, and other personal property, which may now or hereafter be placed in the possession of Consignee by Consignor, or any of its successors, parents, or affiliates, including but not limited to all hosiery, pantyhose, and related products bearing the trade name L'eggs (hereinafter "Products"), and equipment displays for maintaining a visible stock of the Products, which are held for sale, now or hereafter in the possession, custody, or control of Consignee, wherever located, which are manufactured, sold, or distributed by Consignor, or any of its successors, parents, or affiliates, or carrying the trade name or trade style of Consignor, or any of its successors, parents, or affiliates; and

b. All parts, accessories, additions, replacements, and substitutions thereto and therefor (including all returns and repossessions), and all proceeds from the sale or other disposition of the foregoing.

Consignee:

Ames Department Stores, Inc.
Debtor and Debtor in Possession
2418 Main Street
Rocky Hill, CT 06067

By: David H. Lissy

Title: Vice President

Consignor:

L'eggs Products, a Division of
Sara Lee Corporation
470 Hanes Mill Road
Winston-Salem, NC 27105

By: _____

Title: _____

STATE OF MARYLAND

# FINANCING STATEMENT FORM UCC-1

285350 BOOK 576 PAGE 60 12.50

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 11/16/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Joanne & Mark Radcliff.

Address 301 Cadle Ave Edgewater Md.

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING

Address 24 B Defence St.

Annapolis, MD 21401

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

3. Maturity date of obligation (if any) 12/16/94

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

Water Cond. System.

BL CLERK

RECORD FEE 12.00
POSTAGE .50
#594040 C603 R04 T10:38
01/03/92

**CHECK ☒ THE LINES WHICH APPLY**

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

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

SAME AS ABOVE

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

MARK RADCLIFF

Type or Print Above Name on Above Line

(Signature of Debtor)

Joanne Radcliff.

Type or Print Above Signature on Above Line

(Signature of Secured Party)

MICHAEL D. GURDY

Type or Print Above Signature on Above Line

Anne Arundel County
A/C# C-02-08199-0

# STATE OF MARYLAND

BOOK 576 PAGE 61

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 280426

RECORDED IN LIBER 554 FOLIO 59 ON 3/29/90 (DATE)

1. DEBTOR

Name Hamilton, Viola E. & Wilson, Caralis O., Individually and as Co-Partners

Address 1068 MD Rt. 3 South Gambrills, MD 21054

2. SECURED PARTY

Name Orix Credit Alliance, Inc.

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Orix Credit Alliance, Inc. P.O. Box 676 Hanover, MD 21076
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50
R574040 C403 R04 T10:40
01/03/92
MARK H. ROSE
AA CO. CIRCUIT COURT
BL CLERK

CHECK ☒ FORM OF STATEMENT

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

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

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

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

**AMENDMENT**

**To Amend Original Financing Statement as follows:**
**See Letter Agreement attached hereto.**

**To Correct the Secured Party's Address as follows:**

**From:** P.O. Box 1680, 500 DiGiulian Blvd.
Glen Burnie, MD 21061

**To:** P.O. Box 676, 1331A Ashton Road
Hanover, MD 21076

Viola E. Hamilton & Caralis O. Wilson,
Individually and as Co-Partners

By: X Viola E. Hamilton
(Signature of Debtor)

By: X Caralis O. Wilson
~~Type or Print Above Name on Above Line~~

Orix Credit Alliance, Inc.

John P. White
(Signature of Secured Party)

~~FRANKIE TETLOW, ASST. OPER. MGR.~~
Type or Print Above Name on Above Line
John P. White, Asst. Oper. Mgr.

Dated 12/23/91

**ORIX CREDIT ALLIANCE, INC.**
300 Lighting Way
Secaucus, NJ 07096-1525

BOOK 576 PAGE 62

Re: Account # 1-561W-C-02-08199-0

Gentlemen:

The undersigned is indebted to you in the sum of $ 14,560.00, representing the present Unpaid Balance owing to you under a Conditional Sale Contract/Mortgage/Lease (herein called "Contract"), dated March 21, 1990 and/or a note or notes issued pursuant thereto (herein called "Notes"), if any, between the undersigned as obligor and/or maker (or its predecessor in interest) and Washington Freightliner, Inc. as obligee and/or payee, covering property described therein and now located at: 1068 MD Rt. 3 South Gambrills, MD 21054

The undersigned requests you to extend the time of payment of said Unpaid Balance so that it will be payable in consecutive monthly installments with the first installment being due on January 7, 19 92, and subsequent installments on the same day of each succeeding month thereafter until paid, * ~~as follows: _____ installments, each in the amount of $_____~~

***as shown on the Schedule "A" attached hereto.**

In order to induce you to agree to the foregoing extension, and in consideration of your so doing, the undersigned warrants that the Unpaid Balance is a valid, binding and existing obligation of the undersigned, due and payable without any defense, counterclaim or offset whatsoever, and promises and agrees to pay the Unpaid Balance to your order according to the terms set forth above, at your office or such other place of payment you may designate, and in the event of a default in the payment of any amount when due or otherwise under the Contract, the entire unpaid indebtedness shall, at your option, to the extent permitted by applicable law, immediately become due and payable and you may enforce your rights and remedies under the Contract and/or Notes as if this extension had not been granted, and the undersigned grants you 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 or hereafter acquired to secure the payment, performance and fulfillment of all obligations of the undersigned to you now existing or hereafter incurred, whether direct or indirect and whether acquired by you by assignment from the above obligee or another and whether or not now contemplated by us. 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 but not to exceed any maximum permitted by law. You are authorized to file financing statements or a reproduction hereof as a financing statement.

The undersigned further acknowledges and warrants that legal title to or a first lien upon the property described in the Contract is and shall continue to be vested in you, your successors and assigns, until the undersigned has paid in full, and has performed all of its obligations to you, with interest, whether under the Contract and/or Notes or otherwise. If a note or notes are delivered to you pursuant hereto they shall be deemed only evidence of said indebtedness and not payment thereof until such notes are collected by you in full. Your acceptance hereof shall in no manner prejudice your rights or alter your position under the Contract and/or Notes. **As part of the consideration for your acceptance hereof, the undersigned hereby: (a) 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 its true and lawful attorney-in-fact and agent for it and in its name, place and stead to accept service of any process within the State of New York, you agreeing to send notice thereof to the undersigned at the address shown hereinbelow, or if none be shown hereinbelow, at the last known address of the undersigned according to your records, by certified mail, within three days of such service having been effected; (b) agrees 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 collateral; (c) waives any right it may have to transfer or change the venue of any litigation brought in accordance herewith; and (d) waives any and all rights to a trial by jury in any action based hereon, or arising hereunder or under the Contract. Any rate fee or charge ("rate") charged, to be charged or provided for in any way hereunder, under the Contract and/or the Notes, shall not in any event exceed any maximum permitted by applicable law and any such rate is hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum hereunder. Any provision hereof or of the Contract or of the Notes violative of applicable law shall not be effective for any purposes whatsoever but without effecting any other provisions of said documents. Except as herein specifically modified, all of the terms, provisions and conditions of the Contract and Notes remain and continue in full force and effect and binding upon the undersigned.**

Dated: December 20, 1991

Very truly yours,
**Viola E. Hamilton & Caralis O. Wilson,**
**Individually and as Co-Partners**

Witness or Attest: _____

Address: _____

By: X Viola E Hamilton (Seal)
(Title)

By: X Caralis O. Wilson

**ORIX Credit Alliance, Inc.:**
We consent to the above, request you to accept the same, and agree that any and all of your rights of recourse to us shall not thereby be diminished, altered or affected.

Dated: _____, 19____

Address: _____

_____
(Original Vendor-Mortgagee-Lessor)

By: _____ (Seal)

_____
(Title)

**Accepted at New York, New York**

**ORIX CREDIT ALLIANCE, INC.**

By: _____

CA-L-12E

**Provident** BANK OF MARYLAND

Anne Arundel County
NOT SUBJECT TO RECORDATION TAXES

$10.50

BOOK 576 PAGE 63

# 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 original Financing Statement, Identifying File No. 277789 recorded in Liber 543, Folio 10 on June 28, 19 89.

1. DEBTOR(S):

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

Address(es) 903 Sunnybrook Court
Glen Burnie, Maryland 21061

2. SECURED PARTY:

Name Signet Bank/Maryland

Address Baltimore & St. Paul Streets
Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned if different from above.
Provident Bank of Maryland
114 E. Lexinton Street
Baltimore, Maryland 21202

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.

RECORD FEE 10.00
POSTAGE .50
01/03/92

8.

BL CLERK

9. DEBTOR:

SECURED PARTY:

Signet Bank/Maryland

By Gloria U. Bolton

Gloria U. Bolton, Loan Admin. Officer
(Type, Name and Title)

10.00

Form No. 3455 (3/87)

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

BOOK 576 PAGE 64

285351

**UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1**

REORDER FROM
**Registré, Inc.**
514 PIERCE ST.
ANOKA, MN 55303
(612) 421-1713

**INSTRUCTIONS:**

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

12/18/91 JNI JLPEREGOY 8-233-2703 11 50 ANNE ARUNDEL

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)
COMDISCO INC
742-760 OLD HAMMONDS
FERRY RD
LINTHICUM HTS, MD 21090

2. Secured Party(ies) and address(es)
IBM CREDIT CORPORATION
DEPT. C4D MS 7A
290 HARBOR DRIVE
STAMFORD, CT 06904

3. Maturity date (if any):

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

RECORD FEE 11.00
POSTAGE .50
#594190 C603 R04 T10:55
01/03/92

4. This financing statement covers the following types (or items) of property:
IBM EQUIPMENT (INCLUDING ALL ADDITIONS, ACCESSIONS AND UPGRADES) REFERENCED ON IBM SUP #507330 DATED 12/06/91

| QTY-TYPE | QTY-TYPE | QTY-TYPE | QTY-TYPE |
|---|---|---|---|
| 200-3472 | - | - | - |
| - | - | - | - |
| - | - | - | - |

RECORDATION TAX NOT REQUIRED
SELLER RETAINING EQUIPMENT FOR PRICE

5. Assignee(s) of Secured Party and Address(es) MARY M. ROSE
AA CO. CIRCUIT COURT

BL
CLERK

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

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

Filed with: COMDISCO INC

IBM CREDIT CORPORATION

ATTORNEY IN FACT
By: R. MURPHY
Signature(s) of Debtor(s)

By: M. HIGGS
Signature(s) of Secured Party(ies)

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

LOG NUMBER: U1352175234

acct# 05582510 47152

STATE OF MARYLAND

285352 BOOK 576 PAGE 65

**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. $ [redacted] | If this statement is to be recorded in land records check here. ☐ |
|---|---|

This financing statement Dated 12/2/91 is presented to a filing officer for filing purusant to the Uniform Commerical Code.

1. DEBTOR

Name Mildred R. Owens

Address 853 Saint George Barlan Rd Davidsonville, Md 21035
Anne Arundel Co

2. SECURED PARTY

Name Sears Roebuck + Co

Address 15500 Annapolis Rd
Bowie, Md 20715

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

3. Maturity date of obligation (if any) _____

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

Labor + Materials to install Roof $ 5760.00

Secured party is seller.
Exempt from recordation tax
under 12-108 (k) (4).

**CHECK ☒ THE LINES WHICH APPLY**

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

RECORD FEE 11.00
POSTAGE .50
#594130 C603 R04 T10:47
01/03/92

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

☐ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

BL CLERK

Mildred R. Owen
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Sears, Roebuck & Co
(Signature of Secured Party)

P.H. Chesser Credit Mgr.
Type or Print Above Signature on Above Line

043659

BOOK 576 PAGE 66

285353

Debtor or Assignor Form

# FINANCING STATEMENT

☐ Not subject to Recordation Tax

☒ Subject to Recordation Tax; Principal Amount is $ 62,500.00

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

| Name of Debtor | Address |
|---|---|
| Kevin R. Doring, DDS | South River Medical Center<br>2979 Solomons Island Road<br>Edgewater, Maryland 21037 |

RECORD FEE 21.00
RECORD TAX 437.50
POSTAGE .50

## SECURED PARTY

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

Attach separate list if necessary

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

All inventory and equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such inventory and equipment. Including but note limited to - see attached schedule A, page 1-4.

01/24/00 C603 R04 T10:57

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

01/03/92

BL CLERK

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

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

Debtor (or Assignor)

Kevin R. Doring, DDS

Secured Party (or Assignee)

**FARMERS NATIONAL BANK OF MARYLAND**

BY Mary Jo Clark
Mary Jo Clark, AVP

Type or print names under signatures

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

CHATHAM DENTAL SUPPLY

043659

1500 B Caton Center Drive
Baltimore, MD 21227
(301) 525-3365
Toll Free 1-800-543-4533

BOOK 576 PAGE 67

December 17, 1991 SCHEDULE A - PAGE 1

Appraisal for Dr. Kevin R. Doring

Room One

1 P&C Track Light
1 A-Dec Chair
1 A-Dec 12 o'clock Unit and Cabinet
1 Dr's Stool
1 Assistant's Stool
1 Curing Light
1 A-Dec Side Cabinet
1 Kavo F.O. Handpiece
1 Star L.S. Handpiece
1 Titan Scaler
1 N2O Outlet

Room Two

1 P&C Track Light
1 A-Dec Chair
1 A-Dec 12 o'clock Unit and Cabinet
1 A-Dec Side Cabinet
1 Dr's Stool
1 Assistant's Stool
1 Curing Light
1 Amalgamator
1 X-Ray Unit
1 Orthodontic Mobile Cabinet
2 Kavo F.O. Handpieces
1 Star L.S. Handpiece
1 N2O Outlet
1 Titan Scaler

043659

CHATHAM DENTAL SUPPLY

1500 B Caton Center Drive
Baltimore, MD 21227
(301) 525-3365
Toll Free 1-800-543-4533

BOOK 576 PAGE 68

SCHEDULE A - PAGE 2

Room Three

1 P&C Track Light
1 A-Dec Chair
1 A-Dec 12 o'clock Unit and Cabinet
1 A-Dec Side Cabinet
2 Kavo F.O. Handpieces
1 Star L.S. Handpiece
1 Titan Scaler
1 Wehmer Cephalometric X-Ray
1 Gendex X-Ray
1 N2O Outlet
1 Curing Light

Lab

1 Model Trimmer
1 Lab Engine
1 Lathe with Trays
1 Vacuum
1 Compressor

Misc.

1 Gendex Panoramic X-Ray
1 Datascope Vital Signs Monitor
1 Pulse Oximeter
1 Central N2O Delivery System
1 N2O Mobile Stand

Total Value - $69,500.00

John A. Chatham III

John A. Chatham III

043659

CHATHAM DENTAL SUPPLY

1500 B Caton Center Drive
Baltimore, MD 21227
(301) 525-3365
Toll Free 1-800-543-4533

BOOK 576 PAGE 69

December 4, 1991 SCHEDULE A - PAGE 3

## Appraisal for Dr. William Harrison

### Room One

1 P&C Light
1 D/E Chair
1 Adec Cart
1 Dr.'s Stool
1 Assistant's Stool
1 Weber X-ray
1 Denmat Curing Light
1 Silamat Amalgamator
1 HS Handpiece
1 LS Handpiece
1 N2O Outlet

### Room Two

1 P&C Light
1 D/E Chair
1 Adec Cart
1 Dr.'s Stool
1 Assistant's Stool
1 Weber X-ray
1 Vivadent Curing Light
1 HS Handpiece
1 LS Handpiece
1 N2O Outlet
1 N2O Head
1 Panoral X-ray
1 Silamat Amalgamator
1 Pulptester

CHATHAM
DENTAL
SUPPLY

043659
1500 B Caton Center Drive
Baltimore, MD 21227
(301) 525-3365
Toll Free 1-800-543-4533

BOOK 576 PAGE 70

SCHEDULE A - PAGE 4

Room Three

1 Automatic Processor
1 D/E Chair
1 P&C Light
1 Adec Cart
1 Dr.'s Stool
1 Gendex X-ray
1 Caulk Prisma Light
1 LS Handpiece
1 Titan Scaler
1 Cavitron
1 N20 Outlet

Lab

1 Model Trimmer
1 Astron Curing System
1 Red Wing Lathe
3 Articulators
1 HS Handpiece
1 Vac U Former

Sterilization

1 P&C Autoclave
1 Ultrasonic Cleaner
1 P&C Compressor
1 P&C Vacuum

Total Value $42,000.00

STATE OF MARYLAND ANNE ARUNDEL COUNTY_MD

BOOK 576 PAGE 71

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

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 267661

**RECORDED IN LIBER** 512 **FOLIO** 347 **ON** 5/20/87 **(DATE)**
ASSIGNMENT 11/6/87

**1. DEBTOR**

**Name** George M. King Contractors, Inc.

**Address** 1790 Severn Chapel Road, Millersville, MD 21108

**2. SECURED PARTY**

**Name** Concord Commercial Corporation

**Address** 210 Goddard Blvd., King of Prussia, PA 19406

Concord Commercial Corporation 70 Valley Stream Parkway Malvern, PA 19355
**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
RECEIPT# 0603 R04 T10:57
01/03/92

BL CLERK

**CHECK ☒ FORM OF STATEMENT**

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

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

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

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

TERMINATION

**Dated** November 21, 1991

(Signature of Secured Party)

Concord Commercial Corporation
**Type or Print Above Name on Above Line**

STATE OF MARYLAND

BOOK 576 PAGE 72

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283769

RECORDED IN LIBER 568 FOLIO 270 ON May 31, 1991 (DATE)

1. DEBTOR

Name Marie Schultz and Lillian Wentworth

Address 706 Holy Cross Road, Brooklyn, Anne Arundel County, Maryland 21225

2. SECURED PARTY

Name Chrysler First Financial Services Corporation

Address 8600 Lasalle Road, Suite 674, Oxford Bldg.

Towson, Maryland 21204
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

RECORD FEE 10.00
#594220 C603 R04 T10:58
01/03/92

property addreess:
706 Holy Cross Road
Brooklyn, Anne Arundel County, MD 21225

BL CLERK

Dated 12/20/91

Victoria Sessions
(Signature of Secured Party)

Victoria L. Sessions, Branch Manager
Type or Print Above Name on Above Line

Form UCC-3
Form 020-0379 8/81

STATE OF MARYLAND

BOOK 576 PAGE 73

# 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. ☐

285354

This financing statement Dated 12/19/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baltimore Impressions, Inc.

Address 227 Thelma Avenue, Glen Burnie, Maryland 21061

RECORD FEE 11.00
POSTAGE .50
A594230 C603 R04 T10:59
01/03/92

2. SECURED PARTY

Name Atlantic Industrial Credit Corporation

Address 8019 Belair Road, Suite 2, Baltimore, MD 21236

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

BL CLERK

3. Maturity date of obligation (if any) _____

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

(1) 80386 Computer System w/8 Meg RAM, 85 Meg Hard Drive & Accessories, S/N 9110-13091.
(1) Panasonic Model 4450 Laser Printer, S/N OKMAZS16976.
(1) Software System

Name and address of Assignee
The Bank of Glen BUrnie
101 Crain Highway, S.E.
Glen Burnie, Maryland 21061

"This transaction is a Conditional SAles Contract. Debtor will own property upon payment of all installments".

**CHECK ☒ THE LINES WHICH APPLY**

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

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

Byron L. Calvert, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Lisa A. Barcase, Account Manager
Type or Print Above Signature on Above Line

BOOK 576 PAGE 74 285355

| 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)<br>Bottom Line, Inc., T/A Southgate Bruning Paint & Home Center | 2. Debtor(s) Complete Address(es)<br>337 Hospital Drive<br>Glen Burnie, MD 21061 | |
| 3. & 4. Secured Party(ies) and Complete Address(es)<br>**Citizens Bank of Maryland**<br>**14401 Sweitzer Lane**<br>**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)

All Accounts Receivables now owned or hereafter acquired

RECORD FEE 12.00
POSTAGE .50
#594250 C603 R04 T11:01
01/03/92
MARY N. ROSE
AA CO. CIRCUIT COURT

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 ( ), is not (X), (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 $ _____

BL CLERK

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

Signature(s) of Debtor(s)
Bottom Line, Inc., T/A Southgate Bruning Paint & Home Center
By: _____
Gary Banking, President

_____
John E. Metzger, Vice President

Signature(s) of Secured Party(ies) or Assignee(s)

_____ By _____ (Title)
Michael G. Livingston, A.V.P.

NOTE—Type or Print Names Clearly Below Signatures.

FILING OFFICER COPY

87-30

Printed in U. S. A.

**PARTIES**

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

ROBERT T. LANHAM
CHESAPEAKE MOBILE COURT LOT #31
HANOVER MD 21076 1

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

CHESAPEAKE MOBILE COURT LOT #31
HANOVER MD 21076 1a

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

1b

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

CHESAPEAKE MOBILE HOMES, INC.

P.O. BOX 288
MILLERSVILLE MD 21108 2

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

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192 2a

**Special Types of Parties** (check if applicable):

☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

☐ Debtor is a Transmitting Utility.

3

**SECURED PARTY SIGNATURE(S)**

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

a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.

b. ☐ as to which the filing has lapsed.

c. already subject to a security interest in another county in Pennsylvania-
☐when the collateral was moved to this county.
☐when the Debtor's residence or place of business was moved to this county.

d. already subject to a security interest in another jurisdiction-
☐when the collateral was moved to Pennsylvania.
☐when the Debtor's location was moved to Pennsylvania.

e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

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

CHESAPEAKE MOBILE HOMES, INC.
Diane L. Rubenstein, Agent

4

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

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

BOOK 576 PAGE 75 285356

5

This **Financing Statement** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
☐ Secretary of the Commonwealth.
☐ Prothonotary of _____ County.
☐ real estate records of _____ County.

6

**Number of Additional Sheets** (if any): 7

**Optional Special Identification** (Max. 10 characters): 8

**COLLATERAL** RECORD FEE 11.00

**Identify collateral** by item and/or type:

1981 LIBERTY HOMES, INC.
14 X 56 SERIAL# 08L17887 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITRD TO THOSE ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR THE STATE LAW EQUIVALENT STATUTE.

☐ (check only if desired) Products of the collateral are also covered. 9

**Identify related real estate**, if applicable: The collateral is, or includes (check appropriate box(es))-
a. ☐ crops growing or to be grown on -
b. ☐ goods which are or are to become fixtures on -
c. ☐ minerals or the like (including oil and gas) as extracted on -
d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

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

BL CLERK

**Name of record owner** (required only if no Debtor has an interest of record): 10

01/03/92 C603 R04 T11:10

**DEBTOR SIGNATURE(S)**

**Debtor Signature(s):**

MARY M. ROSE
AA CO. CIRCUIT COURT

ROBERT T. LANHAM
1

1a X Robert T. Lanham

1b 11

**RETURN RECEIPT TO:**

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

12

STANDARD FORM - FORM UCC-1 (7-89)
Approved by Secretary of Commonwealth of Pennsylvania

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

BOOK 576 PAGE 76

285357

# F I N A N C I N G  S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Tri-State Marine Distributors, Inc.
Route 256 P.O. Box 100
Deale, Md. 20751-0100

2. NAME AND ADDRESS OF SECURED PARTY:

The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

3. This Financing Statement covers all:

☐ Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.

☐ Inventory, raw materials, etc., including after acquired and proceeds.

☐ Accounts, including after acquired, and proceeds.

☐ Contract rights, including after acquired, and proceeds.

☐ Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.

☐ Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

☒ All of debtor's new boat inventory manufactured by Grady White Boats Inc.,all accessories added to or used in connection with such boats.

RECORD FEE 13.00
#5945 01-2603 R04 T14:22
BL CLERK 01/03/92

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____.

5. This transaction is ☒, is not ☐ exempt from the recordation tax.
Principal amount of the Debt is $ 250,000.00.

SECURED PARTY:
The Annapolis Banking and Trust Company
BY: E. R. Amadio Sr. VP

E. R. Amadio Sr. Vice Pres.
(Type Name and Title)

DEBTOR:
Grady Bros.

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

Anne Arundel County, Md.

This FINANCING STATEMENT is presented for filing and will remain effective, with certain exceptions, for five years from the date of filing, pursuant to Section 9403 of the Uniform Commercial Code. Maryland

285358

BOOK 576 PAGE 77

| | |
|---|---|
| 1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL)<br>Leslie's Poolmart | 1A. SOCIAL SECURITY OR FEDERAL TAX NO<br>95-2554738 |
| 1B. MAILING ADDRESS<br>20222 Plummer St. | 1C. CITY, STATE<br>Chatsworth, CA<br>1D. ZIP CODE<br>91313 |
| 2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL) | 2A. SOCIAL SECURITY OR FEDERAL TAX NO. |
| 2B. MAILING ADDRESS | 2C. CITY, STATE<br>2D. ZIP CODE |
| 3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)<br>Leslie's Swimming Pool Supplies | 3A. FEDERAL TAX NUMBER |
| 4. SECURED PARTY<br>NAME: Wells Fargo Bank, N.A.<br>MAILING ADDRESS: 6001 Topanga Canyon Blvd. Ste. 205<br>CITY: Woodland Hills, CA 91367 STATE ZIP CODE | 4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.<br>WFB/2693 |
| 5. ASSIGNEE OF SECURED PARTY (IF ANY)<br>NAME<br>MAILING ADDRESS<br>CITY STATE ZIP CODE | 5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. |

6. This FINANCING STATEMENT covers the following types or items of property **(include description of real property on which located and owner of record when required by instruction 4).**

All inventory, raw material, work in process and/or materials used or consumed in debtor's business, warehouse receipts, bills of lading and other documents evidencing goods now owned or hereafter acquired by the Debtor, and all goods covered thereby including accessions, additions, improvements, and all products thereof, whether in the possession of the Debtor, warehousemen, bailee or any other person, and all proceeds thereof, including without limitation, all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to any of the foregoing.

7. CHECK IF APPLICABLE [X] — 7A. [XX] PRODUCTS OF COLLATERAL ARE ALSO COVERED — 7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(A) ITEM: [ ] (1) [ ] (2) [ ] (3) [ ] (4)

8. CHECK IF APPLICABLE [X] — [ ] DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (N)

9. DATE: 10-11-1991

▶ By: Brian Mukamoto Title: President
SIGNATURE(S) OF DEBTOR(S)

Leslie's Poolmart
TYPE OR PRINT NAME(S) OF DEBTOR(S)

▶ By: [signature] Title: VP
SIGNATURE(S) OF SECURED PARTY(IES)

Wells Fargo Bank, N.A.
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)

CODE: 1 2 3 4 5 6 7 8 9 0

10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)

RECORD FEE 11.00
POSTAGE .50
#311130 C489 R02 T14:36
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

11. Return copy to:

NAME: Wells Fargo Bank, N.A.
ADDRESS: 6001 Topanga Cyn. Blvd. Ste. 205
CITY: Woodland Hills, CA 91367
STATE: Atten: Com'l Bkg.
ZIP CODE:

(1) FILING OFFICER COPY

FORM UCC.1
Approved by the Secretary of State

1100

285359

SOVRAN BANK

BOOK 576 PAGE 78

*Financing Statement*

COPY FOR FILING

☐ Not Subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 107,119.10
☐ To Be Recorded in Land Records of _____

**Record in:**
☐ SDAT
☐ Montgomery County
☐ Prince George's County
☒ Other Anne Arundel County

| 1. Debtor(s) NAME | Street | City | State |
|---|---|---|---|
| Pizza Hut of Maryland, Inc. | 10220 Old Columbia Road, St. L, | Columbia, | MD 21046 |

Collateral Location: 8030 Tickneck Road, Pasadena, MD.

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: _____

BL CLERK
RECORD FEE 13.00
POSTAGE .50
#311140 C489 R02 T14:36

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

01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Secured Party: SOVRAN BANK/MARYLAND
By: Peter N. Knickerbocker
Type Name ~~Peter N. Knickerbocker~~
Title Assistant Vice President

Debtor(s) or Assignor(s)
Pizza Hut of Maryland, Inc.
By: R D Schulze
Robert D. Schulze, President
By: J G Willias 12/5/91
John G. Willias, Secretary/Treasurer
Type or Print Name and Title of Each Signature

Recordation tax in the amount of $354.75 was paid to the State Department of Assessments & Taxation on 12-30-91.

B50

08-8007

**SCHEDULE A**
**RESTAURANT EQUIPMENT/TOTAL: $107,119.10**
**8030 TICKNECK ROAD, PASADENA, MD**

| DESCRIPTION | COST |
|---|---|
| OVEN HOOD/SINK 3-COMP. | $ 4,925.46 |
| OVEN FAN/VEG. SINK & LEGS | 2,228.08 |
| LIGHTS | 1,458.87 |
| TACC 11 SAFE | 2,206.57 |
| TABLE TOPS ALMOND | 228.36 |
| BOOTHS | 7,379.83 |
| KIOSK | 428.00 |
| CAN RACK W/CASTERS | 529.16 |
| FREIGHT | 1,042.05 |
| CASTERS | 1,618.38 |
| MAKETABLR | 3,776.63 |
| RACK MOBILE | 1,354.56 |
| DOUGH TABLE | 1,086.52 |
| TABLES | 2,155.61 |
| TABLE TOPS-ALMOND | 2,223.94 |
| HIGH CHAIRS | 391.52 |
| SHELVES/RACKS | 2,072.32 |
| SAFE | 213.33 |
| FREIGHT | 1,273.63 |
| DRAPE HDWE | 384.12 |
| UTILITY CART | 120.06 |
| TOMATO SLICER | 150.08 |
| BAG & BOX STAND | 193.92 |
| DOUGH MIXER | 5,501.88 |
| DOUGH ROLLERS | 7,138.88 |
| HAND DRYERS | 871.60 |
| PIE CASE | 3,016.96 |
| PROOFER STATIONARY | 1,887.86 |
| RETARDER | 1,637.91 |
| CUP DISPENSERS | 101.50 |
| FOOD WARMERS/HOT PLATE | 533.36 |
| HOT HOLD SHELF | 559.96 |
| ONION DICER | 194.12 |
| THERMAL CURTAIN | 128.07 |
| BOOSTER SEATS | 74.10 |
| INSERT PANS/COVERS | 228.28 |
| CAM/CUTLERY BOXES | 292.59 |
| BUSBOY LID/TUB | 251.16 |
| GRAPHIC PKG | 204.62 |
| WICKER BASKET | 73.80 |
| COLANDER | 98.66 |
| INSERT PANS | 353.54 |
| STOCK POT | 100.02 |

SCHEDULE A
PAGE 2

| DESCRIPTION | COST |
|---|---|
| MISC. EQUIPMENT | $ 377.57 |
| ROOF LETTERS | 645.62 |
| FILE CABINET 3 DRAWERS | 187.57 |
| ICE MACHINE | 4,918.87 |
| SANDWICH UNIT | 1,992.00 |
| CAN OPENER/SCALES | 598.25 |
| FANS/SEPARATORS | 6,772.49 |
| PANS ALUMINUM 12" | 742.10 |
| GAS OVENS | 16,752.37 |
| RUB CASTER W/BRK | 919.80 |
| DUNNAGE SHELVES | 1,313.48 |
| POLES | 672.00 |
| SHELVES | 2,710.08 |
| TIMECLOCK | 530.25 |
| CASH REGISTERS (2) CASCIO | 2,727.90 |
| CHAIRS (70) | 2,754.75 |
| GRAND TOTAL | $107,119.10 |

365H729.PK

BOOK 576 PAGE 81

ORDER FROM: THE SHAW-WALKER CO.
405 LEXINGTON AVE.
N.Y.C. 285360

**STANDARD FORM**

**UNIFORM COMMERCIAL CODE – FINANCING STATEMENT – FORM UCC-1**

INSTRUCTIONS

1 PLEASE TYPE this form. Fold only along perforation for mailing.
2 Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3 If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4 If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5 When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6 At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

NOT SUBJECT TO RECORDATION TAX

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

3. Maturity date (if any):

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

United Bedrooms, Inc.
3001 Gallows Road
Falls Church, VA 22042

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

Dominion Bank, National Association
1650 Tysons Boulevard
McLean, VA 22102

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

RECORD FEE 11.00
POSTAGE .50
#311160 C489 R02 T15:01
01/03/92
MARY M. ROSE
VA CO. CIRCUIT COURT

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

Assignment of $200,000 of settlement proceeds of Davis Partnership sale with Weaver Brothers, Inc. pertaining to a contract dated March 23, 1988 and executed by all parties. All accounts receivable, furniture, fixtures and equipment now owned and hereafter acquired and all proceeds thereof at all locations of debtor.

Debtor's Local Address: 1286 Route 3 South
Crofton, MD 21114

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

BL
CLERK

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

Filed with:

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

United Bedrooms, Inc.

By: Edward Davis, Pres.
Edward Davis President
Signature(s) of Debtor(s)

Dominion Bank, National Association

By: Peter T. Fute VP
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

**STANDARD FORM - FORM UCC-1.**

(For Use In Most States)

11.00
50

285361

BOOK 576 PAGE 82

( ) TO BE RECORDED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

(X) TO BE FILED IN THE FINANCE RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO

FINANCING STATEMENT

Date: December 31, 1991

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

Name of Debtor: FORT MEADE II LIMITED PARTNERSHIP, a Maryland limited partnership

Address of Debtor: 7601 Lewinsville Road
Suite 300
McLean, Virginia 22102

Name of Secured Party: GENERAL ELECTRIC CAPITAL CORPORATION

Address of Secured Party: Two Galleria Tower
Suite 1750, Lock Box #24
13455 Noel Road
Dallas, Texas 75240

RECORD FEE 26.00
POSTAGE .50
#029880 C191 R03 T15:33
01/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

This Financing Statement covers the following types or items of property located on the land described in Exhibit A attached hereto (the "**Land**") or at the improvements constructed or to be constructed thereon (the "**Improvements**"):

i. all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or

26.50

replacements thereof (collectively, the "**Personalty**"), now or at any time hereafter owned by the Debtor and now or hereafter attached to, contained in or used in connection with the Land and Improvements or placed on any part thereof, though not attached thereto. Without limiting the generality of the foregoing, this Financing Statement covers all of the Debtor's present and future "fixtures," "proceeds," "equipment," "general intangibles," "contract rights" and "accounts" relating to the Land, Improvements or Personalty (as said quoted terms are defined in or encompassed by the Uniform Commercial Code of the State of Maryland;

ii. all leases, lettings and licenses (or any modifications or extensions thereto) of the Land, Improvements and Personalty or any part thereof (collectively, the "**Leases**") now or hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash and securities deposited thereunder and the right to receive and collect the income, rents, issues and profits payable thereunder;

iii. all unearned premiums accrued, accruing, or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Land, Improvements and Personalty or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all

subsequent owners of the Land, Improvements and Personalty by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise of all or any part of the Land, Improvements or Personalty, including awards for any change of grade of street;

iv. all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Land, Improvements and Personalty, hereafter acquired by or released to Debtor or constructed, assembled or placed by Debtor on the Land or Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be;

v. all of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all building permits, certificates of occupancy and the like, and all guaranties and warranties relating to the Land, Improvements and Personalty or appurtenant facilities erected or to be erected;

vi. all of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all

agreements now or hereafter entered into in connection with the construction, use, operation, and sale of the Land, Improvements and Personalty or any part thereof, including, without limitation, architect's agreements, construction contracts and subcontracts, and contracts for the sale of lots and/or residences constructed thereon;

vii. all of Debtor's rights to any fictitious, trade or other names used in connection with the Land, Improvements or Personalty or the business conducted by Debtor thereon; and

viii. a security interest in the proceeds of any disposition of all or any of the property described above to the full extent that such security interest is provided for or permissible under the laws of the State of Maryland.

* * * * *

This Financing Statement publicizes an Additional Security Second Lien Deed of Trust and Security Agreement of even date herewith (the "**Deed of Trust**") executed by Debtor in favor of the trustees named therein for the benefit of Secured Party, securing a debt in the maximum principal amount outstanding at any time of Six Hundred Thousand Dollars ($600,000) and recorded among the land records of Anne Arundel County, Maryland.

DEBTOR:

FORT MEADE II LIMITED PARTNERSHIP,
a Maryland limited partnership

By: NVHL, Inc., a Virginia corporation, Sole General Partner

By: _____
Name: Peter Hazeloop
Title: Vice President

(0336:192clc.91)

EXHIBIT A

Property Description

Lots 91 through 113 as set forth on Plat of Subdivision known as "Plat Twelve, Parcel One Townhouses, Seven Oaks" recorded in Plat Book 116 at Plat 29; also Lots 114 through 120 and Lots 136 through 142 as set forth on Plat of Subdivision known as "Plat Thirteen, Parcel One Townhouses, Seven Oaks" recorded in Plat Book 116 at Plat 30, all among the Land Records of Ann Arundel County, Maryland.

STATE OF MARYLAND

Anne Arundel County
Chattel Records

BOOK 576 PAGE 88

BOOK

**UNIFORM COMMERCIAL CODE**

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

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 278474

**RECORDED IN LIBER** 545 **FOLIO** 445 **ON** 9/6/89 **(DATE)**

**1. DEBTOR**

**Name** MR. TIRE, INC. and trading as D & G DISCOUNT TIRE CENTER

**Address** 8510 Corridor Road and 9375 U.S. Route 1 Savage, Maryland 20763

**2. SECURED PARTY**

**Name** SIGNET BANK/MARYLAND

**Address** P.O. Box 1077, Baltimore, Maryland 21203

Hogan & Hartson 111 S. Calvert Street Baltimore, MD 21202 (wjv)

**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** (Partial) ☒
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.)

SEE ATTACHED STATEMENT OF PARTIAL ASSIGNMENT

RECORD FEE 10.00
POSTAGE .50
#311690 C489 R02 T14:13
01/06/92
MARY M. ROSE
AA CO. CIRCUIT COURT

DJ

SIGNET BANK/MARYLAND

**Dated** December 27, 1991

**By:** (Signature of Secured Party)

~~Thomas Reymann~~ Timothy D. Leus, ~~Vice~~ Asst. President

**Type or Print Above Name on Above Line**

10 00
50

UNIFORM COMMERCIAL CODE

Statement of Partial Assignment
(Page 2)

Signet Bank/Maryland ("Secured Party") certifies that pursuant to and in accordance with the terms of that certain Multi-Party Forbearance, Debt Restructuring, and Intercreditor Agreement dated December 27, 1991, by and among the Secured Party, Debtor, the below-named Assignees and others (the "Multi-Party Agreement"), Secured Party has assigned to each of such Assignees respective interests in Secured Party's rights under the financing statement bearing the file number shown on Page 1 hereof in the following property:

Proceeds (in whatever form) of the respective portion of Debtor's inventory consisting of tire products bearing the brand name or names or the trademark of Dunlop™, General™, Continental™, Michelin™, Pirelli™, Armstrong™ or tires manufactured or sold by Dunlop Tire Corporation ("Dunlop"), General Tire, Inc. ("General"), Michelin Tire Corporation ("Michelin"), or Pirelli Armstrong Tire Corporation ("Pirelli Armstrong"), and arising, respectively, from direct or indirect sales of such inventory to the Debtor by each of Dunlop, General, Michelin, or Pirelli Armstrong. This assignment of rights with respect to proceeds of the foregoing tire products of Dunlop, General, Michelin, and Pirelli Armstrong, respectively, is subject to the limitations contained in, the terms of, and the conditions with respect to the Multi-Party Agreement.

NAMES AND ADDRESSES OF ASSIGNEES:

DUNLOP TIRE CORPORATION
2761 Long Road
Grand Island, New York 14072

GENERAL TIRE, INC.
One General Street
Akron, Ohio 44329

MICHELIN TIRE CORPORATION
One Parkway South
P.O. Box 19001
Greenville, South Carolina
29602-9001

PIRELLI ARMSTRONG TIRE
CORPORATION
500 Sargent Drive
P.O. Box 2001
Hew Haven, Connecticut
06536-0201

I:\MBE\CLI\137853.MSC

STATE OF MARYLAND Book 574 page 90

# FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK** 285362

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 Happy Travelers, Inc.

Address 738 MD Route 3, Gambrills, MD. 21054

2. SECURED PARTY

Name Fleetwood Credit Corp.

Address P.O.Box 1208 Mt. Laurel, NJ. 08054

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

DJ

3. Maturity date of obligation (if any) _____

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

See Attachment A

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#030060 C191 R03 T09:52
01/06/92
MARY M. ROSE
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)

Herbert Schwartz, Pres.
(Signature of Debtor)

HERBERT SCHWARTZ
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Fleetwood Credit Corp
Louis P. DiMola
(Signature of Secured Party)

Louis P. DiMola
Type or Print Above Signature on Above Line

11.50

# ATTACHMENT A

This financing statement covers the following types (or items) of collateral now owned or hereafter acquired by Debtor(s):

1. All mobile homes, motor homes, recreational vehicles, travel trailers, van campers, automobiles, trucks, truck-tractors, trailers, other vehicles and other merchandise, and all parts, including parts inventory, accessories and furnishings used in connection therewith, now held or hereafter acquired by Debtor, including all goods hereafter added to or acquired in replacement of the foregoing, and the proceeds of all of the foregoing, whether or not inventory or other and whether or not new, used, repossessed, surrendered or other;
2. All goods, including without limitation all machinery, equipment, tools, appliances, trucks, motor vehicles and office furniture and fixtures now held or hereafter acquired by Debtor, and the proceeds of all of the foregoing;
3. All accounts receivable, chattel paper, security agreements, instruments, contract rights, policies and certificates of insurance, documents and general intangibles now held or hereafter acquired by Debtor, including all monies and credits now due or to become due to Debtor from, and all claims against, manufacturers or distributors of inventory or other lending institutions, and the proceeds of all of the foregoing;
4. All present and future books and records, including, without limitation, books of account and ledgers of every kind and nature, all receptacles and containers for such records, and all files and correspondence; and
5. All other assets now held or hereafter acquired by Debtor, with the exception of real property exclusive of fixtures.

_____ (Debtor)

By: Hubert Schwartz, Pres.
Signature(s) of Debtor(s)

DJ

**STATEMENT OF AMENDMENT OF**

**FINANCING STATEMENT**

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial code. This Statement refers to the original Financing Statement, filed among the Financing Statement Records of Anne Arundel County, Maryland, in Liber 572, Folio 540, on October 1, 1991. Identification No. 284667.

1. Name And Address Of Debtor: Landcon, Inc.
8745R Mylander Lane
Baltimore, Maryland 21204
Attention: Richard Yaffe, President

2. Name And Address Of Secured Party: The Citizens National Bank
390 Main Street
Laurel, Maryland 20707

3. Name and Address Of Trustees: Martin A. Sharpless
Patricia G. Woods
The Citizens National Bank
390 Main Street
Laurel, Maryland 20707

RECORD FEE 10.00
POSTAGE .50
#276570 C263 R01 T10:04
01/06/92
MARY E. ROSE
AA CO. CIRCUIT COURT

4. The original Financing Statement referred to above shall be, and hereby is, amended as follows:

The parcel of land described in Exhibit A attached thereto as a part thereof (and the improvements now or hereafter existing thereon) shall be, and hereby is, amended to include those lots described in Exhibit A attached hereto and made a part hereof.

DEBTOR:
LANDCON, INC.

By: Richard Yaffe
RICHARD YAFFE, PRESIDENT

SECURED PARTY:
THE CITIZENS NATIONAL BANK

By: Patricia G. Woods
PATRICIA G. WOODS, A.V.P.

Return To:
Martin L. Goozman, Esquire
Wilson, Goozman, Bernstein and Markuski
9101 Cherry Lane, Suite 207
Laurel, Maryland 20708

10
52



5/30

**EXHIBIT A**

**LEGAL DESCRIPTION**

BEING KNOWN AND DESIGNATED as Lot No. 36, as shown on that Plat entitled, "Orchard Gate at Piney Orchard P.U.D. Subdivision, Phase 1 Parcel 15A", Plat 2 of 4, recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 7065 in Plat Book 135, Page 42; and

BEING KNOWN AND DESIGNATED as Lot No. 20, as shown on that Plat entitled "Orchard Gate at Piney Orchard P.U.D. Subdivision, Phase 1 Parcel 15A", Plat 3 of 4, recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 7066 in Plat Book 135, Page 43.

Remit To: Martin L. Goozman, Esquire
Wilson, Goozman, Bernstein and Markuski
9101 Cherry Lane, Suite 207
Laurel, Maryland 20708



5/30

BOOK 576 PAGE 94

# FINANCING STATEMENT

285363

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

DJ

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

RECORD FEE 13.00
POSTAGE .50
#312100 C489 R02 T14:50
01/06/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. Debtor:

Walter S. Czerwinski

Address:

115 E. Bay View Road
Annapolis, MD 21403

2. Secured Party:

Chase Bank of
Maryland

Address:

10 E. Baltimore Street
Baltimore, Maryland 21202
Attn: Commercial Real Estate
Department

3. This Financing Statement covers all of the Debtor's right, title and interest in and to:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon said land, and any and all renewals and replacements thereof and any substitutions for, or additions to the same;

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above

13 00
50

described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof, and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land;

(c) All rights, title, interest and privileges of the Debtor in that certain Liquor License - "Walt's Hoot, Inc.", issued by the Board of License Commissioners for Anne Arundel County for the premises known as 400 Herald Harbor Road, and in any renewals thereof or substitutions therefor, together with all products and proceeds thereof (both cash and non-cash); and

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

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

5. Proceeds of collateral are covered hereunder.

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

Debtor:

Walter S. Czerwinski (SEAL)

Date: December 30, 1991

Mail to:
Jeffrey P. McCormack, Esq.
Semmes, Bowen & Semmes
250 W. Pratt St.
Baltimore, MD 21201

9126-26
Financing.Statement

" EXHIBIT A "

Property Description

ALL that lot of ground situate in Anne Arundel County, Maryland, and described as follows, that is to say:
BEGINNING for the same at a iron pipe found on the Northerly side of Herald Harbor Road at a point where said side is intersected by the division line of Lot No. 1 and 2, Block 77, as shown on the Amended Plat, Section D, Herald Harbor and recorded among the Plat Records of Anne Arundel County in Plat Book No. 4 folio 7; thence from the point of beginning so fixed and binding on and with the division line of Lots No. 1 and 2 as mentioned above, North 00o08'00" West 100 feet to an iron pipe there set; thence running along the Northerly side of Lot 1, as mentioned above, South 76o00'00" West 25.50 feet to an iron pipe which marks the Easterly side of Rosewood Trail, all of which is shown on the above mentioned plat; thence binding on said side of said trail, North 00o08'00" West 47.00 feet to an iron pipe here set on the Southerly side of an existing fence line; thence leaving said side of said trail and binding on the Southerly side of said fence line North 76o00'00" East 309.70 feet to a fence post, the Southerly side, on the Westerly side of Mountain Road, all of which is shown on the above mentioned plat; thence leaving said fence line and binding on the Westerly side of Mountain Road, South 33o23'00" East 48.36 feet, South 00o08'00" East 62.0 feet and South 33o23'20" West 54.49 feet to a spike here set at the interseciton formed by the Westerly side of Mountain Road and the Northerly side of Herald Harbor Road, as shown on said plat; thence binding on said side of Herald Harbor Road, South 76o00'00" West 280.50 feet to the point of beginning. Said property also being known as Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 12A and part of 13 and part of 14 and an unnumbered lot, Block 77, Section D, Herald Harbor on Severn, recorded on Plat Records of Anne Arundel County in Plat Cabinet 1, rod K, Plat 9, and referred to as Herald Harbor on the Severn, amended Plat of Section D, Herald Harbor, containing 1.02 acres of land, more or less, according to a survey and plat made by James D. Hicks & Associates, in December, 1961.
BEING the same property which by Deed dated April 30, 1984, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3725, folio 694, was conveyed by Benjamin L. Fowler and Catherine M. Fowler, his wife, to Roy P. Fisher and Linda M. Fisher, his wife.

BOOK 576 PAGE 97

285364

SFC:mlh 12/30/91 10:47am

A:SFC207.29

To be used for loans secured by real property

DJ

**FINANCING STATEMENT**

|x| To be recorded among the Land Records of Anne Arundel County, Maryland.

|x| To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.

|x| To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.

|x| Recordation Tax has been paid on the principal amount of $205,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 17.00
POSTAGE .50
#312210 C489 R02 T15:04
01/06/92
MARY M. ROSE
AA CO. CIRCUIT COURT

|_| Not subject to recordation tax.

| DEBTOR: | ADDRESS: |
|---|---|
| AMERICAN PEST CONTROL, INC. | 2455 Hudson Street<br>Annapolis, Maryland 21401 |

| SECURED PARTY: | ADDRESS: |
|---|---|
| FARMERS NATIONAL BANK OF MARYLAND | Five Church Circle<br>Annapolis, Maryland 21401 |

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such 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) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, 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

LAW OFFICES
SNIDER, BUCK & MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

17.00
32

FN001.825

A:SFC207.29

SFC:mlh 01/06/92 9:29am

To be used for loans secured by real property

existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated January 3rd, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Ross J. Selby and William A. Walker, II, 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,

LAW OFFICES
SNIDER, BUCK & MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

____Borrower's Initials

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.

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.

DEBTOR:

AMERICAN PEST CONTROL, INC.

BY: Robin D. Britt
Robin D. Britt, President

Mr. Clerk:

Please return to:

SNIDER, BUCK & MIGDAL
P. O. BOX 2400
Annapolis, Maryland 21404

LAW OFFICES
SNIDER, BUCK & MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

RDB Borrower's Initials

EXHIBIT 'A'

PARCEL NO. 1: BEING Unit numbered Five (5) of the No. 2455 Hudson Street Condominium, as the same was established by a Condominium Declaration and Exhibits thereto dated July 30, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3521, folio 311 and as shown on a Plat recorded in Condominium Plat Book NO. E21, page 37 as Plat 1037, as amended in Plat Book E26, page 32 and Plat Book E27, page 5, all among the Plat Records of Anne Arundel County, Maryland. The improvements thereon being known as 2455 Hudson, Unit No. 5.

PARCEL NO. 2: BEING Unit numbered Four (4) of the No. 2455 Hudson Street Condominium as the same was established by a Condominium Declaration and Exhibits thereto dated July 30, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3521, folio 311 and as shown on a Plat recorded in Condominium Plat Book No. E21, page 37 as Plat 1037, as amended in Plat Book E26, page 32 and Plat Book E27, page 5, all among the Plat Records of Anne Arundel County, Maryland. The improvements thereon being known as 2455 Hudson Street, Unit No. 4.

AS TO EACH PARCEL: TOGETHER with an undivided 20.0 percent interest in the common elements of said Condominium and the rights, ways and easements appurtenant thereto, all as set out in said Condominium Declaration and Exhibits thereto recorded as aforesaid.

BEING the same property which by deed dated November 7, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4206, folio 19 was granted and conveyed unto the within Grantor by Morgan W. Wayson, Jr.

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

(410) 263-8855

After Recording Please Return To:
MANIS, SNIDER, BUCK & MIGDAL, CHARTERED
P. O. Box 2400
Annapolis, Maryland 21404

Acct Rec

BOOK 576 PAGE 101

285365

Debtor or Assignor Form

DJ

# FINANCING STATEMENT

☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is $_____

☐ To Be Recorded in Land Records (For Fixtures only).

| Name of Debtor | Address |
|---|---|
| Eastern Shore Advertising Association, Inc. | 44 Old Sturbridge Road<br>Arnold, Maryland 21012 |

## SECURED PARTY (OR ASSIGNEE)

**THE FIRST NATIONAL BANK OF MARYLAND—Address:** Box 250, Denton, Maryland 21629
Attn: David B. Lewis

Attach separate list if necessary

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

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to)inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

RECORD FEE 11.00
POSTAGE .50
ED30240 C191 R03 T15:03
01/06/92
MARY M. ROSE
AA CO. 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 ☐ Products } of the collateral are also specifically covered.

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

| Debtor (or Assignor) | Secured Party (or Assignee) |
|---|---|
| Raymond C. Bettwy<br>Raymond C. Bettwy | THE FIRST NATIONAL BANK OF MARYLAND |
| ✓ Charles Arnott | BY David B. Lewis |
| | David B. Lewis, Commercial Banking Executive |

FNB 0650

Type or print names under signatures

11.50

BOOK 576 PAGE 102

DJ

285366

**FINANCING STATEMENT** FORM UCC-1 Identifying File No._____

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

| | |
|---|---|
| If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here $_____ | If this statement is to be recorded in land records check here. ☐ |

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

1. DEBTOR

Name William R. Powell T/A Annapolis Scuba Center

Address 40 Hudson St., Suite 107, Annapolis, MD 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.

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

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

RECORD FEE 12.00
POSTAGE .05
#031060 C191 R03 T15:11
01/06/92
MARY M. ROSE
AA CO. CIRCUIT COURT
POSTAGE .45
#031070 C191 R03 T15:11
01/06/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)
One (1) Apple LC 2/40 Computer with Keybaord and Stylewriter, S/N: E1435AC, CA142NAS
One (1) Apple 12" RGB Monitor, S/N: M112910JDT6
Two (2) 1 Mb Simm
One (1) Claris Write/Paint/Draw

**CHECK ☒ THE LINES WHICH APPLY**

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

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
NOT SUBJECT TO RECORDATION TAX.
PURSUANT TO SECTION 12-108 (K) (5) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS FILED TO PUBLICIZE A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X William R. Powell
(Signature of Debtor)

William R. Powell
Type or Print Above Signature on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Thomas E. Myers Treasurer
(Signature of Secured Party)

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

12.50

BOOK 576 PAGE 103

285367 (DJ)

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

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

Index numbers of subsequent statements (For office use only)

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

Chesapeake Packaging Company
725 Pittman Road
Baltimore, MD 21226

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

RECORD FEE 11.00
POSTAGE .50
#031110 C191 R03 T15:13
01/06/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Name & address of Secured Party
CSC Leasing Company
7300 Impala Drive
Richmond, VA 23228

Name & address of Assignee
Dominion Bank, National Assoc.
901 East Cary Street
Richmond, Virginia 23219

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement
All equipment now or hereafter leased under Master Lease Agreement No. 91004 between CSC Leasing Company as Lessor and Chesapeake Packaging Company as Lessee on the attached Schedule E. (E) not subject to the state Recordation Tax
This Filing does not create a security interest

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:

Edwin T. McCowan 9/16/91
Signature of ~~Debtor~~ Lessee if applicable (Date)
Chesapeake Packaging Co., Edwin T. McCowan, Controller

John E. Corey 9-16-91
Signature of ~~Secured Party~~ Lessor if applicable (Date)
CSC Leasing Company, John E. Corey, President

11.50

FILING OFFICER COPY

Revised 7-1-82

# SCHEDULE E

## TO MASTER LEASE AGREEMENT NO. 21004

I. Original Equipment:

| Qty | Description |
|---|---|
| 1 | IBM RS/6000 - model 320H |
| 1 | 32Mb select |
| 2 | 1.0 Gb external disk |
| 1 | SCSI Adapter |
| 1 | X.25 Comm. Card |
| 1 | Ethernet Card |
| 1 | 2.3 Gb external 8mm tape drive |
| 1 | 64 Port Async. Controller |
| 3 | 16 port Concentrator |
| 1 | U.P.S. |
| 1 | Misc. Cables |
| 1 | AIX (32 user) |
| 1 | Security Cabinet |
| 1 | Open Basic |
| 1 | HBX X.25 remote logon software |
| 1 | Ethernet transceiver |
| 4 | P/C Ethernet attachments |
| 2 | Printer replacement |
| 1 | Protocol converter |
| 17 | IBM 3151 CRT replacement |

II. Basic Rental:
The Basic Rental on the above Equipment shall be ~~$1,670.00~~ $1,653.00 per month. The Initial Term of the Lease is thirty six months.

III. Location:
The Equipment shall be located on the premises of
725 Pittman Road
Baltimore, MD 21226

DATE OF EXECUTION: August 30, 1991

LESSOR: CSC Leasing Company
BY: [signature]
TITLE: President

LESSEE: Chesapeake Packaging Company
BY: [signature]
TITLE: Treasurer

BOOK 576 PAGE 105

Anne Arundel County, MD
Arundel Center
Northwest & Calvert Sts
Anapolis, MD 21401

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

**BANK OF OKLAHOMA**
P.O. Box 24128
Oklahoma City, OK 73124

2. Secured Party and Address

This statement refers to original Financing Statement No. Book 445 Page 374* Filed 1-4, 19 82

**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 above, Secured Party's rights under the financing statement bearing the file number shown above in the following property.

RECORD FEE 10.00
For Filing Officer (Date, Time, Number, and Filing Office) 50

**D. Amendment** #031130 C191 R03 10:14
The financing statement is amended as set forth below 01/06/92

MARY M. ROSE
AA CO. CIRCUIT COURT

*Continued 1-5-87 Book 506 Page 597

Debtors signature on this form required only when filing amendment

Dated: December 17, 19 91

Bank of Oklahoma, N.A.
By: [signature]
Signature of Original Secured Party
Larry Harmon, Vice President

This STATEMENT is presented to The County Clerk of Anne Arundel County, State of Maryland for filing pursuant to the Uniform Commercial Code.

(1) Filing Officer Copy - Alphabetical
STANDARD FORM - UNIFORM COMMERCIAL CODE

(Form UCC-3 Approved by State Examiner & Inspector)

BOOK 576 PAGE 106

DJ

...nted to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

| 1. Debtor(s) (first) and address(es) | 2. Secured Party(ies) and address(es) | For Filing Officer (Date, Time and Filing Office) |
|---|---|---|
| Parfumes and<br>...smetics, Inc.<br>...N.W. 64th Street<br>M...mi, Florida 33166 | Crown USA, Inc.<br>1411 West 190th Street<br>Suite 225<br>Gardena, California 90248 | RECORD FEE 10.00<br>POSTAGE .50<br>#030160 C191 R03 T13:10<br>01/08/92<br>AA CO. CIRCUIT COURT |

4. This statement refers to original Financing Statement bearing File No. ~~XXX~~ 280281, Book 553 Page 04 19 90
Filed with: Anne Arundel County, Maryland Date Filed March 09

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

10.

The secured party's address is changed to:
1411 West 190th Street, Suite 625
Gardena, California 90248

No. of additional Sheets presented:

Magnifique Parfumes and Cosmetics, Inc.

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

Crown USA, Inc.

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

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 576 PAGE 107

DJ

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)

Perfumania Holding Corporation
7875 N.W. 64th Street
Miami, Florida 33166

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

Crown USA, Inc.
1411 West 190th STreet
Suite 225
Gardena, California 90248

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 280201 Book 553, Page 01

Filed with Anne Arundel County, Maryland Date Filed March 9 19 90

RECORD FEE 10.00
POSTAGE .50
#070170 CIP1 R03 T13:11
01/06/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

10.

The secured party's address is changed to:
1411 West 190th Street, Suite 625
Gardena, California 90248

No. of additional Sheets presented:

Perfumania Holding Corporation

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

Crown USA, Inc.

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

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

NOT SUBJECT TO RECORDATION TAX.

BOOK 576 PAGE 108

To be filed in:

285368

✓Financing (Chattel) Records of Anne Arundel County, Maryland
Financing (Chattel) Records of Maryland State Department of Assessments & Taxation

**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 ☐

DJ

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

RECORD FEE 11.00
POSTAGE .50
#313330 C489 R02 T11:46
01/07/93
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name William J. MacQuilliam

Address 856 St. Edmonds Place, Annapolis, Maryland 21401

2. SECURED PARTY

Name Sovran Bank/Maryland

Address 6610 Rockledge Drive, Bethesda, Maryland 20817

Dennis C. Brady, Esq., P.O. Box 900, Upper Marlboro, Maryland 20773

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

3. Maturity date of obligation (if any) N/A

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

The property described in Exhibit A attached hereto and made a part hereof.

Promissory Note dated September 20, 1990, in the amount of $120,238.00, made by H&M Crofton Station Limited Partnership payable to the order of Debtor.

CHECK ☒ THE LINES WHICH APPLY

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

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

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

(Signature of Debtor)

William J. MacQuilliam
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SOVRAN BANK/MARYLAND

Gregory L. Carter
(Signature of Secured Party)

Gregory L. Carter, Vice President
Type or Print Above Signature on Above Line

RETURN TO:

Dennis C. Brady, Esquire
O'Malley & Miles
P.O. Box 900
Upper Marlboro, Maryland 20773

11 00
50

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

**EXHIBIT A**

All of William J. MacQuilliam's right, title and interest in and to (A) his 51.082% Class A limited partnership interest in H&M Crofton Station, Limited Partnership, a Maryland limited partnership, (B) any and all distributions of income, sales proceeds, capital distributions, refinancing proceeds and other revenues and distributions, payable in respect of his 51.082% Class A limited partnership interest, whether cash or otherwise (collectively "Distributions"), (C) any other interest whatsoever of William J. MacQuilliam in H&M Crofton Station, Limited Partnership, including, without limitation, any right to receive payments which are repayment of outstanding loans or capital contributions to which William J. MacQuilliam is now or shall hereafter be entitled as a Class A limited partner in H&M Crofton Station, Limited Partnership, or otherwise and (D) any and all payments William J. MacQuilliam is or shall be entitled to receive from H&M Crofton Station, Limited Partnership, as a building fee or management fee or otherwise.

NOT SUBJECT TO RECORDATION TAX. BOOK 576 PAGE 110

~~To be~~ filed in:

✓Financing (Chattel) Records of Anne Arundel County, Maryland
Financing (Chattel) Records of Maryland State Department of Assessments & Taxation.

285369

**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 The MacQuilliam Organization, Inc.

Address 1651 Crofton Boulevard, Suite 14, Crofton, Maryland 21114

2. SECURED PARTY

Name Sovran Bank/Maryland

Address 6610 Rockledge Drive, Bethesda, Maryland 20817

Dennis C. Brady, Esq., P.O. Box 900, Upper Marlboro, Maryland 20773

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

3. Maturity date of obligation (if any) N/A

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

The property described in Exhibit A attached hereto and made a part hereof.

RECORD FEE 11.00
POSTAGE .50
#313340 C489 R02 T11:47
01/07/92
MARY M. ROSE
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)

The MacQuilliam Organization, Inc.

(Signature of Debtor)

William J. MacQuillam, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SOVRAN BANK/MARYLAND

(Signature of Secured Party)

Gregory L. Carter, Vice President

Type or Print Above Signature on Above Line

RETURN TO:

Dennis C. Brady, Esquire
O'Malley & Miles
P.O. Box 900
Upper Marlboro, Maryland 20773

11.00

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

**EXHIBIT A**

All of The MacQuilliam Organization, Inc.'s right, title and interest in and to (A) any and all distributions of income, sales proceeds, capital distributions, refinancing proceeds and other revenues and distributions in respect of the Amberfield townhouse project, payable in respect of its general partnership interest, whether cash or otherwise, (collectively "Distributions"), from H&M Crofton Station, Limited Partnership, (B) any right to receive payments which are repayment of outstanding loans or capital contributions to which The MacQuilliam Organization, Inc. is now or shall hereafter be entitled as the general partner of H&M Crofton Station, Limited Partnership, or otherwise and (C) any and all payments The MacQuilliam Organization, Inc. is or shall be entitled to receive from H&M Crofton Station, Limited Partnership, as a building fee or management fee or otherwise in respect of the Amberfield townhouse project.

BOOK 576 PAGE 112

DJ

**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. 272031 recorded in Liber 524, Folio 226 on 3/14/88 (Date) at, Anne Arundel Co., Md. (Location)

1. DEBTOR(S):

Name(s) Piney Orchard Master Partnership
c/o The KMS Group, Inc.

Address(es) 8808 Centre Park Drive, Suite 300
Columbia, Maryland 21045

2. SECURED PARTY:

Name Maryland National Bank
10 Light Street, Mail Stop 021901
Construction Finance Unit

Address 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 ~~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. Exhibit A attached hereto and made a part hereof.

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 W A Kulick

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

$10.50

10-
50

NVR SETTLEMENT SERVICES, L.P.
12850 Middlebrook Rd., #211
Germantown, MD 20874

EXHIBIT A

Lot 2, in the subdivision entitled "Resubdivision of PINEY ORCHARD, P.U.D., PHASE 1, PARCEL 4 (3B) PHASE A, CHESTNUT GABLE AT PINEY ORCHARD, A CONDOMINIUM APARTMENT", which plat is recorded among the land records of Anne Arundel County, Maryland in Condominium Plat Book E-55, Page 28, Plat No. E-2928.

BOOK 576 PAGE 114

Indemnity

**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. _____ recorded in Liber 543, Folio 252 on 8/29/89 (Date) at Anne Arundel Co., Md. (Location)

1. DEBTOR(S):
   Name(s): Piney Orchard Master Partnership
   Address(es): c/o The KMS Group, Inc.
   8808 Centre Park Drive, Suite 300
   Columbia, Maryland 21045

2. SECURED PARTY:
   Name: Maryland National Bank
   Address: 10 Light Street, Mail Stop 021901
   Construction Finance Unit
   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 ~~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. Exhibit A attached hereto and made a part hereof.

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 [signature]
William A. Kulick, Vice President
(Type, Name and Title)

Chattel
$10.50

10.00
50

NVR SETTLEMENT SERVICES, L.P.
12850 Middlebrook Rd., #211
Germantown, MD 20874

EXHIBIT A

Lot 2, in the subdivision entitled "Resubdivision of PINEY ORCHARD, P.U.D., PHASE 1, PARCEL 4 (3B) PHASE A, CHESTNUT GABLE AT PINEY ORCHARD, A CONDOMINIUM APARTMENT", which plat is recorded among the land records of Anne Arundel County, Maryland in Condominium Plat Book E-55, Page 28, Plat No. E-2928.

☐ TO BE ) RECORDED IN
☒ NOT TO BE ) LAND RECORDS

BOOK 576 PAGE 146

☐ SUBJECT TO ) RECORDING TAX
☒ NOT SUBJECT TO ) ON PRINCIPAL AMOUNT OF
) $_____

285370

FINANCING STATEMENT

1. Debtor(s): Lessee

Dough n Dough, Inc.
Name or Names - Print or Type

8227 Cloverleaf Drive-Suite 310, Millersville, Anne Arundel Co. MD 21108
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: Lessor

Atlantic Leasing & Financial, Inc.
Name or Names - Print or Type

120 East Baltimore St. 23rd Floor Baltimore, Maryland 21202
Address - Street No. City-County State Zip Code

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

Lessee grants to Lessor a security interest in the equipment leased pursuant to that certain Equipment Lease Agreement dated as of March 15, 1988 and June 6, 1988 between Lessor, as lessor, and Lessee, as lessee, together with all accessions, substitutions and replacements therefor, and proceeds (including insurance proceeds) thereof (but without power of sale); more fully described on the attached schedules.

RECORD FEE 17.00
POSTAGE .50
#032560 C191 R03 T11:14
01/07/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S):

By - Donald Hoffman
(Signature of Debtor)

Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Atlantic Leasing & Financial, Inc.
(Company, if applicable)

Kathleen Kent
(Signature of Secured Party)

Type or Print (Include title if Company)

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

Name and Address: Atlantic Leasing & Financial, Inc.
120 East Baltimore Street
23rd Floor
Baltimore, Maryland 21202

17.50

BOOK 576 PAGE 117

**LEASING SYSTEMS INC.**

SUITE 1200
927 15th STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

SCHEDULE "A"

LEASE #: 201460
LESSEE: PIZZA MOVERS, INC.
LEASE DATE: March 15, 1988

| | QTY. | DESCRIPTION | COST |
|---|---|---|---|
| K | 1 | 80T Benier Dosatron 80T Water Meter<br>Unit w/water gun arrangement<br>Plastic arrangement | $3,229.00<br>176.00 |
| K | 1 | BM-200 SP Benier Spiral Mixer<br>200 lb flour capacity<br>208/3/60 Cycles only | 14,496.00 |
| K | 1 | B-8021 Benier two pocket Divider (or one pocket) w/scaling range 7oz. to 35 oz. on one, with scaling range 14oz. to 70oz. on two 208/3/69 | 22,721.00 |
| K | 1 | Co-4 Benier Cylindrical Rounder<br>208/3/60 | 14,203.00 |
| S | 1 | HD-4 Water Chiller | 12,874.00 |
| | | | $ 67,699.00 |

LESSEE: PIZZA MOVERS, INC.

BY: [signature]

DATE: 3/15/88

LESSOR: LEASING SYSTEMS, INC.

BY: [signature]
Lee E. Nathanson, President

DATE: 3/15/88

576-117-A

**LEASING SYSTEMS INC.**

SUITE 1200
927 15th STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

LEASE: #205970

LESSEE: PIZZA MOVERS, INC.

SCHEDULE "A"

| | QTY. | DESCRIPTION | PRICE |
|---|---|---|---|
| S | 1 | RG-7 Halide Inc. Vegetable Cutter w/6 blades & 2 stainless steel racks 110/1 | $2,632.00 |
| K | 2 | XPIK-80 Redco Greens Machine | 1,194.00 |
| K | 4 | Additional Plastic Baskers for Greens Machine | 237.60 |
| K | 2000 | #870008-5221 MFG Dough Totes | 17,820.00 |
| K | 100 | #887008 MFG Dough Tote Covers | 630.00 |
| K | 100 | #BPD Normandee Dough Tote Dollies | 5,000.00 |
| K | 16 | #18-60 SSH AMco Stainless Steel Shelves | 1,124.80 |
| K | 8 | #18-75 SsST Amco Stainless Steel Uprights | 332.80 |
| K | 8 | #2009 New Age Aluminum Dunnage Racks | 436.00 |
| M | 2 | SR-2 EDlund 21b. Portion Scales | 58.00 |
| M | 1 | E-32 Edlund Electric Portion Scale | 97.50 |
| K | 1 | 522 Berkel Trade Scale | 522.00 |
| K | 1 | P502 Berkel Single Line Printer | 677.80 |
| K | 5 | 2655 Rubbermaid 55 gal. Containers -white | 150.50 |
| K | 6 | 2632 Rubbermaid 32 gal. Containers- grey | 78.00 |
| K | 6 | 2631 Rubbermaid 32 gal. Container covers | 18.90 |
| K | 2 | 6111 Rubbermaid Mop Buckets | 39.60 |
| K | 2 | 6121 Rubbermaid Wringers | 56.40 |

576-117-B



| | QTY. | DESCRIPTION | COST |
|---|---|---|---|
| M | 8 | FS102 Kingman Curtains | 619.20 |
| K | 1 | TRAC -321-2RPW Insinger Tray Washer | 8,502.00 |
| K | 1 | CC-27 Hatco Booster Heater | 814.00 |
| K | 1 | Optional Automatic Tank Fill | 350.00 |
| | | Insinger Tray Unload Table | 1,029.00 |
| K | 1 | American Metal Stainless Work Tables 30x96 | 903.00 |
| K | 2 | American Metal Stainless Work Tables 30x117 | 1,029.00 |
| K | 4 | Sets Casters for Tables | 499.80 |
| M | 8 | Thermo curtains | 1,454.40 |
| | | Freight | 1,500.00 |
| M | 1 | Radionics 6112 control panel | |
| M | 1 | Radionics D 620 Operator Keypad | |
| M | 2 | Motion Detectors | |
| M | 5 | Smoke Detectors | |
| M | 1 | Siren | 2,197.00 |
| M | 1 | Fax Machine | 2,625.00 |
| M | 1 | Canon NP 2015 S Copier w/cabinet | 2,665.00 |
| K | 1 | Sinks w/compartments and worktables | 5,208.00 |
| M | 1 | 2 Door Refrigerator #GHT2-32NUT | 2,500.00 |
| M | 1 | Illuninated Sigh | 770.20 |
| M | 1 | Panasonic KX-T30810 Telephone System | 1,461.00 |

AA 60

BOOK 576 PAGE 118

, MARYLAND

DJ

# FINANCING STATEMENT FORM UCC-1

Identifying File No. 285371

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

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

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

This financing statement Dated 12/27/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ARIES LANDSCAPING, INC.

Address 2055 ORCHARD AVE JESSUP, MD 20794

2. SECURED PARTY

Name Security Ford New Holland, Inc.

Address 3828 Washington Blvd.

Baltimore, MD 21227

3. Assignee of Secured Party Ford New Holland Credit Co.

Address P.O. Box 36387

Richmond, VA 23235

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

4. Maturity date of obligation (if any) _____

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

ONE FORD CM274 9801910 S/N TB10336

ONE FORD 72" MOWER S/N AOQ0430

RECORD FEE 11.00

POSTAGE .50

#032360 C191 R03 T11:03

01/07/92

MARY M. ROSE

AA 58 CIRCUIT COURT

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

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

☑ Not subject to recordation tax.
(Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Aries Landscaping, Inc.

John A Morarre
(Signature of Debtor)
John A. Morarre /Pres.

Type or print above Signature on above line

(Signature of Debtor)

11.50

Type or print above Signature on above line

(Signature of Secured Party)
Security Ford New Holland, Inc.
Thomas J. Drescher, President
Type or print above name on above line

AA 10

BOOK 576 PAGE 119

, MARYLAND

285372

# FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 12/24/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert McGEE

Address 6212 Orchard Rd. Linthicum, MD. 21090.

2. SECURED PARTY

Name Security Ford New Holland, Inc.

Address 3828 Washington Blvd.

Baltimore, MD 21227

3. Assignee of Secured Party Ford New Holland Credit Co.

Address P.O. Box 36387

Richmond, VA 23235

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

RECORD FEE 11.00
POSTAGE .50
01/07/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. Maturity date of obligation (if any) _____

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

ONE FORD 4110 TRACTOR S/N C182453
ONE Bobcat 630 SKID LOADER S/N M630

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

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

☑ Not subject to recordation tax.
(Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Robert McGee
(Signature of Debtor)
Robert McGee
Type or print above Signature on above line

(Signature of Debtor)
Type or print above Signature on above line

11 56

(Signature of Secured Party)
Security Ford New Holland, Inc.
Thomas J. Drescher, President
Type or print above name on above line

STATE OF MARYLAND BOOK 576 PAGE 120

285373

# FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated Dec. 17, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ann W. Kwiatkowski

Address 3465 Birdsville Rd.. Davidsonville, Maryland 21035

2. SECURED PARTY

Name Tucker Equipment Company

Address P.O. Box 340 Aberdeen, Maryland 21001

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

3. Maturity date of obligation (if any) _____

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

One 10HDB 10 Ton Eager Beaver Trailer
S/N 112HAN309NL039042

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
#032090 C191 R03 T10:47
01/07/92
MARY M. ROSE
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) Ann W. Kwiatkowski
(Signature of Debtor)

Ann W. Kwiatkowski
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Barclay D. Tucker
(Signature of Secured Party)

Barclay D. Tucker, II
Type or Print Above Signature on Above Line

11.50

BOOK 576 PAGE 121

DJ

285374

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)
McManamay, James & Betty
508 Grandin Ave.
Severna Park, MD 21146

2. Secured Party(ies) and address(es)
Continental Contractors, Inc.
304 Madeline Ave.
Glen Burnie, MD 21060

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

RECORD FEE 13.00
POSTAGE .50
#032070 C191 R03 T10:46

4. This financing statement covers the following types (or items) of property:
Furnish & install 12 replacement windows per contract
Total amount financed 3580.00
recorded in land records
not subject to tax
To perfect a security interest taken or retained by a seller of collateral to secure all or part of its price.
Located at: 508 Grandin Avenue Severna Park MD 21146

Please Return To:

5. Assignee(s) of Secured Party and Address(es)
Security Pacific
7310 Ritchie Hwy.
Suite AA40.
Glen Burnie, MD 21060

MARY M. ROSE
CLERK 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:

James A McManamay
James A McManamay

Betty L McManamay
Betty L McManamay
Signature(s) of Debtor(s)

Continental Contractors, Inc.
By Pat Wildt VP
Pat Wildt, VP
Signature(s) of Secured Party(ies)

Officer Copy–Alphabetical STANDARD FORM - FORM UCC-1. 12.50

285375

BOOK 576 PAGE 122

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)

Eastern Petroleum Corporation
33 Hudson Avenue
Annapolis, Maryland 21401

2 Secured Party(ies) and Address(es)

Ryder Truck Rental,Inc.
920 S. Brunswick Street
Baltimore, Maryland 21223

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

RECORD FEE 11.00
POSTAGE .50
#032060 C191 R03 T10:45
01/07/92

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

1986 International Straight Truck-Ser.#1HTZEGER7GHB18475
1 - 20' Duralite Van Body - Ser. No. 211136
1 - 2500# Maxon Liftgate - Ser. No. 0686210

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

Associates Commercial Corporation
1801 McCormick Drive
Suite 200
Landover, Maryland 20785

MARY M. ROSE
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: AA 1374520

Eastern Petroleum Corporation

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

Ryder Truck Rental,Inc.

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

603469 Rev. 12-80

Filing Officer Copy-Alphabetical

11.50

1-0502-CO
2002 HUNTCLIFFE

AA CO.

BOOK 576 PAGE 123

UNIFORM COMMERCIAL CODE

STATEMENT OF RELEASE

Rec'd

DJ

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LAND RECORDS LIBER 4863, FOLIO 409.

LIBER NO. 542 PAGE NO. 98

IDENTIFICATION NO. 277540 DATED: June 2, 1989

PROPERTY: 2002 HUNTCLIFF DRIVE, LOT #57

1. DEBTOR(S) JOSEPH BOHM and B. GAIL BOHM, husband and wife, and GEORGE FRITZ and TERESA FRITZ, husband and wife, and HORIZON BUILDERS, INC., a Maryland corporation

1320 Defense Highway
Gambrills, Maryland 21054

2. SECURED PARTY FAIRFAX SAVINGS, A FEDERAL SAVINGS BANK

One Rutherford Plaza
7133 Rutherford Road
Baltimore, Maryland 21207

3. TERMINATION

FAIRFAX SAVINGS, A FEDERAL SAVINGS BANK

DATED: July 18, 1991 BY: [signature]

RECORD FEE 10.00
POSTAGE .50
#032710 C191 R03 T11:40
01/07/92
MARY M. ROSE
AA CO. CIRCUIT COURT

RETURN TO: SENTINEL TITLE CORPORATION
Park Plaza
582 B. Ritchie Highway
Severna Park, MD 21146

15.50

ATCO 12218-87

BOOK 576 PAGE 124

DJ

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

Roll No. 0103 Page No. 535

Identification No. _____ Dated _____

1. Debtor(s) Cochrane Drive Holding Associates Limited Partnership
Name or Names—Print or Type
5950 Symphony Woods Drive, Suite 300, Columbia, Md. 21044
Address—Street No., City - County State Zip Code

2. Secured Party Sovran Bank/MARYLAND , Real Estate Department
Name or Names—Print or Type
31 Light Street, Baltimore, Maryland 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECORD FEE 10.00
POSTAGE .50
#313780 C489 R02 T12:54
01/07/92
MARY M. ROSE
AA CO. CIRCUIT COURT

SOVRAN BANK/MARYLAND

Dated: Mar. 21, 1991

Name of Secured Party

Alice G. Steely

Signature of Secured Party

Vice President

Type or Print (Include Title If Company)

Lucas Bros. Form T-1

10.00
52

ANCHOR TITLE COMPANY
10715 Charter Drive
Suite 100
Columbia, MD 21044

EXHIBIT A

PROPERTY DESCRIPTION

All those tracts or parcels of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots 5-R, 6-R and 7-R as shown on plat entitled "Resubdivision Lots, 4, 5, 6 and 7, Plat Two, Annapolis Science Center, Second District, Anne Arundel County, Maryland", which Plat is recorded among the Land Records of Anne Arundel County as Plat No. 5700 of Plat Book 110, Page 25.

TO BE FILED AT FINANCING RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND BOOK 576 PAGE 126

NOT SUBJECT TO RECORDATION TAX

The appropriate amount of documentary stamps are affixed to a certain Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness. Documentary stamps in the amount of $710.50 have been paid on an indebtedness of $101,250.00.

**FINANCING STATEMENT**

285376

DJ

**This Financing Statement dated** December 26, 1991 **is presented to a filing pursuant to the Uniform Commercial Code.**

RECORD FEE 16.00
POSTAGE .50
#315090 C489 R02 T14:15
01/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. **Debtor:** James J. Mandrin, Lori Ann Mandrin, Ruth E. Mandrin

**Address:** 489 Maple Road, Severna Park, Maryland 21146

2. SECURED PARTY: EASTERN SAVINGS BANK,fsb — EXECUTIVE PLAZA 2, 11350 McCORMICK ROAD, HUNT VALLEY, MARYLAND 21031

3. **This Financing Statement Covers:**

(a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(b) All tangible personal property now owned or leased by Debtor or hereafter acquired and now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or hereafter acquired, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators) inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

16.00 SD

(d) The interest of Debtor in all plats, drawings, permits, engineering studies, contracts, agreements, licenses, approvals or other intangibles relating to the property described in Paragraph 6 hereof.

4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under a certain Deed of Trust, Assignment of Rents and Security Agreement from Debtor to the Trustees for the Secured Party and recorded or intended to be recorded among the Land Records of Maryland, securing a Promissory Note from Debtor to Eastern Savings Bank, fsb.

6. The real estate consists of a certain parcel of land and the improvements thereon located in , Maryland, all as more particularly described in Exhibit A attached hereto.

Debtor:

JAMES J. MANDRIN

LORI ANN MANDRIN

RUTH E. MANDRIN, by JAMES JOSEPH MANDRIN, her attorney-in-fact

To The Filing Officer: After this statement has been recorded, please mail the same to Richard C. Zeskind, Esquire, First Eastern Title Corporation, Executive Plaza 2, 11350 McCormick Road, Suite 300, Hunt Valley, Maryland 21031.

1450M

EXHIBIT "A"

BEING KNOWN AND DESIGNATED AS Lot No. 60, Block G, Section 2, on Plat 1 of Stone Haven, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 21, folio 50.

BOOK 576 PAGE 129

285377

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)
CONWAY JACK P
1005 DUVALL HWY
PASADENA MD 21122
219647953AA

2. Secured Party(ies) and address(es)
**JOHN DEERE COMPANY**
**P.O. Box 65090**
**West Des Moines, IA 50265**

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 11.00
POSTAGE .50
#270890 C263 M01 T12:09
01/08/92

4. This financing statement covers the following types (or items) of property:
JD 316 TRACTOR SN X011150
JD 50 MOWER SN X019232

REGARDING UCC-1 FINANCING STATEMENT FILED WITH HARFORD CO MD ON 11JUL90 FILE NUMBER 85511.
DEBTOR HAS MOVED TO THE ABOVE DESCRIBED ADDRESS AND THIS NOW NEEDS TO BE FILED WITH ANNE ARUNDEL CO MD.
THIS STATEMENT IS BEING FILED WITHOUT DEBTOR'S SIGNATURE TO PERFECT A SECURITY INTEREST IN COLLATERAL ALREADY SUBJECT TO A SECURITY INTEREST IN THE ABOVE DESCRIBED JURISDICTION.

5. Assignee(s) of Secured Party and Address(es)
MARY M. ROSE
AA CO. CIRCUIT COURT

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

Filed with:

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

By: _____ Signature(s) of Debtor(s)

JOHN DEERE COMPANY
By: Kim Curran UCC Clerk
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

**STANDARD FORM - FORM UCC-1.**

STATE OF MARYLAND

BOOK 576 PAGE 130

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268988

RECORDED IN LIBER _____ FOLIO _____ ON 8/11/87 (DATE)
Filed with Anne Arundel County

1. DEBTOR

Name Gelsino A. Cruz, M.D. P.A. Defined Benefit Pension Plan

Address 847 Coachway, Annapolis, MD 21401

2. SECURED PARTY

Name Greyhound Real Estate Finance Co.

Address Greyhound Tower, Phoenix, AZ 85077

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

RECORD FEE 10.00
POSTAGE .50
#270630 C263 R01 T12:15
01/08/92
MARY A. ROSE
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: XX (Indicate whether amendment, termination, etc.) TERMINATION |

10-
SD

G11310

Dated _____

Dennis C. Sawyer
(Signature of Secured Party)
Manager/Administrator
Dennis C. Sawyer
Type or Print Above Name on Above Line

ADC

P.E.

BOOK 576 PAGE 131

285378

, MARYLAND

# FINANCING STATEMENT FORM UCC-1

Identifying File No._____

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

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

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

This financing statement Dated 12/31/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: CLARENCE F. LAMORA T/A G.E.A TREE FARM

Address: 1042 FIFTH ST GLEN BURNIE MD 21060

2. SECURED PARTY

Name: Security Ford New Holland, Inc.

Address: 3828 Washington Blvd.

Baltimore, MD 21227

3. Assignee of Secured Party: Ford New Holland Credit Co.

Address: P.O. Box 36387

Richmond, VA 23235

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

DJ

4. Maturity date of obligation (if any) _____

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

RECORD FEE 12.00
POSTAGE .50
MRT9000 C263 R01 T13:2?
01/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1 NEW FORD 1120 Diesel TRACTOR S/N UB21749
w/ New FORD 930 Mower S/N YH2803

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

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

Not subject to recordation tax.

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Clarence F. Lamora T/A
Clarence F. LaMora TA
G.E.A. TREE FARM
(Signature of Debtor)
G.E.A. Tree Farm

12 - 50

Type or print above Signature on above line

(Signature of Debtor)

Type or print above Signature on above line

(Signature of Secured Party)
Security Ford New Holland, Inc.
Thomas J. Drescher, President
Type or print above name on above line

AFTER RECORDING PLEASE RETURN
DOCUMENTS TO:
DUNN TITLE COMPANY
2137 Defense Hwy.
Crofton, MD 21114

BOOK 576 PAGE 132

91-6111

DJ

Statement of Amendment of
Financing Statement

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed in the Financing Statement Records of Anne Arundel County, Maryland in liber 574 folio 22, on October 31, 1991, as ID # n/a, and any prior amendments thereto.

| | |
|---|---|
| 1. Debtor: | Address: |
| Lovell Regency Homes Limited Partnership | c/o Lovell Homes Inc.<br>Suite 200<br>9030 Red Branch Road<br>Columbia, Maryland 21043 |
| 2. Secured Party: | Address: |
| Provident Bank of Maryland | 114 East Lexington Street<br>Baltimore, Maryland 21202<br>Attn: Commercial Real Estate Department |

3. The original Financing Statement referred to above is amended as follows:

Exhibit A attached hereto is added as a supplement and in addition to the original property description which was attached to the original Financing Statement.

DEBTOR:

LOVELL REGENCY HOMES LIMITED PARTNERSHIP, a Maryland limited partnership

By: Lovell Homes Inc., a Maryland corporation, General Partner

By: Roger B. Davis
Roger B. Davis,
Vice President

RECORD FEE 10.00
POSTAGE .50
#315600 C489 R02 T15:56
01/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

SECURED PARTY:

PROVIDENT BANK OF MARYLAND

Dated: 12/19/91

By: George D. Decker
George D. Decker,
Vice President

10.00

# EXHIBIT A

## PROPERTY DESCRIPTION

BEING KNOWN AND DESIGNATED as Lots numbered Forty-two (42) and Fifty-nine (59), as shown on a Plat entitled, "Plat 2 of 9, RUSSETT, PLANNED UNIT DEVELOPMENT, SINGLE FAMILY DEVELOPMENT, PARCEL 10 (Resubdivision of Parcel 10- Phase 1A)", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 138, at page 28 at Plat numbered 7201.

AFTER RECORDING PLEASE RETURN
DOCUMENTS TO:

DUNN TITLE COMPANY
2137 Defense Hwy.
Crofton, MD 21114

STATE OF MARYLAND

BOOK 576 PAGE 134

Identifying File No. _____

# FINANCING STATEMENT FORM UCC-1

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

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

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

This financing statement Dated 12/9/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

**285380**

1. DEBTOR

Name MR. BRYANT A. WHITEFORD

Address 8230 MEADOW WICK CT. PASADENA, MD 21122

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND, INC

Address 6710 RITCHIE HIGHWAY SUITE E GLEN BURNIE, MD 21061

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

RECORD FEE 11.00

#279050 C263 R01 T13:52

01/08/92

MARY M. ROSE

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) 12/9/92

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

1 TENT AND CAMPING EQUIPMENT
1 WEIGHT SET
1 GOLF CLUB SET
FIREARMS
1 TELEVISION
POWER TOOLS

**CHECK ☒ THE LINES WHICH APPLY**

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Bryant Whiteford
(Signature of Debtor)

BRYANT WHITEFORD
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Arthur S. Monroe, Jr.
(Signature of Secured Party)

ARTHUR S. MONROE, JR.
Type or Print Above Signature on Above Line

FINANCING STATEMENT

NOT TO BE RECORDED IN LAND RECORDS

BOOK 576 PAGE 135

NOT SUBJECT TO RECORDING TAX

285381

1. LESSEE: CMT Corporation
Name or Names

890 Airport Park Road Glen Burnie, MD 21061
Address - Street No. City County State Zip Code

2. LESSOR: LCA LEASING, INC.

P.O. BOX 152 STEVENSON, MD 21153

3. This Financing Statement covers the following types of property: (Described - Separate list attached if necessary)

1 - Comdial Executech 616 Key Telephone Systems w/ 5 phones
s/n # MA 4538433
1 - Comdial Executech Model #6714 phone
2 - Comdial Executech Model #6706 phones
2 - Comdial Executech Model #6714 Speakerphones

This transaction is a true lease and is not intended by the parties as a secured transaction; filing is only intended to make the true lease a matter of public record. The Lessor is the owner of the property including all accessories, attachments, additions and any substitutions of similar equipment, and the Lessee has no rights, expressed or implied to sell, exchange, encumber or otherwise dispose of the property.

RECORD FEE 11.00
PAGE .50
120 0263 R01 T13:57
01/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

LESSEE:

CMT Corporation

BY: [signature], PRESIDENT
Signature of Lessee Title

Marco Camardella, President
Type or Print Name of Above

LESSOR:

LCA LEASING, INC.

Signature of Lessor

Jonathan S. Waranch
Type or Print Name of Above

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

LCA LEASING, INC.
P.O. BOX 152
STEVENSON, MD 21153-0152

11 50

BOOK 576 PAGE 136

DJ

FINANCING STATEMENT

285382

1. ____ To Be Recorded in the Land Records.

2. X To Be Recorded among the Financing Statement Record.

3. X Not subject to Recordation Tax.

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

| 5. Debtors' Names | Address |
|---|---|
| Christopher L. Beard<br>Jennifer G. Beard<br>Vincent A. Mulieri<br>Bonnie P. Mulieri | c/o Christopher L. Beard<br>170 West Street<br>Annapolis, Maryland 21401 |

| 6. Secured Party | Address |
|---|---|
| First National Bank of Maryland | 18 West Street<br>Annapolis, Maryland 21401 |

RECORD FEE 20.00
POSTAGE .50
#070160 C203 R01 T14:00
01/08/92
ANNE ROSE
CLERK OF CIRCUIT COURT

7. 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.

A. The interest of Debtors in all improvements, alterations, structures, buildings, building materials and fixtures now or hereafter located on or contained in or upon or attached to the property known as 170 West Street, Annapolis, Anne Arundel County, Maryland as more particularly described in Exhibit A attached hereto, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, plumbing, ventilating, machinery and other apparatus.

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

9. This Financing Statement is filed in connection with the indebtedness secured by the Deed of Trust dated July 24, 1986 in the principal amount of $130,000.00 from the Debtors to trustees for the benefit of the Secured Party, recorded among the Land Records of Anne Arundel County, Maryland in Liber 4164, folio 113.

DEBTORS:

Christopher L. Beard

Jennifer G. Beard

Vincent A. Mulieri

Bonnie P. Mulieri

SECURED PARTY:

FIRST NATIONAL BANK OF MARYLAND

By: Stephanie P Yancey

Address where Collateral
will be located:

170 West Street
Annapolis, Maryland 21401

**Mr. Clerk: Please return to**

FNB
18 West ST
Annapolis, MD 20401

J/S.13
32835ms.fs

BEGINNING for the same at a point on the north side of West Street, 40 feet distant in a westerly direction from the beginning point of the lot of ground conveyed to Harry L. Ellinghausen by James M. Munroe, Trustee, et al., by Deed dated January 16, 1905, and recorded among the Land Records of Anne Arundel County in liber GW No. 38, folio 354, and running thence North 11 degrees 20 minutes West, for the distance of 160 feet; thence South 78 degrees West, for the distance of 40 feet; thence South 11 degrees 20 minutes East, for the distance of 160 feet to intersect the North line of West Street as aforesaid; thence with said North line of West Street, North 78 degrees East, 40 feet to the point of beginning. The improvements theron being known as 170 West Street.

BEING the same property conveyed by deed from Bernard O. Hardesty, Jr., by Christopher F. Drummond his attorney-In-Fact, Thomas A. Hardesty, by James P. Nolan, his Attorney-In-Fact and Martha L. Hardesty recorded or intended to be recorded immediately prior hereto.

July 24, 1986

THIS DEED OF TRUST, made in favor of Harry C. Blumenthal and Richard J. Shenos, as trustees (collectively, the "Trustees") by the Undersigned (the "Grantors"), witnesseth:

WHEREAS, the Grantors are justly indebted to First National Bank of Maryland (the "Bank") in the principal amount of One Hundred Thirty Thousand Dollars ($130,000.00) which principal amount with interest (collectively, the "Obligation") is to be paid to the Bank in the manner and on the terms set forth in a promissory note (the "Note") of even date hereof from the Grantors to the Bank; and

WHEREAS, the Grantors desire to secure the payment of the Obligation and the performance of the terms, conditions and provisions of the Note and of any other instruments, assignments, agreements and documents, previously, simultaneously or hereafter executed and delivered by the Grantors or any other person, singly or jointly with another person or persons, evidencing, securing, guarantying or in connection with the Obligation and all other indebtedness, liabilities and obligations of the Grantors to the Bank of any nature whatsoever, including, without limitation, such indebtedness, liabilities and obligations of the Grantors to the Bank which are direct, indirect, contingent, primary, secondary, alone, jointly with others, due, to become due, future advances, now existing and hereafter created (the Note and all such other instruments, assignments, agreements and documents herein collectively called the "Loan Documents").

NOW, THEREFORE, in consideration of the aforegoing, the Grantors do grant, convey and assign to the Trustees and their successors in trust and their assigns the property or properties and all buildings and improvements thereon (the "Premises" whether one or more than one) described on Schedule A attached hereto and made a part hereof by reference known as 170 WEST STREET, ANNAPOLIS, ANNE ARUNDEL COUNTY, MARYLAND, together with the rights, alleys, ways, waters, fixtures, appurtenances, and advantages belonging or in any wise appertaining to the Premises. To have and to hold the Premises and the appurtenances, etc. as aforesaid unto the Trustees and their successors in trust and their assigns forever, but in trust nevertheless to secure the prompt payment of the Obligation in accordance with the terms of the Note and the performance by the Grantors of the terms, conditions and provisions of the Loan Documents and of this Deed of Trust; provided, however, (a) until the occurrence of a default hereunder, the Grantors may retain possession of the Premises, and (b) if the Grantors shall pay the Obligation in accordance with the terms of the Note and shall perform all of the terms, conditions and provisions of this Deed of Trust and of the Loan Documents, then this Deed of Trust shall be void.

The Grantors hereby covenant with the Trustees, their successors and their assigns for the benefit of the Bank; (a) to pay the Obligation when and as due and payable according to the terms, conditions and provisions of the Note and to pay when due all ground rents, taxes, and public charges for which the Premises may become liable; (b) to keep the Premises in good condition and repair and not to remove, demolish or materially alter all or any part of the Premises without the prior written consent of the Bank; (c) to permit representatives of the Bank to inspect the Premises from time to time at any reasonable time; (d) to keep the Premises free of all liens, security interests and other encumbrances of every kind and nature other than those permitted in writing by the Bank; (e) not to violate any laws, regulations or ordinances applicable to the Premises or to any use thereof; (f) to apply to the unpaid Obligation as the Bank may direct any award or proceeds of any condemnation or eminent domain proceedings pertaining to all or any part of the Premises; (g) to keep the Premises fully insured with a responsible insurance company for the benefit of the Bank against loss by fire, flood or other hazards and casualties and in such amounts as from time to time may be required by the Bank and/or by applicable law or regulation, and, if requested by the Bank, to deliver to the Bank the insurance policy or a certificate thereof; (h) to take such further action as the Trustees or the Bank may at any time reasonably request for the better assuring and confirming to the Trustees or to the Bank the Premises, this Deed of Trust and/or the conveyance and lien created hereby; and (i) to pay as and when due and payable all costs, expenses, recordation taxes and other taxes for which the Premises, the Trustees, the Bank or the Grantors may at any time be liable in connection with or as a result of the maturity, collection, enforcement, recording or foreclosure of the Obligation, of any of the Loan Documents or of this Deed of Trust. If the Grantors fail to perform, comply with or observe any of the aforegoing covenants, the Bank or the Trustees may, but are not obligated to, perform, comply with or observe the same on behalf of the

BPM
VPM
CLB
JSB

STATE OF MARYLAND

BOOK 576 PAGE 140

# 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. ☐

DJ

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

285383

1. DEBTOR

Name ALLEN H. GERTZ

Address CROWNSVILLE, Md

2. SECURED PARTY

Name Cambridge Tractor Co

Address Cambridge, Md

Person And Address To Whom Statement Is To Be Returned 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 15' Flexible Cutter Bar
S/N 62559
15ft

Name and address of Assignee
AGRICREDIT ACCEPTANCE CORPORATION
P.O. Box 10357
Des Moines, Iowa 50306-0357

RECORD FEE 11.00
POSTAGE .50
MET8500 C263 R01 T14:48
01/08/92
MARY M. ROSE
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)

Not subject to recordation tax.

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

YU-14052-NS
Ann Al

11.50

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

✓ Allen H Gertz
(Signature of Debtor)

ALLEN H. GERTZ
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Allen Hughes
(Signature of Secured Party)

Cambridge Tractor Co
Type or Print Above Signature on Above Line

BOOK 576 PAGE 141

☐ TO BE ☒ NOT TO BE } RECORDED IN LAND RECORDS

☐ SUBJECT TO ☒ NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF $

# FINANCING STATEMENT

285384

1. Debtor(s):
North Arundel Hospital Services, Inc.
Name or Names—Print or Type
1406 Crain Highway Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:
Bresler & Reiner, Inc.
Name or Names—Print or Type
401 M Street, S.W. Washington, D.C. 20024
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 of the equipment as described on the attached sheet.

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

RECORD FEE 11.00
POSTAGE .50
M27P510 C263 R01 T14:50
01/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☐ are ☒ are not covered.

11 / 5

DEBTOR(S): North Arundel Hospital Services, Inc.
(Signature of Debtor)
T.Wyatt Medicus, President
Type or Print
(Signature of Debtor)
Type or Print

SECURED PARTY: Bresler & Reiner, Inc.
Philip Friedman
Philip Friedman, Treasurer
(Company, if applicable)
(Signature of Secured Party)
Type or Print (Include title if Company)

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

Name and Address COLUMBIA CAPITAL CORP. 305 W. CHESAPEAKE AVE #205 TOWSON MD 21204

Lewis Bros. Form F-1

| | | | ITEM/DESCRIPTION/SERIAL NO. | QUANTITIES |
|---|---|---|---|---|
| 1.00 | 1.00 | .00 | V16-550 | VERSYSS MODEL VS/1-300 |
| 1.00 | 1.00 | .00 | 0305911549 | VERSYSS C330 VDT |
| 1.00 | 1.00 | .00 | 059136797 | DTK 386/SX PC |
| 1.00 | 1.00 | .00 | 059136793 | DTK 386/SX PC |
| 1.00 | 1.00 | .00 | 059136791 | DTK 386/SX PC |
| 1.00 | 1.00 | .00 | 10806309 | VERSYSS MONO MONITOR |
| 1.00 | 1.00 | .00 | 10806316 | VERSYSS MONO MONITOR |
| 1.00 | 1.00 | .00 | 10806318 | VERSYSS MONO MONITOR |
| 1.00 | 1.00 | .00 | 104C0540520X | VERSYSS P4320 PRINTER |
| 1.00 | 1.00 | .00 | 104C0540524 | VERSYSS P4320 PRINTER |
| 1.00 | 1.00 | .00 | 035432 | VERSYSS P4400 PRINTER |
| 1.00 | 1.00 | .00 | 037291 | VERSYSS P4400 PRINTER |
| 1.00 | 1.00 | .00 | U-1200 | VERSYSS POWER BACKUP |
| 1.00 | 1.00 | .00 | 026681 | 2400 BAUD MODEM |
| 1.00 | 1.00 | .00 | P4393 | VERSYSS PRINTER |
| 1.00 | 1.00 | .00 | 16MENDS | 16 USER MENDS LICENSE |
| 1.00 | 1.00 | .00 | 10VIA | 10 USER VIA LICENSE |
| 1.00 | 1.00 | .00 | /JA | JUST ASK LICENSE |
| 1.00 | 1.00 | .00 | 16MED | MEDICAL RECORDS LICENSE |

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)

Ted Walk
DBA: Ted's Garage
5428 Southern Md. Blvd.
Lothian, MD 20711

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

285385

S. P. Financial
2861 James Drive
New Berlin, WI 53151

3. Maturity date (if any):

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

BOOK 576 PAGE 143

DJ

RECORD FEE 12.00
RECORD TAX 42.00
#279590 C263 R01 T15:02
01/08/92
MARY M. ROSE
CLERK, CIRCUIT COURT

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

SEE ATTACHED SCHEDULE X

Recordation Tax Due
Anne Arundel County Court
Princ. Amt. $5,800.00
Amt. Pd. $42.00

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

Banc One LEasing Corp.
2400 Corporate Exchange Dr.
Suite 300
Columbus, OH 43231
App: 4394

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:

Ted Walk
DBA: Ted's Garage

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.

**SCHEDULE X ATTACHED TO AND MADE A PART OF THAT CERTAIN FINANCING STATEMENT EXECUTED BY**
Ted Walk DBA: Ted's Garage **AS DEBTOR AND SHOWING**
**S. P. FINANCIAL** **AS SECURED PARTY**

This Financing Statement covers the following types or items of property:

I. This is a lease transaction, but, in the event it is construed to be a sale, Creditor/Lessor and its assigns and successors, holds a Purchase Money Security Interest in the property described in Schedule "X" hereto and made a part hereof.

II. All of Debtor's right, title and interest in and to all of the following, whether now owned or hereafter acquired and wherever located; all accessories, parts, and other property now or hereafter affixed to, or used in connection with, the property described in Section II below; all substitutions for and replacements of the property described in Section II below; all accessions to the property described in Section II below; and all proceeds of all of the foregoing and of all of the property described in Section II below including without limitation any leases of any of the foregoing or of any of the property described in Section II below;

III. All of Debtor's right, title and interest in and to all of the following, whether now owned or hereafter acquired and wherever located:

1 R60-300 Cas 4 Alignment Machine - Used SN# 01J375

DEBTOR'S SIGNATURE OR INITIALS: _____

BOOK 576 PAGE 145 (DJ)

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

No. of Additional Sheets Presented:

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

Bio-Gro Systems
12701 Lancaster Hwy
Pineville, NC 28134

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

Rimtrax Corporation
P O Box 26705
Charlotte, NC 28221-6705

3. (a) This statement refers to original Financing Statement bearing File No. 247040 C263 R01
Filed with Anne Arundel Co. Date Filed 11/20/91 19
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block ☐

For Filing Officer

RECORD FEE 10.00

4. ☐ Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.

5. ☒ Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)

6. ☐ Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.

7. ☐ Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.

8. ☐ Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9.

01/08/92

MARY M. ROSE
AA CO. CIRCUIT COURT

10 50

10. Signatures:

By _____
Debtor(s) (necessary only if item 7 is applicable)

Rimtrax Corporation
By Allen C Hoppe Credit Mgr
Secured Party(ies)

(1) Filing Officer Copy - Numerical

**FINANCING STATEMENT CHANGE**

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

UCC-3

BOOK 576 PAGE 146

STATE OF MARYLAND

# FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

PE

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

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

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

This financing statement Dated 12/6/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285379

Name MS. ANGELA G. MOORE

Address 3 SECOND AVENUE NORTH FERNDALE, MD 21061

2. SECURED PARTY

Name HORWEST FINANCIAL MARYLAND

Address 6710 RITCHIE HGWY SUITE E 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) 12/6/92

DJ

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

1 WEIGHT SET
1 STEREO
1 TAPE RECORDER
2 TELEVISIONS
2 VIDEO CASSETTE RECORDERS
1 ORIENTAL RUG

RECORD FEE 11.00
#279040 C263 R01 T13:51
01/08/92
MARY M. ROSE
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)

11

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Angela G. Moore
(Signature of Debtor)

ANGELA G. MOORE
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Arthur S. Monroe Jr.
(Signature of Secured Party)

ARTHUR S. MONROE JR.
Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

BOOK 576 PAGE 147

# STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

☐ TO BE RECORDED IN LAND RECORDS

FINANCING RECORDS of the Land Records

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

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing — Record Reference Book546, page 249
Maturity date (if any)

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|---|---|---|---|---|
| Red's Dove, Inc. | 2729 Solomons Island Rd., Edgewater, Md. | | | |

| Name of Secured Party or assignee | No. | Street | City | State |
|---|---|---|---|---|
| Maryland National Bank | P. O. Box 987 , | Baltimore, | Maryland | 21203 |

RETURN TO: After Recording Please Return To: MANIS, SNIDER, BUCK & MIGDAL, CHARTERED P. O. Box 2400 Annapolis, Maryland 21404

**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

RECORD FEE | 10.00
POSTAGE .50
#034630 C191 R03 T09:51
01/09/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Debtor(s) or assignor(s)

Red's Dove, Inc.
By: James O. Hurley Jr.
(Type or print name under signature)

Maryland National Bank (Seal)
(Corporate, Trade or Firm Name)
By: [signature]
Signature of Secured Party or Assignee

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

15.50

CE010.1

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

Washington Law Reporter Form 1001
1828 Eye St., N.W., Washington, D.C. 20006

BOOK 576 PAGE 148

# STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

☒ TO BE RECORDED IN LAND RECORDS

FINANCING RECORDS of the Land Records

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

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing — Record Reference Book 539, folio 206
Maturity date (if any) 276716

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|---|---|---|---|---|
| Red's Dove, Inc. | 2729 Solomons Island Rd., | | Edgwater, | Md. 21037 |

| Name of Secured Party or assignee | No. | Street | City | State |
|---|---|---|---|---|
| Maryland National Bank | P. O. Box 987, | | Baltimore, | Maryland 21203 |

RETURN TO: After Recording Please Return To: MANIS, SNIDER, BUCK & MIGDAL, CHARTERED P. O. Box 2400 Annapolis, Maryland 21404

**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**

RECORD FEE 10.00
POSTAGE .50
#034640 C191 R03 T09:52
01/09/92
MARY M. ROSE
AA CO. CIRCUIT COURT

**Debtor(s) or assignor(s)**

Red's Dove, Inc.
By: James C. Study Sr.
(Type or print name under signature)

Maryland National Bank (Seal)
(Corporate, Trade or Firm Name)
By: [signature]
Signature of Secured Party or Assignee

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

15 SU

CED10.1

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

BOOK 576 PAGE 149

# STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

XX ☐ TO BE RECORDED IN LAND RECORDS — Financing Records of the Land Records

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

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing — Record Reference Liber 551/folio 480 (279945)
Maturity date (if any)

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|---|---|---|---|---|
| Reds Dove, Inc. | 2729 Solomons Island Rd., | | Edgewater, | Md. 21037 |

| Name of Secured Party or assignee | No. | Street | City | State |
|---|---|---|---|---|
| Maryland National Bank | P. O. Box 987, | | Baltimore, | Maryland 21203 |

RETURN TO: After Recording Please Return To: MANIS, SNIDER, BUCK & MIGDAL, CHARTERED P. O. Box 2400 Annapolis, Maryland 21404

**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**

RECORD FEE 10.00
POSTAGE .50
#034650 C191 R03 T09:52
01/09/72
MARY M. ROSE
AA CO. CIRCUIT COURT

Debtor(s) or assignor(s)

Reds Dove, Inc.
By: James E. Stanley Sr.
(Type or print name under signature)

Maryland National Bank (Seal)
(Corporate Trade or Firm Name)
By: [signature]
Signature of Secured Party or Assignee
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

15

CE010.1

BOOK 576 PAGE 150

(4)

## FINANCING STATEMENT 285396

|_| To be recorded among the Land Records of Anne Arundel County, Maryland.

|✓| To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.

|_| To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.

|✓| Recordation Tax has been paid on the principal amount of $450,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 19.00
POSTAGE .50
#316290 C489 R02 T13:07
01/09/92
MARY M. ROSE
AA CO. CIRCUIT COURT

|_| Not subject to recordation tax.

**DEBTOR:**

D & W ENTERPRISES, a Maryland general partnership

ADDRESS:

1288 Ketch Court
Annapolis, Maryland 21401

**SECURED PARTY:**

Farmers National Bank of Maryland

ADDRESS:

Five Church Circle
Annapolis, Maryland 21401

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such 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 authority, letters of credit and policies of insurance. The term

TW Borrower's Initials



LAW OFFICES
SNIDER, BUCK & MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

19.00
.50

FN001.830

"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 Purchase Money Deed of Trust, Assignment and Security Agreement dated January 8th, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Ross J. Selby and William A. Walker, II, 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.

LAW OFFICES
SNIDER, BUCK & MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

JW Borrower's Initials

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.

DEBTOR:

D & W ENTERPRISES, a Maryland general partnership

BY: _____ (SEAL)
REESE W. DIGGS, Jr., Partner

BY: _____ (SEAL)
FREDERICK WAGNER, Partner

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND, a national banking organization

By: _____ (SEAL)
Title: Loan Officer

Mr. Clerk Return to: Snider, Buck & Migdal
Attn: Pat Weiss
P.O. Box 2400
Annapolis, Maryland 21401

LAW OFFICES
SNIDER, BUCK & MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

_____ Borrower's Initials

EXHIBIT "A"

BEGINNING FOR THE SAME at a point on the northernmost side of Mountain Road, distant North 61 degrees 39 minutes west 100 feet from the southwesternmost corner of the conveyance from R. Harry Arnold et al. to Herbert M. Weaver and wife, by Deed dated October 20, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 42, folio 293, the said point of beginning being at the intersection of the divisional line between Lots Nos. 1 and 2, Block B, with the northernmost side of said Mountain Road, as shown on an unrecorded Plat of the R. Harry Arnold property, made by Edward Hall, Jr., in April, 1929; thence leaving said beginning point so fixed and running with the northernmost side of said Mountain Road, North 61 degrees 39 minutes West 150 feet; thence leaving said Mountain Road, and running through Lot No. 3, North 15 degrees 55 minutes East 385.85 feet, more or less; thence running with the back line of the said lots and also with the southernmost line of the conveyance by R. Harry Arnold and wife to William V. Tribull and wife, by Deed bearing date of November 1, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 46, folio 2, South 62 degrees 45 minutes East 150 feet to the said divisional line between Lots Nos. 1 and 2 as shown on said Plat; thence running with said line, South 15 degrees 55 minutes West 388.7 feet, more or less, to the place of beginning.

BEING all of Lot No. 2 and the easternmost one-half of Lot No. 3, Block B, as shown on the aforesaid unrecorded Plat of the R. Harry Arnold property.

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

(410) 263-8855

CFINSTMT1 2492189 Anne Arunde

Filing Fee 11.00
Rec. TAX 105.00
Postage .50
116.50

BOOK 576 PAGE 154

# FINANCING STATEMENT

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

285387

[ ] 1. To be recorded in the Land Records.

[X] 2. To be recorded among the Financing Statement Records.

[ ] 3. Not subject to Recordation Tax.

[X] 4. Subject to Recordation Tax on an initial debt in the principal amount of $ 30,000.00 SEE ATTACHED ALLOCATION OF RECORDATION TAXES

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

5. Debtor(s) Name(s): Linthicum-Ferndale Auto Body, Inc.
Address(es): 7178 Baltimore Annapolis Blvd. Ferndale, Maryland 21061

RECORD FEE 11.00
RECORD TAX 105.00
POSTAGE .50
#316640 C489 R02 T15:36
01/09/92
MARY M. ROSE
CLERK CIRCUIT COURT

6. Secured Party: MARYLAND NATIONAL BANK
Attention: LDRU 250603
Address: 100 South Charles Street Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in 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:

[X] A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for 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.

[X] 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.

[X] 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: Linthicum-Ferndale Auto Body, Inc.

By: X _____ (Seal)
Richard D. Laughery, President

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

Return To:
LSU Team 1 Mailstop 250624
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

11.00
105.00
.50

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

CERTIFICATION FOR ALLOCATION
OF MARYLAND RECORDATION TAX

BOOK 576 PAGE 155

DATE: 8/9/91

TO: CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

RE: $ 30,000.0 loan to Linthicum-Ferndale Auto Body, Inc.
from MARYLAND NATIONAL BANK

With respect to the above-referenced loan and to the personal property (the "Collateral") securing that loan, the Undersigned (the "Debtor") hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral, and the amount of indebtedness attributable to each portion of the Collateral, are as follows:

1. Value of exempt Collateral: $ 46,000.00

2. Value of non-exempt Collateral: $ 44,000.00

3. Value of Total Collateral: $ 90,000.00

4. Computation of Amount of Debt Exempt from Recordation Tax:

| Value of Exempt Collateral / Value of Total Collateral | X | Total Amount of Debt Secured | = | Amount of Debt Exempt from Tax |
|---|---|---|---|---|
| $ 46,000.00 / $ 90,000.00 | X | $ 30,000.00 | = | $ 15,300.00 |

5. Loan Amount - Amount of Debt Exempt from Tax = Amount of Non-Exempt Debt

$ 30,000.00 - $ 15,300.00 = $ 14,700.00

6. Recordation Tax Due on Non-Exempt Debt:

| Amount of Non-Exempt Debt | X | Tax Rate Per $1,000 | = Recordation Tax Due |
|---|---|---|---|
| $ 15,000.00 | X | $ 7.00 | = $ 105.00 |

Linthicum-Ferndale Auto Body, Inc.
Debtor

By: _____ (SEAL)
Richard D. Laughery, President

BOOK 576 PAGE 156

Anne Arundel County

# MARYLAND FINANCING STATEMENT TERMINATION

RECORD FEE 10.00
POSTAGE .50
01/10/92

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

Roll No. 511 Page No. 464

Identification No. 267311 Dated May 5, 1987

1. Debtor(s)
   Dr. Larry M. Bernhard
   Name or Names — Print or Type
   815 Ritchie Hwy #105 Severna Park, Md. 21143
   Address — Street No., City - County State Zip Code

2. Secured Party
   First National Bank of Md.
   Name or Names—Print or Type
   18 West Street Annapolis, Md. 21401
   Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

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

Dated: May 22, 1991

First National Bank of Md.
Trudye N. Weisberg
(Name of Secured Party)

Trudye Weisberg
(Signature of Secured Party)

Loan Accounting Executive
Type or Print (Include Title if Company)

BS-1216D-8406

Mr./Ms. Clerk: Please record in the: BOOK 576 PAGE 157 (AA 1)

_____ Baltimore County Land Records
_____ Baltimore County Financing Statement Records
_____ Maryland State Department of Assessments and Taxation Records
__X__ Anne Arundel County Financing Statement Records

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

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

Roll No. 502 Page No. 121

Identification No. 263479 Dated August 29, 1986

which Original Financing Statement was subsequently amended by Statements of Amendment recorded aforesaid in Liber HES No. 528, page 504 on July 14, 1988.

1. Debtor(s): MARINER'S COVE LIMITED PARTNERSHIP
Name or Names—Print or Type
6600 Heritage Hill Drive, Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

2. Secured Party: MARYLAND NATIONAL MORTGAGE CORPORATION
Name or Names—Print or Type
7 East Redwood Street, P.O. Box 17027, Baltimore, Maryland 21203
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) August 1, 2028

4. Check Applicable Statement:

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

a) The Address of the Secured Party is hereby changed to:
c/o Multifamily Loan Administration
110 West Street, Towson, Maryland 21204

b) The "Maturity Date of Obligation" is hereby changed to July 1, 2028.

RECORD FEE 10.00
POSTAGE .50
#317560 C489 R02 T11:05
01/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

RETURN TO: Mr./Ms. Clerk: AFTER RECORDING, PLEASE
REESE AND CARNEY, 10715 Charter Drive, Columbia, Maryland 21044
Attn: Kevin J. Kelehan 42208/8629

MARINER'S COVE LIMITED PARTNERSHIP
By: _____
Allan J. Berman, General Partner
By: _____
Leonard A. Shapiro, General Partner

MARYLAND NATIONAL MORTGAGE CORPORATION
Name of Secured Party
By: _____
Signature of Secured Party
Edward J. Murn, President
Type or Print (Include Title if Company)

10.00 JG

Mr./Ms. Clerk: Please record in the: BOOK 576 PAGE 158

(AA 2)

_____ Baltimore County Land Records

_____ Baltimore County Financing Statement Records

_____ Maryland State Department of Assessments and Taxation Records

X Anne Arundel County Financing Statement Records

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

Roll No. 502 Page No. 121

Identification No. 263479 Dated August 29, 1986

which Original Financing Statement was subsequently amended by Statements of Amendment recorded aforesaid in HES No. 528, page 504.

on July 14, 1988*

1. Debtor(s) MARINER'S COVE LIMITED PARTNERSHIP
Name or Names—Print or Type
6600 Heritage Hill Drive, Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

2. Secured Party MARYLAND NATIONAL MORTGAGE CORPORATON
Name or Names—Print or Type Multifamily Loan Administration
110 West Street, Towson, Maryland 21204
Address—Street No., City - County State Zip Code

RECORD FEE 10.00
POSTAGE .50
#317570 C489 R02 T11:05
01/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. Maturity Date (if any) July 1, 2028

4. Check Applicable Statement:

* and recorded immediately prior hereto

| | |
|---|---|
| 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.) |

THE SECURED PARTY HEREBY ASSIGNS THE WITHIN FINANCING STATEMENT, INCLUDING ALL OF THE COLLATERAL THEREIN DESCRIBED, AS AMENDED BY THE AFORESAID AMENDMENT, UNTO:

The Secretary of Housing and Urban Development, Washington, D.C., his successors and Assigns
Multifamily Mortgage Division
Office of General Counsel
U.S. Department of Housing and Urban Development
451 7th Street, S.W.
Washington, D.C. 20410

Dated: December 24, 1991

MARYLAND NATIONAL MORTGAGE CORPORATION
Name of Secured Party

By: [signature]
Signature of Secured Party

Edward J. Murn, President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

RETURN TO: REESE AND CARNEY
10715 Charter Drive
Columbia, MD 21044
42208/8629
Attn: Kevin J. Kelehan

10 00

STATE OF MARYLAND

BOOK 576 PAGE 159

# FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN** 085388

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

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

This financing statement Dated October 8, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
#317580 C489 R02 T11:06
01/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name Wells Fargo Alarm Services

Address 780 Fifth Avenue , King of Prussia, PA 19406

2. SECURED PARTY

Name Forum Financial Group, Inc.

Address 2201 N. Central Expwy., #148, Richardson, TX 75080

_____

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

3. Maturity date of obligation (if any) _____

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

Equipment Lease Schedule #2310-01:

One (1) 3299/002 - S/N BB85F IBM Multiplexer
One (1) 3174/90R - S/N 81065 IBM Controller
One (1) 4224/201 - S/N LS411 IBM Printer

Located: 809-A Barkwood Court, Linthicum Heights, MD 21090-1473

Name and address of Assignee
Texas Central Bank, N.A.
8144 Walnut Hill Ln., LB 94
Dallas, Texas 75231

**CHECK ☒ THE LINES WHICH APPLY**

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

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

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

11
50

(Signature of Debtor)
WELLS FARGO ALARM SERVICES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FORUM FINANCIAL GROUP, INC.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 576 PAGE 159

STATE OF MARYLAND

BOOK 576 PAGE 160

# FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

285389

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

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

This financing statement Dated Oct. 8, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wells Fargo Alarm Services

Address 780 Fifth Avenue, King of Prussia, PA 19406

RECORD FEE 11.00
POSTAGE .50
#317590 C489 R02 T11:08
01/10/92
MARY H. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Forum Financial Group, Inc.

Address 2201 N. Central Expressway, #148, Richardson, TX 75080

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

3. Maturity date of obligation (if any) _____

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

Equipment Lease Schedule #2310-02:

One (1) 3471/BG3 - s/n PC580

Located: 809-A Barkwood Court
Linthicum Heights, MD 21090-1473

Name and address of Assignee
Texas Central Bank, N.A.
8144 Walnut Hill Ln., LB 94
Dallas, Texas 75231

**CHECK ☒ THE LINES WHICH APPLY**

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

WELLS FARGO ALARM SERVICES

William T. Urban
(Signature of Debtor)

WILLIAM T. URBAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FORUM FINANCIAL GROUP, INC.

John K Caulfield
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Clerk of Court, Anne Arundel County
Financing Statement Records
Court House
7 Church Circle
Annapolis, Maryland 21401

BOOK 576 PAGE 161

285390

PE

# F I N A N C I N G  S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC

1. NAME AND ADDRESS OF DEBTOR:

Colimore Clarke Associates, Inc.
56 Maryland Avenue
Annapolis, Maryland 21401

RECORD FEE 11.00
POSTAGE .50
#317600 C489 R02 T11:09
01/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. NAME AND ADDRESS OF SECURED PARTY:

The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

3. This Financing Statement covers all:

[ ] Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.

[ ] Inventory, raw materials, etc., including after acquired and proceeds.

[XX] Accounts, including after acquired, and proceeds.

[XX] Contract rights, including after acquired, and proceeds.

[ ] Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.

[ ] Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

[ ]

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____.

5. This transaction is [XX], is not [ ] exempt from the recordation tax. Principal amount of the Debt is $ 14,800.00.

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: John Koehler, Vice President

John P. Koehler, Vice President
(Type Name and Title)

DEBTOR:

Colimore Clarke Associates, Inc.

(X) [signature]

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

11.00
12

STATE OF MARYLAND #6104

# FINANCING STATEMENT

FORM UCC-1 BOOK 576 PAGE 162 Identifying File No. 285391

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Nails Etc., Inc.

Address 564 B. Governor Ritchie Hwy. Severna Park, MD 21146

2. SECURED PARTY

Name Century Financial Services Group, Ltd.

Address 15455 Conway Rd. Suite 350 Chesterfield, MO 63017

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

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list) #6104

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

Name and address of Assignee
Colonial Pacific Leasing Corp
7659 Mohawk PO Box 1100
Tualatin, OR 97062

The foregoing equipment is on lease to the above named lessee.
Filing is intended 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)

RECORD FEE 11.00
POSTAGE .50
#317610 C489 R02 T11:11
01/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Nails, Etc., INC.

X Nancy F. Gambino

(Signature of Debtor)

Nancy F. Gambino, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Century Financial Services Group Ltd.

Victoria E. Armour

(Signature of Secured Party)

Victoria E. Armour, Adm.Asst.
Type or Print Above Signature on Above Line

11.00
58

Schedule A

Century Financial Services Group, Ltd. Lease # 6104

| | |
|---|---|
| 1 | NEW BELVEDERE STYLING STATION |
| 3 | NEW NOVA HYDRAULIC STYLING CHAIRS |
| 1 | NEW BELVEDERE SHAMPOO BOWL |
| 1 | NEW NOVA SHAMPOO CHAIR |
| 1 | NEW IMPERIAL BULKHEAD |
| 1 | NEW DRYER |
| 1 | NEW PEDI EXPRESS ROLL-A-CART |
| 1 | NEW COSMETIC CHAIR |
| 4 | NEW TASK CHAIR |

This Schedule "A" is attached hereto and made a part hereof Century Financial Services Group, Ltd. Lease # 6104 and constitutes a true and accurate description of the equipment.

Lessee: NAILS ETC., INC.

BY: X Nancy F. Gambino
NANCY F. GAMBINO, President

RA/RA UA

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code | Maturity date (if any):

**FOR OFFICE USE ONLY**

Debtor(s) Name (Last Name, First) Complete Address

KOP-FLEX, INC.
HARMANS ROAD
HARMANS, MD 21077

MOR-2096 BOOK 576 PAGE 164

Maturity date (if any):

**FOR OFFICE USE ONLY**

RECORD FEE 11.00
POSTAGE .50
#317620 C489 R02 T11:12
01/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

285392

Secured Party(ies) and Complete Address

MARUKA U.S.A. INC.
16 CHAPIN ROAD
PINE BROOK, NJ 07058

Assignee(s) of Secured Party and Complete Address

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

One new unit Mori Seiki CNC Lathe, Model SL-35B/750, Serial #987, with Fanuc 15TF Control, SMW KNCS 315 Chuck, 30/22 KW Main Motor (40/29.5 HP), Individual external Hour Meter, Machine is Mori Seiki Blue & White Colors, Chip Conveyor with discharge height of 60 inches., two pressure systems for Chuck, Programmable Tailstock, two pressure systems for Programmable Tailstock and all other Standard Accessories.

NOT SUBJECT TO RECORDATION TAX BECAUSE THE EQUIPMENT IS BEING PURCHASED FROM THE SECURED PARTY. SECURED PARTY IS THE SELLER.

When collateral is crops or fixtures complete this portion of form.
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

a. (XX ) Proceeds of Collateral are also covered. b. ( ) Products of Collateral are also covered. | No. of additional sheets presented. ( 1 )

( ) Filed with Register of Deeds and Mortgages of County. ( ) Secretary of State

( XX) Filed with the ~~County~~ Clerk of Circuit Court, Ann Arundel County.

Signature(s) of Debtor(s)

KOP-FLEX, INC.
James Stevenson, C.E.O. Finance

Signature(s) of Secured Party(ies) or Assignee(s)

MARUKA U.S.A. INC.
Masaki Sasaki, General Manager

**FILING OFFICER COPY** — This form of statement is approved by the Secretary of State of ~~Nonclesey~~ Maryland

STANDARD FORM – UNIFORM COMMERCIAL CODE – FORM UCC-1. (Rev. 9/81)

**MARUKA** U.S.A. INC.

16 CHAPIN ROAD, P.O. BOX 653, PINE BROOK, NJ 07058 • PHONE: (201) 227-2343 • FAX: (201) 994-3190

BOOK 576 PAGE 165

November 26, 1991

Kop-Flex, Inc.
Harmans Road
Harmans, MD 21077

Dear Sirs:

In accordance with your Purchase Order #330324, dated September 17, 1991, our agreement is as follows:

Maruka U.S.A. Inc. will furnish one new unit Mori Seiki CNC Lathe, Model SL-35B/750, Serial #987, with Fanuc 15TF Control, SMW KNCS 315 Chuck, 30/22 KW Main Motor (40/29.5HP), Individual external Hour Meter, Machine is Mori Seiki Blue & White Colors, Chip Conveyor with discharge height of 60 inches, two pressure systems for Chuck, Programmable Tailstock, two pressure systems for Programmable Tailstock and all other Standard Accessories to be used by you at your address as written above.

Total purchase price $155,000.00.

F.O.B. your address as written above, but not including rigging into your plant.

Payment Terms: $15,500.00 Down Payment with your order. (Received.)
$116,250.00 due Net 30 Days from our Invoice Date.
$23,250.00 due Net 30 Days from machine start-up and acceptance.

In order to secure the payment of the purchase price of the above described equipment as due, you hereby grant to us a security interest in said machine. ~~and all proceeds derived from its use.~~ Deleted by J.E. Stevenson
Agreed to by Mas Grimmeo.

In Witness Whereof, the parties hereto have executed this agreement as of November 26, 1991.

KOP-FLEX, INC.

James Stevenson, C.F.O. Finance

MARUKA U.S.A. INC.

Masaki Sasaki, General Manager

(MOR-2096)

BOOK 576 PAGE 166

285393 002 MD-Anne Arundel 76672-40

**This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.**

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL): Strawberries Inc.
1A. SOCIAL SECURITY OR FEDERAL TAX NO.:
1B. MAILING ADDRESS: 205 Fortune Boulevard
1C. CITY, STATE: Milford, MA
1D. ZIP CODE: 01757
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL): THIS IS A CORPORATION; SEE EXTENTION SHEET(S) FOR ADDITIONAL NAMES, ADDRESSES AND/OR DBAS.
2A. SOCIAL SECURITY OR FEDERAL TAX NO.:
2B. MAILING ADDRESS:
2C. CITY, STATE:
2D. ZIP CODE:
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY):
3A. FEDERAL TAX NUMBER:
4. SECURED PARTY
NAME Uni Distribution Corporation
MAILING ADDRESS 60 Universal City Plaza, 3rd. Floor
CITY Universal City STATE CA ZIP CODE 91608
4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.:
5. ASSIGNEE OF SECURED PARTY (IF ANY)
NAME
MAILING ADDRESS
CITY STATE ZIP CODE
5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.:

6. This FINANCING STATEMENT covers the following types or items of property **(include description of real property on which located and owner of record when required by instruction 4).**

A. Any and all items of Debtor's inventory that represent Secured Party Goods and that are delivered to Debtor after the date of this Agreement. Secured Party Goods are defined as including but not limited to phonograph records, prerecorded video tapes, prerecorded audio tapes, cassettes, compact discs and any other goods acquired by Debtor from Secured Party. B. Any and all accounts, accounts receivable, book debts, notes, drafts, acceptances, instruments, contract rights, and other forms of obligations now or hereafter received by, belonging to, or owed to Debtor for the goods described in Section 3(A) above, sold or leased by Debtor; and any other right to payment for the goods described in Section 3(A) above sold or leased by Debtor. C. All proceeds of every kind and nature and in whatever form, including without limitation cash, checks and other cash proceeds, and any and all non-cash proceeds, and all credit, fire or other destruction insurance proceeds and claims therefor relating to any of the foregoing Collateral.

"NOT SUBJECT TO RECORDATION TAX"

7. CHECK IF APPLICABLE [X]
7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED [X]
7B. DEBTOR ('S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM [ ] [ ] [ ] [ ]
8. CHECK IF APPLICABLE [X] [ ] DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (n)

9. X [signature] DATE 12/18/91
SIGNATURE (S) OF DEBTOR (S)
Robert L. Kliewe, V.P. Finance
Strawberries Inc.
TYPE OR PRINT NAME (S) OF DEBTOR (S)
[signature] DB/am
SIGNATURE (S) OF SECURED PARTY (IES)
David Durchin, V.P. National Credit
Uni Distribution Corporation
TYPE OR PRINT NAME (S) OF SECURED PARTY (IES)

CODE 1 2 3 4 5 6 7 8 9 0

10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)

RECORD FEE 11.00
POSTAGE .50
#317640 C489 R02 T11:15
01/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

11. RETURN COPY TO:

11.00

NAME
ADDRESS DATA-FILE SERVICES, INC.
CITY 1728 OLYMPIC BLVD.
STATE SANTA MONICA, CA 90404
ZIP CODE (213) 396-3282

FORM UCC-1

76672

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Massachusetts | TOTAL NUMBER OF SHEETS 2

CONTINUATION OF FINANCING STATEMENT BETWEEN

BOOK 576 PAGE 167

SECURED PARTY:

Uni Distribution Corporation
60 Universal City Plaza, 3rd. Floor
Universal City , CA 91608

DEBTOR:

Strawberries Inc.
205 Fortune Boulevard
Milford, MA 01757

Please index this filing to all additional Debtor names, DBAs, and/or addresses as listed below:

ADDITIONAL DEBTOR NAME(S):

1. (NO ADDITIONAL DEBTOR NAMES.)

ADDITIONAL DEBTOR DBA(S):

ADDITIONAL DEBTOR ADDRESS(ES):

| | | | |
|---|---|---|---|
| 1. | 2315-G Forest Drive | Annapolis | MD 21401 |
| 2. | 13693 Connecticut Ave. | Silver Springs | MD 20906 |
| 3. | 6208 Greenbelt Road | Greenbelt | MD 20770 |
| 4. | 7734 Riverdale Road | New Carrollton | MD 20784 |
| 5. | 1613 E. Montgomery Ave. | Rockville | MD 20852 |
| 6. | 4535 Falls Road | Baltimore | MD 21210 |
| 7. | Fredericktown Mall | Frederick | MD 21701 |
| 8. | 1159 University Blvd. | Hyattsville | MD 20787 |
| 9. | 10165 New Hampshire Ave. | Silver Spring | MD 20903 |
| 10. | 6828-B Racetrack Rd. | Bowie | MD 20715 |
| 11. | 701 Russell Ave. | Gaithersburg | MD 20877 |
| 12. | 14378 Baltimore Ave. | Laurel | MD 20707 |
| 13. | 7900 Gov. Ritchie Hwy. | Glen Burnie | MD 21061 |
| 14. | 4115 Branch Ave. | Marlow Heights | MD 20031 |
| 15. | 6201 Oxen Hill Road | Oxen Hill | MD 20745 |
| 16. | 9616 Reisterstown Road | Owings Mills | MD 21117 |
| 17. | Halfway & Massey Blvd. | Hagerstown | MD 21740 |
| 18. | 4808-A Festival Way | Waldorf | MD 20601 |
| 19. | 54 Cranbrook Road | Cockeysville | MD 21030 |

Strawberries Inc.

DEBTOR

~~Melvin A. Wilmore~~

Filing Officer Copy

Robert L. Kleve

Uni Distribution Corporation

SECURED PARTY

2

SHEET No.

285394

BOOK 576 PAGE 168

I hereby certify that I paid recordation tax in the amount of $560.00 to Anne Arundel County.

Marylee Lee

RECORD FEE 12.00
RECORD TAX 560.00
POSTAGE .50
#317650 C489 R02 T11:16
01/10/92
MARY M. ROSE
CLERK CIRCUIT COURT

Debtor or Assignor Form

## MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is $ 80,000.00
☐ To Be Recorded In Land Records (for fixtures, crops, timber, or minerals only).

**DEBTOR**

John P. O'Melia

Marie F. ~~Pulcacz~~ Pukacz M.P.
(Name)

1109 DLong Road Suite C
(Address)

Baltimore, Maryland 21228

**SECURED PARTY (OR ASSIGNEE)**

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Bradley D. Pingrey
(Name of Loan Officer)

18 West Street
(Address)

Annapolis, Maryland 21401

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

ALL ASSETS

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

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

Record Owner, if different from the Debtor: 8894 Ft Smallwood Rd Suite 1A, Pasadena MD 21122

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)**

(Seal)

(Seal)
(Signature)

John P. O'Melia
(Print or Type Name)

Marie F. ~~Pulcacz~~
Pukacz M.P.

**SECURED PARTY (OR ASSIGNEE)**

Bradley Pingrey (Seal)

(Seal)
(Signature)

Bradley D. Pingrey
(Print or Type Name)

12.00
560.00
50

BN-2403 A-8804

STATE OF MARYLAND BOOK 576 PAGE 169

# FINANCING STATEMENT FORM UCC-1

Identifying File No. 285395

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Thomas Edward Green, Jr. and Clarice Odean Green

Address 4733 Telegraph Road, Severn, MD 21144

2. SECURED PARTY

Name David Wayne Milligan

Address 1504 Green Valley Circle, Hanover, MD 21076

_____

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

3. Maturity date of obligation (if any)_____

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

1976 mobile home, VIN 6014027

RECORD FEE 12.00
POSTAGE .50
#597440 C603 R04 T11:16
01/10/92
MARY M. ROSE
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)

Thomas E Green Jr
(Signature of Debtor)

Thomas E Green Jr
Type or Print Above Name on Above Line

Clarice O. Green
(Signature of Debtor)

Clarice O Green
Type or Print Above Signature on Above Line

David Milligan
(Signature of Secured Party)

David Milligan
Type or Print Above Signature on Above Line

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

BOOK 576 PAGE 170

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271075

RECORDED IN LIBER 521 PAGE 349 ON DECEMBER 29, 1987.

1. DEBTOR

NAME: RIVA TRACE CORPORATION

ADDRESS: 2661 RIVA ROAD, HERITAGE OFFICE CENTER

ANNAPOLIS, MARYLAND 21401

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 statement 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
#057520 C003 R04 T11:30
01/10/92

LOT 29 AS SHOWN ON A PLAT ENTITLED "RESUBDIVISION OF RESERVE PARCEL "B" RIVA TRACE SECTION 2 WINTER'S CHASE, WHICH PLAT IS RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN BOOK 106, PAGES 17 AND 18".

_____ (Signature of Debtor)

Richard W. Phoebus, President (Signature of Secured Party)

_____ Printed Name

RICHARD W. PHOEBUS
Type or print above name on above line

Date 12-19-91

RTrace.1UCC

Return to:
Hartman & Crain
2660 Riva Road, 4th Floor
Annapolis, Maryland 21401
T6736

10/58

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

BOOK 576 PAGE 171

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269647

RECORDED IN BOOK 517 PAGE 339 ON SEPTEMBER 8, 1987.

1. DEBTOR

NAME: RIVA TRACE CORPORATION

ADDRESS: 2661 RIVA ROAD, HERITAGE OFFICE CENTER

ANNAPOLIS, MARYLAND 21401

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 statement 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.) |

RECORDING FEE 10.00
POSTAGE .50
1997590 C603 R04 T11:31
01/10/92

LOT 29 AS SHOWN ON A PLAT ENTITLED "RESUBDIVISION OF RESERVE PARCEL "B" RIVA TRACE SECTION 2 WINTER'S CHASE, WHICH PLAT IS RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN BOOK 106, PAGES 17 AND 18".

Richard W. Phoebus, President
(Signature of Debtor) (Signature of Secured Party)

Printed Name

RICHARD W. PHOEBUS
Type or print above name on above line

Date 12-19-91

RTrace.3UCC

Return to:
Hartman & Crain
2660 Riva Road, 4th Floor
Annapolis, Maryland 21401

STATE OF MARYLAND

BOOK 576 PAGE 172

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

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 265964

**RECORDED IN LIBER** 507 **FOLIO** 557 **ON** 02/09/87 **(DATE)**

1. ~~XXXXXX~~ LESSEE:

Name JOAN G. MORELAND, ROSS E. MORELAND, DALE H. MORELAND

Address 4834 Muddy Creek Road, Galesville, Maryland 20765

2. ~~XXXXXXXXXXXX~~ LESSOR:

Name TELMARK INC.

Address P.O. Box 4943, Syracuse, New York 13221

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

RECORD FEE 10.00
POSTAGE .50
#035330 C191 R03 T13:50
01/10/92
MARY M. ROSE
CLERK 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.)

TERMINATION

15.50

**Dated** 11/19/91

TELMARK INC.

John K. Daviau
(Signature of ~~Secured Party~~) ~~XXXXXXXXXXXX~~ LESSOR

John K. Daviau, Collection Supervisor
**Type or Print Above Name on Above Line**

BOOK 576 PAGE 173

State _____

County/City Anne Arundel Co.

## TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

This Termination Statement shall apply to Original Financing Statement, Identifying File No. 280532 recorded in Liber 554, Folio 314 on 4/10/ 19 90.

1. Debtor(s):

Name(s) Chilltrol, Inc.

Address 152 D. Blades Lane

Glen Burnie, Maryland 21061

DJ

2. Secured Party:

Name Signet Bank/Maryland

Address Baltimore & St. Paul Streets

Baltimore, Maryland 21203

RECORD FEE 10.00
POSTAGE .50
M280470 C263 R01 T11:51
01/10/92
MARY M. ROSE
CLK CIR. CIRCUIT COURT

The Secured Party further certifies they no longer claim a security interest under the original Financing Statement referred to above.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return same to the party designated below:

RETURN TO: Debtor's Address

Chilltrol, Inc
152-D Blades Lane
Glen Burnie, Md 21060

Dated: 12/12, 19 91

Secured Party:

Signet Bank/Maryland

By: Nancy Fox

Nancy Fox AVP
(Type Name and Title)

10.00
32

State _____ BOOK 576 PAGE 174

County/City Anne Arundel County

## TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

This Termination Statement shall apply to Original Financing Statement, Identifying File No. 275614 recorded in Liber 535, Folio 261 on 12/6 19 88.

1. Debtor(s):

Name(s) Chilltrol, Inc.

Address 912 Pier Point Drive

Pasadena, Maryland 21122

DJ

RECORD FEE 10.00
POSTAGE .50
#2304B0 C263 R01 T11:51
01/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. Secured Party:

Name Signet Bank/Maryland

Address Baltimore & St. Paul Streets

Baltimore, Maryland 21203

The Secured Party further certifies they no longer claim a security interest under the original Financing Statement referred to above.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return same to the party designated below:

RETURN TO: Debtor's Address

Chilltrol, Inc
152-D Blades Lane
Glen Burnie, Md 21060

Dated: 12/12, 19 91

Secured Party:

Signet Bank/Maryland

By: Nancy Fox

Nancy Fox AVP
(Type Name and Title)

10.50

B1858
Anne Arundel Cty
MD

STATE OF MARYLAND

BOOK 576 PAGE 175

DJ

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

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 282385 /3357

**RECORDED IN LIBER** 562 **FOLIO** 140 **ON** 11/15/90 **(DATE)**

**1. DEBTOR**

**Name** BROWN, CROFT AND FRAZIER, P.A.

**Address** 100 CATHEDRAL STREET, ANNAPOLIS, M.D. 21401

**2. SECURED PARTY**

**Name** EXECULEASE CORPORATION

**Address** THE EXECULEASE BUILDING, ELMONT, NY 11003

DJ

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

RECORD FEE 10.00
POSTAGE .50
M280550 C263 R01 T12:04
01/10/92
MARY M ROSE
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.)

Please Assign To: Tilden Financial Corp.
2 Lambert Street
Roslyn Heights, NY 11577

**All collateral described in the Financing Statement to which this assignment relates**

10
50
5

Please return Acknowledgment to:
Tilden Financial Corp.
2 Lambert Street
Roslyn Heights, NY 11577

**Dated** _____

Diane E. Bilen
**(Signature of Secured Party)**

Execulease Corporation
**Type or Print Above Name on Above Line**

BOOK 576 PAGE 176

285398

DJ

To be Recorded:

✓ Among the Financing Statement Records of Anne Arundel County, Maryland

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Article of the Annotated Code of Maryland.

INDEMNITY FINANCING STATEMENT

Indemnitor: NORCUR, INC.
6700 McLean Way
Glen Burnie, Maryland 21060-6480
Attn: Frederick W. Rich

Secured Party: THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street
Baltimore, Maryland 21201
Attn: Leon Wynne

RECORD FEE 17.00
POSTAGE .50
ANNEX FEES R01 T12:09
01/10/92
MARY ROSE
AA CO. CIRCUIT COURT

1. This Financing Statement covers, and the Indemnitor hereby grants to the Secured Party a security interest in, all of the Indemnitor's right, title, and interest in and to:

(i) all of the landlord's interest in the Lease dated January 2, 1986, as amended, by and between NORCUR, INC., and McLEAN CONTRACTING COMPANY, and

(ii) all walks, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, and building materials, including but not limited to 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, washer, dryers, attached cabinets, partitions, ducts and compressors installed or to be installed or used or useable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the land described on Exhibit A attached hereto. Excluding, however, property of tenants on the aforesaid land, including but not limited to such tenant's trade fixtures,

17.50

RES:38244.1:12/31/91

machinery and construction equipment whether or not attached to realty.

2. The proceeds and products of the above-described property are secured, as are future advances, after-acquired property, and any substitutions, renewals, replacements, additions or accretions to or of any of the above-described property.

3. The Indemnitor certifies that no recordation tax is due in connection with the filing of this financing statement.

INDEMNITOR:

NORCUR, INC.

By: _____ (SEAL)
Name: FREDERICK W. RICH
Title: PRESIDENT

DATE: 12/31, 1991

Filing Officer: After Recording Please Return To:

Robert E. Scher, Esquire
Ober, Kaler, Grimes & Shriver
120 East Baltimore Street
Baltimore, Maryland 21202-1643
(301) 685-1120

EXHIBIT A

BEGINNING for the first at a point on the east end of Division Street and at the end of the 11th line of the land described in the deed from Fansteel Inc., to Armco Steel Corp., dated April 10, 1970 and recorded among the Land Records of Baltimore City in Liber R.H.B. 2624, page 91, running thence binding reversely on the 11th, 10th and 9th lines of said land, three courses: (1) South 50 degrees 00 minutes 38 seconds East 44.90 feet, (2) South 58 degrees 56 minutes 55 seconds East 94.38 feet, and (3) South 62 degrees 27 minutes 46 seconds East 107.03 feet to the and of the 12th line of the 38.8470 acre parcel of land described in the deed from E. I. DuPont De Nemours and Company to Gambel, Industries dated September 29, 1969 and recorded among said Land Records in Liber R.H.B. 2567, page 585, thence binding reversely on a part of said 12th line, (4) South 04 degrees 07 minutes 19 seconds East 36.26 feet, thence along line (g) and a part of line (h) of Easements No. 1 and No. 2, as described in the Deed from E. I. DuPont De Nemours and Company to Fansteel Metallurgical Corporation, dated January 12, 1968 and recorded among said Land Records in Liber J.F.C. 2324, page 309, two courses: (5) northwesterly, by a curve to the right with the radius of 800.00 feet, the distance of 225.98 feet, the chord of said arc beig North 58 degrees 06 minutes 10 seconds West 225.23 feet, and (6) North 50 degrees 00 minutes 38 seconds West 25.06 feet, thence along a part of the east end of said Division Street, (7) North 04 degrees 46 minutes 01 seconds West 28.17 feet to the place of beginning. Containing 0.1577 of an acre of land.

BEGINNING for the second at the end of the seventh line of the 38.8470 acre parcel of land described in the deed from E.I. DuPont De Nemours and Company to Gambel, Industries dated September 29, 1969 and recorded among the Land Records of Baltimore City in Liber R.H.B. 2567, page 585, running thence binding on the eighth thru the fourteenth lines of said land, seven courses: (1) North 04 degrees 07 minutes 19 seconds West 214.96 feet, (2) North 85 degrees 52 minutes 41 seconds East 10.00 feet, (3) North 04 degrees 07 minutes 19 seconds West 78.00 feet, (4) South 85 degrees 52 minutes 41 seconds West 10.00 feet, (5) North 04 degrees 07 minutes 19 seconds West 288.81 feet, (6) easterly, by a curve to the left with a radius of 600.00 feet, the distance of 68.27 feet, the chord of said arc being South 80 degrees 27 minutes 36 seconds East 68.23 feet, and (7) South 83 degrees 43 minutes 10 seconds East 180.00 feet, thence for lines of division six courses, (8) South 05 degrees 31 minutes 44 seconds West 32.09 feet, (9) South 82 degrees 39 minutes 10 seconds East 47.79 feet, (10) easterly, by a curve to the left with a radius of 503.75 feet, the distance of 88.04 feet, the chord of said arc being South 87 degrees 39 minutes 35 seconds East 87.93 feet, (11) North 87 degrees 20 minutes 00 seconds East 279.65 feet, (12) easterly, by a curve to the right with a radius of 3814.20 feet, the distance of 102.44 feet, the chord of said arc being North 88

degrees 06 minutes 10 seconds East 102.44 feet, and (13) South 56 degrees 11 minutes 30 seconds East 12.22 feet to a point on the 21st line of said 38.8470 acre parcel, thence binding on a part of said 21st line and binding on the 22nd, 23rd, 24th and part of the 25th lines of said parcel, five courses: (14) South 00 degrees 45 minutes 14 seconds West 200.00 feet, (15) South 01 degrees 19 minutes 22 seconds West 42.67 feet, (16) South 89 degrees 07 minutes 38 seconds East 107.00 feet, (17) South 00 degrees 09 minutes 51 seconds West 386.50 feet, and (18) South 04 degrees 28 minutes 38 seconds East 211.14 feet, thence for lines of division two courses: (19) South 85 degrees 31 minutes 22 seconds West 629.95 feet, and (20) North 42 degrees 11 minutes 40 seconds West 492.40 feet to a point on said seventh line hereinabove referred to, thence binding on a part of said seventh line, (21) North 85 degrees 41 minutes 13 seconds East 111.87 feet to the place of beginning. Containing 16.1000 acres of land.

TOGETHER with all right, title, interest and estate in and to a parcel containing 0.594 acre of land more or less adjacent to the East Side of the property above described.

STATE OF MARYLAND
BOOK 370 PAGE 180

285399

# FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

DJ

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. 18, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Timothy A. Perry

Address 106 Deale Rd. Tracey's Landing, MD 20779

2. SECURED PARTY

Name Chaires Bros. Equip., Inc.

Address P.O. Box 258 Queen Anne, MD 21657

Assigned to: Jonn Deere Co. 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 Used JD 4640 Row Crop Tractor
00003696

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
M2R1170 C263 R01 T14:26
01/10/92
MARY M. ROSE
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 Timothy A. Perry
(Signature of Debtor)

Timothy A. Perry
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
(Signature of Secured Party)

_____
Type or Print Above Signature on Above Line

_____
Type or Print Above Signature on Above Line

11
5

Exempt from taxes
(K)UCC 1208K-Y

STATE OF MARYLAND Conditional sales Contract

# FINANCING STATEMENT

FORM BOOK 576 PAGE 181 Identifying File No. 285400

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

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

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

This financing statement Dated 12/27/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael P. & Lisa M. Collins

Address 1207 Ripple Ct. Pasadena, MD 21122

2. SECURED PARTY

Name NORWEST FINANCIAL

Address 6710 Ritchie Hwy. S&E Glen Bernie, 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)

a. DP 48412 table
b. 8 - S5000 chairs
c. L2 -6234 X
D. L2 6134 X > P2298 sofa & Loveseat
E. 4620 coffee table
f. 4600 END table
G. 110H & 110 F Rails
H. 136 NIGHT Stand
I. 112 Dresser
J. 154 tri-mirror

DJ

RECORD FEE 12.00
POSTAGE .50
#281260 C263 R01 T14:35
01/10/92

CHECK ☒ THE LINES WHICH APPLY

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

MARY ANN ROSE
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)

12/5

x Michael P. Collins
(Signature of Debtor)

Michael P. Collins
Type or Print Above Name on Above Line

x Lisa M. Collins
(Signature of Debtor)

Lisa M. Collins
Type or Print Above Signature on Above Line

Steve Risinger
(Signature of Secured Party)

STEVE RISINGER
Type or Print Above Signature on Above Line

BOOK 576 PAGE 182

STATE OF MARYLAND

Anne Arundel County

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

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 264892

**RECORDED IN LIBER** 505 **FOLIO** 415 **ON** December 2, 1986 **(DATE)**

**1. DEBTOR**

**Name** RT Leasing Associates

**Address** 1710 Midway Roadd Odenton, MD 21113

**2. SECURED PARTY**

**Name** Mellon Bank, N.A.

**Address** 1735 Market Street

Philadelphia, PA 19103

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

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

DJ

**CHECK ☒ FORM OF STATEMENT**

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

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

**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.)**

FILING FEE 10.00
.50
A201320 C263 R01 T15:06
01/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

**Dated** December 30th, 1991

Robert L. Spatafore
**(Signature of Secured Party)**

Robert L. Spatafore
**Type or Print Above Name on Above Line**

10 50

STATE OF MARYLAND
BOOK 576 PAGE 183

285401

PW

# FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

DJ

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

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

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

This financing statement Dated 12/27/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FMR. DAVE M. LASPINA

Address 300 N. HAMMONDS FERRY RD LINTHICUM, MD 21090

2. SECURED PARTY

Name FORWEST FINANCIAL MARYLAND INC

Address 6710 RITCHIE HGWY SUITE E 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) 12/27/93

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

1 GUITAR
1 AMP
1 STEREO
1 TAPE RECORDER
1 VCR
1 TELEVISION
1 RADIO

TENTS & OTHER CAMPING EQUIPMENT
HOBBY EQUIPMENT
CAMERAS & OTHER PHOTOGRAPHIC EQUIPMENT
CLOCKS
JEWELRY
LAWN MOWER

RECORD FEE 11.00
POSTAGE .50
M201280 C263 R01 T14:39
01/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

**CHECK ☒ THE LINES WHICH APPLY**

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

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

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

11.50

(Signature of Debtor)

DAVE LASPINA
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

ARTHUR S. MONROE JR.
Type or Print Above Signature on Above Line

BOOK 576 PAGE 184 285402

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)
The Eye Concept Inc.
Marley Station Mall #143E
Glen Burnie, Md. 21236

11246

2. Secured Party(ies) and address(es)
Federal Leasing Corp.
66 W. Mt. Pleasant Avenue
Livingston, N.J. 07039

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

4. This financing statement covers the following types (or items) of property:
(1) Marco Combo Chair/Stand Keratometer Arm
(1) Reichert Keratometer & Mount
(1) Maroc RT3 Phoroptor
(1) Topcon Projector Wall Mount

NOT SUBJECT TO TAX RECORDATION

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

CLERK FEE 11.00
POSTAGE .50
A281370 C263 R01 T15:16

This Financing Statement is being recorded pursuant to a lease between the secured party and the debtor for notice purposes only and shall not be deemed to grant the debtor any other property interest in the equipment described herein. Including proceeds of fire insurance, if any

07/10/92
MARY M. ROSE

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:
AA CO. CIRCUIT COURT
Anne Arundel County

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

The Eye Concept Inc.
By: Stuart Goddard
Signature(s) of Debtor(s)
Stuart Goddard, Attorney in Fact

Federal Leasing Corp.
By: Stuart Goddard
Signature(s) of Secured Party(ies)
Stuart Goddard, Operations Manager

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

PE

285403

TO BE RECORDED IN THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY
RECORDATION TAX PAID (IF DUE) TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

BOOK 576 PAGE 186

DJ

FINANCING STATEMENT

1. Name & Address of Debtor: STONEY HAVEN JOINT VENTURE
405 Maple Lane, N.W.
Glen Burnie, Maryland 21061

2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, Maryland 21401

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

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at Lot No. 15R, Green Haven Subdivision, 7716 Grace Avenue, Pasadena, Maryland 21122, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon Lot No. 15R, Green Haven Subdivision, 7716 Grace Avenue, Pasadena, Maryland 21122, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing,all furnishings, screens, storm windows and doors,floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

RECORD FEE 15.00
POSTAGE .50
H03860 V171 R03 T10:31
01/13/92
MARY M. ROSE
AA CO. CIRCUIT COURT

(b) Proceeds of all collateral are covered.

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

15.50

Debtors:

STONEY HAVEN JOINT VENTURE

BY: MAPLE LEAF CONSTRUCTION, INC., Joint Venturer

BY: Barbara A. Hussey President
BARBARA A. HUSSEY, President

BY: HOMES BY ANGE, INC., Joint Venturer

BY: Mark F. Ange President
MARK F. ANGE, President

Secured Party:

BANK OF ANNAPOLIS

BY: AGENT
Steven G. Tyler, Agent

k:\docs\b005.156\stonhavn.fs2

**EXHIBIT "A"**

ALL that lot or parcel of ground situate, lying and being in the Third Assessment District, Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Numbered 15R, as shown on a plat entitled "2nd Revision GREEN HAVEN SUBDIVISION, a Resubdivision of Armiger Addition, Sec. A, Lots 1-39, Block A, Plat Book 117, folio 4", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 118, page 50.

BEING a part of the same property which by deed dated February 13, 1989, and recorded among the Land Records of Anne Arundel County in Liber 5028, folio 345, was granted and conveyed by PILLI DEVELOPMENT CO., INC., a Maryland Corporation, unto STONEY HAVEN JOINT VENTURE, a Maryland Joint Venture.

k:\docs\b005.156\stonhavn.exh

285404

BOOK 5465 PAGE 532

BOOK 576 PAGE 189

NOT SUBJECT TO
RECORDATION TAX

DJ

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR: John J. Dowd
2585 Tarnans Branch Crossing
Davidsonville, MD 21035

2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK
7474 Greenway Center Drive
11th Floor
Greenbelt, MD 20770-3505
Attn: Mr. Robert J. Montanari
Vice President

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

(a) All of the Debtor's right, title and interest as a general and/or limited partner of Royal Plaza Associates Limited Partnership, a Maryland limited partnership (the "Partnership"), whether now owned or hereafter acquired, to receive from the Partnership cash and non-cash distributions (regardless of how such distributions are classified); profits; income; revenue; losses; the return of capital; development, management and similar fees; and the principal of and interest on all loans now or hereafter made by the Debtor to the Partnership and all notes and other instruments now or hereafter evidencing the right to receive payment of, and all benefits and privileges now or hereafter accruing with respect to, the foregoing.

(b) All cash and non-cash proceeds of the foregoing.

RECORD FEE 11.00
.50
#270 C263 R01 T13:50
01/13/92
MARY M. ROSE
CLERK OF CIRCUIT COURT
12.00
2.00
PR
.50
#253800 C263 R01 T13:40
11/29/91
MARY M. ROSE
CLERK OF CIRCUIT COURT

DEBTOR:

JOHN J. DOWD

SECURED PARTY:

MARYLAND NATIONAL BANK

By: _____
Robert J. Montanari
Vice President

Filing Officer: After recordation, please return this Financing Statement to:

Richard M. Pollak, Esquire
Miles & Stockbridge
11350 Random Hills Road, Suite 500
Fairfax, Virginia 22030

Mail to _____

12.00

11.00

BOOK 576 PAGE 190 285405 3

BOOK 5465 PAGE 523

NOT SUBJECT TO
RECORDATION TAX ✓

DJ

## FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR: Rosario L. Marinucci
541 Revell Highway
Annapolis, MD 20401

RECORD FEE 11.00
POSTAGE .50

2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK
7474 Greenway Center Drive
11th Floor
Greenbelt, MD 20770-3505
Attn: Mr. Robert J. Montanari
Vice President

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

(a) All of the Debtor's right, title and interest as a partner of Odell Acres Partnership, a Maryland general partnership (the "Partnership"), whether now owned or hereafter acquired, to receive from the Partnership cash and non-cash distributions (regardless of how such distributions are classified); profits; income; revenue; losses; the return of capital; development, management and similar fees; and the principal of and interest on all loans now or hereafter made by the Debtor to the Partnership and all notes and other instruments now or hereafter evidencing the right to receive payment of, and all benefits and privileges now or hereafter accruing with respect to, the foregoing.

(b) All cash and non-cash proceeds of the foregoing.

DEBTOR:

ROSARIO L. MARINUCCI

SECURED PARTY:

MARYLAND NATIONAL BANK

By: _____
Robert J. Montanari
Vice President

Filing Officer: After recordation, please return this Financing Statement to:

Richard M. Pollak, Esquire
Miles & Stockbridge
11350 Random Hills Road, Suite 500
Fairfax, Virginia 22030

Mail to _____

12 20

11 50

Clerk of Court, Anne Arundel County
Financing Statement Records
Court House
7 Church Circle
Annapolis, Maryland 21401

285406

BOOK 576 PAGE 191

# F I N A N C I N G  S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

   Lapenta and Dabbs, M.D., P.A.
   600 Ridgely Avenue, Suite 120
   Annapolis, Maryland 21401

2. NAME AND ADDRESS OF SECURED PARTY:

   The Annapolis Banking and Trust Company
   1824 George Avenue
   Annapolis, Maryland 21401

3. This Financing Statement covers all:

   [ ] Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.

   [ ] Inventory, raw materials, etc., including after acquired and proceeds.

   [XX] Accounts, including after acquired, and proceeds.

   [ ] Contract rights, including after acquired, and proceeds.

   [ ] Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.

   [ ] Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

   [ ]

RECORD FEE 11.00
POSTAGE .50
#036110 C191 R03 T13:27
01/13/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

5. This transaction is [XX], is not [ ] exempt from the recordation tax. Principal amount of the Debt is $ 50,000.00.

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: _____
Charles E. Ruch, Jr.
Vice President

(Type Name and Title)

DEBTOR:

Lapenta and Dabbs, M.D., P.A.

By: _____
William A. Dabbs, President

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

043712

PE

BOOK 576 PAGE 192

285407

DJ

Debtor or Assignor Form

# FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $40,000.00

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

| Name of Debtor | Address |
|---|---|
| Severna Park Photo, Inc. | 555 Baltimore Annapolis Blvd<br>Severna Park, Maryland 21146 |

| Secured Party | Address |
|---|---|
| Farmers National Bank of Maryland | 5 Church Circle<br>Annapolis, Maryland 21401 |

**Assignee**

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

Attach separate list if necessary

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

   New (1) Kodak Cap II System

   Serial # 22651119

RECORD FEE 13.00
RECORD TAX 280.00
POSTAGE .50
#036290 C191 R03 T14:51
01/11/92
MARY M. ROSE
AA CO. 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 ☐ 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)
Severna Park Photo, Inc.

Thomas W. Alban - Pres.

Secured Party (or Assignee)

THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY Earl C. McNay, AVP

Type or print names under signatures

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

280.50

6560
MB 3635[redacted]-9001-008149
[redacted]e County
Anne Arundel

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

BOOK 576 PAGE 193

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 475174 recorded in Liber 365, Folio 957 on November 21, 1979 (date).

DEBTOR: RDS, Limited
1530 Russell Street
Baltimore, Maryland 21230

Angus R. Gross, Jr. and Anna M. Gross
4001 Chatham Road
Ellicott City, Maryland 21043

Gross Mechanical Laboratories, Inc.
1530 Russell Street
Baltimore, Maryland 21230

SECURED PARTY: Anne Arundel County, Maryland
Arundel Center
Northwest and Calvert Streets
Annapolis, Maryland 21401

ASSIGNEE: Maryland National Bank
10 Light Street
Baltimore, Maryland 21202

Maryland National Bank, as Agent
10 Light Street
Baltimore, Maryland 21202

DJ

RECORD FEE 10.00
POSTAGE .50
#243000 C489 R02 T14:28
10/18/91
MARY M. ROSE
AA CO. CIRCUIT COURT

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

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

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

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

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

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

8.

9. DEBTOR:

SECURED PARTY:

MARYLAND NATIONAL BANK

By Leroy R. Jenkins, Jr.
Leroy R. Jenkins, Jr.
Senior Loan Policy Officer
(Type Name and Title)

10.00
SB

Form 24 11 83

BOOK 576 PAGE 194

285419

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

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Name of Debtor: C. THOMAS MCMILLEN
   Address: 1167 Jeffrey Drive
   Crofton, Maryland 21114
   Attention: Donna Cox

2. Name of
   Secured Party: AMERICAN SECURITY BANK, N.A.
   Address: 1501 Pennsylvania Avenue, N.W.
   Washington, D.C. 20013
   Attention: Mary T. LaClair

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

   (a) seven percent (7%) limited partnership interest in American Beeper Association, Limited Partnership held in the name of C. Thomas McMillen; and

   (b) all monies due or to become due under any and all of the above-referenced property, all cash, stock and other dividends now or hereafter declared thereon, all rights to subscribe to securities now or hereafter incident to, declared or granted in connection therewith, and all distributions (cash or property) made or to be made in connection therewith or incident thereto, together with all cash and noncash proceeds thereof and the proceeds of all insurance policies covering all or any part of such property.

RECORD FEE 11.00
.50
0263 R01 T09:55
01/14/92
MARY M. ROSE
CO. CIRCUIT COURT

DEBTOR: C. Thomas McMillen

C. Thomas McMillen

PLEASE RETURN TO:

AMERICAN SECURITY BANK, N.A.
1501 Pennsylvania Avenue, N.W.
Washington, D.C. 20013
Attention: Mary T. LaClair

7575/DCBNK

Mail to

11.50

BOOK 576 PAGE 194

285419

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

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Name of Debtor: C. THOMAS MCMILLEN
   Address: 1167 Jeffrey Drive
   Crofton, Maryland 21114
   Attention: Donna Cox

2. Name of
   Secured Party: AMERICAN SECURITY BANK, N.A.
   Address: 1501 Pennsylvania Avenue, N.W.
   Washington, D.C. 20013
   Attention: Mary T. LaClair

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

   (a) seven percent (7%) limited partnership interest in American Beeper Association, Limited Partnership held in the name of C. Thomas McMillen; and

   (b) all monies due or to become due under any and all of the above-referenced property, all cash, stock and other dividends now or hereafter declared thereon, all rights to subscribe to securities now or hereafter incident to, declared or granted in connection therewith, and all distributions (cash or property) made or to be made in connection therewith or incident thereto, together with all cash and noncash proceeds thereof and the proceeds of all insurance policies covering all or any part of such property.

RECORD FEE 11.00
.50
0263 R01 T09:55
01/14/92
MARY M. ROSE
AA CO. CIRCUIT COURT

DEBTOR: C. Thomas McMillen

C. Thomas McMillen

PLEASE RETURN TO:

AMERICAN SECURITY BANK, N.A.
1501 Pennsylvania Avenue, N.W.
Washington, D.C. 20013
Attention: Mary T. LaClair

7575/DCBNK

Mail to

11.50

Clerk of Court, Anne Arundel County
Financing Statement Records
Court House
7 Church Circle
Annapolis, Maryland 21401

285406

BOOK 576 PAGE 191

# F I N A N C I N G  S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

   Lapenta and Dabbs, M.D., P.A.
   600 Ridgely Avenue, Suite 120
   Annapolis, Maryland 21401

2. NAME AND ADDRESS OF SECURED PARTY:

   The Annapolis Banking and Trust Company
   1824 George Avenue
   Annapolis, Maryland 21401

3. This Financing Statement covers all:

   [ ] Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.

   [ ] Inventory, raw materials, etc., including after acquired and proceeds.

   [XX] Accounts, including after acquired, and proceeds.

   [ ] Contract rights, including after acquired, and proceeds.

   [ ] Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.

   [ ] Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

   [ ]

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

5. This transaction is [XX], is not [ ] exempt from the recordation tax.
   Principal amount of the Debt is $ 50,000.00.

RECORD FEE 11.00
POSTAGE .50
#036110 C191 R03 T13:27
01/23/92
MARY M. ROSE
AA CO. CIRCUIT COURT

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: Charles E. Ruch, Jr.
Vice President

(Type Name and Title)

DEBTOR:

Lapenta and Dabbs, M.D., P.A.

By: William A. Dabbs, President

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

043712

PE

BOOK 576 PAGE 192 285407

DJ

Debtor or Assignor Form

# FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $40,000.00

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

**Name of Debtor**

Severna Park Photo, Inc.

**Address**

555 Baltimore Annapolis Blvd
Severna Park, Maryland 21146

**Secured Party**

Farmers National Bank of Maryland

**Address**

5 Church Circle
Annapolis, Maryland 21401

**Assignee**

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

Attach separate list if necessary

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

New (1) Kodak Cap II System

Serial # 22651119

RECORD FEE 11.00
RECORD TAX 280.00
POSTAGE .50
M03A030 C191 R03 T14:51
01/13/92
MARY H. ROSE
AA CO. 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 ☐ 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)
Severna Park Photo, Inc.
Thomas W. Urban - Pres.

Secured Party (or Assignee)

**THE FARMERS NATIONAL BANK OF ANNAPOLIS**

BY Earl C. McNay, AVP

Type or print names under signatures

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

11
280
50

6560
MNB 363[illegible]-9001-008149
~~Baltimore~~ County
Anne Arundel

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

BOOK 576 PAGE 193

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 475174 recorded in Liber 365, Folio 957 on November 21, 1979 (date).

**DEBTOR:**

RDS, Limited
1530 Russell Street
Baltimore, Maryland 21230

Angus R. Gross, Jr. and Anna M. Gross
4001 Chatham Road
Ellicott City, Maryland 21043

Gross Mechanical Laboratories, Inc.
1530 Russell Street
Baltimore, Maryland 21230

**SECURED PARTY:**

Anne Arundel County, Maryland
Arundel Center
Northwest and Calvert Streets
Annapolis, Maryland 21401

**ASSIGNEE:**

Maryland National Bank
10 Light Street
Baltimore, Maryland 21202

Maryland National Bank, as Agent
10 Light Street
Baltimore, Maryland 21202

DJ

RECORD FEE 10.00
POSTAGE .50
#243000 C489 R02 T14:28
10/18/91
MARY M. ROSE
AA CO. CIRCUIT COURT

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

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

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

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

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

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

8.

9. **DEBTOR:**

**SECURED PARTY**

MARYLAND NATIONAL BANK

By Leroy R. Jenkins, Jr.
Leroy R. Jenkins, Jr.
Senior Loan Policy Officer
(Type Name and Title)

10.00
SC

Form 24 11 83

BOOK 576 PAGE 194

285419

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

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Name of Debtor: C. THOMAS MCMILLEN
   Address: 1167 Jeffrey Drive
   Crofton, Maryland 21114
   Attention: Donna Cox

2. Name of
   Secured Party: AMERICAN SECURITY BANK, N.A.
   Address: 1501 Pennsylvania Avenue, N.W.
   Washington, D.C. 20013
   Attention: Mary T. LaClair

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

   (a) seven percent (7%) limited partnership interest in American Beeper Association, Limited Partnership held in the name of C. Thomas McMillen; and

   (b) all monies due or to become due under any and all of the above-referenced property, all cash, stock and other dividends now or hereafter declared thereon, all rights to subscribe to securities now or hereafter incident to, declared or granted in connection therewith, and all distributions (cash or property) made or to be made in connection therewith or incident thereto, together with all cash and noncash proceeds thereof and the proceeds of all insurance policies covering all or any part of such property.

RECORD FEE 11.00
.50
0263 R01 T09:55
01/14/92
MARY M. ROSE
AA CO. CIRCUIT COURT

DEBTOR: C. Thomas McMillen

PLEASE RETURN TO:

AMERICAN SECURITY BANK, N.A.
1501 Pennsylvania Avenue, N.W.
Washington, D.C. 20013
Attention: Mary T. LaClair

7575/DCBNK

Mail to

11-50

BOOK 576 PAGE 195 285408

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

**FINANCING STATEMENT**

1. Name & Address of Debtor: LUMBER & LANDSCAPES, a sole proprietorship, by EDWARD C. BALINSKY, Sole Proprietor
3177 Rolling Road
Edgewater, MD 21037

2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All the fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and components or parts thereof and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the Property (whether or not delivered thereto), and all such as are now or hereafter located in or upon the Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, to the extent now or hereafter existing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the

14.00
.50
01/14/92
ROSE
COURT

operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property and other property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

LUMBER & LANDSCAPES,
a sole proprietorship

By: _____ (SEAL)
EDWARD C. BALINSKY,
Sole Proprietor

Secured Party:

BANK OF ANNAPOLIS

By: _____ (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

lumber.fs2 b005.162

EXHIBIT "A"



ALL that lot or parcel of ground situate, lying and being in the First Assessment District of Anne Arundel County, Maryland, and subject to the restrictions rehereinafter referred to and being described according to survey and plat as follows, said plat being attached hereto and recorded herewith:

RUNNING from station M43, as shown on said plat, South 54 degrees 28.2 minutes East 149.48 feet to station 431B, thence South 48 degrees 44.9 minutes East 100 feet to station 704, the BEGINNING, thence binding on land to be conveyed to Joseph P. Burns and wife, North 41 degrees 15.1 minutes East 278 feet to station 708, thence binding on a public parkway at the bottom of the valley, South 34 degrees 42.6 minutes East 103.08 feet to station 709, thence leaving the parkway and binding on land still owned by Walter H. Dunlap, South 41 degrees 15.1 minutes West 253.00 feet to station 703, thence binding on a public roadway known as Fox Hill Road, North 48 degrees 44.9 minutes West 100 feet to the beginning, containing 0.610 of an acre, more or less. BEING part of a tract of land known as "Wild Acres", which was conveyed by Powell Vickers to Walter H. Dunlap by Deed dated July 8, 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 204, folio 183. Stakes set by the 1938 surveyor marking the 17th, 18th, 20th, 21st, 23rd and 24th stations were found in place and have been replaced by permanent markers. The 1938 survey was based on the 1938 magnetic meridian, whereas the 1951 survey made by Walter H. Dunlap, licensed Land Surveyor, is based on the true meridian. Stations designated by the letter "M" as "M37" on the appended plat, are marked by concrete monuments, said plat being an integral part of the aforegoing description.

BOOK 576 PAGE 198 285409

**TO BE RECORDED AMONG THE FINANCING (CHATTEL) RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

91259
Chattel
1 of 2

Not subject to Recordation Tax
Principal amount of debt
secured is:

December 31, 1991

$2,186,250.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded on October 17, 1991 in Liber 5432 at folio 372 among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

| | | |
|---|---|---|
| 1. | Debtor: | Address: |
| | PORTEN COMPANIES, INC.<br>and<br>CROFTON FAIRWAYS LIMITED PARTNERSHIP | 4520 East West Highway<br>Suite 500<br>Bethesda, Maryland 20814 |
| 2. | Secured Party: | Address: |
| | AMERIBANC DEVELOPMENT CORPORATION | 7630 Little River Turnpike<br>Suite 912<br>Annandale, Virginia 22003 |
| 3. | Trustee: | Address: |
| | AMERIBANC SERVICE CORPORATION | 7630 Little River Turnpike<br>Suite 912<br>Annandale, Virginia 22003 |

RECORD FEE 28.00
POSTAGE .50
#599100 C803 R04 T13:08
01/14/92

21
20

4. This Financing Statement covers:

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

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

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

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

(e) All leases of the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described and all right, title and interest of the Debtor thereunder including, without

limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such lease or apply to one or more of the installments of rent coming due immediately prior to the expiration of such terms and including, again without limitation, the right to receive and collect the rents thereunder; and

(f) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the premises hereinafter described now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder including, without limitation, cash or securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder and including, again without limitation, the right to receive and collect the proceeds thereof; and

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

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

5. The aforesaid items are included as security in a certain Deed of Trust dated September 30, 1991 and recorded October 17, 1991 in Liber 5432 at folio 372 given by Porten Companies, Inc. to the Trustee named above and recorded among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

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

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

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

Debtor:

PORTEN COMPANIES, INC.

By: _____
Stephan L. Porten, President

CROFTON FAIRWAYS LIMITED PARTNERSHIP

By: Fairways Development Corp.,
General Partner

By: _____
Herman I. Porten, President

By: Brown Walden, Inc.,
General Partner

By: _____
John M. Prugh,
President

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

AMERIBANC SAVINGS BANK, FSB
7630 Little River Turnpike - Suite 112
Annandale, Virginia 22003

Attn: Richard D. Opal, Senior Vice President

(DISC:PORTEN)
PORTEN.FS2

"Exhibit A"

Lots 31-38, inclusive, Section Nine as shown on a Plat entitled "Walden Planned Unit Development, Section Nine" recorded among the Plat Records of Anne Arundel County, Maryland, at Plat Book 123, Pages 39, 40 and 41.

"EXHIBIT B"

Lots 1-30, inclusive, Lots 39, 40 and Lots 43-53, inclusive, Section Nine as shown on a Plat entitled "Walden Planned Unit Development, Section Nine" recorded among the Plat Records of Anne Arundel County, Maryland, at Plat Book 123, Pages 39, 40 and 41.

Mail to William M. Hoffman Jr.

(DISC:PORTEN)
PORTEN.EXB

BOOK 576 PAGE 204 285410

**TO BE RECORDED AMONG THE FINANCING (CHATTEL) RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

91259
Chattel

2 of 2

December 31, 1991

Not subject to Recordation Tax
Principal amount of debt secured is:

$1,300,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded on October 17, 1991 in Liber 5432 at folio 419 among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

| | | |
|---|---|---|
| 1. | Debtor: | Address: |
| | PORTEN COMPANIES, INC.<br>and<br>CROFTON FAIRWAYS LIMITED PARTNERSHIP | 4520 East West Highway<br>Suite 500<br>Bethesda, Maryland 20814 |
| 2. | Secured Party: | Address: |
| | AMERIBANC SAVINGS BANK, FSB | 7630 Little River Turnpike<br>Suite 912<br>Annandale, Virginia 22003 |
| 3. | Trustee: | Address: |
| | AMERIBANC SERVICE CORPORATION | 7630 Little River Turnpike<br>Suite 912<br>Annandale, Virginia 22003 |

RECORD FEE 20.00
.50
#009110 C203 R04 T13:08
01/14/92

5,000.00

4. This Financing Statement covers:

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

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

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

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

(e) All leases of the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described and all right, title and interest of the Debtor thereunder including, without

limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such lease or apply to one or more of the installments of rent coming due immediately prior to the expiration of such terms and including, again without limitation, the right to receive and collect the rents thereunder; and

(f) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the premises hereinafter described now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder including, without limitation, cash or securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder and including, again without limitation, the right to receive and collect the proceeds thereof; and

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

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

5. The aforesaid items are included as security in a certain Deed of Trust dated September 30, 1991 and recorded October 17, 1991 in Liber 5432 at folio 419 given by Porten Companies, Inc. to the Trustee named above and recorded among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

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

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

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

Debtor:

PORTEN COMPANIES, INC.

By: _____
Stephan L. Porten, President

CROFTON FAIRWAYS LIMITED PARTNERSHIP

By: Fairways Development Corp.,
General Partner

By: _____
Herman I. Porten, President

By: Brown Walden, Inc.,
General Partner

By: _____
John M. Prugh,
President

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

AMERIBANC SAVINGS BANK, FSB
7630 Little River Turnpike - Suite 112
Annandale, Virginia 22003

Attn: Richard D. Opal, Senior Vice President

(DISC:PORTEN)
PORTEN.FS2

"Exhibit A"

Lots 31-38, inclusive, Section Nine as shown on a Plat entitled "Walden Planned Unit Development, Section Nine" recorded among the Plat Records of Anne Arundel County, Maryland, at Plat Book 123, Pages 39, 40 and 41.

"EXHIBIT B"

Lots 1-30, inclusive, Lots 39, 40 and Lots 43-53, inclusive, Section Nine as shown on a Plat entitled "Walden Planned Unit Development, Section Nine" recorded among the Plat Records of Anne Arundel County, Maryland, at Plat Book 123, Pages 39, 40 and 41.

Mail to William M. Hoffman Jr.

(DISC:PORTEN)
PORTEN.EXB

285411

C:MN288701.FIS
0960:L
12/19/91

BOOK 576 PAGE 210

INDEMINTY FINANCING STATEMENT

RECORD FEE 90.00
POSTAGE .50
#320230 C489 R02 T14:23
01/14/92
MARY M. ROSE
AA CO. CIRCUIT COURT

TO BE RECORDED AMONG
THE FIRST RECORDS OF
ANNE ARUNDEL COUNTY

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

1. NAME AND ADDRESS OF INDEMNITOR: PEPPERCORN LAND LIMITED PARTNERSHIP
c/o The KMS Group
One Centre Park
Columbia, Maryland 21045

2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202
Attn: Real Estate Industres Group

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 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,

90.00

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 Indemnity Financing Statement. The Land is also described in an Indemnity Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Indemnitor for the benefit of Margaret D. Kirmil and Constance M. Grimes, 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 Indemnity 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 record owner of the Land is the Indemnitor.

INDEMNITOR:

PEPPERCORN LAND LIMITED PARTNERSHIP

By: Constellation Properties, Inc.
General Partner

By: _____ (SEAL)
Name:
Title: DOUGLAS S. PERRY
SECRETARY

Filing Officer: After recordation, please return this Financing Statement to:

Donna L. Los
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

Commonwealth.
Land Title Insurance Company

BOOK 576 PAGE 213

CONTINUATION

File No. 1911727 Policy No.

EXHIBIT 'A'

**TRACT I** - Deed dated October 14, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4715, folio 161 from Maxine F. George.

**TRACT II** - Deed dated June 1, 1989 and recorded among the Land Records of Anne Arundel County in Liber 4861, folio 67 from William F. Utz.

**TRACT III** - Deed dated May 24, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4609, folio 453 from Gordon L. Smith and Wanda C. Smith.

**TRACT IV** - Deed dated June 13, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4622, folio 848 from Alice Theresa Tall and Gerard Beacham Tall, Jr.

**TRACT V** - Deed dated December 8, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4752, folio 573 from Freddie B. Daugherty and Joan V. Daugherty.

**TRACT VI** - Deed dated January 24, 1989 and recorded among the Land Records of Anne Arundel County in Liber 4780, folio 250 from Theresa V. Hoerning.

**TRACT VII** - Deed dated February 21, 1990 and recorded among the Land Records of Anne Arundel County in Liber 5032, folio 624 from Henry Shinaberry.

also see additional Tracts attached

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BOOK 576 PAGE 214

CONTINUATION

File No. 1911959 Policy No.

LEGAL DESCRIPTION

TRACT I

**BEGINNING FOR THE SAME** at a pipe found at the point where the southmost right of way line of Waugh Chapel Road (80 feet right of way) as shown on Plat No. 4 mentioned in the Deed from William E. George and Maxine F. George, his wife to Anne Arundel County, Maryland, dated May 11, 1970 and recorded among the Land Records of Anne Arundel County, Maryland in Book No. 2343, page 594, intersects the sixth or South 28 1/2 degrees West 116 perches line of the land described in the Deed from Maxine F. George to Maxine F. George, dated December 17, 1984 and recorded among said Land Records in Book No. 3847, page 767; thence from the said beginning point running with part of the said sixth line, with bearings referred to the Maryland State Plane Coordinate System,

(1) South 22 degrees 24 minutes 19 seconds West 1881.17 feet to the beginning of the second or North 30 degrees 26 minutes 00 seconds East 1550.56 feet line of the land described in the Deed from William J. Boehm, trustee to Helen Evelyn Lloyd, dated May 6, 1971, and recorded among the said Land Records in Book No. 2406, page 337 (the herein described line binding, reversely, on the said second line); thence running with the seventh line of the land described in the above mentioned Deed to George and also running, reversely, with the first line of the land described in the above mentioned Deed to Lloyd;

(2) South 52 degrees 55 minutes 00 seconds East 900.84 feet to a pipe found at the end of the ninth or north 26 degrees 35 minutes 01 seconds East 760.17 feet line of the land described in the Deed [illegible] Wagner to Washington Homes, Inc., dated June 5, 1[illegible] ded among the said Land Records in Book No. 2494, page [illegible] leaving the Lloyd property and running with the eigh[illegible] land described in the above mentioned Deed to Geor[illegible] nning, reversely with the said ninth line of the conv[illegible] ington Homes, Inc.,

(3) South 26 degrees 35 minutes 00 seconds West 760.08 feet to a pipe found at the beginning point of the above mentioned conveyance to George and at the beginning of the said ninth line of the conveyance to Washington Homes, Inc.; thence running with the first or North 48 1/4 degrees West 42 1/2 perches line of the land described in the Deed to George,

(continued)

Commonwealth.
Land Title Insurance Company

BOOK 576 PAGE 215

CONTINUATION

File No. 1911959

Policy No.

LEGAL DESCRIPTION
(continued)

**TRACT I** (continued)

(4) North 60 degrees 07 minutes 11 seconds West 716.95 feet to a stone found at the end thereof; thence running with part of the second line of the land described in the above mentioned Deed to George;

(5) North 01 degrees 47 minutes 15 seconds East 270.97 feet to a pipe found; thence continuing and running with part of the said second line running generally with the paving of Francis Station Road;

(6) North 01 degrees 47 minutes 15 seconds East 2415.68 feet to intersect the right of way line as shown on Plat No. 3 mentioned in the first above mentioned deed; thence running with the right of way line as shown on the said Plats Nos. 3 and 4 the following six (6) courses and distances, viz:

(7) South 85 degrees 24 minutes 49 seconds East 23.94 feet,

(8) North 57 degrees 45 minutes 56 seconds East 18.74 feet,

(9) 105.37 feet along the arc of a curve to the right having a radius of 470.00 feet and chord bearing North 11 degrees 00 minutes 33 seconds East a distance of 105.15 feet,

(10) North 17 degrees 25 minutes 54 seconds East 41.68 feet;

(11) North 62 degrees 25 minutes 54 seconds East 28.23 feet to the [illegible] mentioned southmost right of way line of Waugh Chapel Road [illegible] with the said right of way line,

[illegible] 72 degrees 34 minutes 06 seconds East 816.48 feet to the [illegible] beginning.

**CONTAINING** 41.438 acres of land, more or less, including that portion of Francis Station Road lying within the outline of the hereinbefore described parcel.

**SUBJECT TO:**

(1) Terms and provisions of Agreement between Edgar R. George and Mary M. George and Consolidated Gas Electric Light and Power company of Baltimore recorded in Liber 246, folio 486;

(continued)

Commonwealth.
Land Title Insurance Company

BOOK 576 PAGE 216

CONTINUATION

File No. 1911959

Policy No.

LEGAL DESCRIPTION
(continued)

TRACT I (continued)

(2) Terms and provisions of a Deed between Edgar F. George, et al, and The County Commissioners of Anne Arundel County recorded in Liber W.N.W. No. 73, folio 139 (bed of Francis Station Road);

(3) Terms and provisions in Agreement between E. R. George and M. George and Union Telegraph Company recorded in liber 234, folio 273;

(4) Terms and provisions in Agreement between William E. George and Maxine F. George and Baltimore Gas and Electric Company recorded in Liber 961, folio 73;

(5) Revertible slope easements set forth in the Deed from William E. George and Maxine F. George to Anne Arundel County, Maryland recorded in Book No. 2343, page 594.

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TRACT II

FIRST:

Being known and designated as Lot Nos. 1 through 84 inclusive, as set forth and shown on Plat entitled, Chapel Village (Phase I), Tax Map 29 - Block 17 - Parcel 98, 97 & 345, 86 Single-Family Lots, 10 Cluster Lots (70-79), 76 Regular Lots (1-69 & 80-86), Fourth Election District, Anne Arundel Co., Md, Plat 2 of 2, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 118, page 29, No. 6203.

SECOND:

Being known and designated as Open Space/Rec. Area #1, Open Space/Rec. Area #2, Rec. Area/Open Space #3 "For Passive Use Only", Open Space/Rec. Area #4, and 20' Rec. Area Access Easement, as set forth and shown on Plat entitled, Chapel Village (Phase I) Tax Map 29 - Block 17 - Parcel 98, 97 & 345, 86 Single-Family Lots, 10 Cluster Lots (70-79), 76 Regular Lots (1-69 & 80-86), Fourth Election District, Anne Arundel Co., Md., Plat 2 of 2, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 118, page 29, No. 6203.

THIRD:

Being all those beds of Chapel Hill Blvd., Sunny Chapel Road, Golden Chapel Road, Skyhill Lane, Silver Chapel Lane and right of way dedication along Waugh Chapel Road, as set forth and shown on Plat entitled, Chapel Village (Phase I) Tax Map 29 - Block 17 - Parcel 98, 97 & 345, 86 Single-Family Lots, 10 Cluster Lots (70-79) 76 Regular Lots [illegible] 86), Fourth Election District, Anne Arundel County, Md. [illegible] which Plat is recorded among the Land Records of Anne [illegible] County in Plat Book No. 118, page 29, No. 6203.

FOURTH:

Being known and designated as Lot No. 1 through 36, inclusive, as set forth and shown on Plat entitled, Chapel Village (Phase II), Tax Map 29 - Block 17 - Parcel 98, 36 total Single Family Lots, 7 Cluster Lots (30-36), 29 Regular Lots (1-29), Fourth Election District, Anne Arundel County, Maryland, Plat 2 of 2, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 118, page 31, No. 6205.

EXHIBIT A

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TRACT II (continued)

FIFTH:

Being that portion of beds of Chapel Hill Blvd., Sunny Chapel Road and Skyhill Lane as set forth and shown on Plat entitled, Chapel Village (Phase II), Tax Map 29 - Block 17 - Parcel 98, 36 Single-Family Lots, 7 Cluster Lots (30-36), 29 Regular Lots (1-29), Fourth Election District Anne Arundel County, Md., Plat 2 of 2, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 118, page 31, No. 6205.

Being, meaning and intending to include all land as subdivided, however, excepting therefrom Lots Nos. 85 and 86, all as shown on Plats entitled, Chapel Village (Phase I) and Chapel Village (Phase II), as recorded among the Land Records of Anne Arundel County aforesaid.

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Land Title Insurance Company

TRACT III



Beginning for the same at a stone found at the beginning of the first or South 59 degrees East forty-two and one half perch line of that parcel of land which by Deed dated March 13, 1920, and recorded among the Land Records of Anne Arundel County in Liber WNW No. 26, folio 203, was granted and conveyed by Harold E. West, et al to Leon L. Smith and Josephine A. Smith, his wife, said stone also being at the end of the first or North forty eight and one quarter degrees Westforty two and one half perch line of that parcel of land which by Deed dated September 27, 1954, and recorded among the Land Records aforesaid in Liber JHH No. 868, folio 175, was granted and conveyed by Edgar R. George and Mary M. George, his wife to William E. George and Maxine F. George, his wife, thence leaving said stone and running reversely with and binding on the first line of the parcel of land described in the Deed secondly mentioned herein above and also running with and binding on the first line of the parcel of land described in the Deed firstly mentioned herein above (1) South 60 degrees 02 minutes 08 seconds East 243.98 feet to a pipe set on the West side of Francis Station Road thence running along the West side of Francis Station Road (2) South 37 degrees 08 minutes 52 seconds East 20.99 feet to a pipe set and (3) 45.57 feet along the arc of a curve to the right having a radius of 437.30 feet to a pipe set, thence leaving the road and running across that parcel of land described in the Deed firstly mentioned hereinabove the following three courses and distances (4) North [illegible] minutes 43 seconds West 628.71 feet to a stone set (5) North [illegible] 48 minutes 17 seconds East 290.00 feet to a pipe set and [illegible] degrees 11 minutes 43 seconds East 368.65 feet to a pipe [illegible] and distant North 01 degrees 50 minutes 43 seconds East 126.16 feet from the end of the seventh line of that parcel of land described in the firstly mentioned hereinabove, said pipe also being on and distant North 01 degrees 50 minutes 43 seconds East 126.16 feet from the beginning of the second line of the parcel of land described in the Deed secondly mentioned hereinabove thence running with and binding on the aforementioned seventh line and also running reversely with and binding on the aforementioned second line (7) South 01

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TRACT

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degrees 50 minutes 43 seconds West 126.16 feet to the place of beginning. Containing 3.030 Acres of land , more or less, and as shown on Plat entitled Gordon Smith Family Conveyance, prepared by C. D. Messick, Jr. & Associates, Sheet 1 of 2 and 2 of 2, and recorded among the Land Records of Anne Arundel County in Liber 3514 folio 773 and 774. Subject however, to the fifteen foot wide widening strip along the West side of Francis Station Road as shown on the aforesaid plat of the Gordon J. Smith property.

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Land Title Insurance Company

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TRACT IV

All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, and described as follows:

Beginning for the same at an iron pipe heretofore set that marks the intersection formed by the Northwesternmost side of Francis Station 30 foot County Road and the Northeasternmost outline of the conveyance from Hester A. Bell and Frances A. Bell, her husband, to James S. Howard and Johanna M. Howard, his wife, by Deed dated August 5, 1911, and recorded among the Land Records of Anne Arundel County in Liber GW No. 86, folio 109, thence from the point of beginning so fixed binding on the Northwest side of said Francis Station Road, South 43 degrees 15 minutes 30 seconds West 178.41 feet to a fence post, thence leaving the said side of said road and running for two new lines of division as not established, North 44 degrees 59 minutes 20 seconds West 400.00 feet to an iron pipe here set, thence North 45 degrees 00 minutes 20 seconds East 215.31 feet to an iron pipe here set in the Northeasternmost outline of said conveyance to Howard, thence binding on said outline, South 39 degrees 38 minutes 00 seconds East 396.27 feet to the place of beginning.

Containing 1.79 Acres of land more or less, within the bounds of this description according to a survey and plat made by James D. Hicks, County Surveyor, dated August 22, 1964, and plat thereof as recorded with Deed dated February 9, 1965, in Liber LNP No. 1834, folio 119, between Frances Howard Hueg and William A. Hueg, her husband and Alice The[illegible] and Gerard Beacham Tall, Jr.

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TRACT V

Beginning for the same at a stone set at the end of the North 34 degrees E[illegible] perch line of the conveyance from John W. Anderson et al. to Davi[illegible] Nesbitt as recorded among the Land Records of Anne Arundel Cou[illegible] in Liber GW No. 97, folio 119, thence with said line reversed South 38 degrees 53 minutes West 314.3 feet to the Northeast side of the County Road from Waugh Chapel to Odenton; thence running with and bounding on said road North 46 degrees 30 minutes West 302 feet and North 6 degrees West 181 feet to a point, South 6 degrees East 1.7 feet from a stake previously set at the base of an oak tree, thence leaving said road North 83 degrees 15 minutes East 761.7 feet to a stake at the Westernmost edge of the right of way of the Washington, Baltimore and Annapolis Railway, thence with said right of way South 23 degrees 58 minutes West 232.6 feet to intersect the North 80 degrees East 58 1/2 perch line of the Deed hereinbefore referred to, thence with said line South 84 degrees 03 minutes West 235.5 feet to the place of beginning.
Containing 3.95 Acres of land, more or less.
Saving and excepting therefrom the two following described parcels of land:

Beginning for the same at a stone here found, the beginning point of the conveyance from Clyde S. and Maggie L. Lee, his wife to Robert W. and Mary G. Ogle, his wife, dated September 18, 1944, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 315, folio 298, thence from point of beginning as fixed and with first line of said conveyance as corrected for magnetic declination and error South 37 degrees 28 minutes West 315.45 feet to an iron p[illegible] the Northeast side of the county road leading from Waugh C[illegible] to Odenton, thence with northeast side of said road, [illegible] 27 minutes 30 seconds West 100 feet to an iron pipe, th[illegible] said road and running parallel to the first line of this conveyance North 37 degrees 28 minutes East 210.59 feet to an iron pipe thence North 84 degrees 00 minutes East 137.03 feet to point of beginning. Containing 0.604 Acres of land, more or less, according to a survey made by James D. Hicks, County Surveyor in August, 1948, said parcel of land being the same land described in Deed dated August 28, 1948, and recorded among the Land Records of Anne Arundel County, in Liber 486, folio 457, between Robert W. Ogle and wife to Roy Joseph Huntzinger, and wife.

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TRACT V (continued)

Beginning for the same at an iron pipe at the end of the North 46 degrees 27 minutes 30 seconds West 100 foot line as set forth in Deed from Robert W. Ogle and wife to Roy Huntzinger and wife, dated August 28, 1948, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 486, folio 457, said point of beginning being on the North East side of the County Road leading from Waugh Chapel Station to Odenton thence running with said road and with the second or North 46 degrees 30 minutes West 302 foot line set forth in Deed from Clyde S. Lee and wife to Robert W. Ogle and wife dated September 15, 1944, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 315, folio 298, North 46 degrees 27 minutes 30 seconds West 100 feet, thence leaving said road and running parallel to the 3rd line of the first mentioned conveyance aforesaid, North 37 degrees 28 minutes East 100 feet to a point thence running parallel to the first line of this conveyance South 46 degrees 27 minutes 30 seconds East 100 feet to intersect the 3rd line mentioned in the aforesaid Deed recorded in Liber JHH No. 486, folio 457 thence reversing part of said 3rd line South 37 degrees 28 minutes 00 seconds West 100 feet to the place of beginning. Being the same lot of ground described in Deed dated October 9, 1951, and recorded among the Land Records of Anne Arundel County in Liber 648, folio 255, which was granted and conveyed by Robert W. Ogle and Mary G. Ogle, his wife to John E. Disney and Nellie G. Akers.

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**TRACT VI**

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Beginning for the same at an iron pipe heretofore set at the end of the first line (South 20 degrees 15 minutes West 104 perches) of that conveyance from George B. White, Collector of State, County and Free School taxes, etc. and William T. Joyce of the second part, dated January 29, 1884, and recorded among the Land Records of Anne Arundel County in Liber SH No, 23, folio 121, said point of beginning is also located at the end of the North 52 degrees 00 minutes 00 seconds West 635.25 foot line as shown on Plat by Revell Carr, Surveyors, for Franklin and Hilda Crawford, dated November 1, 1945, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 343, folio 422, thence from point of beginning so fixed and running with said first conveyance as now corrected for magnetic declination North 74 degrees 00 minutes 00 seconds West 337.95 feet to an iron pipe here found, thence continuing said line, North 74 degrees 00 minutes 00 seconds West 115.27 feet to the East side of a 30 foot county road leading from Waugh Chapel to Odenton, thence with said East side of said county road which is running on an irregular curve and having a long chord of North 07 degrees 27 minutes 40 seconds East 95.02 feet to the center of a 10 inch oak tree, thence leaving said road and binding on and with the second line of the conveyance from the Washington, Baltimore and Annapolis Electric Railroad to Thomas Littlepage, dated 1912, and recorded among the Land Records of Anne Arundel County in Liber GW No. 97, folio 17, and with said line reversely, and as corrected for magnetic declination, South 74 degrees 00 minutes 00 seconds East 143.43 feet to an iron pipe, thence continuing [illegible] South 74 degrees 00 minutes 00 seconds East 337.95 feet [illegible] pipe here set at the end of the first line in above-mentioned [illegible] thence South 24 degrees 30 minutes 00 seconds West [illegible] place of beginning.
Containing 1.008 Acres of land, more or less, according to a survey made by James D. Hicks, County Surveyor for Anne Arundel County in December 1948.

SAVING AND EXCEPTING THEREFROM, however, so much thereof as by Deed dated January 1, 1990 and recorded among the Land Records of Anne Arundel County in Liber 5038, folio 892 was granted and conveyed by Peppercorn Land Limited Partnership unto Anne Arundel County, Maryland.

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BOOK 576 PAGE 225

CONTINUATION

File No. 1911959 Policy No.

LEGAL DESCRIPTION
(continued)

TRACT VII

**BEGINNING FOR THE SAME** at the point where the southeast right of way line of the W. B. & A. Railroad (the right of way of the said Railroad has been abandoned, the herein described parcel binding on a portion of said right of way conveyed by Penn Central Corporation to Peppercorn Land Limited Partnership by Quit-Claim Deed dated July 6, 1988 and recorded among the Land Records of Anne Arundel County in Liber No. 4660, folio 24) is intersected by the eastmost outline of the land conveyed by J. Brooks Mellor and Gertrude Mellor, his wife, to Lucy Holmes Journeay and Marion Raymond Shields by Deed dated June 3, 1953 and recorded among the said Land Records in Liber No. 761, folio 434, the said Deed line being more specifically the fifth or North 08 degrees 50 minutes East 71 perches line of the second parcel of land described in the Mortgage between Joshua Chaney, et al and Daniel A. Jenkins, et al, dated March 11, 1865 and recorded among the said Land Records in Liber 13, folio 158, the said beginning point also being the intersection of the said Railroad right of way line and the fifth or North 08 degrees 45 minutes East 71 perches line of the first parcel of land described in a Deed from Norman B. Robey, et al. to Robey Farms, Inc., dated March 20, 1980 and recorded among the said Land Records in Liber No. 3304, folio 855; thence from the said beginning point and running with the outline of the land conveyed by Mellor to Journeay and Shields and also running, reversely, with part of the said fifth line of the second parcel of land described in the above mentioned Mortgage between Chaney, et al and Jenkins, et al. and also running reversely with part of the fifth line of the fir[illegible] land described in the above mentioned Deed to Robe[illegible] with bearing referred to the Maryland State Place[illegible]tem.

[illegible] rees 21 minutes 15 seconds West 549.90 feet; thenc[illegible] and running with the said outline of the land conveyed by Mellor to Journeay and Shields and also running, reversely with part of the fourth or North 50 degrees 15 minutes East 24.25 perches line of the second parcel of land described in the above mentioned Mortgage between Chaney, et al. and Jenkins, et al. and also running with part of the first or South 46 degrees 15 minutes West 45 perches line of the second parcel of land described in the above mentioned Deed to Robey Farms, Inc.,

(continued)

Commonwealth.
Land Title Insurance Company

BOOK 576 PAGE 226

CONTINUATION

File No. 1911959

Policy No.

LEGAL DESCRIPTION
(continued)

TRACT VII (continued)

(2) South 45 degrees 46 minutes 15 seconds West 367.90 feet to intersect the said southeast right of way line of the Railroad; thence continuing and running with the right of way line of the said Railroad with the right of way line of the said Railroad and with the outline of the conveyance from Mellor to Journeay and Shields, the following two (2) courses and distances, viz:

(3) north 17 degrees 07 minutes 20 seconds East 70.51 feet and

(4) 791.18 feet along the arc of a curve to the right having a radius of 5696.65 feet and chord bearing North 21 degrees 06 minutes 04 seconds East a distance of 790.55 feet to the place of beginning.

CONTAINING 1.747 acres of land, more or less.

TRACT VIII

REMAINDER OF PARCEL "B"

GORDON SMITH PROPERTY



BEGINNING for the same at a pipe set on the West side of Francis Station Road (30 feet wide), said pipe being North 01 50' 43" East 270.62 feet from a stone found at the end of the Seventh or South 06 30' West 43 and 4 tenths perch line of that parcel of land which by deed dated March 13, 1920 and recorded among the land records of Anne Arundel County, Maryland in Liber W.H.W. 26, Folio 203 was granted and conveyed by Harold E. West Et Al to Leon L. Smith and Josephine A. Smith, his wife thence leaving said road and running with the seventh line of the parcel of land described in the deed mentioned hereinabove (1) South 01 50' 43" West 144.46 feet to a pipe set at the Northeast corner of a 3.03 acre family conveyance parcel previously conveyed out of the original tract, and shown on the plat recorded among the land records of Anne Arundel County, Maryland in Liber J.H.F. 3514, Folio 774, thence running with the outlines of the family conveyance plat (2) North 87 11' 43" West 368.65 feet to a pipe set (3) South 02 48' 17" West 290.00 feet to a pipe set and (4) South 87 11' 43" East 628.71 feet to a pipe set on the West side of said Francis Station Road thence running along the West side of said road the following five courses and distances

5) 281.14 feet along the arc of a curve to the right having a radius of 437.30 feet and a chord of South 12 45' 30" East 276.32 feet
6) 60.55 feet along the arc of a curve to the right having a radius of 124.59 feet and a chord of South 19 34' 59" West 59.96 feet
7) South 33 30' 24" West 60.77 feet
8) South 38 05' 43" West 403.67 feet and
9) South 36 01' 49" West 509.43 feet to a nail set in the root of a 30 inch tree, said point being on the 4th line of the parcel of land described in the deed mentioned hereinabove and being distant North 47 14' 17" West 30.21 feet from a monument found at the Northwest corner of the 27.19 acre Odenton Activity Area conveyed to Anne Arundel County, and shown on the plat recorded among the land records of Anne Arundel County in Liber W.G.L. 2715, Folio 636. Thence leaving said road and running with and binding on said 4th line (10) North 47 14' 17" West 1643.13; Feet to a pipe set at the end of said 4th line, said point also being at the beginning of the 8th or North 25 15' East 83.4 perch line of the second parcel of land which by deed dated February 20, 1980 and recorded among the land records of Anne Arundel County in Liber W.G.L. 3304, Folio 855 was granted and conveyed by Norman R. Robey Et Al to Robey Farms Inc. thence running with and binding on said 8th line and also with the

fifth line of parcel of land described in the deed firstly mentioned hereinabove (11) North 22 05' 43" East 1374.45 feet to a pipe set in a stream thence leaving said stream and running with the 6th line of the firstly mentioned parcel of land and also running with the second line of the first parcel of that land described in the deed lastly mentioned hereinabove (12) South 68 44' 06" East 1059.61 feet to a pipe set on the West side of the aforementioned Francis Station Road thence running along the West side of said road

13) South 03 21' 49" West 83.33 feet to a pipe set
14) South 00 45' 21" West 257.72 feet to a pipe set and
15) 111.58 feet along the arc of a curve to the left having a radius of 513.95 feet and a chord of South 05 27' 48" East 111.36 feet to the place of beginning containing 54.615 acres of land more or less.

For boundary survey of parcels "A" and "B" of the Gordon Smith property see plat by C.D. Messick, Jr. and Associates, Inc. dated April 27, 1982

BEING part of that parcel of land which by deed dated May 28, 1980 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3318, Folio 519 was granted and conveyed by Leo W. Smith to Gordon J. Smith and Helen L. Smith, his wife.

BEING the same lot of ground which by Deed dated December 23, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4227, folio 68 was granted and conveyed by Gordon J. Smith and Helen L. Smith, husband and wife, unto Peppercorn Land Limited Partnership.

DESCRIPTION OF JOSEPH K. SMITH
PROPERTY, FOURTH ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND

TRACT IX



Beginning for the same at a pipe found at the end of the fourth line of that parcel of land recorded among the Land Records of Anne Arundel County, Maryland in Liber W.N.W. 26 Folio 203, said pipe also being the Northwest corner of that parcel of land conveyed to Frances Howard Hueg and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 593 Folio 290, running thence for the following courses and distances, as now surveyed, and referring the courses herein to the Maryland State Grid Meridian

(1) South 7 degrees 26 minutes 11 seconds West, 479.82 feet; thence,

(2) South 49 degrees 50 minutes 56 seconds West, 82.50 feet; thence,

(3) South 17 degrees 39 minutes 4 seconds East, 84.00 feet; thence,

(4) South 18 degrees 50 minutes 56 seconds West, 260.00 feet; thence,

(5) South 61 degrees 24 minutes 4 seconds East, 93.75 feet; thence,

(6) South 46 degrees 44 minutes 4 seconds East, 414.00 feet; thence,

(7) South 50 degrees 39 minutes 4 seconds East, 585.00 feet; thence,

(8) South 41 degrees 39 minutes 4 seconds East, 174.00 feet to a concrete monument found at the end of the fourth line of that parcel of land which by deed dated October 9, 1974 and recorded among the Land Records of Anne Arundel County, Maryland in libor 2715 Folio 633 was conveyed by William Hueg and Frances Hueg to Anne Arundel County, Maryland, running thence and binding reversely on the fourth, third and second line of the above mentioned deed, as now surveyed

(9) South 00 degrees 26 minutes 10 seconds West, 949.88 feet to a concrete monument found; thence,

(10) South 44 degrees 11 minutes 45 seconds West, 465.13 feet to a pipe found; thence

(11) South 40 degrees 01 minutes 45 seconds West, 75.00 feet; thence,

(12) South 80 degrees 17 minutes 5 seconds West, 921.81 feet to a pipe found; thence

(13) North 33 degrees 5 minutes 33 seconds West, 445.77 feet; thence,

(14) North 13 degrees 42 minutes 9 seconds East, 942.68 feet; thence,

(15) North 66 degrees 45 minutes 23 seconds West, 539.30 feet; thence,

(16) South 71 degrees 24 minutes 37 seconds West, 169.00 feet; thence,

(17) North 57 degrees 45 minutes 23 seconds West, 257.00 feet; thence,

BOOK 576 PAGE 230

(18) South 86 degrees 14 minutes 37 seconds West, 134.50 feet; thence,

(19) North 33 degrees 5 minutes 23 seconds West, 540.54 feet to pipe found in the center of the Washinton, Baltimore and Annapolis Electric Railway now abandoned, thence binding on the center of said railway

(20) North 17 degrees 7 minutes 20 seconds East, 841.19 feet to a pipe found, thence leaving the center of the now abandoned Washington, Baltimore and Annapolis Electric Railway

(21) South 42 degrees 32 minutes 34 seconds East, 296.05 feet; thence

(22) North 24 degrees 35 minutes 55 seconds East, 102.00 feet; thence,

(23) North 74 degrees 50 minutes 56 seconds East, 627.00 feet; thence,

(24) South 77 degrees 39 minutes 5 seconds East, 198.00 feet; thence,

(25) North 57 degrees 35 minutes 56 seconds East, 655.87 feet to the place of beginning.

Containing 101.845 acres of land more or less.

BEING that same parcel of land conveyed by Joseph K. Smith and Olive F. Smith, his wife, Joseph Randall Smith and Robert Stephen Smith of Anne Arundel County, Maryland to Joseph K. Smith and Olive F. Smith, his wife, by deed dated March 5, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3480 Folio 366.

**BEING the same lot of ground which by Deed dated March 12, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4306, folio 627 was granted and conveyed by Joseph K. Smith and Olive F. Smith, husband and wife unto Peppercorn Land Limited Partnership.**

DESCRIPTION OF ROBERT S. SMITH
PROPERTY, FOURTH ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND

TRACT X BOOK 576 PAGE 231

Beginning for the same at a point at the end of the thirteenth line of that parcel of land which by deed dated March 5, 1982 was conveyed by Joseph K. Smith and Olive F. Smith, his wife, Joseph Randall Smith and Robert Stephen Smith of Anne Arundel County, Maryland to Joseph K. Smith and Olive F. Smith, his wife, said point being South 33 degrees 5 minutes 23 seconds East 1,976.54 feet from a pipe in the center of the Washington, Baltimore and Annapolis Electric Railway, now abandoned, thence binding on the fourteenth, fifteenth, sixteenth, seventeenth, and eighteenth line of the above mentioned deed the following courses and distances as now surveyed and referring the courses herein to the Maryland State Grid Meridian

(1) North 13 degrees 42 minutes 9 seconds East, 942.68 feet; thence,

(2) North 66 degrees 45 minutes 23 seconds West, 539.30 feet; thence,

(3) South 71 degrees 24 minutes 37 seconds West, 169.00 feet; thence,

(4) North 57 degrees 45 minutes 23 seconds West, 257.00 feet; thence,

(5) South 86 degrees 14 minutes 37 seconds West, 134.50 feet; thence,

(6) South 33 degrees 5 minutes 23 seconds East, 1,436.00 feet to the place of beginning.

Containing 11.936 acres of land more or less.

BEING that same parcel of land which by deed dated January 17, 1979 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3173 Folio 309 was conveyed by Helen W. Carr, Personal Representative of the Estate of Alma R. Swank to Robert S. Smith and Susan K. Smith.

BEING the same lot of ground which by Deed dated March 12, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4306, folio 632 was granted and conveyed by Robert S. Smith and Susan K. Smith unto Peppercorn Land Limited Partnership.

STATE OF MARYLAND

FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

# FINANCING STATEMENT

BOOK 576 PAGE 232 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. ☐

285412

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

1. DEBTOR

Name MEDFORD ENTERPRISES, INC.

Address 8195 Ritchie Highway, Pasadena, Maryland 21122

2. SECURED PARTY

Name MARYLAND NATIONAL BANK

Address 7474 Greenway Center Drive, 11th Floor, Greenbelt, Maryland 20770, Attn: Wendy Lance Kathleen Gast Smith, Esquire, Miles & Stockbridge, 10 Light Street 12th Floor, 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 attached hereto and made a part hereof.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
M2B2B10 C263 R01 T14:29
01/14/92
MARY M. ROSE
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)

XXX (Proceeds of collateral are also covered)

XXX (Products of collateral are also covered)

MEDFORD ENTERPRISES, INC.

By: H R Schuerenberg (SEAL)
(Signature of Debtor)

H. R. Schuerenberg
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MARYLAND NATIONAL BANK

By: Laura J Beaver (SEAL)
(Signature of Secured Party)

LAURA T Beaver
Type or Print Above Signature on Above Line

EXHIBIT "A"

Description of Collateral

The Debtor hereby grants to the Secured Party a security interest in the following property of the Debtor:

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

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

3. **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.

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

5. **Chattel Paper**. 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, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Debtor assigns and grants to the Secured Party a security interest in 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 Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

6. **All Equipment**. All of the Debtor's equipment, 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, (iii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

40859 (Edwards)

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

BOOK 576 PAGE 234

Washington Law Reporter Form 1001
1625 Eye St. N.W., Washington, D.C. 20006

# STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

☒ TO BE RECORDED IN [redacted] RECORDS (A.A.Co.)
CHATTEL

| 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 December 29, 1989 Record Reference
Maturity date (if any) None Liber 550 at folio 49

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|---|---|---|---|---|
| STANLEY HALLE COMMUNITIES, INC., | 9500 | Annapolis Road, A-5, | Lanham, | Md. 20706 |

| Name of Secured Party or assignee | No. | Street | City | State |
|---|---|---|---|---|
| SOVRAN BANK/MARYLAND, | 6610 | Rockledge Drive, | Bethesda, | Md. 20817 |

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

RECORD FEE 10.00
POSTAGE .50
#036870 C191 R03 T15:07
01/14/92
MARY W. ROSE
AA CO. CIRCUIT COURT

Lot numbered and lettered One Hundred Fifty-five-R (155R) as shown on Plat entitled, "REVISED PLAT TWO, THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 128, Page 10, Plat No. 6684.

RETURN TO:

Debtor(s) or assignor(s)

SOVRAN BANK/MARYLAND (Seal)
(Corporate, Trade or Firm Name)
By: Alice G. Steely
Signature of Secured Party or Assignee
Vice President
(Type or print name under signature)
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

15.50

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

40896 (Dorsey)

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

BOOK 576 PAGE 235

Washington Law Reporter Form 1001
1625 Eye St. N.W., Washington, D.C. 20006

# STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

☒ TO BE RECORDED IN [redacted] RECORDS (A.A.Co.)
CHATTEL

| 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 December 29, 1989 Record Reference
Maturity date (if any) None Liber 550 at folio 49

TW

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|---|---|---|---|---|
| STANLEY HALLE COMMUNITIES, INC., | 9500 | Annapolis Road, | A-5, Lanham, | Md. 20706 |

| Name of Secured Party or assignee | No. | Street | City | State |
|---|---|---|---|---|
| SOVRAN BANK/MARYLAND, | 6610 | Rockledge Drive, | Bethesda, | Md. 20817 |

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

RECORD FEE 10.00
POSTAGE .50
#036890 C191 R03 T15:00
01/14/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Lot numbered and lettered One Hundred Fifty-four-R (154R) as shown on Plat entitled, "REVISED PLAT TWO, THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 128, Page 10, Plat No. 6684.

RETURN TO:

Debtor(s) or assignor(s)

SOVRAN BANK/MARYLAND (Seal)
(Corporate, Trade or Firm Name)
By: Alice A. Sturly
Signature of Secured Party or Assignee
Vice President
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

(Type or print name under signature)

10 50

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St. N.W., Washington, D.C. 20006

BOOK 576 PAGE 236

40926

# STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

☒ TO BE RECORDED IN ~~MMMM~~ RECORDS (A.A.Co.)
CHATTEL

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 December 29, 1989 Record Reference
Maturity date (if any) None Liber 550 at folio 49

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|---|---|---|---|---|
| STANLEY HALLE COMMUNITIES, INC., | 9500 | Annapolis Road, A-5, | Lanham, | Md. 20706 |

| Name of Secured Party or assignee | No. | Street | City | State |
|---|---|---|---|---|
| SOVRAN BANK/MARYLAND, | 6610 | Rockledge Drive, | Bethesda, | Maryland 20817 |

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:

RECORD FEE 10.00
POSTAGE .50
#036910 C191 R03 T15:00
01/14/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Lot numbered One Hundred Seventy-four (174) as shown on Plat entitled "PLAT 2, THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115, Page 41, Plat No. 6065.

Debtor(s) or assignor(s)

SOVRAN BANK/MARYLAND (Seal)
(Corporate, Trade or Firm Name)
By: Alice G. Sturly
Signature of Secured Party or Assignee
Vice President
(Type or print name under signature)
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

15.00

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

40976

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St. N.W., Washington, D.C. 20006

BOOK 576 PAGE 237

# STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

☒ TO BE RECORDED IN ~~LAND~~ RECORDS (A.A.Co.)
CHATTEL

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 December 29, 1989 Record Reference
Maturity date (if any) None Liber 550 at folio 49

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|---|---|---|---|---|
| STANLEY HALLE COMMUNITIES, INC., | 9500 | Annapolis Road, A-5, | Lanham, | Md. 20706 |

| Name of Secured Party or assignee | No. | Street | City | State |
|---|---|---|---|---|
| SOVRAN BANK/MARYLAND, | 6610 | Rockledge Drive, | Bethesda, | Maryland 20817 |

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:

RECORD FEE 10.00
POSTAGE .50
#033930 C191 R03 T15:07
01/14/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Lot numbered One Hundred Forty-Nine (149) as shown on Plat entitled "PLAT 2, THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115, Page 41, Plat No. 6065.

Debtor(s) or assignor(s)

SOVRAN BANK/MARYLAND (Seal)
(Corporate, Trade or Firm Name)
By: Alice G. Steely
Signature of Secured Party or Assignee
Vice President
(Type or print name under signature)
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

15 50

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

40987

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St. N.W., Washington, D.C. 20006

BOOK 576 PAGE 238

# STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

☒ TO BE RECORDED IN ~~LAND~~ RECORDS (A.A.Co.)
CHATTEL

| 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 December 29, 1989 Record Reference
Maturity date (if any) None Liber 550 at folio 49

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|---|---|---|---|---|
| STANLEY HALLE COMMUNITIES, INC., | 9500 | Annapolis Road, A-5, | Lanham, | Md. 20706 |

| Name of Secured Party or assignee | No. | Street | City | State |
|---|---|---|---|---|
| SOVRAN BANK/MARYLAND, | 6610 | Rockledge Drive, | Bethesda, | Maryland 20817 |

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:

RECORD FEE 10.00
POSTAGE .50
RECEIPT# 0191 R03 T15:07
01/14/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Lot numbered Nine (9) as shown on Plat entitled "PLAT 2, THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115, Page 41, Plat No. 6065.

Debtor(s) or assignor(s)

SOVRAN BANK/MARYLAND (Seal)
(Corporate, Trade or Firm Name)
By: Alice G. Study
Signature of Secured Party or Assignee
Vice President
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

154

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

STATE OF MARYLAND

285414

BOOK 576 PAGE 239

# 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 26 NOV. 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

   Name R.J. STARK & ASSOCIATES

   Address 1925 Sleepy Hollow Lane, Annapolis, MD 21401

2. SECURED PARTY

   Name THE GRASS VALLEY GROUP, INC.

   Address P.O. Box 2168

   Grass Valley, CA 95945

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

   Att: Barbara Hobbs

RECORD FEE 11.00
POSTAGE .50
#202800 C263 R01 T14:25
01/14/92

3. Maturity date of obligation (if any) _____

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

   See "Schedule I" attached.

Name and address of Assignee

MARY M. ROSE
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)

Ross J. Stark
(Signature of Debtor)

Ross J. Stark, President
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Barbara J. Hobbs
(Signature of Secured Party)

Barbara J. Hobbs, GVG
Type or Print Above Signature on Above Line

"Schedule I"

DESCRIPTION OF COLLATERAL

(i) all present and future accounts, (including but not limited to bank accounts and loan savings accounts, accounts receivable, etc.) contract rights, causes of action, chattel paper, documents, instruments, trademarks, trade names, service names and general intangibles, whether now owned or hereafter acquired by Debtor; Debtor's interest in the goods represented thereby and replacements thereto or described in copies of invoices delivered to Secured Party; all returned, reclaimed or repossessed goods with respect thereto, all rights and remedies of Debtor under or in connection with such collateral; (ii) all inventory, raw materials; work in process and materials used or consumed in Debtor's business; (iii) all books, records and other property relating to or referring to any of the foregoing except any and all records deemed by Federal Government to be secret classified as and so marked; and (iv) any and all products and proceeds of the foregoing, in any form (including, without limitation, any claims by Debtor against third parties, for loss or damage to or destruction of any or all of the foregoing); to the extent that any of the foregoing items in subparagraphs i through iv can be legally assigned by the Debtor pursuant to the provision of State and Federal laws. To the extent that the Debtor has legal obligations, subjecting him to civil or criminal penalties for violation of same, under the provision of any law, statute, regulation, order. or other executed contract, to maintain prossession and control of any items as enumerated above, said items are not assigned by Debtor pursuant to this agreement.

**R. J. STARK & ASSOCIATES**
**Debtor**

Ross J. Stark

**Authorized Representative**

Ross J. Stark, President
Printed Name & Title

22 November 1991
Date

376251-C

STATE OF MARYLAND

BOOK 576 PAGE 241

**UNIFORM COMMERCIAL CODE**

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

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 280020

**RECORDED IN LIBER** _____ **FOLIO** _____ **ON** 12-2-91 **(DATE)**

1. **DEBTOR**

**Name** Gerald L. Thompson, O.D., individually
Michael D. Dalnekoff, individually and Pearle Vision Express

**Address** 2337-A Forest Drive, Annapolis, Maryland 21401

2. **SECURED PARTY**

Name Pearle Vision, Inc.

Address 2534 Royal Lane

Dallas, Texas 75229

**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
M2020 0063 A01 T14:32
01/14/92
MARY M. ROSE
CLERK CIRCUIT COURT

**CHECK ☒ FORM OF STATEMENT**

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

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

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

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

Assigned Property: "See Attachment A"

Assignee: Societe Generale, as collateral agent for Assignor, Assignee and certain others, 50 Rockefeller Plaza, New York, New York 10020

10

**Dated** _____

Colin C Veggie Sr. V.P. and Treasurer
**(Signature of Secured Party)**

Pearle Vision, Inc.
**Type or Print Above Name on Above Line**

376251C

ATTACHMENT "A"

SUPPLEMENTAL DESCRIPTION OF ASSIGNED PROPERTY (Item 8):

To the extent that the Assignor has a security interest in any or all of the following categories of property and any or all such categories are included in any prior Financing Statement assigned or amended by this Form UCC-3 (whether any such prior Financing Statement is in Form UCC-1, Form UCC-3 or otherwise, including any nonstandard financing statement), the Assigned Property includes all of Assignor's interest in any or all of such categories of property, including without limitation, all of the following property, or interests in property, of Debtor, whether now or heretofore existing, or hereafter acquired or arising, including without limitation any of the following: Debtor's accounts, accounts receivable, inventory, goods, furniture, fixtures, equipment, machinery, general intangibles, tax refunds, chattel paper, contract rights, instruments, documents, notes, returned and repossessed goods and all other personal property or interests in personal property; together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, proceeds of insurance policies insuring any of the foregoing), all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing, and all insurance policies insuring any of the foregoing. The Assigned Property includes any of the foregoing properties, whether located at any such Debtor's address listed in any such prior Financing Statement or at any other address, or whether heretofore or hereafter removed from any such address. It is the intent of Assignor to assign to Assignee all of Assignor's interest in any of the foregoing.

285415

BOOK 576 PAGE 243

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)

Lettie ConTee
4080 muddy creek RD
Edgewater MD 21037

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

Keystone inDustries
836 Ritchie Hwy
Severna Park, 21146

3. Maturity date (if any):

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

RECORD FEE 11.00
POSTAGE .50
#082090 C243 F01 T14:52
01/14/92
MARY M. ROSE
CIRCUIT COURT

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

1 Filter Queen SF# 753-525

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

SECURITY PACIFIC FINANCIAL
SERVICES, INC.
2568 A RIVA ROAD SUITE 101
ANNAPOLIS, MD 21401

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: Lettie E. Contee
Signature(s) of Debtor(s)

By: Keyston inDustries
Signature(s) of Secured Party(ies)

**STANDARD FORM - FORM UCC-1.**

(1) Filing Officer Copy-Alphabetical

Anne Arundel County
CBB13

STATE OF MARYLAND

BOOK 576 PAGE 244

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

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 192675

**RECORDED IN LIBER** 333 **FOLIO** 337 **ON** 2/26/75 **(DATE)**

**1. DEBTOR**

**Name** Annapolis Bendix Sales & Service, Incorporated D/B/A F & B Appliance

**Address** 1991 West Street, Annapolis, MD 21401 & 7466 New Ridge Road, Hanover, MD 21076 (Rear 9 & 10)

**2. SECURED PARTY**

**Name** General Electric Capital Corporation

**Address** P.O. Box 19187

Jacksonville, FL 32245-9187

**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
#282950 C263 R01 T14:58
01/14/92
MARY M. ROSE
CLERK OF CIRCUIT COURT

**CHECK ☒ FORM OF STATEMENT**

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

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

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

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

Please continue filing.

Not subject to recordation tax.

**Dated** 1/7/92

105

General Electric Capital Corporation

M L Hightower
**(Signature of Secured Party)**

M.L. Hightower
**Type or Print Above Name on Above Line**

BOOK 576 PAGE 245 285416

The underlying secured transaction being publicized by this Financing Statement ☐ is ☒ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: $_____.

# MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐ YES ☒ NO

~~STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~ Clerk, Anne Arundel County

This Financing Statement dated 12-30-1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| | |
|---|---|
| Debtor(s) (Last Name First) and mailing address:<br><br>**MEDTECH ULTRASOUND, INC.**<br>**1146 HAMPTON ROAD**<br>**ANNAPOLIS, MD 21401** | Check the box indicating the kind of statement.<br>Check only one box.<br><br>(X) ORIGINAL FINANCING STATEMENT<br>( ) CONTINUATION ORIGINAL STILL EFFECTIVE<br>( ) AMENDMENT<br>( ) ASSIGNMENT<br>( ) PARTIAL RELEASE OF COLLATERAL<br>( ) TERMINATION |
| Name and address of Secured Party<br><br>**Annapolis National Bank**<br><br>**2083 West Street**<br>**Annapolis, MD 21401** | Name and address of Assignee<br><br>TW |
| 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):

**APOGEE CX ANNULAR PHASED ARRAY COLOR SYSTEM; 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).**

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

RECORD FEE 15.00
POSTAGE .50

Describe Real Estate if applicable:

#0003100 C263 R01 T15:19

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.

01/14/92

| | |
|---|---|
| **MEDTECH ULTRASOUND, INC.**<br>Rita M. Moore<br>**By: RITA M. MOORE, PRESIDENT**<br>**Signature of Debtor** | **Annapolis National Bank**<br><br>**Signature of Secured Party** |

MARY M. ROSE
AA CO. CIRCUIT COURT

11
80

BOOK 576 PAGE 246

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)

Basicomputer Corporation
1585 Frederick Blvd
Akron, OH 44320-4060
"Plus any and all other locations"

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

IBM Credit Corporation
2707 W. Butterfield Road
Oak Brook, IL 60521

For Filing Officer (Date, Time and Filing Office)

TW

RECORD FEE 10.00

4. This statement refers to original Financing Statement bearing File No. 329190
Filed with Anne Arundel County MD Date Filed 4/5 19 89

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

POSTAGE .50

#203120 C263 R01 T15:21 01/14/92

10.

Please amend secured party's address to read only: 101 Merritt 7
Norwalk, CT 06851

MARY M. ROSE
AA CO. CIRCUIT COURT

~~Please amend collateral description to read as attached on Exhibit A~~

No. of additional Sheets presented:

~~Duly Authorized Attorney-in-Fact~~
Basicomputer Corporation

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

IBM Credit Corporation

By: David M. Gale
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

**STANDARD FORM - FORM UCC-3**

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC BOOK 576 PAGE 247 Identifying File No. 285417

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 9531.00

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.

1931-0233

1. DEBTOR

Name Wayne C. Jordan

Address 161 West St. Annapolis Md 21401

2. SECURED PARTY

Name BALDWIN PIANO & ORGAN COMPANY

Address 422 Wards Corner Road

Loveland, OH 45140

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

3. Maturity date of obligation (if any) _____

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

Anne Arundel

See attached for Collateral

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 70.00
POSTAGE .50
#203130 C263 R01 T15:21
01/14/92
CIRCUIT COURT

_____ Piano/Organ, w/bench, Model No. _____ Serial No. _____

"not subject to maturity date" Secured Party is 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 70 50

Wayne C. Jordan
(Signature of Debtor)

Wayne C. Jordan
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

D. L. Gribin, Adm. Asst.
(Signature of Secured Party)

BALDWIN PIANO & ORGAN COMPANY
Type or Print Above Signature on Above Line

11 70 50

Baldwin note 12-91

| | A | B | C | D | E |
|---|---|---|---|---|---|
| 1 | Model | Serial # | Orig. Price | Curtailed | Price 11-30 |
| 2 | | | | | |
| 3 | EP 10 S | 61242 | $389 | $199 | $190 |
| 4 | EP 10 S | 51258 | $389 | $199 | $190 |
| 5 | EP 10 S | 61234 | $389 | $199 | $190 |
| 6 | EP 10 S | 61240 | $389 | $199 | $190 |
| 7 | EP 10 S | 61232 | $389 | $0 | $389 |
| 8 | EP 10 S | 291113 | $389 | $0 | $389 |
| 9 | EP 10 S | 51211 | $389 | $0 | $389 |
| 10 | EP 10 S | 51224 | $389 | $0 | $389 |
| 11 | EP 20 | 210453 | $569 | $460 | $109 |
| 12 | EP 20 | 80602 | $569 | $292 | $277 |
| 13 | EP 20 | 17843 | $569 | $292 | $277 |
| 14 | EP 20 | 178139 | $569 | $208 | $361 |
| 15 | EP 20 | 300406 | $569 | $138 | $431 |
| 16 | EP 20 | 17877 | $569 | $92 | $477 |
| 17 | EP 20 | 178168 | $569 | $92 | $477 |
| 18 | EP 20 | 178166 | $569 | $92 | $477 |
| 19 | EP 20 | 178163 | $569 | $92 | $477 |
| 20 | EP 20 | 17886 | $569 | $92 | $477 |
| 21 | EP 20 | 178145 | $569 | $92 | $477 |
| 22 | EX 12 | 151104 | $340 | $141 | $199 |
| 23 | EX 12 | 200423 | $340 | $141 | $199 |
| 24 | EX 12 | 151105 | $340 | $141 | $199 |
| 25 | EX 12 | 70456 | $340 | $141 | $199 |
| 26 | EX 20 | 2720 | $195 | $160 | $35 |
| 27 | EX 20 | 2521 | $423 | $228 | $195 |
| 28 | EX 20 | 2532 | $423 | $228 | $195 |
| 29 | EX 20 | 2542 | $423 | $228 | $195 |
| 30 | EX 20 | 1875 | $389 | $194 | $195 |
| 31 | EX 20 | 2342 | $195 | $0 | $195 |
| 32 | EX 20 | 2531 | $195 | $0 | $195 |
| 33 | EX 32 | 9100214 | $531 | $232 | $299 |
| 34 | EX 32 | 9100247 | $531 | $232 | $299 |
| 35 | EX 32 | 9250212 | $531 | $232 | $299 |
| 36 | | | | | |
| 37 | | | | Bal owed | 9531 |

BOOK 576 PAGE 249

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259983

RECORDED IN LIBER 493 FOLIO 533 ON 01-14-86 (DATE)

1. DEBTOR

Name Four Corners Corporation, Inc., T/A Four Corners Liquors

Address 3439 Sweet Air Road Phoenix, Maryland 21131

2. SECURED PARTY

Name Sparks State Bank

Address 14804 York Road Sparks, Maryland 21152

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

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

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

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

RECORD FEE 10.00

POSTAGE .50

M2983140 C063 R01 T15:22

01/14/92

MARY M. ROSE

AA CO. CIRCUIT COURT

10.50

Dated January 8, 1992

Amy G. Whiteley V.P.
(Signature of Secured Party)

Amy G. Whiteley, Vice President
Type or Print Above Name on Above Line

STATE OF MARYLAND
BOOK 576 PAGE 250

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8**

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 265892 .

**RECORDED IN LIBER** 507 **FOLIO** 483 **ON** February 6, 1987 **(DATE)**

**1. DEBTOR**

**Name** ERIC HORNE

**Address** 4135A Mountain Road, Pasadena, Md. 21122

**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**

**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 XXXX ☒
**(Indicate whether amendment, termination, etc.)**

RECORDED FOR
10.00
POSTAGE
.50
01/14/92 T15:26
MARY M. ROSE
AA CO. CIRCUIT COURT

**Dated** December 24, 1991

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**

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION INCORPORATED 1905

10
58

71-33
AACo

285418

BOOK 576 PAGE 251

The underlying secured transaction being publicized by this Financing Statement ☐ is ☒ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: $_____.

ML

# MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐YES ☒ NO

ANNE ARUNDEL COUNTY

This Financing Statement dated 01-02-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| Debtor(s) (Last Name First) and mailing address: | Check the box indicating the kind of statement. Check only one box. |
|---|---|
| Levy, Andrew<br>Goldstein, Stanley<br>2200 Defense Highway, Suite 300<br>Crofton, MD 21114 | (X) ORIGINAL FINANCING STATEMENT<br>( ) CONTINUATION ORIGINAL STILL EFFECTIVE<br>( ) AMENDMENT<br>( ) ASSIGNMENT<br>( ) PARTIAL RELEASE OF COLLATERAL<br>( ) TERMINATION |
| Name and address of Secured Party<br>FIRST LIBERTY NATIONAL BANK<br>1146 19TH STREET, N.W.<br>WASHINGTON, DC 20036 | 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):

See Attached Exhibit to UCC Financing Statement dated January 2, 1992.

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

RECORD FEE 41.00
POSTAGE .50
[illegible] 0263 R01 T14:21
01/14/92
MARY M. ROSE
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.

FIRST LIBERTY NATIONAL BANK

Raymond [illegible]

Signature of Secured Party

Levy, Andrew

Goldstein, Stanley

Signatures of Debtors

41.50

BOOK 576 PAGE 252

# EXHIBIT TO UCC FINANCING STATEMENT

January 2, 1992

**DEBTORS:**

Levy, Andrew
Goldstein, Stanley

**MAILING ADDRESS**

2200 Defense Highway, Suite 300, Crofton, MD 21114

**COLLATERAL DESCRIPTION:**

All Equipment; together with the following specifically described property: Assignment of Lease and Addendum dated December 18, 1991, and the equipment made a part of said lease agreement. Relating only to the speific equipment in the lease addendums and all other terms and conditions in the lease. More specifically, One (1) Novell Network Server 386/33, serial number 92115774; One (1) Novell 5-User Operating System; Three (3) High Performance 386/25 Workstations, serial numbers 92058079, 92046846, 92044473; Four (4) 16-bit Network Adapters; One (1) Mountain TD8000 Tape Drive w/Mach2 Controller; One (1) 9600 Baud Internal Modem; One (1) Uninterruptable Power Supply, with batteries and cabling, cords, extenders; Ten (10) Replacement Boot Diskettes for Crofton.; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

This Exhibit is executed on the same date as the UCC Financing Statement by FIRST LIBERTY NATIONAL BANK and the undersigned.

Signature(s) of Debtor(s)

FIRST LIBERTY NATIONAL BANK

By: Raymond Edwards

Signature(s) of Secured Party (ies)

THIRD AMENDMENT TO EQUIPMENT LEASE

THIS THIRD AMENDMENT TO EQUIPMENT LEASE is made this 18TH day of DECEMBER, 1991, by and between STANLEY H. GOLDSTEIN and ANDREW G. LEVY ("Lessors") and CAPITOL TITLE INSURANCE AGENCY, INC. ("Lessee").

WHEREAS, the parties hereto are parties to a certain Equipment Lease (the "Lease") dated January 29, 1988, and

WHEREAS, the parties have previously amended the Lease to include additional equipment, and

WHEREAS, the Lessee is desirous of leasing additional equipment from the Lessors and the Lessors have agreed to lease additional equipment, upon the terms, provisions and conditions set forth herein.

NOW, THEREFORE WITNESSETH that for and in consideration of the mutual promises and conditions set forth herein, and the payments from Lessee to Lessors as provided for herein, the parties agree as follows:

1. The Lessors hereby lease to the Lessee and the Lessee hereby hires and leases from the Lessors, the following additional equipment, subject to the terms and conditions of the Lease, except as to the extent modified hereby:

a. All computers, equipment and related connections and materials described on Invoice No. 401318 of Light Industries, Inc., dated December 13, 1991, a copy of which is attached hereto as Exhibit "A";

b. All equipment and related connections and materials described on Invoice No. 230436 of Annmarc, Inc. Inc., dated November 21, 1991,

a copy of which is attached hereto as Exhibit "B";

c. All computer software, equipment and related items described on Invoice No. 91793 of Landtech Support Services dated December 12, 1991, a copy of which is attached hereto as Exhibit "C";

2. The additional rental payment due under the Lease for the additional equipment referenced above is $986.00 per month, commencing on January 1, 1992 and continuing througout the remaining term of the Lease, as modified hereinafter. The total monthly lease payment, effective as of December 1, 1991, therefore, is $6,523.22. The lease term shall remain the same as provided for in the Amendment to Lease dated November 7, 1991 (through February 28, 1995).

3. Except as to the extent modified or amended hereby, all other terms and provisions of the Lease are ratified and confirmed and shall remain unchanged and in full force and effect.

IN WITNES WHEREOF, the parties hereto have hereunto set their hands and seals.

Witness/Attest:

_____ _____(SEAL)
Stanley H. Goldstein

_____ _____(SEAL)
Andrew G. Levy

Capitol Title Insurance Agency, Inc.

_____ By: _____(SEAL)
Stanley H. Goldstein, Pres.

ctia.leaseadd(12.18.91)

BOOK 576 PAGE 255
EXHIBIT "A"

**LIGHT**
**INDUSTRIES**
SERVICE CORP.

8223 CLOVERLEAF DRIVE
SUITE 100
MILLERSVILLE, MARYLAND 21108
(301) 987-5914

Invoice No: 401318
Account No: 2362
12/13/91

Andrew G. Levy/Stanley H. Goldstein
Jeannie Richardson
2200 Defense Highway, Suite 300
Crofton, MD 21114

Amount Enclosed $ _____

Please return top portion with your payment

| Qty | Description | Price | Line Tot |
|---|---|---|---|
| | SUITLAND LOCATION | | |
| | MATERIAL PER QUOTATION - 10/28/91 | | 2995.00 |
| | A. Novell Network Server - 386/33 High Performance 33mhz w/4mb RAM, 5.25" Floppy 101 Keyboard, 2 Parallel/Serial, Mono Monitor & 330mb SCSI Hard Drive w/Controller. | | 600.00 |
| | B. Novell 5-User Operating System. | | 3750.00 |
| | C. 3 High Performance 386/25 Workstations. | | 525.00 |
| | D. 4 16 Bit Network Adapters (Arcnet) | | 1095.00 |
| | E. Mountain TD8000 Tape Drive w/Mach2 Controller (Includes Software & 10 Tapes) | | 420.00 |
| | F. 9600 Baud Internal Modem. | | 380.00 |
| | G. Uninterruptable Power Supply (APC-520) | | 149.00 |
| | H. PC Anywhere IV (Crofton & Suitland). | | 86.00 |
| | I. Procomm (PC Plus) Version 2.0 (Suitland Only). | | 420.00 |
| | Additional 9600 Baud Modem. | | 380.00 |
| | Additional Uninterruptable Power Supply. | | 60.00 |
| 3 | AT Clock Batteries for Existing AT's - Suitland | 20.00 | |
| | CABLING | 30.00 | 30.00 |
| 1 | 25ft. Laser Printer Cable. | 13.00 | 52.00 |
| 4 | 6-Outlet Surge Suppressors. | 10.00 | 30.00 |
| 3 | Keyboard Extenders. | | |

Thank you for your patronage!

ce charge of 1½% per month. (Equal to 18% annually)
dded to all overdue accounts.

If payment has already been made, please disregard this notice. Thank you.

GHT INDUSTRIES

**LIGHT**
**INDUSTRIES**
SERVICE CORP.

8223 CLOVERLEAF DRIVE
SUITE 100
MILLERSVILLE, MARYLAND 21108
(301) 987-5914

BOOK 576 PAGE 256

Page 2

Invoice No: 421318

Account No: 2362

12/13/91

Andrew G. Levy/Stanley H. Goldstein
Jeannie Richardson
2200 Defense Highway, Suite 300
Crofton, MD 21114

Amount Enclosed $ _____

Please return top portion with your payment

| Qty | Description | Price | Line Tot |
|---|---|---|---|
| 3 | Video Extenders. | 13.00 | 39.00 |
| 1 | Monitor Power Extender. | 8.00 | 8.00 |
| 1 | Wall Plate Assembly (For 2nd In Wall Installation) | 15.00 | 15.00 |
| 1 | 10' Drop Cable for 2nd Wall Installation. | 10.00 | 10.00 |
| 10 | Replacement Boot Diskettes for Crofton (All Workstations) - New DOS 3.3 Shells | 2.00 | 20.00 |
| | Basic Network Implementation for Single Application. | | 1200.00* |
| | Hardware Swap at Crofton. | | 300.00* |
| | UBAR Installation for Crofton & Suitland. | | 250.00* |
| 0.5 HRS | - Switch One Additional Workstation. | 75.00 | 37.50* |
| 0.5 HRS | - Laser Printer Installation at Suitland. | 75.00 | 37.50* |

SERIAL NUMBERS

CPU'S

| | | |
|---|---|---|
| 386/33 | #92115774 | (Network Server) |
| 386/25 | #92058079 | (Workstation) |
| | #92046646 | (Workstation) |
| | #92044473 | (Workstation) |

MONITORS

| | |
|---|---|
| AOC Mono | #164 |
| | #165 |
| | #166 |
| Goldstar | #156 |

Thank you for your patronage!

A service charge of 1½% per month. (Equal to 18% annually) will be added to all overdue accounts.

If payment has already been made, please disregard this notice. Thank you.

**LIGHT** INDUSTRIES

BOOK 576 PAGE 257

**LIGHT**
INDUSTRIES
SERVICE CORP.

8223 CLOVERLEAF DRIVE
SUITE 100
MILLERSVILLE, MARYLAND 21108
(301) 987-5914

Page 3

Invoice No: 421318
Account No: 23621
12/13/91

CERTIFIED TRUE COPY

Andrew G. Levy/Stanley H. Goldstein
Jeannie Richardson
2200 Defense Highway, Suite 300
Crofton, MD 21114

Amount Enclosed $ _____

Please return top portion with your payment

| Qty | Description | Price | Line Tot |
|---|---|---|---|
| | UPS's | | |
| | #W910600004 | | |
| | #W910600062 | | |
| | Netware Ver. 2.2 #04000530 (5-User) | | |
| | W/O #7637, JWF, 11/6/91 | | |
| | Sub-total: | | 12889.00 |
| | Tax: | | 553.20 |
| | Amt Due: | | 13,442.20 |

Items with '*' are not taxable

Thank you for your patronage!

NEED SUPPLIES???
LIGHT INDUSTRIES provides paper, ribbons, diskettes, backup tapes and a variety of other computing supplies. Call us first for quality and guaranteed compatible products.

A service charge of 1½% per month. (Equal to 18% annually) will be added to all overdue accounts.

If payment has already been made, please disregard this notice. Thank you.

**LIGHT** INDUSTRIES

INVOICE

**ANNMARC** inc

Professional Computer Systems
1982 Moreland Parkway
Annapolis, Maryland 21401
301-268-8897

BOOK 576 PAGE 258

EXHIBIT "B"

CERTIFIED TRUE COPY

BILL TO: CAPITOL TITLE INSURANCE
2200 DEFENSE HWY # 300
CROFTON MD 21114-2404

SHIP TO: CAPITOL TITLE INSURANCE
2200 DEFENSE HWY # 300
ATTN: JEANNE RICHARDSON
CROFTON MD 21114-2404

| INVOICE NUMBER | INVOICE DATE | ORDER NUMBER | ORDER DATE | CUSTOMER NUMBER | CUSTOMER P.O. NUMBER | TERMS | SALESPERSON |
|---|---|---|---|---|---|---|---|
| 230436 | 11/21/91 | 200046 | 11/06/91 | 324 | JEANNIE | NET 30 DAYS PICKUP | 137 |

| UNITS | U/M | ITEM / DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | EA | HEW-33459A LOC 01<br>PRIN/HP LASERJET IIID<br>SERIAL NUMBERS:<br>3122J87461 | | 2315.000 | 2,315.00 |
| 2 | EA | HEW-92297C LOC 01<br>ACCS/HP,PAPER TRAY,LEGAL,LJIII | | 59.850 | 119.70 |
| | | Subtotal | | | 2,434.70 |
| | | Sales Tax | | | 121.74 |
| | | Total Due | | | 2,556.44 |

ALL RETURNS MUST OCCUR WITHIN 15 DAYS AND ARE SUBJECT TO A RESTOCKING FEE

DEC 18 '91 09:38 CAPITOL TITLE/CROFTN

EXHIBIT "C" BOOK 576 PAGE 259


ANDTECH SUPPORT SERVICES

arl F. Heeter
ita T. Heeter

Phone: (703) 620-0937
Fax: (703) 620-1875
11414 Waples Mill Road
Post Office Box 480
Oakton, VA 22124


CERTIFIED TRUE COPY

Invoice Number: 91793

ate : December 12, 1991

INVOICE

Sold To : Capitol Customer
: Mr. Andrew Levy
: Capitol Title Insurance Agency
: 2200 Defense Highway
: Suite #300
: Crofton :MD : 21114

Ship To
: Jeannie Richardson
: for Severna Park Office
: REVISED
: 301-721-3673

| Quantity | Item | Description or Service Rendered | Total Amount |
|---|---|---|---|
| 1 | | Landtech Network version (4 user) | 2495.00 |
| 3 | | Additional Users (total 7) | 1350.00 |
| 7 | | Annual Update for 7 users (pro-rated) | 770.00 |
| 1 | u-font | U-Font Cartridge (HP Compatible) | 189.00 |
| | | | 4804.00 |
| | Subtotal | | 0.00 |
| | Sales Taxes 4.5% of : | (Virginia only) | |
| | Shipping charges | | 35.00 |
| | Advance payment amount | | 4769.00 |
| | Balance Due upon Receipt of this invoice | | |

Revised to Pro RATE Update fees to August. Thanks Karl

Please Note :
Credit terms are extended to established customers under the following policy. All invoices are due upon receipt and considered past due and subject to late charges and interest if not paid within 30 days of the date of invoice. Finance charge will be assessed at a rate of 1.5% per month from the invoice date until paid. Further credit terms will be suspended if invoices are outstanding in excess of 45 days. All past due invoices are subject to all costs of collection including attorneys fees and court costs to the maximum permitted by law.

Invoices are created when the order is placed, you may receive the invoice before your order is delivered.

EXHIBIT "C"

# LANDTECH SUPPORT SERVICES

Karl F. Heeter
Rita T. Heeter

Phone: (703) 620-0937
Fax: (703) 620-1875
11414 Waples Mill Road
Post Office Box 480
Oakton, VA 22124

BOOK 576 PAGE 260

Invoice Number: 91793

Date : December 12, 1991

INVOICE

Sold To : Capitol Customer
: Mr. Andrew Levy
: Capitol Title Insurance Agency
: 2200 Defense Highway
: Suite #300
: Crofton :MD : 21114

Ship To
: Jeannie Richardson
: for Severna Park Office
: REVISED
: 301-721-3673

| Quantity | Item | Description or Service Rendered | Total Amount |
|---|---|---|---|
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| 3 | | Additional Users (total 7) | 1350.00 |
| 7 | | Annual Update for 7 users (pro-rated) | 770.00 |
| 1 | u-font | U-Font Cartridge (HP Compatible) | 189.00 |
| | | | 4804.00 |
| | Subtotal | | 0.00 |
| | Sales Taxes 4.5% of : | (Virginia only) | |
| | Shipping charges | | 35.00 |
| | Advance payment amount | | 4769.00 |
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Revised to Pro RATE Update fees to August. Thanks Karl

Please Note

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Invoices are created when the order is placed, you may receive the invoice before your order is delivered.

285420

FINANCING STATEMENT

TO: _____ Financing Records, State Department of Assessments and Taxation of Maryland

__X__ Financing Records, Circuit Court of Anne Arundel County, Maryland

_____ Land Records, Circuit Court of Anne Arundel County, Maryland

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

NOT SUBJECT TO RECORDATION TAX

The appropriate amount of recordation taxes has been paid in connection with the recording of a Deed of Trust among the land records of the jurisdiction in which the land herein described is located and granting to the Secured Party, as security for the loan herein described, a security interest in the same property as described in this instrument.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

THIS FINANCING STATEMENT, dated the 13th day of January, 1992, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

   YORKTOWNE AT OLDE MILL APARTMENTS LIMITED PARTNERSHIP
   Suite 600, Two North Riverside Plaza
   Chicago, Illinois 60606

2. Secured Party's name and address:

   WASHINGTON CAPITAL DUS, INC.
   Suite 1210, 1616 North Fort Myer Drive
   Arlington, Virginia 22209

3. Maturity date of obligation: _____, 20__

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

   All of the goods, equipment, furnishings, furniture, fixtures, chattels and articles of personal property, including, without limitation, all building materials and supplies, furnaces, boilers, oil burners, refrigeration, air-conditioning and sprinkler systems, awnings, screens, window shades, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all thereof, whether now in existence or hereafter arising,

RECORD FEE 25.00
POSTAGE .50
#203610 C263 A01 T13:27
01/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

25-
50

and relating to, situated or located on, or used or usable in connection with the operation of Yorktowne at Olde Mill Apartments, located in Millersville, Maryland.

5. The above described goods are affixed or to be affixed to:

See Exhibit A attached hereto and made a part hereof.

DEBTOR:

YORKTOWNE AT OLD MILL APARTMENTS LIMITED PARTNERSHIP, an Illiinois limited partnership

By: Samuel Zell Robert Lurie General Partners, an Illinois general partnership, its general partner

By: Zell General Partnership, Inc., an Illinois corporation, a general partner

By: _____
Samuel Zell, President

SECURED PARTY:

WASHINGTON CAPITAL DUS, INC., a Delaware corporation

By: _____
Bridget O. Schmitz
Senior Vice President

EXHIBIT A

BEGINNING for the same at a point on the northwest side of Cornwall Road, 55 feet wide, as shown on the record plat entitled "Village of Olde Mill", Section 1, Plat 2 recorded among the land records of Anne Arundel County, Maryland in Plat Book 44 at page 41, said point being the easternmost corner of that parcel of land labeled Parcel No. 1 as shown on the abovementioned record plat; thence running along the said northwest side of Cornwall Road, 55 foot wide, and binding along the southeasterly outline of Parcel No. 1 as shown on the abovementioned record plat south 61 degrees 50 minutes 00 seconds west 375.00 feet; thence continuing along the said northwest side of Cornwall Road, 55 feet wide, and running through the lands of Parcel No. 1 as shown on the abovementioned record plat south 61 degrees 50 minutes 00 seconds west 62.21 feet; thence running along the southwesternmost termination of Cornwall Road and continuing through Parcel No. 1 as shown on the abovementioned record plat along the arc of a curve to the left having a radius of 50.00 feet for an arc distance of 219.71 feet; thence continuing and running along the southeasterly side of Cornwall Road and continuing through Parcel No. 1 as shown on the abovementioned record plat northeasterly along the arc of a curve to the right having a radius of 15.50 feet for an arc distance of 19.42 feet; thence leaving the said southeasterly side of Cornwall Road, 55 foot wide, and binding along the outline of Parcel No. 1 as shown on the abovementioned record plat south 28 degrees 10 minutes 00 seconds east 99.27 feet; thence running south 04 degrees 13 minutes 40 seconds east 50.00 feet; thence running south 86 degrees 36 minutes 10 seconds west 354.78 feet; thence running north 04 degrees 43 minutes 10 seconds west 138.33 feet; thence running south 85 degrees 16 minutes 50 seconds west 28.50 feet; thence running north 31 degrees 49 minutes 20 seconds east 348.49 feet; thence running north 85 degrees 16 minutes 50 seconds east 156.00 feet; thence running north 03 degrees 55 minutes 10 seconds west 33.14 feet; thence running north 86 degrees 04 minutes 50 seconds east 168.91 feet; thence running north 61 degrees 50 minutes 00 seconds east 76.00 feet and south 28 degrees 10 minutes 00 seconds east 150.00 feet to the point of beginning; containing 3.7893 acres of land more or less.

BEGINNING for the second at a point on the westerly side of Kenora Drive, 60 feet wide, as shown on the abovementioned record plat, said point being on the southernmost outline of Parcel No. 2 as shown on the abovementioned record plat; thence leaving the said westerly side of Kenora Drive, 60 feet wide, and running along the outlines of Parcel No. 2 as shown on the abovementioned record plat south 85 degrees 42 minutes 20 seconds west 291.47 feet; thence running north 04 degrees 13 minutes 40 seconds west 563.79 feet; thence running north 85 degrees 46 minutes 20 seconds east 97.84 feet; thence running north 61 degrees 50 minutes 00 seconds east 402.97 feet; thence running north 28 degrees 10 minutes 00 seconds west 257.00 feet to a point on the southeast side of Cornwall Road, 55 feet wide, as shown on the abovementioned record plat; thence continuing along the outlines of Parcel No. 2 shown on the abovementioned record plat and binding along the said southeast side of Cornwall Road, 55 feet wide, as shown on the abovementioned record plat north 61 degrees 50 minutes 00 seconds east 179.00 feet; thence running southeasterly along the arc of a curve to the right having a radius of 20.00 feet for an arc distance of 29.22 feet to a point on the southwest side of Brandon Drive, 60 feet wide, as shown on the abovementioned record plat; thence continuing along the outlines of Parcel No. 2 as shown on abovementioned record plat and running along the said southwest side of Brandon Drive, 60 feet wide, as shown on the abovementioned record plat southeasterly along a curve to the left having a radius of 480.00 feet for an arc distance of 16.45 feet; thence running south 36 degrees 25 minutes 50 seconds east 465.00 feet; thence running southwesterly along an arc of a curve to the right having a radius 20.00 feet for an arc distance of 31.42 feet to a point on the northwest side of Kenora Drive, 60 feet wide, as shown on the abovementioned record plat; thence continuing along the outline of Parcel No. 2 shown on the abovementioned record plat and binding along the northwest side of Kenora Drive, 60 feet wide, as shown on the abovementioned record plat south 53 degrees 34 minutes 10 seconds west 10.00 feet; thence running through Parcel No. 2 as shown on the abovementioned record plat and binding along the northwesterly side of Kenora Drive, 60 feet wide, as shown on the abovementioned record plat south 53 degrees 34 minutes 10 seconds

west 375.52 feet; thence running southwesterly along the arc of a curve to the left having a radius of 300.00 feet for an arc distance of 355.41 feet; thence running south 00 degrees 01 minutes 10 seconds east 92.32 feet to the point of beginning; containing 8.957 acres of land more or less.

BEGINNING for the third at a point on the southeasterly side of Kenora Drive, 60 feet wide, as shown on the abovementioned record plat, said point being on the southernmost outline of the abovementioned record plat; thence running along the said southeasterly side of Kenora Drive, 60 feet wide, as shown on the abovementioned record plat and running through Parcel No. 2 as shown on the abovementioned record plat north 00 degrees 01 minutes 10 seconds west 87.82 feet; thence running northeasterly along the arc of a curve to the right having a radius of 320.00 feet for an arc distance of 299.30 feet; thence running north 53 degrees 34 minutes 10 seconds east 375.52 feet; thence continuing along the said southeasterly side of Kenora Drive, 60 feet wide, as shown on the abovementioned record plat and binding along the outlines of Parcel No. 2 as shown on the abovementioned record plat north 53 degrees 34 minutes 10 seconds east 110.41 feet; thence leaving the said southeasterly side of Kenora Drive, 60 feet wide, as shown on the abovementioned record plat and binding along the outlines of Parcel No. 2 as shown on the abovementioned record plat southwesterly along the arc of a curve to the left having a radius of 20.00 feet for an arc distance of 31.82 feet; thence running south 37 degrees 36 minutes 00 seconds east 127.72 feet; thence running south 04 degrees 57 minutes 50 seconds east 458.55 feet and south 85 degrees 42 minutes 20 seconds west 636.34 feet to the point of beginning; containing 6.033 acres of land more or less.

All of the above being parts of Parcel No. 1 and Parcel No. 2 as shown on the record plat entitled "Village of Olde Mill", Section 1, Plat 2 recorded among the land records of Anne Arundel County, Maryland in Plat Book 44 at page 41.

All of the above being parts of those parcels of land first and second described in the conveyance from Presidential Properties, Inc. to Samuel Zell, Trustee by deed dated October 30, 1978 recorded among the land records of Anne Arundel County, Maryland in Liber 3142 and folio 230.

285421

BOOK 576 PAGE 267

FINANCING STATEMENT

TO: _____ Financing Records, State Department of Assessments and Taxation of Maryland

__X__ Financing Records, Circuit Court of Anne Arundel County, Maryland

_____ Land Records, Circuit Court of Anne Arundel County, Maryland

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

NOT SUBJECT TO RECORDATION TAX

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- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

THIS FINANCING STATEMENT, dated the 13th day of January, 1992, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

   YORKTOWNE AT OLDE MILL APARTMENTS LIMITED PARTNERSHIP
   Suite 600, Two North Riverside Plaza
   Chicago, Illinois 60606

2. Secured Party's name and address:

   WASHINGTON CAPITAL DUS, INC.
   Suite 1210, 1616 North Fort Myer Drive
   Arlington, Virginia 22209

3. Maturity date of obligation: _____ 20

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

   All of the goods, equipment, furnishings, furniture, fixtures, chattels and articles of personal property, including, without limitation, all building materials and supplies, furnaces, boilers, oil burners, refrigeration, air-conditioning and sprinkler systems, awnings, screens, window shades, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all thereof, whether now in existence or hereafter arising,

RECORD FEE 25.00
POSTAGE .50
H2B620 C263 R01 T13:30
01/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

25 50

and relating to, situated or located on, or used or usable in connection with the operation of Yorktowne at Olde Mill Apartments, located in Millersville, Maryland.

5. The above described goods are affixed or to be affixed to:

See Exhibit A attached hereto and made a part hereof.

DEBTOR:

YORKTOWNE AT OLD MILL APARTMENTS LIMITED PARTNERSHIP, an Illiinois limited partnership

By: Samuel Zell Robert Lurie General Partners, an Illinois general partnership, its general partner

By: Zell General Partnership, Inc., an Illinois corporation, a general partner

By: _____
Samuel Zell, President

SECURED PARTY:

WASHINGTON CAPITAL DUS, INC., a Delaware corporation

By: _____
Bridget O. Schmitz
Senior Vice President

EXHIBIT A

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BOOK 576 PAGE 273

ASSIGNMENT OF
FINANCING STATEMENT

TO: _____ Financing Records, State Department of Assessments and Taxation of Maryland

__X__ Financing Records, Circuit Court of Anne Arundel County, Maryland

_____ Land Records, Circuit Court of Anne Arundel County, Maryland

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

THIS ASSIGNMENT OF FINANCING STATEMENT, dated the day of January 1992, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. This STATEMENT refers to the original Financing Statement No._____ Dated January 13th, 1992 in Liber _____, folio _____
Date Filed: January___, 1992
Filed With: Financing Records, Anne Arundel, Maryland

2. Debtor's name and address:

YORKTOWNE AT OLDE MILL APARTMENTS LIMITED PARTNERSHIP
Suite 600, Two North Riverside Plaza
Chicago, Illinois 60606

3. Secured Party's name and address:

WASHINGTON CAPITAL DUS, INC.
Suite 1210, 1616 North Fort Myer Drive
Arlington, Virginia 22209

RECORD FEE 10.00
POSTAGE .50
#203630 C263 R01 T13:31
01/16/92
MARY M. ROSE
CLK. CIRCUIT COURT

4. Maturity date of obligation: _____.

5. Assignee: Federal National Mortgage Association
c/o Washington Capital DUS, Inc.451
Suite 1210, 1616 North Fort Myer Drive
Arlington, Virginia 22209

SECURED PARTY:

WASHINGTON CAPITAL DUS, INC., a Delaware corporation

By: _____
Bridget O. Schmitz
Senior Vice President

105
50

ASSIGNMENT OF
FINANCING STATEMENT

TO: _____ Financing Records, State Department of Assessments and Taxation of Maryland

__X__ Financing Records, Circuit Court of Anne Arundel County, Maryland

_____ Land Records, Circuit Court of Anne Arundel County, Maryland

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

THIS ASSIGNMENT OF FINANCING STATEMENT, dated the day of January 1992, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. This STATEMENT refers to the original Financing Statement No._____ Dated January 13th, 1992 in Liber _____, folio _____
   Date Filed: January___, 1992
   Filed With: Financing Records, Anne Arundel, Maryland

2. Debtor's name and address:

   YORKTOWNE AT OLDE MILL APARTMENTS LIMITED PARTNERSHIP
   Suite 600, Two North Riverside Plaza
   Chicago, Illinois 60606

3. Secured Party's name and address:

   WASHINGTON CAPITAL DUS, INC.
   Suite 1210, 1616 North Fort Myer Drive
   Arlington, Virginia 22209

4. Maturity date of obligation: _____.

5. Assignee: Federal National Mortgage Association
   c/o Washington Capital DUS, Inc.451
   Suite 1210, 1616 North Fort Myer Drive
   Arlington, Virginia 22209

RECORD FEE 10.00
POSTAGE .50
M0033640 D263 R01 T13:31
01/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

SECURED PARTY:

WASHINGTON CAPITAL DUS, INC., a Delaware corporation

By: _____
Bridget O. Schmitz
Senior Vice President

10.50

## PARTIES

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

DeGroat, Floyd Vernon
Route 3 Box 525 A Lot 105
Severna Park, MD 21144

1

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

1a

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

1b

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

Green Tree Consumer Discount Co.
300 Weyman Plaza, Suite 480
P.O. Box 18306
Pittsburgh, PA 15236-0306

2

**Special Types of Parties** (check if applicable):

☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

☐ Debtor is a Transmitting Utility.

3

## SIGNATURE(S)

**Debtor Signature(s)** (only if Amendment):

**Secured Party Signature(s):**

Green Tree Consmer Discount Company

4

## FINANCING STATEMENT CHANGE
**Uniform Commercial Code Form UCC-3**
**IMPORTANT-Please read instructions on reverse side of page 4 before completing**

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

BOOK 576 PAGE 275

5

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

☐ Secretary of the Commonwealth.
☐ Prothonotary of _____ County.
☐ Real Estate Records of _____ County. 6

**Number of Additional Sheets** (if any): 7

**Optional Special Identification** (Max. 10 characters): 8

## ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. #26694
filed with the: letter435 pg 196

☐ Secretary of the Commonwealth on (date) _____
☒ Prothonotary of Anne Arundel County on (date) 3-12-81
☐ Real Estate Records of _____ County on (date) _____

9

## DESCRIPTION OF FINANCING STATEMENT CHANGE

☒ **Continuation** - The original Financing Statement identified above is still effective.

☐ **Termination** - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.

☐ **Release** - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.

☐ **Assignment** - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.

☐ **Amendment** - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

RECORD FEE 10.00

**Description** of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

RECEIVED 1990 JAN 11 PM 3:39

01/16/92

MARY M. ROSE

AA CO. CIRCUIT COURT

CLERK'S NOTATION

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

11

**RETURN RECEIPT TO:**

Green Tree Consumer Discount Co.
300 Weyman Plaza, Suite 480
P.O. Box 18306
Pittsburgh, PA 15236-0306

10

12

STANDARD FORM UCC-3 (7-89)
Approved by Secretary of Commonwealth of Pennsylvania

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

285422

BOOK 576 PAGE 276

Debtor or Assignor Form

# MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 20,000.00 .
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

| DEBTOR | SECURED PARTY (OR ASSIGNEE) |
|---|---|
| GRAHAM LANDSCAPE ARCHITECTURE | THE FIRST NATIONAL BANK OF MARYLAND |
| PARTNERSHIP | Attn: STEVE FERRON |
| (Name) | (Name of Loan Officer) |
| 229 Prince George St. | 18 West St. |
| (Address) | (Address) |
| Annapolis, Maryland 21401 | Annapolis, Maryland 21401 |

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

ALL ASSETS

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

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

229 Prince George St., Annapolis, Maryland 21401

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.

RECORD FEE 11.00
RECORD TAX 140.00
POSTAGE .50
#203760 CRCT R01 T13:42
01/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

| DEBTOR (OR ASSIGNOR) | SECURED PARTY (OR ASSIGNEE) |
|---|---|
| (Seal) | (Seal) |
| J. Patrick Graham, Partner | |
| (Seal) | (Seal) |
| Pearse O'Dohert (Signature) Partner | (Signature) |
| GRAHAM LANDSCAPE ARCHITECTURE PARTNERSHIP | |
| (Print or Type Name) | (Print or Type Name) |

BN-2403 A-8804

P1
140
00

AA Co. BOOK 576 PAGE 277

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 275318 Dated 11/15/88

Record Reference Book 534 Page 306

2. DEBTOR:

Name: Circle Graphics, Inc.
(Last Name First)

ADDRESS: 8835-I Columbia 100 Parkway, Columbia, MD 21045 RECORD FEE 10.00

#283850 C263 R01 T13:58

01/16/92

3. SECURED PARTY IS:

NAME: Signet Bank/Maryland MARY M. ROSE

ADDRESS: Baltimore & St. paul Streets - Baltimore, MD 21203 AA CO. CIRCUIT COURT

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS

* SEE ABOVE

SECURED PARTY

Signet Bank/Maryland

BY: Diane L McEwen AVP
(TITLE)

DATED: 1/6, 1992

10-

285423

Recordation Tax Has Been paid
(see paragraph 5 below)

To Be Recorded:

✓ Financing Statement Records Anne Arundel County, Maryland
— Land Records - Anne Arundel County, Maryland
— Financing Statement Records - State Department of Assessments and Taxation

FINANCING STATEMENT

1. Debtor: LUDLO DEVELOPMENT CORPORATION

Address: P.O. Box 6894
Towson, Maryland 21285
Attention: William D. Ludwig

2. Secured Party: STERLING BANK & TRUST CO.

Address: 111 Water Street
Baltimore, Maryland 21202-1025
Attention: Patricia A. Jenkins, Senior Vice President

3. THIS FINANCING STATEMENT COVERS all of the following property of the Debtor, both now owned and existing and hereafter owned, existing, acquired, created and arising, and all of the Debtor's both now existing and hereafter acquired rights, title and interest in and to such property (all of such property described below and such rights, title and interest being herein collectively called the "Collateral"):

RECORD FEE 17.00
POSTAGE .50
#600000 C603 R04 T14:23
01/16/92

(a) Fixtures, etc. (i) Any property deemed by applicable law to be a fixture and part of the real property described in Exhibit A attached hereto and made a part hereof (the "Land") or buildings located thereon, (ii) all equipment (as such term is defined by the Maryland Uniform Commercial Code) and other personal property of every kind both now and hereafter owned by the Debtor and located in or on, or used in connection with, the Land or buildings located thereon and/or the construction thereof, including, again without limitation, all building, development and construction materials, additions, parts, fittings, accessories, special tools, attachments and accessions now or hereafter affixed thereto and/or used in connection therewith, and (iii) all alterations, additions and accessions to such buildings, improvements and property, substitutions therefor and replacements thereof, all of the foregoing described in this subpart (iv), together with any buildings and other structures both now and

I:\JMK\CLI\113641.MSC
December 20, 1991

hereafter located on the Land, are herein called collectively the "Improvements".

(b) Leases, etc. All leases of all or any part of the Land and Improvements both now and hereafter existing (each a "Lease" and collectively the "Leases") and all rents, income, profits and other benefits of, from, arising out of, or attributable to, the Land and the Improvements both now existing and hereafter arising.

(c) Judgments, etc. All judgments, awards, payments, proceeds, settlements or other compensation both now and hereafter made for or in respect of the Land or any part thereof and/or the Improvements or any part thereof, 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.

(d) Conversion Proceeds, etc. All proceeds of the conversion, voluntary or involuntary, and interest payable thereon, of any Lease, of any part of the Land and/or the Improvements 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 Land and the Improvements and the right to collect and receive the same.

(e) Contracts of Sale, etc. All contracts and other agreements both now and hereafter existing for the sale of all or any part of the Land and/or the Improvements and all monies, securities or other property deposited pursuant to any such contract or agreement to secure the performance of the purchaser or-purchasers thereunder, and all other monies and property due or to become due to the Debtor under any such contract or agreement.

(f) Construction Contracts, etc. All now existing and hereafter created construction contracts, architectural and engineering contracts, site plans and drawings, plans and specifications, building permits, water and sewer permits, tap fees, utility deposits and all other contracts, agreements, permits and authorizations in any way related to the development of the Land into building lots and the construction of improvements thereon.

(g) Proceeds and products. etc. All cash and noncash proceeds and products of the Collateral described in parts (a), (b), (c), (d), (e), and (f) immediately above.

4. A portion of the Collateral is or my become affixed to the Land and the Improvements thereon. The Debtor is the record owner of the Land and the Improvements.

5. The Debtor hereby certifies that the applicable recordation tax imposed by Title 12 of the Tax - Property Article of the Annotated Code of Maryland on initial debt has been paid to the Clerk of the Circuit Court for Anne Arundel County, Maryland in connection with the recording of a Deed of Trust among the Land Records of Anne Arundel County, Maryland, dated December 20, 1991 from the Debtor to certain individual trustees for the benefit of the Secured Party and securing such debt.

DEBTOR:

LUDLO DEVELOPMENT CORPORATION

By: William D. Ludwig, President (SEAL)
William D. Ludwig,
President

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

John M. Kuhn, Esquire
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

EXHIBIT A

Commitment No.#: VT 1114 File No.#: 1114

BEGINNING FOR THE SAME at a point at the beginning of the first or South 70 degrees thirty three minutes thirty seconds East 1,360 feet, more or less, line of the parcel of land that was conveyed from Sophie Kramer Roth to Marvin Freedenberg, et al as parcel No. 1 of a deed dated May 15, 1975 and recorded among the Land Records of Anne Arundel County in Liber 2769, folio 430, said point also being at the intersection of the Northerly Right of Way line of Blackwell Rd. ad with the Easterly line of Edgewood Road, thence departing said point and running reversely with the Fifth or South 00 degrees twenty-eight minutes thirty seconds East, 119.57 feet line of the aforesaid deed with meridian referred to City of Annapolis Grid:

1. North 08 degrees 12 minutes 03 seconds West, 119.57 feet to intersect the Easterly Right of Way of Edgewood Road with the Southerly Right of Way line of a thirty (30) foot road, thence reversely with the Fourth and Third lines of the above deed, viz:,

2. North 71 degrees 10 minutes 58 seconds East, 54.33 feet, and

3. South 78 degrees 17 minutes 03 seconds West 1,351.95 feet to a point, thence with the reverse of the aforementioned deed,

4. South 10 degrees 34 minutes 56 seconds West, 140.15 feet to the Northerly Right of Way line of Blackwell Road, a thirty (30) foot Right of Way, thence with said Right of Way,

5. North 78 degrees 17 minutes 03 seconds West, 1,360.96 feet to the point of beginning.

Containing 4.44 Acres, more or less, as now surveyed by McCrone, Inc. in December 1986.

Anne Arundel
MD

285424

BOOK 576 PAGE 282

**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.

RECORD FEE 11.00
RECORD TAX 2275.00
POSTAGE .50
#321650 C489 R02 T11:43
01/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. **DEBTOR**

Name Optic Graphics, Inc.

Address 101 Dover Road, Glen Burnie, MD 21060

2. **SECURED PARTY**

Name P.C. Leasing, a division of Phoenixcor, Inc.

Address 65 Water Street, South Norwalk, CT 06854

Person And Address To Whom Statement Is To Be Returned 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 property set forth in Security Agreement dated December 30, 1991 between Debtor and Secured Party as listed on the annexed Schedule A.

Recordation Tax is being paid in the amount of $2,275.00 to Anne Arundel County. Also filing at state level (amount of taxable debt=$325,000.00)

**CHECK ☒ THE LINES WHICH APPLY**

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Optic Graphics, Inc.

(Signature of Debtor)

DAVID KINLEIN, PRES.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

P.C. Leasing, a division of Phoenixcor, Inc.

(Signature of Secured Party)

Scott Kent, National Credit Manager

Type or Print Above Signature on Above Line

RETURN TO:
LEXIS ® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

11.00
2275.00
.50

1010116-1336543

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

**SCHEDULE A**

One (1) Harris M120 2-unit Web Press 19 3/8 x 31 S/N 5503
One (1) Butler Splicer Model #3242-10UWS,
One (1) Harris/Cottrell T-23 Infeed Model M120 2292-50 S/N 5563-1448 equipped with Martin PG-20 WPG-20 Web Guides
Four (4) Martin Web Break Detectors
One (1) Harrris Folder Model #FM 120 132 Combination: 1/4 or Chopper Fold, Double-Parallel, Tabloid, Cross Perf/Creaser S/N 1038739
One (1) STOBB Bundler/Stacker Model PBC S/N 2876
One (1) Harris Chill Unit Model M120-2292-50 S/N 5564-1448
One (1) Baldwin Circulator

All Equipment above complete with any and all attachments, accessions, additions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom.

OPTIC GRAPHICS, INC.

BY: _____

TITLE: President

P.C. LEASING, A DIVISION OF PHOENIXCOR, INC.

BY: _____

TITLE: _____

REF: OPTIC-SCH

STATE OF MARYLAND

BOOK 576 PAGE 284

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285230

RECORDED IN LIBER 574 FOLIO 353 ON 11/15/91 (DATE)

1. DEBTOR

Name Francis R. Moreland

Address 813 Main Street Galesville, MD 20765

RECORD FEE 10.00
POSTAGE .50
#322400 C489 R02 T14:31
01/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Alban Tractor Co., Inc.

Address P.O. Box 9595 Baltimore, MD 21237

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.)

Assigned To: The CIT Group/Equipment Financing, Inc./
1280 W./Southedesford Road
Berwyn, PA 19312

One (1) Caterpillar Model 963 Track Loader S/N 21Z03459

1007833-2 18414GH

RETURN TO:
LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

Dated

(Signature of Secured Party)

Alban Tractor Co., Inc.

Type or Print Above Name on Above Line

11.00

# STATE OF MARYLAND

CLERK OF CIR. CT.
ANNE ARUNDELL, MD

BOOK 576 PAGE 285

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 236888

RECORDED IN LIBER 435 FOLIO 21 ON 03/15/81 (DATE)

1. DEBTOR

Name: Acton Corporation

Address: 4600 Marriott Drive, Raleigh, N.C. 27612

2. SECURED PARTY

Name: American Security Bank, N.A.

Address: 1501 Pennsylvania 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)

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.) |

RECORD FEE 10.00
POSTAGE .50
#322410 C489 R02 T14:32
01/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1009530-21/18858BH

American Security Bank, N.A.

Dated December 31, 1991

Sandra G. Lederman, V.P.
by: (Signature of Secured Party)

Sandra G. Lederman
Type or Print Above Name on Above Line

STATE OF MARYLAND BOOK 576 PAGE 286

CLERK OF CIR. CT.
ANNE ARUNDEL, MD

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242564

RECORDED IN LIBER 449 FOLIO 535 ON 05/14/82 (DATE)

1. DEBTOR

Name North Arundel CATV, Inc.

Address 4600 Marriott Drive, Raleigh, N.C. 27612

2. SECURED PARTY

Name American Security Bank, N.A.

Address 1501 Pennsylvania 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)

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.) |

RECORD FEE 10.00
POSTAGE .50
#322420 C489 R02 T14:33
01/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1004530-23/18858BH

Dated December 31, 1991

American Security Bank, N.A.

Sandra Lederman V.P.
by: (Signature of Secured Party)

Sandra G. Lederman
Type or Print Above Name on Above Line

STATE OF MARYLAND

# FINANCING STATEMENT FORM 285425

BOOK 576 PAGE 287

Identifying File No.

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

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

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

This financing statement Dated 12/13/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ANCHOR INSURANCE AGENCY, INC.

Address 1 ANCHOR BUSINESS CENTER DEALE, MD 20751

2. SECURED PARTY

Name THE BANCORP GROUP, INC. TW

Address 31651 SCHOOLCRAFT, LIVONIA, MI 48150

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

3. Maturity date of obligation (if any)

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

THIS FINANCING STATEMENT IS BEING RECORDED PURSUANT TO A LEASE BETWEEN THE SECURED PARTY AND THE DEBTOR FOR NOTICE PURPOSES ONLY AND SHALL NOT BE DEEMED TO GRANT THE DEBTOR ANY OTHER PROPERTY INTEREST IN THE EQUIPMENT DESCRIBED HEREIN. INCLUDING PROCEEDS OF FIRE INSURANCE IF ANY. L#750322

Name and address of Assignee

3-HYUNDAI 386 SE 80386 COMPUTER SYSTEMS

RECORD FEE 11.00
POSTAGE .50
M2D4140 C263 R01 T14:33
01/16/92
MARY M. ROSE
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)

ATTORNEY IN FACT
(Signature of Debtor)

GARY A. VETTER
Type or Print Above Name on Above Line

N/A
(Signature of Debtor)

N/A
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

285426 BOOK 576 PAGE 288

Check if applicable ☐ TO BE RECORDED IN THE LAND RECORDS

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

Maturity date (if any): - - - - - -

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

U-SAVE LEASING, INC.

2. Debtor(s) Complete Address(es)

7525 Connelley Drive
Suite A
Hanover, MD 21076

3. & 4. Secured Party(ies) and Complete Address(es)

GENERAL MOTORS ACCEPTANCE CORPORATION

4 North Park Drive
Hunt Valley, MD 21030

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)

Motor vehicles, trailers and semi-trailers financed by secured party; general intangibles, contract rights, chattel paper, present and future accounts and assignments of accounts arising out of the sale or lease of those motor vehicles, trailers and semi-trailers financed by secured party, including rents receivable under leases and rental agreements.

NOT FOR PUBLICATION

RECORD FEE 11.00
M284160 [illegible]01 T14:34
01/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

8a. (XX) 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

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

$

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

Signature(s) of Debtor(s)

U-SAVE LEASING, INC.

Joseph A. Embley, pres

Signature(s) of Secured Party(ies) or Assignee(s)

GENERAL MOTORS ACCEPTANCE CORPORATION

By: [signature]
Assist. Sec'y.

FILING OFFICER COPY

Type or Print Names Clearly Below Signature.

GMAC UCC1 Md. 4-74

11

STATE OF MARYLAND

BOOK 576 PAGE 289

# FINANCING STATEMENT

FORM UCC-1 285427

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 JANUARY 8, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name OCEANIC LIMITED INC

Address 3922 J VERO ROAD, BALTIMORE, MD 21227

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE

Address P. O. BOX 70 GLEN BURNIE, MD 21060-0070

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

3. Maturity date of obligation (if any) JANUARY 8, 1993

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

ACCOUNTS RECEIVABLE

RECORD FEE 11.00

POSTAGE .50

#0R4170 C263 R01 T14:35

01/16/92

MARY M. ROSE

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)

OCEANIC LIMITED INC

BY: _____ (Signature of Debtor)

BRIAN H. DAVIS PRES

BRIAN DAVIS, PRESIDENT

Type or Print Above Name on Above Line

_____ (Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

_____ (Signature of Secured Party)

STEPHEN G BOYD, SENIOR VICE-PRESIDENT

Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 576 PAGE 290

Anne Arrundel Co.,
MD Clerk of the
Circuit Court

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~[illegible]~~ 082027

RECORDED IN LIBER 560 FOLIO 448 ON 9/27/90 (DATE)

1. DEBTOR

Name The Franklin Mint Gallery, Inc.
c/o Franklin Mint Company
Address ~~Franklin Center, PA 19091~~

2. SECURED PARTY

Name The First National Bank of Boston, as Agent

Address 100 Federal Street

Boston, MA 02110

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** Full ☒
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.)

RECORDING FEE 10.00
MARYLAND CASH R01 T10:13
01/17/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Collateral Assigned: All collateral and rights under original Financing Statement identified above.
Assignee: Philadelphia National Bank, incorporated as CoreStates Bank, N.A., as Agent*
Broad and Chestnut Streets, Philadelphia, PA 19101
*Under the Credit Agreement dated as of February 1, 1985, as restated as of December 12, 1991, and as otherwise from time to time in effect, among the Debtor, certain other borrowers and guarantors, the Assignee and certain other lenders.

10-

Dated December 12, 1991

The First National Bank of Boston, as Agent

By: Carole Delaney, Vice President
(Signature of Secured Party)

Carole Delaney, Vice President
Type or Print Above Name on Above Line

844

15-50

BOOK 576 PAGE 291

285428

PRINT OR TYPE ALL INFORMATION

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

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

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

Index numbers of subsequent statements (For office use only)

| | |
|---|---|
| Name & mailing address of all debtors, trade styles, etc.<br>No other name will be indexed.<br><br>RGI, Incorporated<br>152-A Blades Lane<br>Glen Burnie, Maryland | Check the box indicating the kind of statement.<br>Check only one box.<br><br>( X) ORIGINAL FINANCING STATEMENT<br>( ) CONTINUATION-ORIGINAL STILL EFFECTIVE<br>( ) AMENDMENT<br>( ) ASSIGNMENT<br>( ) PARTIAL RELEASE OF COLLATERAL<br>( ) TERMINATION<br>TW |
| Name & address of Secured Party<br>Flagship Financial Corporation<br>8315 Lee Davis Road, Suite 200<br>Post Office Box 218<br>Mechanicsville, VA 23111 | Name & address of Assignee<br><br>RECORD FEE 13.00<br>POSTAGE .50<br>#037770 191 R03 T13:23<br>01/17/92 |
| Date of maturity if less than five years | Check if proceeds of collateral are covered (*) |

Description of collateral covered by original financing statement

See Exhibit A attached hereto and made a part hereof.

MARY M. ROSE
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:

| | |
|---|---|
| RGI, Incorporated<br>By: _____ 1/13/92<br>Date<br>Signature of Debtor if applicable (Date)<br>Title: President | Signature of Secured Party if applicable (Date)<br>13<br>.50 |

**EXHIBIT A**

Description of Collateral

This financing statement covers the following types or items of personal property whether now owned or hereafter acquired by the Debtor: (a) all equipment, together with all parts, replacements, additions, attachments and accessories now or hereafter installed in, placed on or affixed to equipment, and all other items of personal property, including, without limitation, all furniture, furnishings, machinery and trade fixtures; (b) all accounts, contract rights, instruments, documents, chattel paper, whether secured or unsecured; (c) all general intangibles, choses in action, causes of action and all other intangible property of every kind and nature, including, without limitation, corporate or other business records, inventions, designs, blueprints, plans, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, good will, registrations, copyrights, copyright applications, servicemarks, logos, licenses, franchises, customer lists, tax refunds, tax refund claims, insurance policies on lives of key employees payable to the Debtor, any letter of credit on which the Debtor is a beneficiary, rights or claims against carriers and shippers, leases and rights to indemnification; (d) all inventory, including (i) all goods which are held for sale or lease by the Debtor or are furnished or to be furnished by the Debtor under contracts of service; (ii) all raw materials, work in process, finished goods, materials and supplies of every kind, used or consumed in connection with the manufacture, packing, shipping, advertising or sale of such goods, and (iii) all proceeds and products from the sale or other disposition of such goods, including all goods returned or repossessed or acquired by the Debtor by way of substitution or replacement, and all additions and accessories thereto and all documents and instruments covering such goods; (e) all of the Debtor's right, title and interest in and to all goods and other property represented by or securing any of the foregoing, including all goods that may be reclaimed or repossessed from or returned by account debtors; (f) all of the Debtor's rights as an unpaid seller, including stoppage in transit, detinue and reclamation; (g) all additional amounts due to the Debtor from any account debtor, irrespective of whether such additional amounts have been specifically assigned to the Secured Party; (h) all guaranties and other agreements and property securing or relating to any of the items referred to above or acquired for the purpose of securing and enforcing any of such items; (i) all books of account and records, ledger sheets, files, documents, customer lists and other documents containing the names, addresses and other information regarding the Debtor's customers, subscribers or those to whom the Debtor provides any services; computer tapes, programs, discs and other material or documents relating to the recording, billing or analyzing of any of the above; all computers, word processors, printers, switches, interfaces,

software, instructional material, and connectors and all parts, accessories, additions, substitutions, or options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items; (j) all policies of insurance on the foregoing property; (k) all rebates received or due from manufacturers and others; (l) all post office boxes, and (m) all proceeds and products of any of the foregoing, in whatever form, including, without limitation, cash, negotiable instruments and other evidences of indebtedness.

All terms used in this financing statement which are defined in Articles 1 and 9 of the Uniform Commercial Code as adopted in the State of Virginia shall have the meanings given therein.

285429

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

**FINANCING STATEMENT**

1. Name & Address of Debtor: HOGENDORP CUSTOM HOMES, INC.
CHARLES D. HOGENDORP, JR.
BETTY J. S. HOGENDORP
P.O. Box 687
Crownsville, MD 21108

2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1919A West Street
Annapolis, MD 21401

RECORD FEE 15.00
POSTAGE .50
#400480 C603 R04 T12:05
01/17/92

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All the fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and components or parts thereof and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the Property (whether or not delivered thereto), and all such as are now or hereafter located in or upon the Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, to the extent now or hereafter existing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the

operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property and other property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

HOGENDORP CUSTOM HOMES, INC.

By: _____ (SEAL)
CHARLES D. HOGENDORP, JR.,
President

_____ (SEAL)
CHARLES D. HOGENDORP, JR.

_____ (SEAL)
BETTY J. S. HOGENDORP

Secured Party:

SEVERN SAVINGS BANK, FSB

By: _____ AGENT (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

hogendor.fs2 s005.178

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot Numbered 3, as shown on a plat entitled "BRISTOL HILLS AT HERALD HARBOR, A Resubdivision of Herald Harbor County Club, formerly Herald Harbor on the Severn, and a Resubdivision of Parcel 'A'", which said plat is recorded among the Land Records of Anne Arundel County in Plat Book 138, page 4.

Exempt from Recordation
Tax Under Article 81-277

BOOK 576 PAGE 297

285430

**FINANCING STATEMENT** FORM UCC-1

Identifying File No._____

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

**SIGNATURES MUST BE IN INK**

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

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

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

1. DEBTOR

Name The Children's Place Retail Stores, Inc.

Address 25 Riverside Drive, Pine Brook, New Jersey 07058-9797

2. SECURED PARTY

Name Morris Dabah, Haim Dabah, Ezra Dabah & Isaac Dabah

Address 1411 Broadway, New York, New York 10018

Assignee: First Fidelity Bank, N.A., New Jersey
550 Broad Street, Newark, NJ 07102

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

3. Maturity date of obligation (if any)_____

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

See attached schedule A

G.L.

**CHECK ☒ THE LINES WHICH APPLY**

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

☐ (If collateral is goods which are or are to become fixtures) The above 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 M Gerber
(Signature of Debtor)

STEVEN M. GERBER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Morris Dabah, Haim Dabah
Ezra Dabah Isaac Dabah
(Signature of Secured Party)

MORRIS DABAH, HAIM DABAH
EZRA DABAH, ISAAC DABAH
Type or Print Above Signature on Above Line

13

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

**SCHEDULE A TO UCC-1 FINANCING STATEMENTS**

Debtor: The Children's Place Retail Stores, Inc.

This Financing Statement covers all of Debtor's Inventory as defined below:

Debtor's Inventory shall have the meaning given to that term in the Uniform Commercial Code, including all of Guarantor's existing, hereafter created or acquired goods, merchandise or other personal property of every nature, kind and description, wherever located (except inventory shipped under or pursuant to or in connection with a letter of credit until Guarantor takes possession thereof) including all raw materials, goods, work in process, finished goods, materials and supplies of any kind used, or to be used in the business of Guarantor, or held by Guarantor for sale or lease or to be furnished under labels or other devises, names or marks affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof, including packaging and shipping materials, returned or reclaimed goods, and all proceeds and products of the above which is, or will be, located at any, or all, of the locations listed on the following pages.

SCHEDULE A, Continued

The principal office of the Debtor is currently at 25 Riverside Drive, Pine Brook, New Jersey 07058-9797.

In addition to the principal office listed above, the Inventory is, or will be, at any, or all, of the following locations:

Annapolis Mall
Annapolis, MD 21401
(Anne Arundel County)

7757 Eastpoint Mall
Northpoint Boulevard & Eastern Avenue
Baltimore, MD 21224
(Baltimore County)

Security Square Shopping Center
6901 Security Boulevard
Room No. 315
Baltimore, MD 21207
(Baltimore County)

Hunt Valley Mall
118 Shawan Road
Cockeysville, MD 21030
(Baltimore County)

Columbia Mall Expansion
Little Patuxent Drive
Columbia, MD 21044
(Howard County)

Lake Forest
701 Russell Avenue
Gaithersburg, MD 20877
(Montgomery County)

Owings Mills Town Center
10300 Mill Run Circle
Suite 1045
Owings Mills, MD 21117
(Baltimore County)

White Marsh Mall
8200 Perry Hall Boulevard
Parkville, MD 21236
(Baltimore County)

St. Charles Town Center
956 Chandler Court
Waldorf, MD 20602
(Charles County)

(#s 44-52)

010292FFB352/14

(2)

Exempt from Recordation
Tax Under Article 81-277

285431

BOOK 576 PAGE 300

**FINANCING STATEMENT** FORM UCC-1

Identifying File No._____

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

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

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

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

1. DEBTOR

Name The Children's Place Retail Stores, Inc.

Address 25 Riverside Drive, Pine Brook, New Jersey 07058-9797

2. SECURED PARTY

Name First Fidelity Bank, N.A., New Jersey

Address 550 Broad Street, Newark, New Jersey 07102

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

3. Maturity date of obligation (if any)_____

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

See attached schedule A

(2)

CHECK ☒ 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 13.00
POSTAGE .50
01/20/92

☐ (If collateral is goods which are or are to become fixtures) The above 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 M. Gerber
(Signature of Debtor)

STEVEN M. GERBER
Type or Print Above Name on Above Line

(Signature of Debtor) (Signature of Secured Party)

Type or Print Above Signature on Above Line Type or Print Above Signature on Above Line

1 of 2

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

**SCHEDULE A TO UCC-1 FINANCING STATEMENTS**

Debtor: The Children's Place Retail Stores, Inc.

This Financing Statement covers all of Debtor's Inventory as defined below:

Debtor's Inventory shall have the meaning given to that term in the Uniform Commercial Code, including all of Guarantor's existing, hereafter created or acquired goods, merchandise or other personal property of every nature, kind and description, wherever located (except inventory shipped under or pursuant to or in connection with a letter of credit until Guarantor takes possession thereof) including all raw materials, goods, work in process, finished goods, materials and supplies of any kind used, or to be used in the business of Guarantor, or held by Guarantor for sale or lease or to be furnished under labels or other devises, names or marks affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof, including packaging and shipping materials, returned or reclaimed goods, and all proceeds and products of the above which is, or will be, located at any, or all, of the locations listed on the following pages.

SCHEDULE A, Continued

The principal office of the Debtor is currently at 25 Riverside Drive, Pine Brook, New Jersey 07058-9797.

In addition to the principal office listed above, the Inventory is, or will be, at any, or all, of the following locations:

Annapolis Mall
Annapolis, MD 21401
(Anne Arundel County)

7757 Eastpoint Mall
Northpoint Boulevard & Eastern Avenue
Baltimore, MD 21224
(Baltimore County)

Security Square Shopping Center
5901 Security Boulevard
Room No. 315
Baltimore, MD 21207
(Baltimore County)

Hunt Valley Mall
118 Shawan Road
Cockeysville, MD 21030
(Baltimore County)

Columbia Mall Expansion
Little Patuxent Drive
Columbia, MD 21044
(Howard County)

Lake Forest
701 Russell Avenue
Gaithersburg, MD 20877
(Montgomery County)

Owings Mills Town Center
10300 Mill Run Circle
Suite 1045
Owings Mills, MD 21117
(Baltimore County)

White Marsh Mall
8200 Perry Hall Boulevard
Parkville, MD 21236
(Baltimore County)

St. Charles Town Center
956 Chandler Court
Waldorf, MD 20602
(Charles County)

(#s 44-52)

010292FFB352/14

BOOK 576 PAGE 303

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 200B
407 Crain Highway
Glen Burnie, MD 21061
#3248

2. Secured Party(ies) and address(es)
P.C. Leasing, a division of
Phoenixcor, Inc.
65 Water Street
South Norwalk, CT 06854
281832

For Filing Officer (Date, Time and Filing Office)
RECORD FEE 10.00
POSTAGE .50
#323420 C489 R02 T10:51
01/20/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 730660 C777 R03 559/537
Anne Arundel - MD
Filed with H.Erle Schafer Circuit Court Date Filed 8/28/90 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.

Assigned to: Chemical Bank, as Trustee of Phoenixcor/LMSI 1989-A Grantor Trust
55 Water St., Room 1820, New York, NY 10041
All Collateral covered under the original financing statement referenced above and all amendments thereto, if any.

1010209-11 BG1543

No. of additional Sheets presented:

P.C. Leasing, a division of Phoenixcor, Inc.

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

By: Jack McCarthy
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 576 PAGE 304

TO BE RECORDED IN:

285432

X Financing (Chattel) Records - Anne Arundel County, Maryland

NOTE: The principal amount of debt secured hereby is $8,150,455.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust and Security Agreement or Indemnity Deed of Trust 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.

41076 pc

(5)-4

## FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR: Stanley S. Halle, 9500 Annapolis Road, Suite A-5, Lanham, Maryland 20706

2. NAME AND ADDRESS OF SECURED PARTY: Sovran Bank/Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817

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

(a) All of the Debtor's right, title and interest to, and as a owner of the following described shares of stock: 50 shares of stock of MH Associates Development Corp., represented by certificate(s) numbered 1, (the "Shares") all which have been made subject to a Stock Pledge Agreement in favor of the Secured Party, and to a Stock Power, and delivered herewith to the Secured Party, along with all income, dividends, revenue, return of capital and all cash and non-cash proceeds of the foregoing.

G.L.

RECORD FEE 11.00
POSTAGE .50
#206000 C263 R01 T11:07
01/20/92
MARY M. ROSE
AA CO. CIRCUIT COURT

DEBTOR:

Stanley S. Halle

SECURED PARTY:

Sovran Bank/Maryland

By: Edmund K. Delany

Name: Edmund K. Delany

Title: Vice President

Filing Officer: After recordation, please return this Financing Statement to:

Patrick F. Greaney, Esq.
Miles & Stockbridge
22 West Jefferson Street
Rockville, Maryland 20850

a:\Sovran-Halle\
a:financin.st4

Mail to Wheeler + Karpeck 11 50

BOOK 576 PAGE 305 285433

Release Order

SFC:mlh 01/16/92 11:55am A:SFC207.28

# FINANCING STATEMENT

|X| To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.

|X| To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.

|_| Not subject to Recordation Tax.

|_| Subject to Recordation Tax on the principal amount of $_____ as may be more fully set forth on Exhibit A, Allocation of Recordation Tax, if any.

|X| Recordation Tax has been paid on the principal amount of $65,000.00 in connection with the filing of a Deed of Trust recorded in the Land Records of Queen Anne's County, Maryland.

RECORD FEE 12.00
POSTAGE .50
#286140 D263 M01 T11:28
01/20/92
MARY E. ROSE
AA CO. CIRCUIT COURT

| DEBTOR: | ADDRESS: |
|---|---|
| RICHARD R. GARTNER, JR. and AMANDA K. GARTNER | RD 2, Box 61A36 Centreville, Maryland 21617 |

| SECURED PARTY: | ADDRESS: |
|---|---|
| FARMERS NATIONAL BANK OF MARYLAND | Five Church Circle Annapolis, Maryland 21401 |

This Financing Statement covers the following property and products thereof, and proceeds of all insurance policies covering all or any part of such property:

12-50

<u>All Equipment</u>. All of the Debtor's equipment 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. At the time of filing this Financing Statement said equipment is located at 900 Ritchie Highway, Suite 103, Severna Park, Maryland 21146.

RRG Borrower's Initials
AKG Borrower's Initials



LAW OFFICES
SNIDER, BUCK & MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

FN001.838

BOOK 576 PAGE 305 285433

Recorder

SFC:mlh 01/16/92 11:55am A:SFC207.28

# FINANCING STATEMENT

|X| To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.

|X| To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.

|_| Not subject to Recordation Tax.

|_| Subject to Recordation Tax on the principal amount of $_____ as may be more fully set forth on Exhibit A, Allocation of Recordation Tax, if any.

|X| Recordation Tax has been paid on the principal amount of $65,000.00 in connection with the filing of a Deed of Trust recorded in the Land Records of Queen Anne's County, Maryland.

RECORDING FEE 12.00
POSTAGE .50
#026140 C263 R01 T11:28
01/20/92
MARY E. ROSE
AA CO. CIRCUIT COURT

| DEBTOR: | ADDRESS: |
|---|---|
| RICHARD R. GARTNER, JR. and AMANDA K. GARTNER | RD 2, Box 61A36 Centreville, Maryland 21617 |

| SECURED PARTY: | ADDRESS: |
|---|---|
| FARMERS NATIONAL BANK OF MARYLAND | Five Church Circle Annapolis, Maryland 21401 |

This Financing Statement covers the following property and products thereof, and proceeds of all insurance policies covering all or any part of such property:

12-50

All Equipment. All of the Debtor's equipment 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. At the time of filing this Financing Statement said equipment is located at 900 Ritchie Highway, Suite 103, Severna Park, Maryland 21146.

RRG Borrower's Initials
AKG Borrower's Initials

LAW OFFICES
SNIDER, BUCK & MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

FN001.838

A:SFC207.28

SFC:mlh 01/16/92 11:53am

DEBTOR:

Richard R Gartner

RICHARD R. GARTNER, JR.

Amanda K Gartner

AMANDA K. GARTNER

Mr. Clerk:

Please return to:

SNIDER, BUCK & MIGDAL
P. O. BOX 2400
ANNAPOLIS, MARYLAND 21404

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

(410) 263-8855

Mail to



RRG Borrower's Initials
AKG Borrower's Initials

BOOK 576 PAGE 307

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 Bld. Ste 200B
407 Crain Hwy
Glen Burnie, MD 21061
#3472

2. Secured Party(ies) and address(es)
P.C. Leasing, a division of
Phoenixcor, Inc.
65 Water Street
South Norwalk, CT 06854

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. BOOK 567 PAGE 88 6351 #F187379 15435BG
Filed with Anne Arundel Cty - MD Date Filed 4/29/91 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. 15435/1010203-10
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: Chemical Bank, as Trustee of
Phoenixcor/LMSI 1989-A Grantor Trust
55 Water Street, Room 1820
New York, NY 10041
All Collateral covered under the original financing statement referenced above
and all amendments thereto, if any.

No. of additional Sheets presented:

P.C. Leasing, a division of Phoenixcor, Inc.

By: Debra Tobin, V.P.
Signature(s) of Secured Party(ies)

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

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

$16.50

CFINSTMT1 New Anne Arundel County

BOOK 576 PAGE 308

# FINANCING STATEMENT

285434

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

[ ] 1. To be recorded in the Land Records.
[X] 2. To be recorded among the Financing Statement Records.
[X] 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):
Roy A. Archambault, P.A.
T/A Feet First

Address(es): 8623
~~8028~~ Ritchie Highway
Pasadena, Maryland 21112

6. Secured Party:
MARYLAND NATIONAL BANK
Attention: LDRU 250603

Address:
100 South Charles Street
Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, 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:

[X] A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for 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: Roy A. Archambault, P.A.
T/A Feet First

By: X _____ (Seal) _____ (Seal)
Roy A. Archambault, President

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

Return To:
LSU Team 2 Mailstop 250625
Maryland National Bank
100 S. Charles Street
Baltimore, MD

11.50

CFINSTMT1 #4169702 Anne Arundel

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# FINANCING STATEMENT

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

285435

[ ] 1. To be recorded in the Land Records.

[X] 2. To be recorded among the Financing Statement Records.

[X] 3. Not subject to Recordation Tax.

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

5. Debtor(s) Name(s):
Drs. Shuman, Seff & Lammlein, P.A.

Address(es):
300 Hospital Drive, Suite 121
Glen Burnie, Maryland 21061

See Attached Schedule A for additional addresses

6. Secured Party:
MARYLAND NATIONAL BANK
Attention: LDRU 250603

Address:
100 S. Charles Street
Baltimore, Maryland 21201

RECORD FEE 11.00
.50
01/20/92
ANNE ARUNDEL CO. CIRCUIT COURT

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, 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:

[X] A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for 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: Drs. Shuman, Seff & Lammlein, P.A.

By: X _____ (Seal) _____ (Seal)
Martin Shuman, President

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

Return To:
LSU Team 2 Mailstop 250625
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

SCHA1
#4169762

# SCHEDULE A

BOOK 576 PAGE 310

This Schedule A is attached to and made a part of a Financing Statement by and between Maryland National Bank and Drs. Shuman, Seff & Lammlein, P.A.

Section 5, Debtor's Adress(es) continued

19 Fontana Lane, Suite 108
Baltimore, Maryland 21237

5601 Loch Raven Blvd,Suite 402 -The Morgan Bldg.
Baltimore, Maryland 21239

3449 Wilkens Avenue, Suite 201
-Baltimore, Maryland 21229

Return To:
LSU Team 2 - Mailstop 250625
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

Drs. Shuman, Seff & Lammlein, P.A.

_____(SEAL)
Martin Shuman, President

_____(SEAL)

_____(SEAL)

_____(SEAL)

To Be Recorded In The Chattel Records Of Anne Arundel And Howard Counties, Maryland, And Among The Land Records Of Howard County, Maryland, And Among The Financing Statement Records Of The Maryland State Department of Assessments And Taxation.

NOT Subject To Recordation Tax. All of the indebtedness secured by this Financing Statement is also secured by Financing Statements previously recorded upon which documentary stamps have been paid, and thus, pursuant to Section 12-101(g)(2) and 12-108(e) of the Tax Property Article of the Annotated Code of Maryland, as amended, this Financing Statement is a supplemental instrument which is exempt from recordation tax.

RECORD FEE 13.00
POSTAGE .50
#323510 C489 R02 T14:50
01/20/92
MARY M. ROSE
AA CO. CIRCUIT COURT

**FINANCING STATEMENT**

1. **DEBTOR:** **POLLUX CORPORATION**
8280 Patuxent Range Road
Jessup, Maryland 20794

2. **SECURED PARTY:** **FIRST AMERICAN BANK, N.A.**
740 15th Street, N.W.
Washington, D.C. 20005
Attention: Robert P. Martins,
Group Vice President

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

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

(i) All of the Debtor's Accounts, Documents, Chattel Paper, Contract Rights, Equipment, Fixtures, General Intangibles, Goods, and Instruments;

(iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as

13 60 50

all rights of any kind of the Debtor to receive payment or credit from any person;

(v) All of the Debtor's inventory, Goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;

(vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;

(vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;

(viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;

(ix) General Intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);

(x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;

(xi) General Intangibles in the form of goodwill; and

(xii) All records relating to or pertaining to any of the above.



50:/11266MD.FS
01/06/92

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

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

5. Some of the above described collateral may be affixed to the real property known as Parcel F-1, Block E, as shown on a Plat entitled "Baltimore-Washington Industrial Park, a Resubdivision of Parcel F-1, Block E," which Plat is recorded among the Land Records of Howard County at Plat No. 4189; such property being all of that property granted and conveyed by Deed dated December 29, 1978 by BWIP, Inc. to Jessup Rouse, Inc. (the present record owner of such property), which Deed is recorded among the Land Records of Howard County, Maryland at Liber 0924, folio 263.

**DEBTOR:**

**POLLUX CORPORATION,**
A Delaware Corporation

By: RN Rounds (SEAL)
R. N. Rounds,
Senior Vice President

Date: January 17, 1992

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

Robert P. Martins, Group Vice President
FIRST AMERICAN BANK, N.A.
740 15th Street, N.W.
Washington, D.C. 20005

50:/11266MD.FS
01/06/92

BOOK 576 PAGE 314 285437

0442.05/FINST.NSL
ckh

Not subject to recordation tax - contract rights only

FINANCING STATEMENT

TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY AND THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

RECORD FEE 13.00
POSTAGE .50
R001480 L803 R04 T14:29
01/20/92

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

1. NAME AND ADDRESS OF DEBTOR: EMO LIMITED
2661 RIVA ROAD SUITE 110
ANNAPOLIS, MD 21401

2. NAME AND ADDRESS OF SECURED PARTY: NATIONAL SURETY LEASING, INC.
8223 Cloverleaf Drive
Suite 104
Millersville, Maryland 21108

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 or any portion of: (i) the Promissory Notes desribed in Exhibit "A" attached hereto (the "Property").

(b) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property.

(c) 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.

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 amendments, additions and accessions to the Property, substitutions therefor, and renewals and replacements thereof.

DEBTOR:

EMO Limited

By: _____
BRIAN T. SPEARS

FILING OFFICER: After recordation, please return this Financing Statement to:

Cynthia K. Hitt, Esquire
Siskind, Burch, Grady and Rosen
Two East Fayette Street
Baltimore, Maryland 21202

0442.05/EXHIBIT.A
TO FINANCING STATEMENT

**EXHIBIT "A"**

**LIST OF PROMISSORY NOTES**

1. Confessed Judgment Promissory Note by Adelphi Subway Limited Partnership to EMO Limited dated June 1, 1991 in the amount of $50,000.00, and the Amendment thereto dated August 1, 1991.

2. Confessed Judgment Promissory Note by Arnold Subway Limited Partnership to EMO Limited dated May 29, 1991 in the amount of $70,000.00.

3. Confessed Judgment Promissory Note by Bay Ridge Subway Limited Partnership to EMO Limited dated June 1, 1991 in the amount of $175,000.00.

4. Confessed Judgment Promissory Note by College Park Subway Limited Partnership to EMO Limited dated June 1, 1991 in the amount of $72,000.00.

5. Confessed Judgment Promissory Note by Glen Burnie Mall Subway Limited Partnership to EMO Limited dated May 29, 1991 in the amount of $80,000.00.

6. Confessed Judgment Promissory Note by Maryland Avenue Subway Limited Partnership to EMO Limited dated June 1, 1991 in the amount of $125,000.00.

7. Confessed Judgment Promissory Note by Riva Subway Limited Partnership to EMO Limited dated June 1, 1991 in the amount of $250,000.00.

8. Confessed Judgment Promissory Note by Riverdale Subway Limited Partnership to EMO Limited dated June 1, 1991 in the amount of $50,000.00.

9. Confessed Judgment Promissory Note by Southgate Subway Limited Partnership to EMO Limited dated August 2, 1991 in the amount of $19,375.00.

10. Confessed Judgment Promissory Note by Staples Corner Subway Limited Partnership to EMO Limited dated May 29, 1991 in the amount of $112,000.00.

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

**PARTIES**

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

ALVA Y. SHEPPARD
330 FORREST BEACH RD
ANNAPOLIS MD 21401 1

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

HOWARD S. JOHNSON
330 FORREST BEACH RD
ANNAPOLIS MD 21401 1a

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

1b

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

CAPITOL HOMES INC.

P.O. BOX 1295
DOVER DE 19903 2

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

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192 2a

**Special Types of Parties** (check if applicable):
☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
☐ Debtor is a Transmitting Utility.
3

**SECURED PARTY SIGNATURE(S)**

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

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

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

CAPITOL HOMES INC.
Diana L Rubenstein, Agent
4

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

BOOK 576 PAGE 317 285438
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. RECORD FEE County. 12.00
☐ Prothonotary of _____ County.
XX real estate records of Anne Arundel
6
7
**Number of Additional Sheets** (if any):
8
**Optional Special Identification** (Max. 10 characters): #040110 C191 R03 T08 50 44 92

**COLLATERAL**

**Identify collateral** by item and/or type:
1992 FLEETWOOD ENTERPRISES WAVERLY CREST
28 X 52 SERIAL# PAFLM22A(B)03036-WC AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITRD TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
THE STATE LAW EQUIVALENT STATUTE.

☐ (check only if desired) Products of the collateral are also covered.
9

**Identify related real estate**, if applicable: The collateral is, or includes (check appropriate box(es))- 01/31/92
a. ☐ crops growing or to be grown on - MARY H. ROSE
b. ☐ goods which are or are to become fixtures on -
c. ☐ minerals or the like (including oil and gas) as extracted on - AA CO. CIRCUIT COURT
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: Lot 5 , Liber FSR 18, Folio ~~232~~ 323
Street Address:
Described at: Book _____ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____
☐ Described on Additional Sheet.
**Name of record owner** (required only if no Debtor has an interest of record):
10

**DEBTOR SIGNATURE(S)**

**Debtor Signature(s):**
1 ALVA Y. SHEPPARD Alva Y Sheppard-Johnson
1a HOWARD S. JOHNSON Howard S Johnson
11
1b

**RETURN RECEIPT TO:**
GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

12

STANDARD FORM - FORM UCC-1 (7-89)
Approved by Secretary of Commonwealth of Pennsylvania

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

STATE OF MARYLAND BOOK 576 PAGE 318

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 8 2 7 4 7

RECORDED IN LIBER 482 FOLIO 454 ON 02/22/85 (DATE)

1. DEBTOR

Name: Morgan Wienhold, Inc.

Address: 8201 Ritchie Highway, Pasadena, MD 21122

RECORD FEE 10.00
POSTAGE .50
M323960 C489 R02 T08:44
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name: CHIEF AUTOMOTIVE SYSTEMS, INC.

Address: 1924 EAST FOURTH STREET, GRAND ISLAND, NE 68801

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

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

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

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

TERMINATION

Dated DECEMBER 13, 1991

CHIEF AUTOMOTIVE SYSTEMS, INC.
(Signature of Secured Party)
B. Rose, Credit Manager
Type or Print Above Name on Above Line
BARRY ROSE, CREDIT MANAGER

10.00
50

STATE OF MARYLAND BOOK 576 PAGE 319

# FINANCING STATEMENT FORM UCC-1

Identifying File No. 285439

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

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

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

This financing statement Dated December 19,1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Earl A. Tassa & Barbara A. Tassa

Address 58 Edwards Lane Lothian , Md. 20711

RECORD FEE 12.00
POSTAGE .50
M93970 C489 R02 T08:45
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name First Manufactured Housing Credit Corp.

Address P.O. 190 Glen Burnie , Md. 20061

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

3. Maturity date of obligation (if any)

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

1976 Cameron mobile home serial # 434J
MOBILE HOME ( INCLUDING ALL HOUSEHOLD GOODS)
SIZE 12 X 65

Name and address of Assignee
FIRST MANUFACTUED HOSING CREDIT CORP
P.O. BOX 190
GLEN BURNIE, MD 21060

**CHECK ☒ THE LINES WHICH APPLY**

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

☐ (If collateral is goods which are or are to become fixtures) The above 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 Earl A. Tassa
(Signature of Debtor)

Earl A. Tassa
Type or Print Above Name on Above Line

x Barbara A Tassa
(Signature of Debtor)

Barbara A. Tassa
Type or Print Above Signature on Above Line

Wanda Kemille
(Signature of Secured Party)

FIRST MANUFACTURED HOUSING CREDIT CORP.
Type or Print Above Signature on Above Line

Rec 32

285440

BOOK 576 PAGE 320

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)

01457 ZALES
MARLEY STATION
7900 RITCHIE HWY
GLEN BURNIE,MD 21061

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

INTERCHRON LTD
904 3RD. AVE.
NEW HYDE PARK
N.Y. 11040

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

RECORD FEE 11.00
POSTAGE .50
#323980 C489 R02 T08:46
01/21/92
MARY M. ROSE
CLERK OF CIRCUIT COURT

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

14 Karat Gold Watches - Provided On Consignment

"No recordation tax is necessary"

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

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

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

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

Filed with:

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

Bruce Hammer - Vice President

11.00

By: _____ Signature(s) of Debtor(s) _____ Title

BETTINA S. SOLOMON
ASSISTANT SECRETARY

By: Bruce Hammer Signature(s) of Secured Party(ies) VP Title

(1) Filing Officer Copy-Alphabetical

**STANDARD FORM - FORM UCC-1.**

(For Use In Most States)

285441

BOOK 576 PAGE 321

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)

00174 ZALES
461 GLEN BURNIE MALL

GLEN BURNIE,MD 21061-2370

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

INTERCHRON LTD
904 3RD. AVE.
NEW HYDE PARK
N.Y. 11040

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

RECORD FEE 11.00
POSTAGE .50
#323990 C489 R02 T08:47
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

14 Karat Gold Watches - Provided On Consignment

"No recordation tax is necessary"

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

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

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

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

Filed with:

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

Bruce Hammer - Vice President

By: BETTINA S. SOLOMON ASSISTANT SECRETARY
Signature(s) of Debtor(s) — Title

By: Bruce Hammer V.P.
Signature(s) of Secured Party(ies) — Title

(1) Filing Officer Copy-Alphabetical

**STANDARD FORM - FORM UCC-1.** (For Use In Most States)

285442

BOOK 576 PAGE 322

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)

01178 ZALES
118 ANNAPOLIS MALL

ANNAPOLIS,MD 21401-3024

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

INTERCHRON LTD
904 3RD. AVE.
NEW HYDE PARK
N.Y. 11040

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

RECORD FEE . 11.00
POSTAGE .50
M324000 C489 R02 T08:47
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

14 Karat Gold Watches - Provided On Consignment

"No recordation tax is necessary"

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

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

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

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

Filed with:

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

Bruce Hammer - Vice President

11.00

By: [signature] Signature(s) of Debtor(s) — Title: DEMINA S. SOLOMON ASSISTANT SECRETARY

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

(1) Filing Officer Copy-Alphabetical

**STANDARD FORM - FORM UCC-1.** (For Use In Most States)

**PARTIES**

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

The Eye Concept Inc.
Marley Station Mall/#E143
Glen Burnie, MD 21061 1

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

1a

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

1b

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

MAIL TO TRIUMPHE FINANCIAL CORPORATION
Plymouth Commons, Suite 126
Plymouth Meeting, PA 19462 2

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

BANK LEUMI
1511 WALNUT STREET
PHILADELPHIA, PA 19102 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).

11 00
38 50

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

TRIUMPHE FINANCIAL CORPORATION

4

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

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

BOOK 576 PAGE 323

285443

RECORD FEE 11.00
RECORD TAX 38.50
POSTAGE .50
#324130 C489 R02 T09:11
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT
G.L.

5

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

☐ Secretary of the Commonwealth.
☒ Prothonotary of ~~Arundel~~ Anne Arundel County.
☐ real estate records of _____ County.

6

**Number of Additional Sheets** (if any): 7

**Optional Special Identification** (Max. 10 characters): 8

**COLLATERAL**

**Identify collateral** by item and/or type:

See Attached Equipment Schedule A for Complete Description of Optical Equipment.

The equipment above or made part hereof together with lease dated 1/1/92 and proceeds thereof, including without limitation the proceeds of any casualty insurance policy insuring said property

Recordation Tax paid $37.80
Valueof Equipment $5,400.00

☐ (check only if desired) Products of the collateral are also covered. 9

**Identify related real estate,** if applicable: The collateral is, or includes (check appropriate box(es)) —

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

the following real estate:

**Street Address:**

**Described at:** Book _____ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) _____,
for _____ County. Uniform Parcel Identifier _____.

☐ Described on Additional Sheet.

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

10

**DEBTOR SIGNATURE(S)**

Debtor Signature(s):

1 Gordon Creamer/Pres.

1a

1b 11

RETURN RECEIPT TO:

TRIUMPHE FINANCIAL CORPORATION
Plymouth Commons, Suite 126
Plymouth Meeting, PA 19462

12

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

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

BOOK 576 PAGE 324

triumphe

Triumphe Financial Corporation
Plymouth Commons, Suite 126 • Plymouth Meeting, Pennsylvania 19462
215-834-0800
Fax 215-834-1058

| LESSEE (Name, Address) | SELLER (Name, Address) |
|---|---|
| The Eye Concept Inc.<br>Marley Station Mall/#E143<br>Glen Burnie, MD 21061 | Walman Optical Co.<br>6304 Blair Hill Lane<br>Baltimore, MD 21209 |
| PHONE 301-931-9322 CONTACT Gordon Creamer | PHONE 301-828-7424 CONTACT: Ray Spencer |

Date of Lease 1/1/92 Cost $10,868.00

EQUIPMENT SCHEDULE A

1 - Reichert Slit Lamp
1 - Topcon ACP6S Projector
1 - 20 x 20 Screen
1 - Mirror System
1 - Trial Frame
1 - Welch Allyn Streak Retinoscope & Handle
1 - Welch Allyn Opthalmoscope & Handle
1 - Welch Allyn Transilluminator & Handle
1 - Nikon Tonometer
1 - Topcon CL-1500 Auto Lensmeter

The Eye Concept Inc.

By: _____
Gordon Creamer/Pres.

BOOK 576 PAGE 325

285444

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

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

Kenneth Allen Good
508 Dogwood Road
Glen Burnie, Maryland 21061

2 Secured Party(ies) and Address(es)

Ryder Truck Rental,Inc.
920 S. Brunswick Street
Baltimore, Maryland 21223

3 Maturity date (if any):

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

RECORD FEE 11.00
POSTAGE .50
#324150 C489 R02 T09:12
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

Morgan 24' Van Body - Serial #: VG6M114B6HB083543

Waltco Liftgate - #2500

"Document not subject to Recordation Tax-Security Agreement executed by Debtor"

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

Associates Commercial Corp.
1801 McCormick Drive
Suite 200
Landover, Maryland 20785

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

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

Filed with: AA 1374912

Kenneth Allen Good

By: _____
Signature(s) of Debtor(s)

Ryder Truck Rental,Inc.

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

603469 Rev. 12-80

FILING OFFICER COPY - ALPHABETICAL

11 00 22

STATE OF MARYLAND

BOOK 576 PAGE 326

285445

# 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 Robert K. Jones

Address 7722 Leaside Ct Hanover Maryland 21076

2. SECURED PARTY

Name N.J. Richardson & Sons Inc

Address 6410 Windsor Mill Rd Baltimore Maryland 21207

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

3. Maturity date of obligation (if any) _____

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

Kubota B7100HSD Tractor S/N: 63430
Kubota RC60-71B Mower S/N: 30328
Land Pride RB0560 Blade NSN

Name and address of Assignee
KUBOTA CREDIT CORPORATION, U.S.A.
1025 Northbrook Parkway
Suwanee, Georgia 30174

54900-736152

**CHECK ☒ THE LINES WHICH APPLY**

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

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

RECORD FEE 11.00
POSTAGE .50
#324160 C489 R02 T09:13
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Robert K. Jones
(Signature of Debtor)

Robert K. Jones
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

N. J. RICHARDSON & SONS, INC.
N J Richardson Jr V.P
(Signature of Secured Party)

N. J. RICHARDSON, JR. V.P.
Type or Print Above Signature on Above Line

11 50

A.A.Co.

BOOK 576 PAGE 327

# MARYLAND FINANCING STATEMENT TERMINATION

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

Roll No. 518 Page No. 217

Identification No. 269905 Dated 9-29-87

1. Debtor(s) { Pasadena Furniture & Appliance, Inc.
Name or Names — Print or Type
8213 Cloverleaf Drive Millersville, Maryland 21108
Address — Street No., City - County State Zip Code

2. Secured Party { Kittinger/ Pennsylvania House Furniture Group t/d/b/a/ Pennsylvania House Furniture
Name or Names—Print or Type
137 North 10th Street Lewisburg, Pennsylvania 17837
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

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

RECORD FEE 10.00
POSTAGE .50
#324170 C489 R02 T09:15
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated: 12/10/91

Kittinger / Pennsylvania House Furniture Group t/d/b/a/ Pennsylvania House Furniture
(Name of Secured Party)

Joseph F Reidy
(Signature of Secured Party)

JOSEPH F REIDY
Type or Print (Include Title if Company)

Director Credit

10.50

BS-1216D-8406

576 PAGE 328

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

**PARTIES**

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

ERNARD O. BROOKS PG
'S MHP LOT 42
THIAN MD 20711 1

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

TRISA A. WINDSOR
WAYSON'S MHP LOT 42
LOTHIAN MD 20711 1a

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

1b

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

CCENT MOBILE HOMES

7401 MOORE ROAD
BRANDYWINE MD 20613 2

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

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192 2a

**Special Types of Parties** (check if applicable):
☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
☐ Debtor is a Transmitting Utility.
3

**SECURED PARTY SIGNATURE(S)**

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

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

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

ACCENT MOBILE HOMES
Diane L. Rubenstein, Agent
4

**Filing No.** (stamped by filing officer): 285446

**Date, Time, Filing Office** (stamped by filing officer):
RECORD FEE 12.00
POSTAGE .50
#324840 C489 R02 T10:17
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT
5

This **Financing Statement** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
☐ Secretary of the Commonwealth.
☐ Prothonotary of _____ County.
☐ real estate records of _____ County.
6

**Number of Additional Sheets** (if any): 7

**Optional Special Identification** (Max. 10 characters): 8

**COLLATERAL**

**Identify collateral** by item and/or type:
1981 SCHULT HOMES CORPORATION SHADOW
14 X 60 SERIAL# 1X8329 601434 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITRD TO THOSE ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR THE STATE LAW EQUIVALENT STATUTE.
☐ (check only if desired) Products of the collateral are also covered. 9

**Identify related real estate**, if applicable: The collateral is, or includes (check appropriate box(es))-
a. ☐ crops growing or to be grown on -
b. ☐ goods which are or are to become fixtures on -
c. ☐ minerals or the like (including oil and gas) as extracted on -
d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:
Street Address:
Described at: Book _____ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____
☐ Described on Additional Sheet.
**Name of record owner** (required only if no Debtor has an interest of record):
10

**DEBTOR SIGNATURE(S)**

**Debtor Signature(s):**
1 BERNARD O. BROOKS X Bernard O Brooks
1a TRISA A. WINDSOR X Trisa Windsor
1b 11

**RETURN RECEIPT TO:**

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

12

STANDARD FORM - FORM UCC-1 (7-89)
Approved by Secretary of Commonwealth of Pennsylvania

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



12.00
.50

A.1

BOOK 576 PAGE 329

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

Roll No. 534 Page No. 61

Identification No. 275202 Dated 11/2/88

1. Debtor(s)
   TDK Electronics Corp.
   Name or Names—Print or Type
   309 Woodshadow Court Millersville MD 21108
   Address—Street No., City - County State Zip Code

2. Secured Party
   Harbor Leasing Associates II
   Name or Names—Print or Type
   701 Cathedral Street Baltimore, MD. 21201
   Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECORD FEE 10.00
POSTAGE .50
#324860 C489 R02 T10:18
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated: November 7, 1991

Harbor Leasing Associates II
Name of Secured Party

Signature of Secured Party
Mark W. Caplan, Partner
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10.50

RA 12.00

☐ TO BE
☒ NOT TO BE
} RECORDED IN LAND RECORDS
BOOK 576 PAGE 330

☐ SUBJECT TO
☒ NOT SUBJECT TO
} RECORDING TAX ON PRINCIPAL AMOUNT OF $ _____

91-042

# FINANCING STATEMENT

285447

1. Debtor (s):

Bartch Enterprises t/a Gourmet Pizza
Name or Names - Print or Type

8531 Fort Smallwood Drive | Pasadena, MD 21226
Address - Street No., City - County | State | Zip Code

Name or Names - Print or Type

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

2. Secured Party:

HARBOR LEASING ASSOC. II.
Name or Names - Print or Type

701 Cathedral Street, | Baltimore, | Maryland | 21201
Address - Street No., City - County | State | Zip Code

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

MANITOWOC ICE MACHINE

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

RECORD FEE 12.00
POSTAGE .50
#324850 C489 R02 T10:17
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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):

Robert F Bartch
(Signature of Debtor)

Robert Bartch
Type or Print Name and Title

(Signature of Debtor)

Type or Print Name and Title

SECURED PARTY:

Harbor Leasing Associates II
(Company, if applicable)

(Signature of Secured Party)

Mark M. Caplan, Partner
Type or Print (Include title if Company)

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

Name and Address HARBOR LEASING ASSOC. II, 701 Cathedral Street, Baltimore, Maryland 21201

12.50

Anne Arundel Co.
11641 — 10.00

BOOK 576 PAGE 331

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 280249

RECORDED IN LIBER 553 FOLIO 167 ON 7/14/90 (DATE)

1. DEBTOR

Name Southward Corp. dba Party Perfect

Address 1977 West St., annapolis, Md. 21401

2. SECURED PARTY

Name AEL Leasing Co., Inc.

Address P.O. Box 13428, Reading,Pa. 19612-3428

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

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

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

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

RECORD FEE 10.00
POSTAGE .50
#324870 C489 R02 T10:18
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

AEL LEASING CO., INC.

Dated 1/6/92

Lillian Kline O.S.
(Signature of Secured Party)

Lillian Kline O.S.
Type or Print Above Name on Above Line

10.00
32

285448

BOOK 576 PAGE 332

**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 June 20, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name International Motors of Annapolis, Ltd.

Address 211 West Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Saab Cars USA, Inc.

Address PO Box 697, Saab Drive, Orange, Connecticut 06477

Attention: Celeste Boisclair, Credit Manager

Person And Address To Whom Statement Is To Be Returned 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 Saab Cars, Parts and Accessories sold by Saab to Dealer, Whether now held by Dealer or hereafter acquired, wherever located, all Saab tools, equipment, jigs, fixtures and signs sourced from Saab and all substitutions, renewals, accretions, additions and accumulations of and to the foregoing together with all proceeds from the sale of any and all of the aforesaid items.

**CHECK ☒ THE LINES WHICH APPLY**

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

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

RECORD FEE 11.00
POSTAGE .50
#324900 C489 R02 T10:20
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

☒ (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) | (Signature of Secured Party)

Type or Print Above Signature on Above Line | Type or Print Above Signature on Above Line

11.00
52

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

BOOK 576 PAGE 333

1814 REG 20 DIST 25
INTERNATIONAL MOTORS
OF ANNAPOLIS LTD
211 WEST STREET
ANNAPOLIS, MARYLAND 21401

Anne Arundel

SAAB

## Security Agreement

WHEREAS International Motors of Annapolis, Ltd. ("Dealer") has entered into a Dealer Sales and Service Agreement with Saab Cars USA, Inc. (formerly Saab-Scania of America, Inc. and hereinafter "Saab"), whereby Dealer has the right to buy Saab motor vehicles, parts and accessories from Saab for resale at retail; and

WHEREAS, Saab is not willing to sell Dealer such products on open account without securing a security interest in constituting a lien on certain collateral of the Dealer;

NOW THEREFORE, in consideration of the foregoing and the future sale of goods to Dealer by Saab and as security for the full payment of all sums from time to time owed by Dealer to Saab whether under the Dealer Sales and Service Agreement or otherwise and whether such sums are now or hereafter become due and owing, Dealer hereby grants Saab a security interest in the following collateral.

"All Saab Cars, Parts and Accessories sold by Saab to Dealer, whether now held by Dealer or hereafter acquired, wherever located, all Saab tools, equipment, jigs, fixtures and signs sourced from Saab and all substitutions, renewals, accretions, additions and accumulations of and to the foregoing together with all proceeds from the sale of any and all of the aforesaid items."

Dealer agrees that Saab may file UCC-1 financing statements in the municipality, County and/or State where Dealer has its principal offices or otherwise as shall be required by applicable law in order to perfect such security interest, and Saab is hereby authorized to execute such UCC-1 financing statements on Dealer's behalf as Dealer's attorney-in-fact. Saab will deliver to Dealer copies of any such UCC-1 financing statement as may be filed by Saab.

Saab agrees that the lien created by this Security Agreement shall be subject and subordinate to all prior perfected liens and encumbrances. In addition, Saab agrees to subordinate this lien to subsequent liens perfected by recognized Financial Institutions reasonably acceptable to Saab which grant Dealer floor plan financing for the purchase of new and used Saab cars and/or make loans and advances to Dealer for working capital purposes.

Dealer shall execute and deliver to Saab, and Saab shall execute and deliver to Dealer such other documents and instruments as shall reasonably be requested by Saab for purposes of perfecting the security interest granted hereunder or by Dealer for purposes of subordinating the security interest granted hereunder. Upon a default by Dealer in the payment of any indebtedness secured by such security interest, Saab shall have all rights of a secured party under the Uniform Commercial Code.

This Security Agreement shall be governed by the laws of the State of Maryland.

Dated this 3 date of April, 1991.

International Motors of Annapolis, Ltd.
Dealer

Olaf Tom Felde

SAAB CARS USA, INC.

By: [signature]
Its ~~Vice~~ President
Kenneth T. Nlann

Saab Cars USA, Inc.
Saab Drive, P.O. Box 697
Orange, CT 06477

Telephone
203 795-5671

Telex
671 8397

Facsimile
203 795-4451

STATE OF MARYLAND T48 78327 17.00 + 49.00

# FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 6,995.00

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

RECORDATION TAX ($49.00) PAID TO ANNE ARUNDEL COUNTY.

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

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285449

1. DEBTOR

Name CHARLES H. TOMPKINS COMPANY

Address 314 BRAEBURN GLEN COURT
MILLERSVILLE, MD 21108

2. SECURED PARTY

Name ORIX CREDIT ALLIANCE, INC.

Address 9400 SW BARNES RD. #200
PORTLAND, OR 97225-6655

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

3. Maturity date of obligation (if any) _____

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

ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT.

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)

RECORD FEE 17.00
RECORD TAX 49.00
POSTAGE .50
#325100 C489 R02 T10:50
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

G.L.

SEE ATTACHED
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

X _____
(Signature of Secured Party)
ORIX CREDIT ALLIANCE, INC.
Type or Print Above Signature on Above Line

17.00
49.00
.50

BOOK 576 PAGE 335

ORIX 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

(the "Lessor")

LOG NUMBER 11-1105 1

LEASE NUMBER T-48-78327

**FULL LEGAL NAME AND ADDRESS OF "LESSEE"**

CHARLES H. TOMPKINS COMPANY
~~1335 H STREET, N.W.~~ See Addendum
~~WASHINGTON DC 20005~~

**SUPPLIER OF EQUIPMENT (Complete Address)**

JASONS MUSIC CENTER
8230 RITCHIE HIGHWAY
PAGADENA MD 21122

RECEIVED DEC 16 1991

NAME AND TITLE OF PERSON TO CONTACT: MICHAEL STONE, VICE-PRESIDENT

**EQUIPMENT LEASED**

| QUANTITY | DESCRIPTION: MODEL NO., CATALOG NO., OR OTHER IDENTIFICATION | | |
|---|---|---|---|
| 1 | YAMAHA DISKLAVIER PIANO | MX100B | SN# 4935224 |
| 1 | W/ BENCH | | SN# N/A |

LOCATION OF EQUIPMENT (IF DIFFERENT THAN LESSEE'S ADDRESS ABOVE): STREET ADDRESS, CITY, COUNTY, STATE, ZIP

SAME WASHINGTON

| 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 |
| 182.00 | 60 | 10920.00 | 60 | ---------- | ---------- |
| (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 $50.00 upon its accceptance 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

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: 12-16-91

LESSOR: ORIX Leasing Service, A Division of ORIX Credit Alliance, Inc.

BY: [signature] FUNDING OFFICER VICE PRESIDENT

LESSEE (FULL LEGAL NAME): CHARLES H. TOMPKINS COMPANY
~~1335 H STREET, N.W.~~ SEE ADDENDUM
~~WASHINGTON DC 20005~~

DATE EXECUTED BY LESSEE: 12/11/91

BY: [signature] AUTHORIZED SIGNATURE — MICHAEL STONE — TITLE: V.P. VICE-PRESIDENT

BY: _____ 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

address set forth herein for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. At all times hereunder, Lessee shall have the right to prepay its obligations hereunder in full and acquire Lessor's interest in the equipment upon at least 30 days prior written notice to Lessor specifying the proposed date of prepayment on which date the Prepayment Amount will be paid. The Prepayment Amount shall be the sum of the following as of the date specified in the notice: (i) all amounts then due and payable by Lessee to Lessor under this lease, (ii) ~~an amount equal to twenty percent (20%) of the Actual Cost of the equipment~~ (iii) the unpaid balance of the Total Rent for the term of this lease discounted to its then Present Value (defined below), (iv) any ITC indemnification (as defined below) attributable to the equipment and (v) late charges on any and all amounts from the date such amount was to have been paid to the date Lessor receives the payment. Upon Lessor's receipt of the Prepayment Amount, Lessee shall be entitled to whatever interest Lessor may then have in the equipment in its then condition and location, without warranty, express or implied. The parties hereto agree that the sum of the amounts provided in (ii), (iii) and (iv) above equals the Fair Value of the equipment as at the date utilized for the purposes of said calculation. "Present Value", as used herein, means the present (at the date used in the computation) worth of the series of rent payments then due in the future (e.g., 24 monthly installments of rent at $100 each would have a Present Value of $2124.34 using a discount rate of 12%). For purposes of discounting any rent under this lease to its Present Value (for the purpose of this paragraph and any other provision referring hereto) the rate to be used for such discounting purpose shall be the rate announced by 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 whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall (a) replace same with like equipment in good repair, or (b) pay Lessor in cash the then Fair Value of the equipment. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, express or implied.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all 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, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of the then Fair Value of the equipment and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment; or (ii) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment); or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the then Fair Value of the equipment). Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum); (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder plus said reasonable attorneys' fees; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof be mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof be mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Lessor, being a lessor of equipment and in light of Lessee's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but may sell its interest therein on an "as-is", "where-is" basis. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE, LESSOR OR ANY PERSON CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH OR UNDER THEM.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one Lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. **As part of the consideration for each of the parties to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each such party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or its last known address by certified mail, within three days of such service having been effected. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor's principal place of business is located) for all actions, proceedings, claims, counterclaims or crossclaims arising directly or indirectly in connection with, out of, or related to this Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they or any of them may have to transfer or change the venue of any litigation brought in accordance herewith.** If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provisions hereof in one instance shall not constitute a waiver as to any other instance.

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# LEASE ADDENDUM

**Leasing Service** A Division of ORIX Credit Alliance, Inc.
9400 S.W. Barnes Road Suite 200 Portland, Oregon 97225-6655

**LEASE ADDENDUM INSTRUCTIONS**
IN THE EVENT THERE ARE CHANGES WHICH WOULD REQUIRE THE DOCUMENTS TO BE ALTERED, WE HAVE, FOR YOUR CONVENIENCE, ATTACHED A BLANK LEASE ADDENDUM FOR THIS PURPOSE. SHOULD YOU WISH ASSISTANCE IN COMPLETING THIS ADDENDUM, PLEASE CALL US AT 1-800-289-0001, EXTENSION 352.

It is agreed between ORIX Credit Alliance, Inc. ("Lessor") and Charles H. Thompkins Company

_____ ("Lessee")

that the Lease Agreement dated 12/11/91 is modified as follows:

_____ A) The amount of each rent payment is $_____ plus tax, if applicable

_____ B) Number of rent payments and months in the initial term of lease is _____

_____ C) Total rent is $_____ plus tax, if applicable

_____ D) Advance rent is $_____ exclusive of sales tax

_____ E) The following equipment is added to the schedule of equipment:

_____ F) The following equipment is deleted from the schedule of equipment:

✓ G) The equipment and billing address is changing to 314 Braeburn Glen Court, Millersville, MD. 21108.

All other provisions, conditions and payment terms of the Lease Agreement remain unaltered.

LESSEE: Michael Stone [illegible] V.P. DATE 12/11/91

LESSOR: ORIX CREDIT ALLIANCE, INC.

BY: RBarmon FUNDING OFFICER DATE 12-16-91

1053 (8/90)

STATE OF MARYLAND C48 15541-0 14.00 + 56.00

# FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $7,656.17

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

RECORDATION TAX ($56.00) PAID TO ANNE ARUNDEL COUNTY.

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

BOOK 576 PAGE 338 285450

1. DEBTOR

Name: CUNNINGHAM, LINDSEY C. IND.
DBA ARNOLD SUNOCO FOOD MART

Address: 1506 RITCHIE HWY.
ARNOLD, MD 21012

2. SECURED PARTY

Name: ORIX CREDIT ALLIANCE, INC.

Address: 9400 SW BARNES RD. #200
PORTLAND, OR 97225-6655

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

3. Maturity date of obligation (if any) _____

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

ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT.

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)

RECORD FEE 14.00
RECORD TAX 56.00
POSTAGE .50
M325110 C489 R02 T10:51
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

G.L

SEE ATTACHED
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

X (Signature of Secured Party)

ORIX CREDIT ALLIANCE, INC.
Type or Print Above Signature on Above Line

14.00
14.00
56.50

BOOK 576 PAGE 339

ORIX 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

(the "Lessor")

LOG NUMBER 11-71

LEASE NUMBER C48-15541-0

**FULL LEGAL NAME AND ADDRESS OF "LESSEE"**
LINDSEY C. CUNNINGHAM, INDIVIDUALLY DBA
ARNOLD SUNOCO FOOD MART
1506 RITCHIE HWY.
ARNOLD, MD 21012

**SUPPLIER OF EQUIPMENT (Complete Address)**
SYSTEMS INSTALLATION &SERVICE, INC.
7008 VIRGINIA MANOR ROAD
BELTSVILLE, MD 20705

RECEIVED DEC 20 1991

NAME AND TITLE OF PERSON TO CONTACT: LINDSEY C. CUNNINGHAM, IND./OWNER

**EQUIPMENT LEASED**

| QUANTITY | DESCRIPTION: MODEL NO., CATALOG NO., OR OTHER IDENTIFICATION |
|---|---|
| 4 | PANASONIC WV-80 VIDICON CAMERA W/LENS |
| 1 | PANASONIC WV-BL90 CHIP CAMERA W/AUTO IRIS LENS |
| 1 | PANASONIC TR-930B 9" MONITOR |
| 1 | PANASONIC WV-BM90 9inch MONITOR WITH SEQUENTIAL SWITCHER |
| 1 | PANASONIC AG-6024 TIME LAPSE RECORDER |

LOCATION OF EQUIPMENT (IF DIFFERENT THAN LESSEE'S ADDRESS ABOVE): STREET ADDRESS, CITY, COUNTY, STATE, ZIP

| 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 |
| 187.00 | 60 | 11,220.00 | 60 | 187.00 | ---------- |
| (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.

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 intial 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

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: PORLTAND, OREGON

DATE: 12-23-91

LESSOR: ORIX Leasing Service, A Division of ORIX Credit Alliance, Inc.

BY: [signature] VICE PRESIDENT

FUNDING OFFICER

LESSEE (FULL LEGAL NAME): ARNOLD SUNOCO FOOD MART

DATE EXECUTED BY LESSEE: 12-18-91

BY: [signature] AUTHORIZED SIGNATURE — TITLE: LINDSEY C. CUNNINGHAM, IND./OWNER

BY: _____ 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)

LEASING COMPANY ORIGINAL

address set forth herein for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1/15 of the of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated to apply any advance rent toward curing any default of Lessee hereunder in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. At all times hereunder, Lessee shall have the right to prepay its obligations hereunder in full and acquire Lessor's interest in the equipment upon at least 30 days prior written notice to Lessor, specifying the proposed date of prepayment on which date the Prepayment Amount will be paid. The Prepayment Amount shall be the sum of the following as of the date specified in the notice: (i) all amounts then due and payable by Lessee to Lessor under this lease, (ii) an amount equal to twenty percent (20%) of the Actual Cost of the equipment, (iii) the unpaid balance of the Total Rent for the term of this lease, discounted to its then Present Value (defined below), (iv) any ITC indemnification (as defined below) attributable to the equipment and (v) late charges on any and all amounts from the date such amount was to have been paid to the date Lessor receives the payment. Upon Lessor's receipt of the Prepayment Amount, Lessee shall be entitled to whatever interest Lessor may then have in the equipment in its then condition and location, without warranty, express or implied. The parties hereto agree that the sum of the amounts provided in (ii), (iii) and (iv) above equals the Fair Value of the equipment as at the date utilized for the purposes of said calculation. "Present Value", as used herein, means the present (at the date used in the computation) worth of the series of rent payments then due in the future (e.g., 24 monthly installments of rent at $100 each would have a Present Value of $2124.34 using a discount rate of 12%). For purposes of discounting any rent under this lease to its Present Value (for the purpose of this paragraph and any other provision referring hereto) the rate to be used for such discounting purpose shall be the rate announced by 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 whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair, or (b) pay Lessor in cash the then Fair Value of the equipment. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, express or implied.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all 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, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option, (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of the then Fair Value of the equipment and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment; or (ii) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment); or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the then Fair Value of the equipment). Lessee remains unconditionally liable for any deficiency under (ii) and (iii) above plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum); (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder plus said reasonable attorneys' fees; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof be mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof be mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Lessor, being a lessor of equipment and in light of Lessee's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but may sell its interest therein on an "as-is" "where-is" basis. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE, LESSOR OR ANY PERSON CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH OR UNDER THEM.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may thereafter be specified by like notice by either party to the other. If more than one Lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. **As part of the consideration for each of the parties to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each such party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or its last known address by certified mail, within three days of such service having been effected. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor's principal place of business is located) for all actions, proceedings, claims, counterclaims or crossclaims arising directly or indirectly in connection with, out of, or related to this Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they or any of them may have to transfer or change the venue of any litigation brought in accordance herewith.** If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provisions hereof in one instance shall not constitute a waiver as to any other instance.

FILED WITH: CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
POST OFFICE BOX 71
ANNAPOLIS, MARYLAND 21404

285451

BOOK 576 PAGE 341

PREPARED BY: CITIZENS BANK
P O BOX 1900
ELIZABETHTON, TN 37643

**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 $ 143,127.50

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

This financing statement Dated December 17, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STANLEY ENGINEERING COMPANY, INC.

Address 180 PENROD COURT, BLDG F GLEN BURNIE, MD 21061

2. SECURED PARTY

Name CITIZENS BANK

Address P O BOX 1900, BROAD STREET & LYNN AVENUE, ELIZABETHTON, TN 37643

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

3. Maturity date of obligation (if any) NO MATURITY

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

SEE EXHIBIT A ATTACHED HERETO, AND INCORPORATED HEREIN BY REFERENCE

**CHECK ☒ THE LINES WHICH APPLY**

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

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

RECORD FEE 11.00
RECORD TAX 1004.50
POSTAGE .50
#325170 C489 R02 T10:56
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

STANLEY ENGINEERING COMPANY, INC.

Pres.

(Signature of Debtor)

KENNETH STANLEY, PRESIDENT

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CITIZENS BANK

Regina Gouge L.O.

(Signature of Secured Party)

REGINA GOUGE, LOAN OFFICER

Type or Print Above Name on Above Line

11.00
1004.50
.50

EXHIBIT "A"

STANLEY ENGINEERING COMPANY, INC.
KENNETH R. STANLEY

1. One Matsuura RAI Twin Pallet Machining Center with Yasnc Mx-3 Control & 10,000 RPM Spindle Serial #910409246.

2. One (1) 320 meters of extended memory

3. One (1) Solid tapping option including:

   A. G 25 program copy
   B. Helical interpolation
   C. Hole pattern cycle
   D. Scaling function
   E. G12/13 Cicle Cutting

4. One Chip Conveyor (for RA-I)

5. One Air Header Assembly

6. One DC Controller

7. 10 ~~One~~ KRS Chick Qwik Change Machine Jaws Vises

8. 10 ~~One~~ KRS Chick Qwik-Lok Modular Vices

Stanley Engineering Company, Inc.

Kenneth R. Stanley

By: Kenneth R. Stanley Pres.
Kenneth R. Stanley, President

STATE OF MARYLAND

# FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

BOOK 576 PAGE 343

285452

1. DEBTOR

Name The J.E. Smith Company of Baltimore City

Address PO Box 21108 (8313 Sceptre Dr) Millersville MD 21108

RECORD FEE 14.00
POSTAGE .50
#325180 C489 R02 T10:57
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name ADVANTA Leasing Corp.

Address Two Echelon Plaza, Suite 300
Voorhees, NJ 08043

Person And Address To Whom Statement Is To Be Returned 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

sanyo SFT 2133F photocopier W/ADF SN VOOX2273, sanyo SFT-SO20 20 bin sorter w/stapler

eqipment lease does not create a security interest

THIS FINANCING STATEMENT IS BEING FILED FOR INFORMATIONAL PURPOSES ONLY. TO GIVE NOTICE OF THE SECURED PARTY'S OWNERSHIP OF THE EQUIPMENT

**CHECK ☒ THE LINES WHICH APPLY**

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

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

☑ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

The J.E. Smith Company of Baltimore City
Lizabeth Leinmiller attorney in fact

(Signature of Debtor)

Lizabeth Leinmiller atty in fact

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ADVANTA LEasing Corp
Lizabeth Leinmiller attorney in fact

(Signature of Secured Party)

Type or Print Above Signature on Above Line

14.00
50

62564

**ADVANTA®**
Leasing Corp.

Two Echelon Plaza
P.O. Box 1228
Voorhees, New Jersey 08043-1228

BOOK 576 PAGE 344

# Equipment Lease Agreement

THIS LEASE IS NON-CANCELABLE. THIS LEASE IS A BINDING CONTRACT CONSISTING OF ALL TERMS ON THE FRONT AND REVERSE HEREOF.

TOLL FREE (800) 255-0022
FAX (609) 770-1414

**DESCRIPTION OF EQUIPMENT (Include make, model, serial no. and all attachments)**

Sanyo SFT-Z133F Photocopier W/ADF Serial# V00X2273
Sanyo SFT-S020 20 Bin Sorter W/Stapler

VENDOR'S NAME
Mirror Copy, Inc. 8634 Loch Raven Blvd. Towson, MD. 21204

**SCHEDULE OF RENTAL PAYMENTS**

| TERM OF LEASE (IN MONTHS) | TOTAL NUMBER OF RENTAL PAYMENTS | AMOUNT OF EACH PAYMENT | SECURITY DEPOSIT* |
|---|---|---|---|
| 36 | 36 | $ 165.26 (Plus Applicable Taxes) | $ 347.05 |

PAYMENT FREQ. [X] Monthly [ ] Quarterly [ ] Other _____

*Make check payable to ADVANTA Leasing Corp.

**LESSEE (COMPLETE LEGAL NAME. If a corporation, use EXACT registered corporate name.)**

Company Name: The J.E. Smith Company of Baltimore City 8150

| Billing Address | Equipment Location (if other than Billing Address) |
|---|---|
| Post Office Box 21108 | 8313 Sceptre Drive |
| Millersville, Maryland 21108 | Millersville, Maryland 21108 |
| County: Anne Arundel | County: Anne Arundel |

By signing, Lessee certifies that he/she has read and agrees to all terms on the front AND REVERSE SIDES hereof. This Lease constitutes the entire agreement between Lessor and Lessee and supersedes any prior oral or written agreements. This Lease may not be amended or terminated except by a writing signed by an executive officer of Lessor and shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

Signature X [signature] Date 12/27/91 Telephone No. (Area Code) 410-987-5500

Print Name & Title

Witness Date

**PERSONAL GUARANTY**

In consideration of the making of the above Equipment Lease by Lessor with Lessee, and at the request of the undersigned and in reliance on this guaranty, the undersigned (if more than one, then jointly and severally) as a direct and primary obligation, INDIVIDUALLY, PERSONALLY, ABSOLUTELY AND UNCONDITIONALLY GUARANTEES to Lessor and any assignee of Lessor (hereinafter "Holder") the prompt payment of all payments to be made by Lessee under the Lease and further guarantees the performance by Lessee of all the terms and conditions thereunder, regardless of any invalidity or unenforceability thereof. The undersigned promises to pay all of Holders' expenses incurred in enforcing this guaranty. The undersigned waives notice of acceptance, presentment, demand, protest, notice of protest or notice of default and consents that Holder may grant Lessee extensions of indulgency under the Lease, and may proceed directly against the undersigned without first proceeding against Lessee or disposing of any security under the Lease. Accounts settled between Holder and Lessee shall bind the undersigned. This guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The undersigned hereby waives rights of subrogation, indemnity, reimbursement and contribution from Lessee and shall not be deemed a creditor of Lessee in the event payments are made to Lessor pursuant to this guaranty. THE UNDERSIGNED WAIVES TRIAL BY JURY AND CONSENTS AND SUBMITS TO PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS OF PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE. This guaranty shall bind the heirs, representatives, successors and assigns of the undersigned.

| SIGNATURE (INDIVIDUALLY; NO TITLES) Date | SIGNATURE (INDIVIDUALLY; NO TITLES) Date |
|---|---|
| X | X |
| GUARANTOR #1 Name and Home Address (Please Print) | GUARANTOR #2 Name and Home Address (Please Print) |
| | |
| | |
| WITNESS: | WITNESS: |

**DELIVERY AND ACCEPTANCE RECEIPT**

TO LESSOR: THE UNDERSIGNED LESSEE HEREBY CERTIFIES THAT ALL EQUIPMENT DESCRIBED ABOVE AND ON ANY ATTACHED SCHEDULES HAS BEEN DELIVERED TO LESSEE AND INSTALLED; THAT THE EQUIPMENT HAS BEEN INSPECTED BY LESSEE AND IS IN GOOD OPERATING ORDER; AND THAT THE EQUIPMENT IS ACCEPTED BY LESSEE FOR ALL PURPOSES UNDER THE LEASE. LESSEE HEREBY DIRECTS LESSOR TO PAY THE VENDOR FOR THE EQUIPMENT.

Signature X [signature] Date 12/27/91

Name and Title (please Print)

**ACCEPTED BY ADVANTA LEASING CORP. (Lessor)**

Title
By: [signature] Date: 1/2/91 Lease #:

**LEASE AGREEMENT CONTINUES ON REVERSE SIDE ➡**

1. **LEASE.** Lessee hereby leases from Lessor the equipment identified above and on any attached schedule ("Equipment") under the terms and conditions stated on the face hereof and ON THE REVERSE SIDE HEREOF ("Lease"). **THIS IS AN IRREVOCABLE LEASE FOR THE FULL TERM AND CANNOT BE CANCELLED. Lessor is hereby authorized to insert any missing, incomplete or incorrect terms on the reverse side hereof.**

2. **TERM.** This Lease shall not commence until the LESSOR accepts and signs the Lease. Thereafter, the Lease shall continue for the full term shown above and any extension periods ("term"). Unless LESSEE notifies LESSOR in writing at least 60 days prior to the expiration of the initial lease term of its intention to terminate the Lease, the Lease shall automatically be extended for a period of one year and shall continue from year to year thereafter until terminated.

3. **RENT.** The due date of the first lease payment is the date upon which the Equipment is delivered to LESSEE, or any later date designated by LESSOR. Such payment amount is based upon the estimated cost of all Equipment and shall be adjusted upward or downward if the actual cost of the Equipment exceeds or is less than this estimate. **LESSEE'S OBLIGATION TO MAKE THE LEASE PAYMENTS IS ABSOLUTE, UNCONDITIONAL AND INDEPENDENT AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER CAUSE OR PROBLEM.** LESSEE agrees that if any lease payment is not received within 3 days of its due date, LESSEE shall pay a late charge equal to 10% of the amount due or $5.00, whichever is greater, in liquidation of collection expenses and not as an interest payment or penalty. Any payment of a smaller sum than due at any time shall not constitute a release or an accord or satisfaction for any greater sum due, regardless of any endorsement restriction.

4. **SECURITY DEPOSIT.** The security deposit is due and payable at the time LESSEE signs this Lease. In case the Lease is never finalized for any reason, such deposit may be retained by LESSOR in liquidation of processing expenses. The Security Deposit shall secure all obligations of LESSEE hereunder and may be applied in LESSOR'S discretion to any past due obligation of LESSEE, and to the extent not applied shall be returned to LESSEE without interest at the satisfactory expiration of the Lease.

5. **DELIVERY AND INSTALLATION.** LESSEE understands that LESSOR is not responsible for delivery or installation. LESSEE holds LESSOR harmless from specific performance of this Lease and from any damages if for any reason the manufacturer, supplier, vendor or distributor (collectively referred to in this Lease as "Vendor") delays in delivery, or if the Equipment is unsatisfactory.

6. **SELECTION AND ACQUISITION OF EQUIPMENT.** LESSEE acknowledges that (1) LESSOR has not selected the Vendor and has not selected, manufactured or supplied the Equipment; (2) LESSEE alone has selected the Vendor and the Equipment; (3) LESSOR has acquired the Equipment solely in connection with the Lease at LESSEE's request; (4) Prior to entering into the Lease, LESSEE received or approved the supply contract covering the Equipment purchased from the Vendor; and (5) LESSOR has advised LESSEE in writing, either previously or by this Lease, of the following: (a) the identity of the Vendor, (b) that LESSEE may have rights against the Vendor under said supply contract, and (c) that LESSEE may contact the Vendor for a description of any such rights.

7. **DISCLAIMER OF WARRANTY AND WAIVER OF LIABILITY.** LESSEE acknowledges that **(1) THE EQUIPMENT IS LEASED "AS IS"; (2) LESSOR MAKES NO REPRESENTATION, GUARANTEE, EXPRESS WARRANTY OR IMPLIED WARRANTY (INCLUDING AN IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE EQUIPMENT, AND LESSOR HEREBY EXRESSLY DISCLAIMS THE SAME; (3) LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO LESSEE OR TO ANY THIRD PERSON OR PROPERTY** (including direct, indirect, consequential, incidental and special damages) **CAUSED BY THE USE, OWNERSHIP OR POSSESSION OF THE EQUIPMENT** (including any damages for infringement of any trademark, copyright or patent); **(4) IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY THE VENDOR OR IS UNSATISFACTORY FOR ANY OTHER REASON, LESSEE SHALL MAKE ANY SUCH CLAIM SOLELY AGAINST THE VENDOR, AND LESSEE HEREBY WAIVES ANY SUCH CLAIM AGAINST LESSOR; AND (5) NO REPRESENTATION, GUARANTEE OR WARRANTY BY THE VENDOR IS BINDING ON LESSOR NOR SHALL ANY BREACH THEREOF RELIEVE LESSEE OF ITS OBLIGATIONS TO LESSOR.** So long as LESSEE is not in breach under this Lease, LESSOR shall assign without recourse to LESSEE during the term of this Lease any warranty from the Vendor to LESSOR.

8. **NO AGENCY.** LESSEE acknowledges that (1) there is no agency or joint venture between LESSOR and the Vendor; (2) neither the Vendor nor any other person is authorized to act on LESSOR'S behalf; and **(3) NO PERSON OTHER THAN AN EXECUTIVE OFFICER OF LESSOR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE.**

9. **REPAIRS;SERVICE;ADDITIONS.** LESSOR is not responsible for any repairs or service to the equipment, and all repairs and service shall be the sole responsibility of LESSEE. LESSEE agrees to maintain the Equipment in good condition and to service the Equipment during the term of this Lease as and when needed. All replacement parts, repairs, additions and accessories shall automatically become the property of LESSOR.

10. **USE. LESSEE REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED SOLEY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR RESIDENTIAL PURPOSES.** LESSEE shall use the equipment in a lawful and prudent manner and shall not make any alterations to the Equipment without LESSOR'S written consent. LESSEE shall not permit the Equipment to be used by anyone other than LESSEE or its employees. LESSEE shall keep the Equipment at the LESSEE'S address shown above and shall not remove the Equipment to any other location without LESSOR'S written consent.

11. **LOSS; DAMAGE; INSURANCE.** Until the Equipment is returned to LESSOR, LESSEE shall assume the entire risk of loss from any cause. In the event of any loss, LESSEE shall promptly notify LESSOR in writing. LESSEE shall keep the Equipment insured against theft and all risks of loss and shall carry public liability insurance covering both personal injury and property damage. All such insurance shall be in a form and an amount satisfactory to LESSOR. Such insurance for theft, loss and damage shall name LESSOR as the sole Loss Payee, and such public liability insurance shall name LESSEE as Named Insured and LESSOR as Additional Insured. LESSEE shall pay all premiums, be responsible for all deductible portions, and shall deliver to LESSOR evidence of such insurance coverage satisfactory to LESSOR. Each insurer shall agree by endorsement upon all policies that it will give LESSOR 30 days written notice prior to the effective date on which the policy is altered, expired or cancelled. **IN THE EVENT LESSEE FAILS TO SECURE OR MAINTAIN SUCH INSURANCE, LESSOR MAY, AT ITS OPTION, OBTAIN SUCH INSURANCE AND CHARGE THE COST THEREOF TO THE LESSEE AS ADDITIONAL RENT. LESSEE HEREBY IRREVOCABLY EMPOWERS AND APPOINTS LESSOR AS LESSEE'S TRUE AND LAWFUL ATTORNEY-IN-FACT TO MAKE CLAIM FOR AND RECEIVE INSURANCE PROCEEDS, AND TO EXECUTE AND ENDORSE ALL DOCUMENTS, CHECKS OR DRAFTS RECEIVED IN PAYMENT UNDER ANY SAID INSURANCE POLICIES. Any proceeds of insurance payable to LESSOR may be used or applied as LESSOR, in its sole discretion, shall determine.**

12. **TAXES AND OTHER FEES.** LESSEE shall pay when due all federal, state and local license fees, registration fees, filing fees, assessments, taxes (including without limitation, sales, lease, use, excise and personal property taxes, EXCLUDING ONLY TAXES PAYABLE IN RESPECT TO LESSOR'S INCOME) and all other charges of any kind which may now or hereafter be imposed upon LESSOR or LESSEE arising in any way out of the ownership, use, possession or leasing of the Equipment. Such amounts shall be considered additional rent and shall be payable upon demand by LESSOR. In establishing the amount of the base lease payments and the other terms of this Lease, LESSOR and LESSEE have assumed that LESSOR will be entitled to all deductions, depreciation, credits and other tax benefits ("tax benefits") which are provided by the federal, state and local laws to an owner and lessor of personal property. LESSEE agrees that, should any such tax benefits be disallowed or recaptured, or should LESSOR lose the right to claim or receive such benefits for any reason, LESSEE shall indemnify LESSOR for such loss by paying LESSOR an amount equal to the value of such loss. LESSEE'S obligations under this Paragraph shall continue notwithstanding any future change in federal, state or local law during the term of the Lease. To liquidate any personal property tax expense incurred by LESSOR, LESSEE agrees to pay LESSOR either a net charge therefore as incurred by LESSOR or, at LESSOR's election, a monthly personal property tax fee liquidated at any fee set by LESSOR up to three-hundred ninety-five thousandths of one percent (0.3995%) of the original equipment cost.

13. **COMPLIANCE WITH LAW.** LESSEE shall promptly comply with all federal, state and local laws and regulations relating to the ownership, use, possession, leasing, delivery or return of the Equipment at LESSEE'S own expense.

14. **INDEMNITY.** Lessee shall indemnify and hold LESSOR harmless from and against all claims, losses, liabilities (including neglience, tort and strict liability), damages, judgements, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorney's fees) arising out of or in any manner connected with the manufacture, purchase, financing, ownership, leasing, delivery, possession, use or operation of the Equipment, including without limitation, claims for injury to or death of persons and for damage to property. This indemnity shall survive the termination of this Lease.

15. **TITLE.** LESSEE understands that the Equipment is the exclusive property of LESSOR, that title to the Equipment shall at all times during the term remain in LESSOR, and that LESSEE shall have no right, title or interest in the Equipment except as expressly provided in this Lease. **LESSEE HEREBY IRREVOCABLY EMPOWERS AND APPOINTS LESSOR AS ITS TRUE AND LAWFUL ATTORNEY-IN-FACT TO PREPARE, EXECUTE AND FILE ALL OWNERSHIP AND FINANCING STATEMENTS, and all costs for such filing and termination shall be paid by LESSEE. IT IS THE INTENT OF THE PARTIES THAT THIS IS A TRUE LEASE. THE FILING OF ANY SUCH STATEMENT SHALL NOT BE EVIDENCE THAT THIS IS OTHER THAN A TRUE LEASE, AND SUCH FILING IS ONLY INTENDED TO GIVE PUBLIC NOTICE OF LESSOR'S OWNERSHIP OF THE EQUIPMENT.** If this Lease shall be deemed at any time to be a lease intended as security, LESSEE hereby grants LESSOR a security interest in the Equipment, and such financing statements shall be intended to create a perfected security interest in favor of LESSOR. The Equipment shall at all times be considered and shall remain personal property, and LESSEE shall not permit the same to become a fixture to realty.

16. **EVENTS OF DEFAULT.** The following events shall automatically and without notice to LESSEE be events of default under this Lease: (1) LESSEE fails to pay any lease payment or other charge for a period of 10 consecutive days from the due date; (2) LESSEE fails to perform or observe any other term or condition or breaches any representation contained herein or in any other agreement with LESSOR; (3) any action or proceeding is brought against LESSEE whereby the Equipment may be taken or distrained; (4) LESSEE dies, becomes insolvent, makes or consents to an assignment for the benefit of creditors; stops doing business as a going concern, sells all or substantially all its assets, merges, consolidates, or appoints or consents to the appointment of a receiver or trustee; (5) a petition is filed by or against LESSEE under bankruptcy laws or other laws providing for the relief of debtors or (6) LESSEE shall cause, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance, attachment or involuntary transfer of any kind upon or affecting the Equipment or this Lease or any of Lessor's interest hereunder.

17. **REMEDIES UPON DEFAULT.** In the event LESSEE defaults hereunder, LESSOR may exercise any one or more of the following remedies in addition to any other remedies available under law:

(A) With or without notice, cancel this Lease and/or sue for: (1) past due rent, (2) the accelerated balance of future rent to become due during the unexpired term of the Lease, not as a penalty but herein liquidated for all purposes, (3) the estimated residual value placed on the Equipment by LESSOR, (4) all late charges and other charges due and to become due under the Lease, (5) the costs specified in Section 19 below, and (6) any other damages and indemnities, if then determinable, arising out of the Lease or LESSEE's breach of the Lease; and

(B) Enter upon LESSEE's premises and repossess the Equipment without liability for trespass or damages. In the event LESSEE fails to consent to repossession, LESSOR may institute legal proceedings for an order of repossession. Any repossession shall be without right of redemption. Following repossession: (1) all rights of LESSEE in the equipment shall terminate; (2) LESSOR may, at its option, sell or re-lease ("remarket") the Equipment without advance notice to LESSEE and (3) LESSOR may nevertheless immediately sue for the full amounts specified in subparagraph "A" above without first remarketing the Equipment, in which event any monies later recovered by LESSOR through remarketing, if any, minus LESSOR's costs of repossession and remarketing (including any commissions), shall operate in reduction of the amount of LESSOR's claim. Nothing stated herein shall require LESSOR to repossess the Equipment, and LESSEE hereby waives any rights which may require LESSOR to repossess and/or remarket the Equipment in mitigation of damages.

18. **CUMULATIVE REMEDIES.** All remedies of LESSOR hereunder are, to the extent permitted by law, cumulative and may be exercised concurrently or separately at different times, and the exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising, any right or remedy shall operate as a waiver thereof or be deemed a modification of this Lease. A waiver of any default shall not be a waiver of any subsequent default.

19. **LESSOR'S COSTS.** LESSEE shall be liable for all costs and overhead incurred by LESSOR in enforcing the Lease, including without limitation: (1) attorney's fees liquidated at 20% of any claim for money damages, which LESSEE hereby stipulates is a reasonable prediction of actual fees; (2) reasonable attorney's fees incurred in pursuing any equitable remedy; (3) costs of suit; (4) Lessor's internal recovery overhead liquidated at the lesser of $250.00 or 5% of the lease balance, which LESSEE hereby stipulates is a reasonable prediction of actual overhead and not a penalty; and (5) Lessor's internal repossession/remarketing overhead liquidated at the lesser of $225.00 or 4% of the original equipment cost, which LESSEE hereby stipulates is a reasonable prediction of actual overhead and not a penalty, plus all costs incurred in the repossession, storage, shipment, repair and remarketing of the Equipment.

20. **RETURN OF EQUIPMENT.** Upon the expiration of the Lease term, or upon request of LESSOR following any default, LESSEE shall, at its own expense, return the Equipment to LESSOR at an address specified by LESSOR. The Equipment shall be returned in the same condition as received, ordinary wear and tear excepted.

21. **ASSIGNMENT;SUBLEASE.** All or any part of LESSOR'S interest in this Lease or in the Equipment may be assigned by LESSOR at any time without prior notice to LESSEE. In that event, LESSOR'S assignee shall succeed to all of LESSOR'S rights and interests under the Lease, and LESSEE'S obligations to the assignee shall be as provided in the Lease, but the assignee shall not be liable to perform any of LESSOR'S obligations to LESSEE. The right of the assignee to the payment of assigned lease payments and to performance of LESSEE'S obligations and to exercise any other of LESSOR'S right hereunder, shall not be subject to any defense, counterclaim or setoff. LESSEE acknowledges that any assignment by LESSOR shall not materially change LESSEE'S duties or obligations under the Lease or materially increase the risks imposed on LESSEE. **BECAUSE THE LESSEE'S OBLIGATIONS UNDER THIS LEASE ARE PERSONAL IN NATURE, LESSEE MAY NOT ASSIGN ANY OF ITS INTERESTS UNDER THE LEASE TO ANY OTHER PERSON, NOR MAY LESSEE SUBLEASE ANY OF THE EQUIPMENT TO ANY OTHER PERSON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, WHICH MAY BE DECLINED BY LESSOR FOR ANY REASON.**

22. **SEVERABILITY.** If any provision of this Lease is in conflict with any law of any state or place where it is sought to be enforced, such provision shall be deleted to the extent of such conflict, but without invalidating the remaining provisions.

23. **CHOICE OF LAW; JURISDICTION; FORUM; VENUE. Lessee agrees and stipulates that: (1) THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA: (2) LESSEE KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY AND CONSENTS TO BE SUBJECT TO PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS IN PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE: and (3) ANY LEGAL PROCEEDING ARISING OUT OF THIS LEASE, REGARDLESS OF WHETHER LESSOR OR LESSEE BRINGS SUCH PROCEEDING, SHALL BE INSTITUTED ONLY IN THE AFORESAID VENUE IN PENNSYLVANIA, AND NOT ELSEWHERE, UNLESS LESSOR EXPRESSLY CONSENTS IN WRITING OR ELECTS OTHERWISE.**

24. **LESSEE'S REPRESENTATIONS.** LESSEE represents and warrants that (1) LESSEE has complete and unrestricted power to enter into this Lease; (2) the persons executing this Lease have been duly authorized (by corporate resolution if LESSEE is a corporation) to execute the Lease on LESSEE'S behalf; (3) that all information supplied to LESSOR is true and correct, including all credit and financial information submitted to LESSOR at any time; and (4) LESSEE is solvent and is able to meet all its financial obligations, including the Lease payments hereunder.

BOOK 576 PAGE 346 285453

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

3. Maturity date (if any):

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

PLEYO, PATRICK J
PLEYO, MADONNA, M
5607 HARBOR VALLEY DR.
BALTO, MD. 21225

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

BETTER BUILT INC.
4496 MOUNTAIN ROAD, SUITE D
PASADENA, MD 21122

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

RECORD FEE 12.00
POSTAGE .50
#325190 C489 R02 T10:58
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

TP-40 EARTHSTOVE, - PELLET STOVE
1/2 TON. PELLETS

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

SECURITY PACIFIC FINANCIAL SERVICES, INC.
2568 A RIVA ROAD SUITE 101
ANNAPOLIS, MD 21401

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:

x Patrick J Pleyo
By: Madonna M Pleyo
Signature(s) of Debtor(s)

BETTER BUILT
By: F. Smith
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

Pleyo

12.00
.50

STATE OF MARYLAND **285454**

Identifying File No. _____

# FINANCING STATEMENT FORM UCC-1

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 1,172,500.00

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

This financing statement Dated September 3, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 576 PAGE 347

RECORD FEE 11.00
RECORD TAX 8207.50
POSTAGE .50
#325200 C489 R02 T11:00
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name Advantage Book Binding, Inc.

Address 85 Dover Road, Glen Burnie, MD 21060

2. SECURED PARTY

Name LB Credit Corporation

Address 101 California St., Suite 2800, San Francisco, CA 94111

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

3. Maturity date of obligation (if any) _____

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

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

Name and address of Assignee

LBCC #2793008-101

**CHECK ☒ THE LINES WHICH APPLY**

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

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

5511

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Jerry Nocar

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Kathleen C. Juell

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.00
8207.50
.50

BOOK 576 PAGE 348

EXHIBIT A
UCC-1 FINANCING STATEMENT

Lessee/Debtor: ADVANTAGE BOOK BINDING, INC.

Lessor/Secured Party: **LB CREDIT CORPORATION**

1. Each and every item of equipment, machinery or other personal property ("Item"), together with all accessories and components attached to or incorporated in the Item, whether now owned or hereafter acquired, leased by Secured Party to Debtor pursuant to Lease and Security Agreement No. 2793008-1 to Master Lease Agreement No. 2793008, dated September 3, 19 91, including without limitation:

| Quantity | Description of Equipment | Serial No. |
|---|---|---|
| 1 | Kolbus Automatic Nipper and Smasher Model FM405 | 364/1991 |
| 1 | Kolbus Automatic Book Back Gluer Dryer Model RB 462 with Infeed Escapement Conveyor. | 475/1991 |
| 1 | Kolbus Automatic Compact 2000S-5 Flow Line | 1232/91 |
| 1 | Kolbus Automatic Building-In Machine Model FE 2000S | 1222/1991 |
| 1 | Kolbus Fully Automatic Three Knife Trimmer Model MD | 81/1991 |

Equipment Location: 85 Dover Road, Glen Burnie, MD 21060.

and all substitutions, renewals and replacements for the Item, all additions, improvements, accessions and accumulations to the Item and all rents, issues, income, profits and proceeds therefrom.

BOOK 576 PAGE 349

285455

# FINANCING STATEMENT

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

2. ☐ To Be Recorded among the Financing Statement Records at _____

3. XX Not subject to Recordation Tax.

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

5. Debtor(s) Name(s) — Address(es)

Willow Enterprises, Inc. — 325 Roesler Rd., Glen Burnie, Md. 21060

6. Secured Party
Willow Enterprises, Inc
Attention: Louis Wilner

Address 325 Roesler Rd, Glen Burnie, Md 21060

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

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

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

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

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

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

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

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

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

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

RECORD FEE 11.00
POSTAGE .50
#325210 C489 R02 T11:01
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Willow Enterprises, Inc. (Seal)

(Seal)
Larry Wilner - Pres.

(Seal)

(Seal)

Secured Party

Willow Enterprises, Inc. (Seal)

Type name and title
Louis Wilner - Sec. Treas.

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

207-95 REV 7/83

11.00
12

BOOK 576 PAGE 350

1ST AMERICAN BANK

**ANNE ARUNDEL COUNTY**
**STATEMENT OF**

__ Continuation XX Termination __ Assignment __ Partial Release

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

Record: ___ Land
_X_ Financing Statement

Liber 544 Folio 407 FileNo.278205
Filing Date of Financing Statement 08/09/89

| | NAME | ADDRESS No. Street | City | State |
|---|---|---|---|---|
| 1. | Debtor (s) Alexanders Fine Jewelry, Inc. | 122 Main Street | Annapolis, MD | 21401 |
| 2. | Secured Party (or assignee) First American Bank of Maryland, | 8401 Colesville Rd. | Silver Spring, MD | 20910 |

CHECK THE LINES WHICH APPLY

3. ___ A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the code.

_X_ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.

___ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

___ D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

RECORD FEE 10.00
POSTAGE .50
#325220 C489 R02 T11:02
01/21/92

Secured Party:

First American Bank of Maryland
BY: [signature] MARY M. ROSE
AA CO. CIRCUIT COURT

Date: December 9, 1991

Name: David E. Klein
Title: Vice President

RETURN TO: Sovran Bank/MD
6610 Rockledge Dr.
Bethesda, MD 20817

10.50

BOOK 576 PAGE 351

1ST AMERICAN BANK

**ANNE ARUNDEL COUNTY**
**STATEMENT OF**

__ Continuation XX Termination __ Assignment __ Partial Release

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

Record: ___ Land
_X_ Financing Statement — Liber 555 Folio 39 FileNo.280655

Filing Date of Financing Statement 04/24/90

| | NAME | ADDRESS | | |
|---|---|---|---|---|
| | | No. Street | City | State |
| 1. | Debtor (s) Alexanders Fine Jewelry, Inc. | 122 Main Street | Annapolis, MD | 21401 |
| 2. | Secured Party (or assignee) First American Bank of Maryland, | 8401 Colesville Rd. | Silver Spring, MD | 20910 |

CHECK THE LINES WHICH APPLY

3. ___ A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the code.

_X_ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.

___ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

___ D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

RECORD FEE 10.00
POSTAGE .50
M325230 C489 R02 T11:02
01/21/92

Secured Party:

First American Bank of Maryland

Date: December 9, 1991

BY: _____

MARY M. ROSE
AA CO. CIRCUIT COURT

Name: David E. Klein
Title: Vice President

RETURN TO: Sovran Bank/MD
6610 Rockledge Dr.
Bethesda, MD 20817

10 00

1ST AMERICAN BANK

BOOK 576 PAGE 352

**ANNE ARUNDEL COUNTY**
**STATEMENT OF**

__ Continuation XX Termination __ Assignment __ Partial Release

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

Record: ___ Land
_X_ Financing Statement

Liber 559 Folio 475 FileNo.281798

Filing Date of Financing Statement 08/24/90

| | NAME | ADDRESS | | |
|---|---|---|---|---|
| | | No. Street | City | State |
| 1. | Debtor (s) Alexanders Fine Jewelry, Inc. | 122 Main Street | Annapolis, MD | 21401 |
| 2. | Secured Party (or assignee) First American Bank of Maryland, | 8401 Colesville Rd. Silver Spring, MD | 20910 | |

CHECK THE LINES WHICH APPLY

3. ___ A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the code.

_X_ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.

___ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

RECORD FEE 10.00
POSTAGE .50

___ D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

#325240 C489 R02 T11:02
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Secured Party:

First American Bank of Maryland
BY: D. E. Klein

Date: December 9, 1991

Name: David E. Klein
Title: Vice President

RETURN TO: Sovran Bank/MD
6610 Rockledge Dr.
Bethesda, MD 20817

10.00

**PARTIES**

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

Anne Arundel County
Maryland Arundel Center
Northwest and Calvert Streets
Annapolis, Maryland 21401

1

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

1a

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

1b

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

Mellon Bank N.A.
Mellon Square
PittsburghPA 15230
Att: N.R. Smith and
W.M. McNamee

2

**Special Types of Parties** (check if applicable):

☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

☐ Debtor is a Transmitting Utility.

3

**SIGNATURE(S)**

**Debtor Signature(s)** (only if Amendment):

**Secured Party Signature(s):**

MELLON BANK N.A.

BY:

TITLE: AVP

4

**FINANCING STATEMENT CHANGE**
**Uniform Commercial Code Form UCC-3**
**IMPORTANT — Please read instructions on reverse side of page 4 before completing**

**Filing No.** (stamped by filing officer): BOOK 576 PAGE 353

**Date, Time, Filing Office** (stamped by filing officer):
RECORD FEE 10.00
POSTAGE .50
#325250 C489 R02 T11:03
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

5

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

☐ Secretary of the Commonwealth.
☒ ~~Prothonotary of~~ Circuit Court Anne Arundel County MD
☐ Real Estate Records of _____ County. 6

**Number of Additional Sheets** (if any): 7

**Optional Special Identification** (Max. 10 characters): 84LUMCO01 8

**ORIGINAL FINANCING STATEMENT BEING CHANGED**

This Financing Statement Change relates to an original Financing Statement No. liber 445 page 299 filed with the: 240965 0 3581

☐ Secretary of the Commonwealth on (date) _____.
☒ ~~Prothonotary of~~ Cir.Ct A.A.Cty County on (date) 12-28-81.
☐ Real Estate Records of MD County on (date) _____.

9

**DESCRIPTION OF FINANCING STATEMENT CHANGE**

☐ **Continuation** - The original Financing Statement identified above is still effective.

☒ **Termination** - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.

☐ **Release** - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.

☐ **Assignment** - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.

☐ **Amendment** - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

10

**Description** of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

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

11

RETURN RECEIPT TO:
Mellon BAnk N.A.
Loan Adm. Sect 153-2306
P O Box 656
Pittsburgh PA 15230-9972
Att: S. Griffin

12

322

STANDARD FORM UCC-3 (12/88)
Approved by Secretary of Commonwealth of Pennsylvania

10 00 32 CL-213

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

BOOK 576 PAGE 354

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE**

☐ (check if applicable) To Be Recorded in the Land Records at _____.

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 256363 recorded in Liber 484, Folio 380 on 4/24/85 (Date) at Anne Arundel County (Location).

RECORD FEE 10.00
POSTAGE .50
#325260 C439 R02 T11:05
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR(S): Advantage Book Binding, Inc.

ADDRESS(ES): 420 Eastern Avenue
Baltimore, Maryland 21221

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Kelly L. Roussey

ADDRESS: MAILSTOP: 500291; Post Office Box 987, Baltimore, Maryland 21203

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

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

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

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

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

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

a. ☐ Not subject to Recordation Tax.

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

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

8. Release of all equipment.

DEBTOR(S): _____
(Signature necessary only if Item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

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

SECURED PARTY: Maryland National Bank

BY Beth S. Eames (SEAL)

Beth S. Eames, Assistant Vice President
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV. 4/86

10.00

*To the Clerk:*

Do not record this page. The information on this side is for the Secured Party's internal use only.

*Instructions:*

1. *Statements of Amendment to Add Collateral:*

When filing a statement of amendment to add collateral, use the standardized descriptions below, preceded by the following language: "The original Financing Statement is amended to cover the following additional property of Debtor as collateral:" Also, when filing a statement of amendment to add collateral, check the appropriate box under Item 6., to indicate whether the statement of amendment is subject to recordation tax. Statements of amendment to perfect a security interest in additional collateral are not subject to recordation tax if one of the standard exemptions from tax is available, with certain exceptions. No instrument subject to recordation tax may be recorded until the tax has been paid.

When the space on the front at number 8. will not accommodate the property descriptions to be typed, these property descriptions can be continued, or typed entirely, on a Schedule A to the statement of amendment.

Note the suggestions below for when collateral is insured against various casualties (paragraph 3) or when state law would consider the collateral to be a fixture to realty (paragraph 4).

2. *Standard Descriptions of Property:*

"*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."

"*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."

"*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."

"*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."

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

"*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."

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

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

3. *Insurance on Collateral:*

Where appropriate, add to the above descriptions the following language concerning proceeds of insurance policies on collateral:

"including, without limitation, all proceeds of any insurance policies covering all or any part of such property."

4. *Where Collateral May Be A Fixture:*

Where the collateral may be considered a fixture to the realty on which it is placed, include the following language and make the appropriate filing:

"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 of the real estate is _____ (this blank to be completed if the Debtor does not have an interest of record in the real estate.)"

**PARTIES** 1-10-92

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

Chesapeake Medical Center, P.A.
7706 C. Quaterfield Road
Glen Burnie, MD 21061

1

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

1a

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

1b

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

**COPELCO LEASING CORPORATION**
**1700 SUCKLE PLAZA**
**PENNSAUKEN, NEW JERSEY 08110**

2

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

2a

**Special Types of Parties** (check if applicable):

[X] The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

[ ] The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

[ ] Debtor is a Transmitting Utility.

3

**SECURED PARTY SIGNATURE(S)**

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

a. [ ] **acquired after a change of name, identity or corporate structure** of the Debtor.

b. [ ] as to which the filing has lapsed.

c. already subject to a security interest in **another county** in Pennsylvania—

[ ] when the **collateral was moved** to this county.

[ ] when the **Debtor's residence or place of business was moved** to this county.

d. already subject to a security interest in **another jurisdiction** —

[ ] when the **collateral was moved** to Pennsylvania.

[ ] when the **Debtor's location was moved** to Pennsylvania.

e. [ ] which is **proceeds** of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

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

4

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

F

**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.

BOOK 576 PAGE 356 **285456**

5

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

[ ] Secretary of the Commonwealth.

[X] ~~Prothonotary of~~ Anne Arund County.

[ ] real estate Records of _____ County.

6

**Number of Additional Sheets** (if any): 7

**Optional Special Identification** (Max. 10 characters): **LEASE No.** 0-40051-0 8

**COLLATERAL**

Identify collateral by item and/or type: VENDOR: P.B. DIAGNOSTICS, INC.

1 Opus Immonossay System

[X] (check only if desired) Products of the collateral are also covered. 9

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

a. [ ] **crops** growing or to be grown on —

b. [ ] goods which are or are to become **fixture** on —

c. [ ] **minerals** or the like (including oil and gas) as extracted on —

d. [ ] **accounts resulting from the sale of minerals** or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

**Street Address:**

**Describe at:** Book _____ of (check one) [ ] Deeds [ ] Mortgages, at Page(s) _____,

for _____ County. Uniform Parcel Identifier _____.

[ ] Described on Additional Sheet.

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

10

**DEBTOR SIGNATURE(S)**

Debtor Signature(s): CHESAPEAKE MEDICAL CENTER, P.A.

1 **(NAME/TITLE)**

1a **(NAME/TITLE)**

1b **(NAME/TITLE)**

RECORD FEE 11.00
POSTAGE .50
#325700 C489 R02 T12:22
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

11

RETURN RECEIPT TO:

**COPELCO LEASING CORPORATION**
**1700 SUCKLE PLAZA**
**PENNSAUKEN, NEW JERSEY 08110**

12

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

11.00 SU

FILING OFFICE ORIGINAL

**NOTE — This page will not be returned by the Department of State.**

County

# FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.

2. ☒ To be recorded among the Financing Statement Records. BOOK 576 PAGE 357 285457

3. ☐ Not subject to Recordation Tax.

4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of $ 99,041.67. 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 693.00

RECORD FEE 11.00
RECORD TAX 696.50
RL PROP .50
#325720 C489 R02 T12:24
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

5. Debtor(s) Name(s) Fleet Business School, Inc.

Address(es) 2530 Riva Road
Annapolis, Maryland 21401

6. Secured Party First Annapolis Savings Bank, FSB

Address 1832 George Avenue
Annapolis, Maryland 21401

Attention: Carolyn Booker, Loan Processor
(Type name & Title)

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

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

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

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

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

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

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

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

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

11.00
696.50

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors

Fleet Business School, Inc. (Seal) _____ (Seal)

By: _____ (Seal) _____ (Seal)
James H. Graves, President

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

2-2820 (1/88)

BOOK 576 PAGE 358

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. 273200

RECORDED IN LIBER 527 FOLIO 578 ON June 7, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Address 7711 Quarterfield Rd.

Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

ASSIGNEE: TransFinancial Leasing Corp.
The Steffey Bldg., Ste 200B
407 Crain Highway
Glen Burnie, MD 21061

SEE ATTACHED EQUIPMENT LIST

06

RECORD FEE 12.00
POSTAGE .50
#325740 C489 R02 T12:38
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated July 15, 1988

Susan L. Thompson
(Signature of Secured Party)

Susan L. Thompson - Vice President
Type or Print Above Name on Above Line

Filed in Anne Arundel County

12.00
50

BOOK 576 PAGE 359

EQUIPMENT LIST

| Quantity | Description |
|---|---|
| 1 (one) | Remote site cabinet - A97GAL564 including<br>20 (twenty) Feet-4GA STR PVC UL/CSA 600V - 0039000060<br>1 (one) Scrw PHP 1/4-20X1/2 S/ST - 030000370<br>1 (one) Lockwasher 1/4 EXT STL CA - R31200525<br>1 (one) TRML Lug 4-2/0 GA Sldrls - 039000922<br>1 (one) Gal kit top cable exit - A87000205<br>1 (one) MXA Card - B91G32000<br>1 (one) PSU card-local - B91G32500<br>1 (one) Remote site cabinet - A93G36700<br>1 (one) Power supply - A93000456<br>16 (sixteen) Site cable 50 pin-50pin - 003211263<br>4 (four) Cabl.port interface shel - A70000579<br>20 (twenty) Marker cable - 039000931 |
| 1 (one) | Port int.-48 - A97GAL568 including<br>2 (two) MXA card - B91G32000<br>1 (one) PSU card-local - B91G32500<br>1 (one) Port interface shelf - B92G31000 |
| 1 (one) | IDF X-con panel-port INT - 019010533 |
| 1 (one) | Printer, Tally RO - A97GAL479 including<br>1 (one) Paper 103 col 147/8X11 - 009000252 |
| 1 (one) | Printer stand - 099000119 |
| 1 (one) | PMT Printer modem Grp - A97000875 including<br>2 (two) Conn elec - 019000524<br>2 (two) Conn elec parts - 019010437<br>75 (seventy five) feet-Cbl 7pr 24GA Sol Swed U - 003200158<br>2 (two) Marker cable - 039000931<br>1 (one) Modem, 2400BPS - 099000731 |
| 1 (one) | Printer local modem grp - A97000876 including<br>2 (two) Marker cable - 039000931<br>2 (two) Conn Elec - 019000524<br>2 (two) Conn elec parts - 019010437<br>75 (seventy five) feet-Cbl 7pr 24GA Sol Swbd U - 003200158<br>1 (one) Moden, 2400BPS - 099000731 |

Irvington Federal Savings & Loan Association

BY: Susan L. Thompson

TITLE: Vice President

~~William J. Ottey, President~~

Type or Print Above Name on Above Line

Susan L. Thompson - Vice President

Filed in Anne Arundel County



10 00
32

| Quantity | Description |
|---|---|
| 6 (six) | Supv modem grp lcl/rmt - A97000838 including<br>12 (twelve) Marker cable - 039000931<br>6 (six) Modem, 2400BPS - 099000731<br>6 (six) Conn elec - 019000524<br>6 (six) Connector socket 25 pos - 019000567<br>6 (six) Conn elec - 019000526<br>12 (twelve) Conn elec parts - 019010437 |
| 1 (one) | Kit, end panel ind grad - A97001074 including<br>2 (two) Panel end industrial - 022101018<br>2 (two) Bracket end panel upper - 021102600<br>2 (two) Bracket end panel lower - 021102603<br>8 (eight) Screw cap hex hd - 030825016<br>8 (eight) Nut, hex #3/8-16/5/8AF - 031700062<br>8 (eight) Lockwasher split 3/8 - 031000143<br>16 (sixteen) Wshr 3/8 plain - 031000082<br>2 (two) Nut, hex 1/4-20 x 7/16 AF - 031700047<br>2 (two) Lockwashr 1/4 ext stl ca - R31200525<br>2 (two) Trml lug 18-22GA 1/4 RN - 039000914<br>2 (two) Scrw PHP 1/4-20x1/2 S/ST - 030000370<br>4 (four) 18GA Str grn ipvc UL/CSA - 003121755<br>4 (four) Nut hex 8-32 x 11/32 AF - 032000015<br>4 (four) Lckwshr #8 ext sst - 031000081<br>2 (two) Trml lug 18-22GA no 8 RN - 039000915<br>2 (two) Scr php 8-32x3/8 - 030212906<br>2 (two) Speed clip no.10 - 031500094<br>2 (two) Lckwshr #10 ext stl cad - R31200519<br>2 (two) Scrw Truss hd 3/4 THD - 030104112 |
| 1 (one) | CSU shelf,7-unit, 115VAC - 099000582 |
| 4 (four) | CSU terminal unit - 099000584 |
| 4 (four) | CSU signal monitor unit - 099000585 |
| 1 (one) | Interface module, 4WNS - A91G35200 |
| 1 (one) | Power supply - A93000456 |
| 1 (one) | Demarc cable - A70000584 |
| 1 (one) | Printer recv 400CPS - 099000218 |
| 450 (four hundred and fifty) | Cable tele 24gauge/12T P - 003200272 |
| 3 (three) | Cable kit - A70000511 |
| 1 (one) | CSU terminal unit - 099000584 |
| 1 (one) | CSU signal monitor unit - 099000585 |
| 8 (eight) | Modem rack - 099000733 |

Irvington Federal Savings & Loan Association

BY: Susan L. Thompson

TITLE: Vice President

~~William W. Otley, President~~

Type or Print Above Name on Above Line

Susan L. Thompson - Vice President

Filed in Anne Arundel County



10 00
32

BOOK 576 PAGE 361

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. 273192

RECORDED IN LIBER 527 FOLIO 564 ON June 7, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Address 7711 Quarterfield Rd.

Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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.)

ASSIGNEE: TransFinancial Leasing Corp.
The Steffey Bldg., Ste 200B
407 Crain Highway
Glen Burnie, MD 21061

SEE ATTACHED EQUIPMENT LIST

04(R)

RECORD FEE 10.00
POSTAGE .50
#325750 C489 R02 T12:39
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated July 15, 1988

Susan L. Thompson
(Signature of Secured Party)

~~William J. Ottey, President~~

Type or Print Above Name on Above Line

Susan L. Thompson - Vice President

Filed in Anne Arundel County



10.00

## EQUIPMENT LIST

| QUANTITY | DESCRIPTION |
|---|---|
| 1 (one) | Wall for data entry and accounting |
| 25 (twenty five) | Clear plastic corner guards - length 8' |
| 1 (one) | Vestibule wall & door |
| 2 (two) | Condi desk E115 |
| 1 (one) | Condi credenza E214 |
| 1 (one) | American seating product |
| 1 (one) | Power poles & vinyl trim |
| 5 (five) | Work surfaces HCL5424 |
| 5 (five) | Pedestals APB0612 |
| 1 (one) | Door closure replacement |
| 2 (two) | Plexi glass inserts |
| 1 (one) | JAL Chair World S-CC Sliding Door Cabinet |
| 5 (five) | GSA M-100 Light oak computer stand |
| 1 (one) | 6900-80 Scale (Postage) |
| 3 (three) | Pedestal Desks w/flush returns & locks |
| 2 (two) | Hewlett Packard Laserjet Printer S/N's - 2803G08704 & |
| 1 (one) | Bel Tron AT PC w/monitor S/N A24010M |
| 1 (one) | 386 Bel Tron PC w/monitor & 40 mg hard drive S/N A24010E |
| 1 (one) | ACD OPT Gate Call Limit |
| 1 (one) | Custom Patch (BCS) |
| 1 (one) | Door Guard System on interior doors. |
| 1 (one) | PASCO Card Access Reader System on interior doors. Includes all accessories, installations and materials. |

Irvington Federal Savings & Loan Association

BY: Susan L. Thompson

TITLE: Vice President

STATE OF MARYLAND 285458

# FINANCING STATEMENT FORM UCC-1 BOOK 576 PAGE 363 Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Dr. Jay Rohloff

Address 442 Pamela Road Glen Burnie, MD 21061

RECORD FEE 12.00
POSTAGE .50
#325870 C499 R02 T13:19
01/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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)

Name and address of Assignee

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, accessions, 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.

**CHECK ☒ THE LINES WHICH APPLY**

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Jay Rohloff DDS
(Signature of Debtor)

Dr. Jay Rohloff, DDS
Type or Print Above Name on Above Line

Pamela Rohloff, ~~DDS~~
(Signature of Debtor)

Pamela Rohloff
Type or Print Above Signature on Above Line

HPSC, INC.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

12.00

12.00 JV

285459

BOOK 576 PAGE 364

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

3. Maturity date (if any):

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

James & Cathy Christhilf
119 Bonnie View Drive
Glen Burnie, MD 21060

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

Continental Contractors, Inc.
304 Madeline Avenue
Glen Burnie, MD 21060

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

RECORD FEE 12.00
POSTAGE .50
#326540 C489 R02 T08:48
01/22/92
MARY H. ROSE
AA CO. CIRCUIT COURT
G.L.

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

Furnish & install replacement windows
Total amount financed 2981.00
recorded inland records
not subject to tax
To perfect a security interest taken or retained by a seller of collateral to secure all or part of its price

**Located at:**
**119 Bonnie View Drive**
**Glen Burnie MD 21060**

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

Security Pacific
7310 Ritchie Hwy
Suite 404
~~Glen Burnie, MD 21061~~

Please Return To:

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

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

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

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

Filed with:

James Christhilf

By: Cathy Christhilf
Signature(s) of Debtor(s)

continental Contractors, Inc.

By: Pat Wildt VP
Pat Wildt Signature(s) of Secured Party(ies)

12.50

(1) Filing Officer Copy—Alphabetical **STANDARD FORM - FORM UCC-1.**

12.00
.50

BOOK 576 PAGE 365 285460

The underlying secured transaction being publicized by this Financing Statement ☐ is ☒ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: $_____.

## MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐YES ☒NO

CLERK, CIRCUIT COURT ANNE ARUNDEL COUNTY

This Financing Statement dated 01-08-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| Debtor(s) (Last Name First) and mailing address: | Check the box indicating the kind of statement. Check only one box. |
|---|---|
| **Pony Express, Inc.**<br>**7310 Ritchie Highway**<br>**Glen Burnie, MD 21061** | (X) ORIGINAL FINANCING STATEMENT<br>( ) CONTINUATION ORIGINAL STILL EFFECTIVE<br>( ) AMENDMENT<br>( ) ASSIGNMENT<br>( ) PARTIAL RELEASE OF COLLATERAL<br>( ) TERMINATION |
| Name and address of Secured Party<br>**Annapolis National Bank**<br>**2083 West Street**<br>**Annapolis, MD 21401** | Name and address of Assignee |
| Date of maturity, if any | Check if proceeds/products of collateral are covered ( X ) |

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

**All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).**

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.

RECORD FEE 11.00
POSTAGE .50
#326550 C489 R02 T08:49
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

| Pony Express, Inc. | Annapolis National Bank |
|---|---|
| By: Wilfred T. Azar, III, President | |
| Signature of Debtor | Signature of Secured Party |

Pres.

11.00
50

75

BOOK 576 PAGE 366 **285461**

I hereby certify that I paid recordation tax of $42.00 to Anne Arundel County

Marylee Lee

Debtor or Assignor Form

## MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax

XX☒XX Subject to Recordation Tax; Principal Amount is $ 5658.00 .

☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

| DEBTOR | SECURED PARTY (OR ASSIGNEE) |
|---|---|
| | THE FIRST NATIONAL BANK OF MARYLAND |
| Widener-Burrows & Associates, Inc. (Name) | Attn: Stephanie P. Yancy (Name of Loan Officer) |
| 130 Holiday Court, Suite 108 (Address) | 18 West Street (Address) |
| Annapolis, Maryland 21401 | Annapolis, Maryland 21401 |

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

1- 486-33MGHz Desktop Computer with 4MB RAM, 130 MB 10E Drive, 9600 BAUD MODEM, 2 Floppy Drives with mouse, AMI PRO, DOS 5.0, WINDOWS 3.0 and LOTUS 123 for WINDOWS. Serial # 235208

1- 386SX20 Notebook Computer, 3MB RAM, 60MB Drive, DOS 5.0, 9600 BAUD FAX MODEM Serial # 235205

RECORD FEE 11.00
RECORD TAX 42.00
POSTAGE .50
#326560 C489 R02 T08:53
01/22/92
MARY M. ROSE
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.

130 Holiday Court, Suite 108, Annapolis, Maryland 21401

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

| DEBTOR (OR ASSIGNOR) | DEBTOR (OR ASSIGNOR) |
|---|---|
| (Seal) | (Seal) |
| Dawne Widener-Burrows (Seal) (Signature) | (Seal) (Signature) |
| Dawne Widener-Burrows (Print or Type Name) | (Print or Type Name) |

11.00
42.00
12

BS-0850A-8406

BOOK 576 PAGE 367 285462

The underlying secured transaction being publicized by this Financing Statement ☐ is ☒ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: $_____.

## MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐YES ☒ NO

CLERK, CIRCUIT COURT ANNE ARUNDEL COUNTY

This Financing Statement dated 12-20-1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| Debtor(s) (Last Name First) and mailing address: | Check the box indicating the kind of statement. Check only one box. |
|---|---|
| ANCHOR FINANCE & INSURANCE, INC.<br>#2 ANCHOR BUSINESS CENTER<br>DEALE, MD 20751 | (X) ORIGINAL FINANCING STATEMENT<br>( ) CONTINUATION ORIGINAL STILL EFFECTIVE<br>( ) AMENDMENT<br>( ) ASSIGNMENT<br>( ) PARTIAL RELEASE OF COLLATERAL<br>( ) TERMINATION |
| Name and address of Secured Party<br>Annapolis National Bank<br>2083 West Street<br>Annapolis, MD 21401 | Name and address of Assignee |
| Date of maturity, if any | Check if proceeds/products of collateral are covered ( X ) |

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

**All Chattel Paper, Accounts, Contract Rights 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).**

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.

RECORD FEE 11.00
POSTAGE .50
#326570 C489 R02 T08:54
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

| ANCHOR FINANCE & INSURANCE, INC. | Annapolis National Bank |
|---|---|
| Patricia M. Miller<br>By: PATRICIA M. MILLER, PRESIDENT | |
| Signature of Debtor | Signature of Secured Party |

11.00

ANNE ARUNDEL COUNTY

BOOK 576 PAGE 368 285463

File No. .....
Record Reference:
Liber..... Folio.....

# FINANCING STATEMENT

..... Not subject to Recordation Tax.

..... To Be Recorded in The Land Records (For Fixtures Only).

..XX.. Subject to Recordation Tax on principal amount of $...14,500.00.....

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

1. The name(s) and address(es) of the Debtor(s) is(are)

| Name of Debtor | Address |
|---|---|
| Joanne M. Bernard, D.D.S. | 2411 Crofton Lane Suite 6-B<br>Crofton, MD 21114-1328 |

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland20707
to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):
All of borrowers Equipment now owned or hereafter acquired complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof including but not limited to the following: (see attached Schedule Describing Collateral)

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

RECORD FEE 11.00
RECORD TAX 101.50
POSTAGE .50
M326580 C489 R02 T08:55
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

5. ..XX..Proceeds)
) of the collateral are also specifically covered.
.....Products)

| Debtor | Secured Party (Assignee) |
|---|---|
| Joanne M. Bernard, D.D.S. | THE CITIZENS NATIONAL BANK |
| By: x Joanne M. Bernard, D.D.S. | By: x Marilyn F. Horton<br>Marilyn F. Horton, Vice President |
| By: ..... | |

Type or print all names and titles under signatures.

11.00
101.50
.50

115.50

# SCHEDULE DESCRIBING COLLATERAL

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the 5th day of December, 1991, by Debtors and is hereby expressly made a part of said SECURITY AGREEMENT.)

## DESCRIPTION OF COLLATERAL

BOOK 576 PAGE 369

| | | |
|---|---|---|
| 020A3055 | 1 | PRIORITY CHAIR W/EASY CLEAN NOV-8 |
| 020A4091 | 1 | DOUBLE ARTICULATING HEADREST IN LIEU OF STANDARD (SURF) |
| 020A3440 | 1 | MULTIFUNCTION ELECT FOOTSWITCH COLOR: CLOUD GREY 94120 |
| 020A4902 | 1 | EXCELLENCE DUO CART #2902 SERIAL# D8-58733 WITH 4-HOLE, GREY, STRAIGHT |
| 828~6900 | 1 | COLORIGHT LUBE FREE F.O.SYSTEM |
| 828S8050 | 1 | COLORIGHT ELECTRICAL SYSTEM |
| 828S4233 | 1 | 430K FO LUBE FREE H.P. W/SWVL |
| 828P1090 | 1 | TBG COLORIGHT 6' STR GREY |
| 609A5000 | 1 | CLASSIC DRS STOOL COLOR: CLOUD GREY 94120 |
| 609A6070 | 1 | CLASSIC ASSTS STOOL W/FIXED FOOTRING COLOR: CLOUD GREY 94120 |
| 370E9080 | 1 | GX-770 X-RAY |
| 059P7135 | 1 | PUSHBUTTON 821 250V-AC/DC EDW |
| 059P0328 | 1 | EXPOSURE PLATE CHROME W/HOLE |
| -828S7602 | 1 | TITAN-2 MOTOR 4LINE SWV 5K |
| 828S7685 | 1 | TITAN-2 PLUS STRAIGHT NOSECONE |
| 828S7680 | 1 | TITAN-2 PLUS MOTOR/ANGLE ADAPT |
| 828S1100 | 1 | TITAN-2 C/A BB LATCH HEAD |
| 020E4320 | 1 | CEILING MOUNTED LIGHT SERIAL# I0-70083 EM-RS SE-AH |

WITNESS: _____

WITNESS: _____

Joanne M. Bernard, D.D.S. _____ (SEAL)

_____ (SEAL)

ADDRESS: 2411 Crofton Lane Suite 6-B
(STREET)

Crofton, MD 21114
(CITY, COUNTY, AND STATE)

(SEAL)

(CORPORATE DEBTOR SIGN BELOW)

Attest: _____

BOOK 576 PAGE 370

285464

Debtor or Assignor Form

## MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 26,415.00 .
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

**DEBTOR**

M & M Machine Service, Inc.
(Name)
7604 Energy Parkway
(Address)
Baltimore, Maryalnd 21226

**SECURED PARTY (OR ASSIGNEE)**

THE FIRST NATIONAL BANK OF MARYLAND
Attn: June R. Hornick
(Name of Loan Officer)
18 West St.
(Address)
Annapolis, Maryland 21401

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

1 - GEKA Hydraulic Ironworker Model Hydracrop 70S20, SErial No. 3654.
complete with standard equipment.

RECORD FEE 11.00
RECORD TAX 185.50
POSTAGE .50
#326590 C489 R02 T08:55
01/22/92
MARY M. ROSE
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)**

M & M Machine Service, Inc. (Seal)
(Seal)
(Signature)
Edwin J. Mosmiller, Jr., President
(Print or Type Name)

**DEBTOR (OR ASSIGNOR)**

(Seal)
(Seal)
(Signature)
(Print or Type Name)

BS-0850A-8406

11.00
185.50
.50

AA Co

BOOK 576 PAGE 371

# MARYLAND FINANCING STATEMENT TERMINATION

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

Roll No. 523 Page No. 433

Identification No. 271821 Dated 3/1/88

1. Debtor(s)
   James P. Graham,IV, T/A Graham Landscape Architecture
   Name or Names — Print or Type
   229 Prince George St., A.A., Annapolis, Maryland 21401
   Address — Street No., City - County State Zip Code

2. Secured Party
   The First National Bank of Maryland
   Name or Names—Print or Type
   18 West St., A.A., Annapolis, Maryland 21401
   Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

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

RECORD FEE 10.00
POSTAGE .50
#326600 C489 R02 T08:56
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

G.L.

Dated: January 8, 1992

The First National Bank of Maryland
(Name of Secured Party)

(Signature of Secured Party)

Nicholas P. Lambrow, Vice President
Type or Print (Include Title if Company)

BS-1216D-8406

10.00

STATE OF MARYLAND BOOK 576 PAGE 372

73112129

# FINANCING STATEMENT FORM UCC-1

Identifying File No. 285465

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

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

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

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

1. DEBTOR

Name WILLIAM MEIKELJOHN JR DENISE D. MEIKELJOHN

Address 60 Summerhill Park CROWNSVILLE, MD 21032

2. SECURED PARTY

Name MIDDLE CREEK INVESTMENT CORP MIDDLE CREEK SALES, INC.

Address P.O. BOX 702

INWOOD WV 25428

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

3. Maturity date of obligation (if any)_____

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

1992 CARRIAGE HILL 28 X 60 FLEETWOOD ENTERPRISES SERIAL# PAFLM22AB03121CG AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFED ON THE MANUFACTURERS INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR THE STATE LAW EQUIVALENT STATUTE."

Name and address of Assignee
GREEN TREE
CONSUMER DISCOUNT COMPANY
300 WEYMAN PLAZA SUITE 480
PITTSBURGH, PA 15236

**CHECK ☒ THE LINES WHICH APPLY**

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

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

RECORD FEE 12.00
POSTAGE .50
#327070 C489 R02 T09:46
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Denise D. Meikeljohn
(Signature of Debtor)
DENISE D. MEIKELJOHN
Type or Print Above Name on Above Line

William D. Meikeljohn Jr
(Signature of Debtor)
WILLIAM MEIKELJOHN JR
Type or Print Above Signature on Above Line

Robert L Frazier
(Signature of Secured Party)
MIDDLE CREEK INVESTMENT CORP
Type or Print Above Signature on Above Line

12.00
50

BOOK 576 PAGE 373

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)
MIKLASZ JOSEPH A.
402 CRAIN HWY N.W.
GLEN BORNIE MD 21061
215403319 AC

2. SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3. MATURITY DATE (If Any): 07FEB97

FOR FILING OFFICER (Date, Time and Filing Office)
RECORD FEE 10.00
POSTAGE .50
#327320 C499 R02 T10:18
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 265922

Filed with ANNE ARUNDEL MD Date Filed 07FEB87

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

6. [X] TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.

7. [ ] ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8. [ ] AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.

9. [ ] RELEASE - Secure Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Number of Additional Sheets Presented

TO:
CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

10JAN92

JOHN DEERE COMPANY

By:

Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable.)

By: D. L. Walters Director, Installment Finance - For:

Signature(s) of Secured Party(ies)

[ ] JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
[X] JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM — FORM UCC-3

10.00

BOOK 576 PAGE 374

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

3. MATURITY DATE (If Any): 07FEB99

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)
MIKLASZ JOSEPH A.
402 CRAIN HWY N.W.
GLEN BORNIE MD 21061
215403319 AC

2. SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 51000
BK 01 PG 1022
Filed with ANNE ARUNDEL MD Date Filed 07FEB87

RECORD FEE 10.00
POSTAGE .50
#327330 C489 R02 T10:27
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

6. [X] TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.

7. [ ] ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8. [ ] AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.

9. [ ] RELEASE - Secure Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10

Number of Additional Sheets Presented:

TO:
CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

10JAN92

JOHN DEERE COMPANY

By: D. L. Walters Director, Installment Finance - For:
Signature(s) of Secured Party(ies)

[ ] JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
[X] JOHN DEERE COMPANY

By:
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM — FORM UCC-3

10.50

BOOK 576 PAGE 375

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)
BOEHM ALAN
1528 STEPHENS CH RD
CROWNSVILLE MD 21032
213609133 AA

2. SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3. MATURITY DATE (If Any): 16DEC99

FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 270987
Filed with ANNE ARUNDEL MD BK 521 PG 20 Date Filed 16DEC87

RECORD FEE 10.00
POSTAGE .50
#327340 C489 R02 T10:32
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

6. [X] TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.

7. [ ] ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8. [ ] AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.

9. [ ] RELEASE - Secure Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Number of Additional Sheets Presented

TO:
CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

10JAN92

JOHN DEERE COMPANY

By:
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By: D. L. Walters Director, Installment Finance - For:
Signature(s) of Secured Party(ies)

[ ] JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
[X] JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM — FORM UCC-3

10.00
13

10.50

# STATE OF MARYLAND

ANNE ARUNDEL COUNTY, MD
BOOK 576 PAGE 376

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 278195

RECORDED IN LIBER Book 544 FOLIO Page 384 ON 8/8/89 (DATE)

1. DEBTOR

Name TRANSFINANCIAL LEASING CORP.

Address The Steffey Bldg Ste 200B 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name PACCOM LEASING CORPORATION

Address 1221 SW Yamhill

Portalnd, Ore 97205

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#327350 C489 R02 T10:33
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated

Carol Taunt Mgr
(Signature of Secured Party)

Carol Taunt Mgr, Leasing Operation
Type or Print Above Name on Above Line

10.00

285466

BOOK 576 PAGE 377

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)
Pope, David M
5642 Furnace Ave
Elkridge, MD 21227

2. Secured Party(ies) and address(es)
Sunshine Boat Sales
7322 Ritchie Hwy.
Glen Burnie, MD 21061
(301) 768-3500

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 11.00
POSTAGE .50
#327370 C489 R02 T10:37
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:
1991 Evinrude Engine 28 Hp
MODEL E28ESLEI
SERIAL # 2951537

5. Assignee(s) of Secured Party and Address(es)
Rose Shanis & Sons Inc
7565 Ritchie Hwy
Glen Burnie MD 21061

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

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

Filed with Clerk of Circuit Court, Anne Arundel Co., PO Box 71, Annapolis Md 21404

By: Dave Pope
Signature(s) of Debtor(s)

By: P. N. Andel PRES
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

11.00

BOOK 576 PAGE 378

285467

I hereby certify that $750.75 has been paid to the State Department of Assessments and Taxation.

Debtor or Assignor Form

## MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 227,349.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

**DEBTOR**

HARBOR RADIOLOGISTS PA
(Name)
3001 SOUTH HANOVER ST
(Address)
BALTIMORE MD 21230

**SECURED PARTY (OR ASSIGNEE)**

THE FIRST NATIONAL BANK OF MARYLAND
Attn: SAMUEL B BAYNE, JR
(Name of Loan Officer)
18 WEST ST
(Address)
ANNAPOLIS MD 21401

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

located at ~~1700~~ Crain Hwy., South, Ste. 3F1 North Wing
LB Glen Burnie, MD 21061

| DESCRIPTION/SERIAL NO. | |
|---|---|
| ORBITER 37 ZLC/DIG DOT 3/8" | serial number 97288 |
| TILT-TOP CART FOR DOT | serial number 01508 |
| ECT PATIENT HANDLING SYSTEM/ | serial number 03472 |
| SPECT PALLET W/HEAD REST/PADS | |
| COMPUTER INTERFACE KIT | |
| BODY WRAP | serial number 01474 |
| PARALLEL LEAP 140 KEV | serial number 91184 |
| REMOTE FOOTSWITCH | serial number 00003 |
| ICON P | serial number 0001 |
| HIGH RESOLUTION 19" COLOR | |
| CD-ROM DRIVE FOR ICON | |
| ETHERNET FOR ICON AP/F140+ | |
| DEC PATHWORKS CLIENT LICENSE | |
| DEC PATHWORKS MEDIA AND | |
| SEIKO POSTSCRIPT PRINTER | serial number OCA76600 |
| SEIKO/CH721U 3 COLOR INK SHEET | |
| SEIKO/CH811U COPY PAPER | |
| CTC UPGRADE FOR ICON | |

ORIGINAL

RECORD FEE 12.00
POSTAGE .50
#327380 C489 R02 T10:38
01/22/92
MARY M. ROSE
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)**

Harbor Radiologists, PA (Seal)
Lee Goodman M.D. (Seal)
(Signature)
LEE GOODMAN, M.D.
(Print or Type Name)

**DEBTOR (OR ASSIGNOR)**

(Seal)
Fred C. Ashman (Seal)
(Signature)
FRED C. ASHMAN, MD.
(Print or Type Name)

BS-0850A-8406

12 00
50

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

BOOK 576 PAGE 379

**FINANCING STATEMENT**

285468

1. Name & Address of Debtor: EDWARD E. BIRD and PATRICIA A. BIRD, 1532 Marco Drive, Pasadena, MD 21122

2. Name & Address of Secured Party: BANK OF ANNAPOLIS, 1900 Fairfax Road, Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All the fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and components or parts thereof and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the Property (whether or not delivered thereto), and all such as are now or hereafter located in or upon the Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, to the extent now or hereafter existing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present

14.00
.50
01/22/92
ROSE
CIRCUIT COURT

and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property and other property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

_____ (SEAL)
EDWARD E. BIRD

_____ (SEAL)
PATRICIA A. BIRD

Secured Party:

BANK OF ANNAPOLIS

By: _____ (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

bird.fs2 b005.165

EXHIBIT "A"

BEING known and designated as Lot 41, Block C, as shown on the Plat entitled "Section 2, Greenhill Manor", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 49 folio 37.

Being the same lot of ground which deed dated April 16, 1991 and recorded among the Land Records of Anne Arundel County at Liber 2749, page 473, was granted and conveyed by Charley D. Price, trading as the Price Organization unto Edward E. Bird and Patricia A. Bird.

K:\docs\boo5.167\bird.exa

043749

BOOK 576 PAGE 380

285469

Debtor or Assignor Form

# FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 25,000.00

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

| Name of Debtor | Address |
|---|---|
| Richard B. Garden, DDS | 1507 Ritchie Highway<br>Arnold, MD 21012 |

## SECURED PARTY

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

Attach separate list if necessary

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

All inventory, equipment, furniture and fixtures now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such inventory, equipment and furniture and fixtures including but not limited to - see attached schedule "A".

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

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

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

RECORD FEE 11.00
RECORD TAX 175.00
POSTAGE .50
M0PB390 C263 R01 T12:1
01/22/9
MARY M. ROSE
AA CO. CIRCUIT COURT

Debtor (or Assignor)

Richard B. Garden, DDS

Secured Party (or Assignee)

**FARMERS NATIONAL BANK OF MARYLAND**

BY Mary Jo Clark
Mary Jo Clark, AVP

Type or print names under signatures

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

11-
175-
50

043749

BOOK 576 PAGE 381

RICHARD B. GARDEN, D.D.S.
PRACTICE LIMITED TO ORAL & MAXILLOFACIAL SURGERY

1507 RITCHIE HWY., SUITE 105
ARNOLD, MARYLAND 21012
TELEPHONE: (301) 757-9505

SCHEDULE "A"

EQUIPMENT LIST

Criticare patient monitor 490-88873
Periapical X-Ray 890141
2 Dental chairs
Panorex Panoura-10 2F-023
X-Ray processor All-Pro AR 20543
Duplicating machine XRD810
Autoclave MDT Castle 690783
Ultrasonic E&D Slimline 89-52-1159
Overhead chair light LFT-H9-6281

Canon PC-5II copier CQE09580
Citizen Fax 1000 G3 Portable Fax 601553
Typewriter Xerox Memorywriter 6015 AQX-9PV-6015-ETS

043746

BOOK 576 PAGE 382

285470

Debtor or Assignor Form

# FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 21,000.00

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

**Name of Debtor**

Francis R. Moreland
Betty L. Moreland

**Address**

813 Main St.
Galesville, MD 20765

## SECURED PARTY

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

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral): 1-New Vermeer 1250 Brush Chipper Serial #2278
1-Air Curtain Destructor #CP20-0051-2-90

RECORD FEE 12.00
RECORD TAX 147.00
POSTAGE .50
#088400 C263 R01 T12:19
01/22/92
MARY M. ROSE
AA CO. 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 ☐ 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)

Francis R. Moreland
Francis R. Moreland

Betty L. Moreland
Betty L. Moreland

Secured Party (or Assignee)

**FARMERS NATIONAL BANK OF MARYLAND**

BY Mary Jo Clark
Mary Jo Clark, AVP

Type or print names under signatures

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

12
147
50

A91-11-055B

Cp

BOOK 576 PAGE 383

# FINANCING STATEMENT

285471

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: LOVELL REGENCY HOMES LIMITED PARTNERSHIP
c/o Y. J. Lovell (America) Inc.
102 Old Solomons Island Road
Annapolis, Maryland 21401

2. NAME AND ADDRESS OF SECURED PARTY: Maryland National Bank
10 Light Street
Baltimore, Maryland 21202
Mail Stop #021901
Attn: Real Estate Industries Group

RECORD FEE 14.00
POSTAGE .50
#042100 C191 R03 T11:55
01/22/92
MARY M. ROSE
ANN CO. CIRCUIT COURT

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

G.L.

14
.50

agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Twelfth Amendment to Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and Constance M. Grimes, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:

LOVELL REGENCY HOMES LIMITED PARTNERSHIP

By: LOVELL HOMES ~~(AMERICA)~~ INC.,
GENERAL PARTNER

By: _____ (SEAL)

Its President

Filing Officer: After recordation, please return this Financing Statement to:

Capitol Title Insurance Agency, Inc.
102 Old Solomons Island Rd. #3000
Annapolis, MD 21401

~~Patricia A. Rowe~~
~~Hogan & Hartson~~
~~111 South Calvert Street~~
~~Baltimore, Maryland 21202~~



4011W

Not Subject To Recordation Tax
(see paragraph 5 below)

285472

To Be Recorded:

✓ Financing Statement Records Anne Arundel County, Maryland
— Land Records - Anne Arundel County, Maryland
— Financing Statement Records - State Department of Assessments and Taxation

INDEMNITY FINANCING STATEMENT

1. Debtors/Indemnitors: Address:

DAVID DALO
LINDA DALO

5612 Carvel Street
Churchtown, Maryland 20733

RECORD FEE 14.00
POSTAGE .50
M2026B0 C603 R04 T13:43

2. Secured Party: Address:

STERLING BANK &
TRUST CO.

111 Water Street
Baltimore, Maryland 21202-1025
Attention: Patricia A. Jenkins,
Senior Vice President

01/22/92

3. THIS INDEMNITY FINANCING STATEMENT COVERS all of the following property of the Debtors, both now owned and existing and hereafter owned, existing, acquired, created and arising, and all of the Debtors' both now existing and hereafter acquired rights, title and interest in and to such property (all of such property described below and such rights, title and interest being herein collectively called the "Collateral"):

(a) Fixtures, etc. (i) Any property deemed by applicable law to be a fixture and part of the real property described in Exhibit A attached hereto and made a part hereof (the "Land") or buildings located thereon, (ii) all equipment (as such term is defined by the Maryland Uniform Commercial Code) and other personal property of every kind both now and hereafter owned by the Debtors and located in or on, or used in connection with, the Land or buildings located thereon and/or the construction thereof, including, again without limitation, all building, development and construction materials, additions, parts, fittings, accessories, special tools, attachments and accessions now or hereafter affixed thereto and/or used in connection therewith, and (iii) all alterations, additions and accessions to such buildings, improvements and property, substitutions therefor and replacements thereof, all of the foregoing described in this subpart (iv), together with any buildings and other structures both now and

14
30

I:\JMK\CLI\134890.MSC
December 19, 1991

hereafter located on the Land, are herein called collectively the "Improvements".

(b) Leases, etc. All leases of all or any part of the Land and Improvements both now and hereafter existing (each a "Lease" and collectively the "Leases") and all rents, income, profits and other benefits of, from, arising out of, or attributable to, the Land and the Improvements both now existing and hereafter arising.

(c) Judgments, etc. All judgments, awards, payments, proceeds, settlements or other compensation both now and hereafter made for or in respect of the Land or any part thereof and/or the Improvements or any part thereof, 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.

(d) Conversion Proceeds, etc. All proceeds of the conversion, voluntary or involuntary, and interest payable thereon, of any Lease, of any part of the Land and/or the Improvements 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 Land and the Improvements and the right to collect and receive the same.

(e) Proceeds and products, etc. All cash and noncash proceeds and products of the Collateral described in parts (a), (b), (c), and (d) immediately above.

4. A portion of the Collateral is or my become affixed to the Land and the Improvements thereon. The Debtors are the record owners of the Land and the Improvements.

5. The Debtors hereby certify that the underlying transaction is exempt from recordation tax pursuant to 58 Op. Att'y Gen. 792 (1973) and 74 Op. Att'y Gen. 163 (1989).

DEBTORS/INDEMNITORS:

_____(SEAL)
David Dalo

_____(SEAL)
Linda Dalo

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

Colleen Helmlinger, Legal Assistant
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

I:\JMK\CLI\134890.MSC
December 19, 1991

Exh. 5, 5A



LOT NUMBERED THREE (3) AND RESERVE LOT IN THE SUBDIVISION KNOWN AS "ADMINISTRATIVE PLAT, PARKER CREEK VIEW," LOT 1-4 AS PER PLAT RECORDED IN PLAT BOOK 132 AT PLAT 1 ONE OF THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND BEING IN THE 7TH ELECTION DISTRICT.

LOT NUMBERED THREE (3) IN THE SUBDIVISION KNOWN AS PARKER CREEK VIEW, LOT 1-6 A, RESUBDIVISION•LOTS 1-4, PARKER CREEK VIEW AS PER PLAT RECORDED IN PLAT BOOK 136 AT PLAT 41 AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND BEING IN THE 7TH ELECTION DISTRICT.

Note: Both descriptions are used due to the fact that the latter subdivision can become null and void.

BEING THE SAME PROPERTY DESCRIBED IN LIBER 5199 AT FOLIO 269.

BOOK 576 PAGE 389 No. _____

285473

# 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) | 2. SECURED PARTY and Address |
|---|---|
| Eastern Cable & Communications Corp.<br>405 Homewood Road<br>Linthicum, MD 21090 | KEY FEDERAL SAVINGS BANK<br>7F Gwynns Mill Court<br>Owings Mills, Maryland 21117<br>Attn: Ross L. Brown<br><br>**Return to Secured Party** |

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

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

RECORD FEE 11.00
POSTAGE .50
#042720 C191 R03 T13:24
01/22/92
MARY M. ROSE
CLERK CIRCUIT COURT

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

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

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

☐ E. Other.

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

5. This transaction (is) ~~(is not)~~ exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: $ 35,000.00

DEBTOR:

Eastern Cable & Communications Corp.
(Type Name)

By: Cynthia M. Pohlman Pres.
Cynthia M. Pohlman, President

By: John L. Pohlman Jr.
John L. Pohlman, Jr., Vice President

SECURED PARTY:
KEY FEDERAL SAVINGS BANK

By: R L Brown

Ross L. Brown, Vice President
(Type Name)

December 20 19 91
(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.

BOOK 576 PAGE 390

State _____

County/City Anne Arundel Co.

## TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

This Termination Statement shall apply to Original Financing Statement, Identifying File No. 273728 recorded in Liber 529, Folio 331 on 7/13 19 88.

1. Debtor(s):

Name(s) Eastern Cable & Communications Corporation

Address 6427 Freedon Drive

Glen Burnie, Maryland 21061

2. Secured Party:

Name Signet Bank/Maryland

Address Baltimore & St. Paul Streets

Baltimore, Maryland 21203

RECORD FEE 10.00
POSTAGE .50
#042740 C191 R03 T13:20
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

The Secured Party further certifies they no longer claim a security interest under the original Financing Statement referred to above.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return same to the party designated below:

RETURN TO: Debtor's Address

Dated: 12/31, 1991

Secured Party:

Signet Bank/Maryland

By: _____

BAXTER M. PHILLIPS JR - V.P.

(Type Name and Title)

10.50

State _____

BOOK 576 PAGE 391

County/City Anne Arundel Co.

## TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

This Termination Statement shall apply to Original Financing Statement, Identifying File No. 274637 recorded in Liber 532, Folio 327 on 9/22 1988.

1. Debtor(s):

Name(s) Eastern Cable & Communications Corporation

Address 6427 Freedon Drive

Glen Burnie, Maryland 21061

2. Secured Party:

Name Signet bank/Maryland

Address Baltimore & St. Paul Streets

Baltimore, Maryland 21203

RECORD FEE 10.00

POSTAGE .50

The Secured Party further certifies they no longer claim a security interest under the original Financing Statement referred to above.

01/22/92

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return same to the party designated below:

AA CO. CIRCUIT COURT

RETURN TO: Debtor's Address

Dated: 12/31, 1991

Secured Party:

Signet Bank/Maryland

By: [signature]

BAXTER M. PHILLIPS JR - V.P.

(Type Name and Title)

105

State _____

County/City Anne Arundel Co.

BOOK 576 PAGE 392

## TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

This Termination Statement shall apply to Original Financing Statement, Identifying File No. 280110 recorded in Liber 552, Folio 339 on 2/28 19 90.

1. Debtor(s):

Name(s) Eastern Cable & Communication, Corp.

Address 405 Homewood Road

Linthicum, Maryland 21090

RECORD FEE 10.00
POSTAGE .50
#042750 C191 R03 T13:26
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. Secured Party:

Name Signet Bank/Maryland

Address Baltimore & St. Paul Streets

Baltimore, Maryland 21203

The Secured Party further certifies they no longer claim a security interest under the original Financing Statement referred to above.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return same to the party designated below:

RETURN TO: Debtor's Address

Secured Party:

Signet Bank/Maryland

Dated: 12/31, 1991

By: [signature]

BAXTER M. PHILLIPS JR - V.P.
(Type Name and Title)

15

State _____

County/City Anne Arundel Co.

BOOK 576 PAGE 393

## TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

This Termination Statement shall apply to Original Financing Statement, Identifying File No. 279093 recorded in Liber 548, Folio 67 on 11/7/ 19 89.

1. Debtor(s):

Name(s) Eastern Cable & Communication, Corp.

Address 405 Homewood Road

Linthicum, Maryland 21090

G.L.

2. Secured Party:

Name Signet Bank/Maryland

Address Baltimore & St. Paul Streets

Baltimore, Maryland 21203

RECORD FEE 10.00
POSTAGE .50
#042770 C191 R03 T13:26
01/22/92
MARY M. ROSE
CLK CIRCUIT COURT

The Secured Party further certifies they no longer claim a security interest under the original Financing Statement referred to above.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return same to the party designated below:

RETURN TO: Debtor's Address

Secured Party:

Signet Bank/Maryland

By: _____

BAXTER M PHILLIPS JR. - VP

(Type Name and Title)

Dated: 12/31, 1991

10.50

Anne Arundel County

BOOK 576 PAGE 394

## TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #270238 Dated 10-19-87

Record Reference Book 519 Page 101

2. DEBTOR:

Name: Eastern Cable & Communications Corporation
(Last Name First)

ADDRESS: 6427 Freedom Drive Glen Burnie, Md. 21061

RECORD FEE 10.00
POSTAGE .50
#042780 C191 R03 TX3:27
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. SECURED PARTY IS:

NAME: Signet Bank/Md. f/k/a Union Trust Co. of Md.

ADDRESS: P.O. Box 17063 Baltimore, Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS

See Above.

SECURED PARTY

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

BY: Steven M. Wrenn
(TITLE)
Commercial Lending Officer

DATED: July 7, 19 88

15 00

STATE OF MARYLAND

BOOK 576 PAGE 395

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

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 283212

**RECORDED IN LIBER** 566 **FOLIO** 136 **ON** 03/10/91 **(DATE)**

1. ~~DEBTOR~~XXX LESSEE:

Name SEVERN GRAPHICS, INC

Address 7590 Ritchie Highway Glen Burnie, MD 21061

2. ~~SECURED PARTY~~ LESSOR:

Name The Credit Life Insurance Company

Address One S. Limestone Street Springfield, OH 45502

First Federal Savings & Loan Association of Richmond
20 North 9th Street Richmond, IN 47374

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

RECORD FEE 10.00
POSTAGE .50
#042930 C191 R03 T13:41
01/22/92
MARY H. ROSE
CLERK CIRCUIT COURT

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

**CHECK ☒ FORM OF STATEMENT**

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

All equipment listed on original filing is assigned to:
First Federal Savings & Loan
Association of Richmond
20 North 9th Street
Richmond, IN 47374

GROUP AN
LEASE #5564.01

ANNE ARNUNDEL CO.

**Dated** 12/12/91

Catherine M. Lykins for
(Signature of ~~SECURED PARTY~~ LESSOR

The Credit Life Insurance Co.
**Type or Print Above Name on Above Line**

158

30038

Anne Arundel County
C-02-00847

# STATE OF MARYLAND

BOOK 576 PAGE 396

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

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 248556

**RECORDED IN LIBER** 464 **FOLIO** 517 **ON** 8/12/83 **(DATE)**

**1. DEBTOR**

**Name** O.P. Henschel, Inc.

**Address** 8 Platzer Lane, Glen Burnie, Maryland 21061

**2. SECURED PARTY**

**Name** Orix Credit Alliance, Inc. F/K/A Leasing Service Corporation

**Address** 1900 Sulphur Spring Road, Baltimore, MD 21227

1331A Ashton Road, Box 676 Hanover, MD 21076

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

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

**CHECK ☒ FORM OF STATEMENT**

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

RECORD FEE 10.00
POSTAGE .50
#042950 C191 R03 T13:42
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Orix Credit Alliance, Inc. F/K/A
Leasing Service Corporation

**Dated** _____

Frankie Tetlow
**(Signature of Secured Party)**

FRANKIE TETLOW ASST OPER
**Type or Print Above Name on Above Line**

1.5

BOOK 576 PAGE 397

285474

Ge 2.

# 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 Zales # 1178

Address 118 Annapolis Mall
Annapolis, Maryland 21401

2. **SECURED PARTY**

Name Interchron Ltd.

Address 904 Third Avenue
New Hyde Park, New York 11040

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

3. Maturity date of obligation (if any)_____

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

14K gold watches. Provided on consignment

" No recordation tax is necessary".

RECORD FEE 11.00
#043020 C191 R03 T13:53
01/22/92
MARY M. ROSE
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)

BETTINA S. SOLOMON
ASSISTANT SECRETARY

(Signature of Debtor)

Type or Print Above Name on Above Line

Bruce Hammer - Vice President

Bruce Hammer V.P.

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

285475

BOOK 576 PAGE 398

# 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 1/9/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name E.L.M. Truck Maintenance & Service, Inc. Ellery Mullenax

Address 730 Generals Highway, Millersville, MD. 21108

2. SECURED PARTY

Name Ed Hounshell

Address 3402 Davidsonville Rd.

Davidsonville, MD. 21035

RECORD FEE 12.00
POSTAGE .50
HOWARD 0191 R03 F13:53
01/22/92
MARY M. ROSE
CO. CIRCUIT COURT

3. Assignee of Secured Party Snap-on Tools Corporation

Address 7601 Brandon Woods Blvd., Pasadena, MD. 21226

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

4. Maturity date of obligation (if any) 1/9/97

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

(1) Press, OTC 1858, 358998
(1) Brake Lathe/Amco, 4100, 12769
(1) Belt/Amco, 4775,
(1) Truck Adaptor/Amco, 3481
(1) Belt/Amco, 6930
(1) Large Drum Outrigger/Amco, 5925
(1) Belt/Amco, 4728,

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)

x Ellery Mullenax
(Signature of Debtor)

Ellery Mullenax, President
Type or print above Signature on above line

(Signature of Debtor)

Type or print above Signature on above line

x Edward Hounshell
(Signature of Secured Party)

Ed Hounshell, Authorized Dealer
Type or print above name on above line

**PARTIES** 1-17-92

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

MADSEN & SALTON ENTERPRISES, INC.
D/B/A ~~FT. MEADE~~ TEXACO
2631 OLD ANNAPOLIS ROAD
HANOVER, MD 21076

1

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

1a

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

1b

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

**COPELCO LEASING CORPORATION**
**ONE MEDIQ PLAZA**
**PENNSAUKEN, NEW JERSEY 08110**

2

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

2a

**Special Types of Parties** (check if applicable):

[X] The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

[ ] The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

[ ] Debtor is a Transmitting Utility.

3

**SECURED PARTY SIGNATURE(S)**

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

a. [ ] **acquired after a change of name, identity or corporate structure** of the Debtor.

b. [ ] as to which the filing has lapsed.

c. already subject to a security interest in **another county** in Pennsylvania—

[ ] when the **collateral was moved** to this county.

[ ] when the **Debtor's residence or place of business was moved** to this county.

d. already subject to a security interest in **another jurisdiction** —

[ ] when the **collateral was moved** to Pennsylvania.

[ ] when the **Debtor's location was moved** to Pennsylvania.

e. [ ] which is **proceeds** of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

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

4

**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)

The seller (secured party) is taking a security interest in the listed equipment. This is a conditional sale contract and is not subject to recordation tax.

BOOK 576 PAGE 399

285476

5

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

[ ] Secretary of the Commonwealth.

[X] ~~XXXXXXXXXX~~ ANNE ARUNDEL County.

[ ] real estate Records of _____ County. 6

**Number of Additional Sheets** (if any): 7

**Optional Special Identification** (Max. 10 characters): **LEASE No.** 0-39765-0 8

**COLLATERAL**

Identify collateral by item and/or type:

~~XXXXXXXXXXXXXXXXXXXX~~
SEE SCHEDULE "A" ATTACHED HERETO AND FORMING A PART HEREOF.

EQUIPMENT LOCATION: 1356 DORSEY ROAD
HANOVER, MD 21076
VENDOR: EDEN SERVICES

RECORD FEE
#043060 C191 R03 T14:0
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

[X] (check only if desired) Products of the collateral are also covered. 9

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

a. [ ] **crops** growing or to be grown on —

b. [ ] goods which are or are to become **fixture** on —

c. [ ] **minerals** or the like (including oil and gas) as extracted on —

d. [ ] **accounts resulting from the sale of minerals** or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

**Street Address:**

**Describe at:** Book _____ of (check one) [ ] Deeds [ ] Mortgages, at Page(s) _____.

for _____ County. Uniform Parcel Identifier _____.

[ ] Described on Additional Sheet.

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

10

**DEBTOR SIGNATURE(S)**

Debtor Signature(s): MADSEN & SALTON ENTERPRISES, INC.
D/B/A ~~FT. MEADE~~ TEXACO

President

1

**(NAME/TITLE)** KEITH J. MADSEN, PRESIDENT

Vice President Sec.

1a

**(NAME/TITLE)** JEFFREY SALTON

1b

**(NAME/TITLE)**

11

RETURN RECEIPT TO:

**COPELCO LEASING CORPORATION**
**ONE MEDIQ PLAZA**
**PENNSAUKEN, NEW JERSEY 08110**

12

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

FILING OFFICE ORIGINAL

**NOTE — This page will not be returned by the Department of State.**

BOOK 576 PAGE 400

SCHEDULE "A" TO UCC 1 FINANCING STATEMENT

DEBTOR
MADSEN & SALTON ENTERPRISES, INC.
D/B/A FT. MEADE TEXACO
2631 OLD ANNAPOLIS ROAD
HANOVER, MD 21076

SECURED PARTY
Copelco Leasing Corporation
One Mediq Plaza
Pennsauken, NJ 08110

Equipment Description:

| | |
|---|---|
| 1 | MARK VII ROTOCLEAN/AQUAJET SCR SYSTEM |
| 1 | SCRB ON BOARD VORTEX DRYER SYSTEM, |
| 1 | FACTORY INSTALLED ON-BOARD PRE-SOAK WATER HEATER |
| 1 | AUTO.WATER SOFTENER-MODEL HB120, |
| 1 | ROLLER GUIDE RAILS,SPRAY WAX SYSTEM & SIGN |
| 1 | HIGH PRESSURE UNDER CARRIAGE & SIDEBODY SPRAY SYS |
| 1 | AUTOTEC CONTROL & ACCESS SYSTEM, |
| 1 | STAINLESS STEEL STAND FOR AUTOTEC |
| 2 | JE ADAMS STAINLESS VACS, MODEL 8600 |
| 1 | INSTALLATION KIT, FREIGHT, OFFLOADING |

**PARTIES** 1-17-92

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

Anne Arundel Medical Center
Franklin & Cathedral Streets
Annapolis, MD 21404

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**
**1700 SUCKLE PLAZA**
**PENNSAUKEN, NEW JERSEY 08110**

2

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

2a

**Special Types of Parties** (check if applicable):

[X] The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

[ ] The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

[ ] Debtor is a Transmitting Utility.

3

**SECURED PARTY SIGNATURE(S)**

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

a. [ ] **acquired after a change of name, identity or corporate structure** of the Debtor.

b. [ ] as to which the filing has lapsed.

c. already subject to a security interest in **another county** in Pennsylvania—

[ ] when the **collateral was moved** to this county.

[ ] when the **Debtor's residence or place of business was moved** to this county.

d. already subject to a security interest in **another jurisdiction** —

[ ] when the **collateral was moved** to Pennsylvania.

[ ] when the **Debtor's location was moved** to Pennsylvania.

e. [ ] which is **proceeds** of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

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

4

**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)

The seller (secured party) is taking a security interest in the listed equipment. This is a conditional sale contract and is not subject to recordation tax.

BOOK 576 PAGE 401

285477

5

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

[ ] Secretary of the Commonwealth.

[X] ~~Prothonotary of~~ ANNE ARUNDEL COUNTY County.

[ ] real estate Records of _____ County. 6

**Number of Additional Sheets** (if any): 7

**Optional Special Identification** (Max. 10 characters): **LEASE No.** 0391780 8

**COLLATERAL**

Identify collateral by item and/or type:

(2) ea. ACL 300 Coagulation Systems

VENDOR: INSTRUMENTATION LAB

RECORD FEE 11.00
#043070 C191 R03 T14:00
01/29/92

[X] (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)) —

MARY M. ROSE
AA CO. CIRCUIT COURT

a. [ ] **crops** growing or to be grown on —

b. [ ] goods which are or are to become **fixture** on —

c. [ ] **minerals** or the like (including oil and gas) as extracted on —

d. [ ] **accounts resulting from the sale of minerals** or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

**Street Address:**

**Describe at:** Book _____ of (check one) [ ] Deeds [ ] Mortgages, at Page(s) _____,

for _____ County. Uniform Parcel Identifier _____.

[ ] Described on Additional Sheet.

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

10

**DEBTOR SIGNATURE(S)**

Debtor Signature(s): ANNE ARUNDEL MEDICAL CENTER

1 _____
**(NAME/TITLE)**

1a _____
**(NAME/TITLE)**

1b _____
**(NAME/TITLE)**

11

RETURN RECEIPT TO:

**COPELCO LEASING CORPORATION**
**1700 SUCKLE PLAZA**
**PENNSAUKEN, NEW JERSEY 08110**

12

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

FILING OFFICE ORIGINAL

**NOTE — This page will not be returned by the Department of State.**

STATE OF MARYLAND

BOOK 576 PAGE 402

**UNIFORM COMMERCIAL CODE**

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

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 282134

**RECORDED IN LIBER** 561 **FOLIO** 68 **ON** 10/11/90 **(DATE)**

**1. DEBTOR**

**Name** SYSTEMS ENGINEERING ASSOC INT'L CORP

**Address** 2444 SOLOMON'S ISLAND RD SUITE 202, ANNAPOLIS MD 21401

**2. SECURED PARTY**

**Name** CONTINENTAL BANK

**Address** 1500 MARKET STREET, PHILA PA 19102

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

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

**CHECK ☒ FORM OF STATEMENT**

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

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

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

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

RECORD FEE 10.00
POSTAGE .50
#043080 C191 R03 T14:01
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

CONTINENTAL BANK
515 PENNSYLVANIA AVE
FT. WASHINGTON PA 19034
COLLATERAL DEPT 999

G.L.

**Dated** 10 50

CONTINENTAL BANK

**(Signature of Secured Party)**

Anne C Navarro, AVP

**Type or Print Above Name on Above Line**

ANNE C NAVARRO

(98)

PL

STATE OF MARYLAND

285478

# FINANCING STATEMENT

FOR BOOK C-1 576 PAGE 403 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 1/10/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Roy + Cheryl Rafter

Address 700 Shi Lane Stevensville Md 21666

2. SECURED PARTY

Name NORWEST FINANCIAL

Address 248 DEFENSE ST

ANNAPOLIS, MD 21401

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

3. Maturity date of obligation (if any) 1/10/95

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

RECORD FEE 12.00

POSTAGE .50

M043120 C191 R03 T14:05

01/22/92

MARY M. ROSE

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)

SAME AS ABOVE

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Roy A Rafter
(Signature of Debtor)

Roy RAFTER
Type or Print Above Name on Above Line

Cheryl L Rafter
(Signature of Debtor)

Cheryl RAFTER
Type or Print Above Signature on Above Line

Ernest W. Spriggs
(Signature of Secured Party)

ERNEST W. SPRIGGS
Type or Print Above Signature on Above Line

285479

BOOK 576 PAGE 404

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)

UES, Inc.
1595 Chickasaw Road
Arnold, MD 21012
Anne Arundel
4144-96568 C

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

**HEWLETT-PACKARD COMPANY**
**Finance & Remarketing Division**
1360 Kifer Road
Sunnyvale, CA 94086

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

RECORD FEE 17.00
POSTAGE .50
#043260 C191 R03 T14:32
01/22/92

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

Hewlett-Packard Equipment per the attached equipment schedule
***Debtor has authorized secured party to file
Proceeds of Collateral are covered

"This Equipment is not subject to recordation tax."
"Pursuant to tax Property article #12-108K(4)"
to perfect a security interest taken or retained by a seller of collateral to secure all or part of its price.

5. Assignee(s) of Secured Party and Address(es) MARY M. ROSE
AA CO. CIRCUIT COURT

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

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

Filed with:

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

UES, Inc.
**BY HEWLETT PACKARD COMPANY, ITS ATTORNEY IN FACT**

By: Jeane Johnson
Signature(s) of Debtor(s)

HEWLETT-PACKARD COMPANY

By: Jeane Johnson
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

**STANDARD FORM - FORM UCC-1.**

17.50

# HEWLETT-PACKARD

## VAB RENTAL EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

BOOK 576 PAGE 405

VAB Rental Agreement # 4144-96568 "C"

Ref: Master VAB Rental Agreement # 4144-96568 "C"

RENTING COMPANY: HEWLETT-PACKARD COMPANY ("HP")
Finance and Remarketing Division
331 E. Evelyn Avenue
Mountain View, CA 94041

RENTING COMPANY TAX I.D. #: 94-1081436

CUSTOMER: UES, Inc.
(Full Legal Name of Customer)

1595 Chickasaw Road
(Street Address)

Arnold (City) Anne Arundel (County) MD (State) 21012 (Zipcode)

Mark Sammond (301) 757-9961
(Contact Name and Phone Number)

Federal Tax I.D.#: _____

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF CUSTOMER:

Street Same as above

City _____ County _____ State _____ Zipcode _____

### Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement:

☒ Master VAB Rental Agreement # 4144-96568

☒ Demo Development Agreement # A4K32

☐ _____

☐ _____

### Terms and Conditions:

1. Non-Cancellable Agreement: THIS RENTAL EQUIPMENT SCHEDULE AND PAYMENT AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.

2. Term: The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date HP executes the same and shall expire 6 months following the "Rent Commencement Date" as defined in paragraph 2 of the above referenced Master Agreement. or upon the expiration of any applicable renewal period. However, if Customer has executed this Schedule and Agreement and the Equipment ordered has been delivered prior to HP's execution thereof, the term of this Schedule and Agreement shall be effective on the date of execution by Customer.

3. Rent: As payment for the Equipment rented hereunder throughout the term hereof. Customer agrees to pay HP, its successor or assigns the sum of $ 90.00 per month, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment as defined in the above referenced Master VAB Rental Agreement.

4. Purchase, Renewal, Return Options: Provided that no event of default has occurred and is continuing to occur at the end of the initial non-cancellable rental term. Customer shall have the option to exercise the following options by providing HP with thirty (30) days prior written notice of its intention to:

(i) purchase all or some of the Equipment covered by this Agreement for:

$$\left[\frac{\text{List Price of Equipment To Be Purchased}}{\text{Total List Price of Equipment}}\right] \times \left[\text{Total List Price of Equipment}\right] \text{ LESS } \left[\text{65\% of All Monthly Rents Received}\right] \text{ LESS } \left[\text{Above Referenced Demo Development Agreement Discount Percentage}\right]$$

plus any accrued late charges and taxes applicable to the transfer of this Equipment:

(ii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left[\frac{\text{List Price of Equipment to be Renewed}}{\text{Total List Price of Equipment}}\right] \times \text{Original Monthly Payment}$$

(iii) return in accordance with the above referenced Master VAB Rental Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

If Customer fails to notify HP of its intentions thirty (30) days prior to the expiration of this Agreement and Schedule, it is agreed that Customer shall renew all of the Equipment covered hereunder in accordance with option (ii) above.

During the renewal period, Customer may return all or some of the equipment in accordance with the above referenced Master Agreement or purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above by providing HP with thirty (30) days prior written notice. Sixty-five percent (65%) of all Rents received shall accrue toward subsequent purchase of the Equipment covered by this Schedule and Agreement up to an eighty percent (80%) maximum of the original Amount to Finance.

IF CUSTOMER EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED.

6. Early Buyout Option: At its option beginning with the fourth (4th) month following the Rent Commencement Date, Customer may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. Customer will be eligible to receive the Demo Development discount provided for in the above referenced Demo Development Agreement upon exercise of the Early Buyout Option.

7. Financing Statement: CUSTOMER HEREBY NOMINATES AND APPOINTS HP AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF EXECUTING ON ITS BEHALF FINANCING STATEMENTS (AND ANY APPROPRIATE AMENDMENTS THERETO) UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, FOR PROTECTIVE PURPOSES, RELATIVE TO THIS AGREEMENT AND THE EQUIPMENT RENTED HEREUNDER.

**Equipment Schedule:**

| Qty. | Model | Description | Item List Price | Extended List Price |
|---|---|---|---|---|
| Per attached equipment schedule: C | | | | |

**NET LIST PRICE** $4500.00

**TOTAL MONTHLY RENT*** $90.00

(*Rent does not include applicable use tax.)

By execution hereof, the signer certifies that s/he has read this Agreement and the attached Exhibits and that s/he is duly authorized to execute this Agreement on behalf of Customer.

**RENTING COMPANY: HEWLETT-PACKARD COMPANY**

BY: Larry E. Clay
Authorized Signature

NAME/TITLE: Larry E. Clay, Executive Vice Pres.

DATE: 29 November 1991

**CUSTOMER:** UES, Inc.

BY: _____
Authorized Signature

NAME/TITLE: _____

DATE: _____

HEWLETT PACKARD

BOOK 576 PAGE 407

EQUIPMENT SCHEDULE: C

LEASE #:

UES, INC.

| QTY | MODEL | DESCRIPTION | ITEM LIST PRICE($) | ITEM DISC | ITEM NET PRICE($) | EXTENDED NET PRICE($) |
|---|---|---|---|---|---|---|
| 1 | A1957A | UPGRADE KIT | 9000.00 | | 9000.00 | 9,000.00 |
| 1 | MA9 | DISCOUNT | -4500.00 | | -4500.00 | (4,500.00) |

| | |
|---|---|
| NET PRICE-HARDWARE | 4,500.00 |
| NET PRICE-SOFTWARE | 0.00 |
| TOTAL NET PRICE EQUIPMENT | 4,500.00 |
| OTHER COSTS | 0.00 |
| LESS DOWN PAYMENT | 0.00 |
| AMOUNT TO FINANCE | 4,500.00 |

* Indicates software item

STATE OF MARYLAND ANNE ARUNDEL COUNTY

# FINANCING STATEMENT

FORM UCC-1 BOOK 576 PAGE 408 Identifying File 285480

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 1-10-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TARIG NIAZI DBA MACEY'S CORNER EXXON, INC. T/A LAKE SHORE EXXON

Address Mountain Rd Pasadena, MD 21122

2. SECURED PARTY

Name SEABOARD LEASING CORPORATION

Address P.O. Box 570 Jessup, MD 20794

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

RECORD FEE 13.00
POSTAGE .50
#043270 C191 R03 T14:33
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

ALLEN MODEL # 62-840/32-671

SERIAL NUMBERS: E1H-M2216/A1L-L1248/D1E-M4841/A1K-F3856

Name and address of Assignee
THE ALLEN GROUP LEASING CORP.
37519 SCHOOLCRAFT ROAD
LIVONIA MI 48150

NOT SUBJECT TO RECORDATION TAX, CONDITIONAL SALES CONTRACT.

**CHECK ☒ THE LINES WHICH APPLY**

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

TARIG NIAZI DBA MACEY'S CORNER EXXON, INC. T/A LAKE SHORE EXXON

Type or Print Above Name on Above Line

(Signature of Debtor)

RENEE GARRETT - AS ATTORNEY IN FACT

Type or Print Above Signature on Above Line

James C McPherson (Bar)

(Signature of Secured Party)

JAMES C. MCPHERSON CFO

Type or Print Above Signature on Above Line

136

BOOK 576 PAGE 409

285481

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)
CARROLL AND SYLVIA WILKERSON
1221 MCKINLEY STREET
ANNAPOLIS MD 21403

2. Secured Party(ies) and address(es)
HOMEFIX CORP
8400 BALTIMORE BLVD
COLLEGE PARK MD 20740

3. Maturity date (if any):

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

RECORD FEE 12.00
POSTAGE .50
#043290 C191 R03 T14:34

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

(9) CLIMATROL VINYL REPLACEMENT WINDOWS WITH CUSTOM CAPPING AND HALF SCREENS
NOT SUBJECT TO RECORDATION TAX
(4) to perfect a security interest taken or retained by a seller of collateral to secure all or part of its price

5. Assignee(s) of Secured Party and Address(es)
AMERICAN GENERAL FINANCE, INC.
6201 LEESBURG PIKE
P.O. BOX 5143
FALLS CHURCH, VA 22044

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

Check [X] if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

By: Carroll Wilkerson
CARROLL WILKERSON
(Signature(s) of Debtor(s))

By: Sylvia Wilkerson
SYLVIA WILKERSON
(Signature(s) of Secured Party(ies))

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 576 PAGE 410

285482

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)

Fine, Bryant, & Wah, P.T. Chartered
150 F. Blades Lane
~~Baltimore, MD 21226~~
Glen Burnie MD 21061

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

A.B.L.E. LEASING, INC.
145 W. Lynford Rd.
Richboro, PA 18954

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

RECORD FEE 11.00
.50
#043400 C191 R03 T14:41
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

LEASED BY SECURED PARTY TO DEBTOR:
SEE ATTACHED SCHEDULE LISTING EQUIPMENT
LESSEE HAS NO RIGHT TO SELL OR DISPOSE OF EQUIPMENT

Conditional sale contract, recordation tax N/A.

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

Germantown Savings Bank
One Belmont Ave.
Bala Cynwyd, PA 19004

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

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented: 1

Fine, Bryant, & Wah, P.T. Chartered
Wayne Bryant, pres.

By: (X) Wayne D Bryant — President
Signature(s) of Debtor(s) — Title

A.B.L.E. LEASING, INC.
Art Freiberg, pres.

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

(1) Filing Officer Copy-Alphabetical

**STANDARD FORM - FORM UCC-1.**

(For Use In Most States)

# SCHEDULE "A"

Attached to and part of Conditional-Sale Contract (Security Agreement) or Lease Agreement of same date

between FINE, BRYANT, & WAH, P.T. CHARTERED, Debtor,

BOOK 576 PAGE 411

and A.B.L.E. LEASING, INC., Secured Party

| Property Description | Location | Mfgr. | Serial No. |
|---|---|---|---|
| BTE Model WS20 Work Simulator, #911210 | | | |
| Complete With Base, Console, Exercise Head & Attachments | | | |
| Dell Model 210 Computer 12.5 MHZ, 640 KB RAM, | | | |
| 40 MB Internal Hard Drive, 3½" 1.44 MB Floppy Dr., #oFNN1 | | | |
| 14" VGA Color Monitor, #U4100, 81874 | | | |
| Keyboard #00022918 | | | |
| NEC P3200 Pinwriter Printer, #400345 | | | |
| CaLibration Kit | | | |
| Computer Stand | | | |
| Quest Software System | | | |

Dated 1-10- 19 92

Debtor FINE, BRYANT, & WAH, P.T. CHARTERED
(Name of individual, corporation or partnership)

By (X) Wayne O Bryant, President
Title

-00262 10-85

ORIGINAL

BOOK 576 PAGE 412

# ASSIGNMENT, AMENDMENT, TERMINATION, PARTIAL RELEASE (UCC-3)

This Statement Refers To Original Statement, Identifying File No. 284 918

Recorded In Libre 574 Folio 78 On 11/5/91

LESSEE/OBLIGOR:
Jay W. Perskie
7900 Ritchie Highway
#103B Marley Station Mall
Glen Burnie, MD 21061

LESSOR/SECURED PARTY: BUTLER LEASING COMPANY
P.O. Box 677
Hunt Valley, Maryland 21030-0677

RECORD FEE 1.00
RECORD FEE 9.00
POSTAGE .50
A043410 C191 ROS 14:44
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

A. ____ ASSIGNMENT: The Secured Party certifies that it has assigned to the Assignee whose name and address is shown below Secured Party's rights under the Financing Statement whose file number is shown above and the property covered by it.

B. X AMENDMENT: The Financing Statement bearing the file number shown above is amended as follows: [redacted] (SEE ATTACHED)

C. ____ PARTIAL RELEASE: (See Below)

D. ____ TERMINATION

EQUIPMENT IS DELETED AND ADDED AS DESCRIBED ON THE ATTACHED AMENDMENT

LESSEE/OBLIGOR
Jay Perskie

BY: _____

Jay Perskie, Owner
PRINT NAME & TITLE

LESSOR/SECURED PARTY

BUTLER LEASING COMPANY

BY: Grace M Cubbage

Grace M Cubbage, Vendor Service Manager

FILING OFFICER: Please record and return to:

BUTLER LEASING COMPANY
P.O. Box 677
Hunt Valley, Maryland 21030-0677

15.8

BOOK 576 PAGE 413

# AMENDMENT
# GENERAL TERMS

AGREEMENT NO. _____

This Amendment is attached to and made a part of the above referenced AGREEMENT, which is hereby amended as follows:

The following equipment is deleted from the Equipment Schedule:

| | |
|---|---|
| 1 | EV2000 - Electronic Preview System with:<br>EV2000 Control Unit<br>WV-D5100 - Panasonic Video Camera<br>WV-LZ14/8AF - Auto Focus Zoom Lens<br>AG-800 Video Recorder/Player<br>CT-1382VY 13" Color Monitor |
| 1 | AG-ES100 Player |
| 1 | CT-2790VY 27" Color Monitor |
| 1 | 13" Color Monitor |

The following equipment is added to the Equipment Schedule:

| | |
|---|---|
| 1 | GVM-1300 Sony 19" Monitor S/N 2001451 |
| 1 | MVC-2000PF Sony mavica 2000 For Proofing S/N S010010575-4 |
| 1 | Bracket and cable set for Mamiya RZ-67 |
| 1 | MCS-100 Proofing Sync Box |
| 1 | Mamiya Cable |
| 1 | MVP-660 Still Video Player w/AC Adaptor S/N S010010546-2 |
| 1 | SMF-506 RGB Video cable |
| 1 | Used Mitsubishi Black & White Printer S/N |
| 1 | RZ Back |

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

LESSEE/DEBTOR
Jay W. Perskie T/A
Dazzie By Perskie Photographics

BY: _____

TITLE: Owner DATE: 1/8/92

LESSOR/SECURED PARTY

BUTLER LEASING COMPANY

BY: _____

TITLE: DATE:

D-11-01 REV. 4/91

BOOK 576 PAGE 414

SOVRAN BANK®

# Financing Statment

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

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

*Record:* ☐ Land ☒ Financing Statement } Liber 557 Folio 327 File # 281291

Recorded at Anne Arundel County Date of Financing Statement June 26, 1990

| | *Name* | *Address* No. Street | City | State |
|---|---|---|---|---|
| 1. Debtor(s) (or assignor[s]) | Classic VW, Inc. T/A Classic Motorcars | 1930 West Street | Annapolis, | Maryland 21401 |

2. Secured Party NationsBank of Maryland F/K/A
Sovran Bank/Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817

*Check ☒ The Lines Which Apply*

RECORD FEE 12.00
POSTAGE .50
#043440 C191 R03 T14:45
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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.

☐ 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)

_____

_____

January 16, 1992
(Date)

Secured Party: NationsBank of Maryland F/K/A
Sovran Bank/Maryland

By: Donald S. Gardiner

Donald S. Gardiner
(Type Name)

Vice President
(Title)

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

12.50

08 8005 (1/88) Maryland Supply Center

Sovran Financial Corporation
Sovran Bank/Maryland

EXHIBIT A to FINANCING STATEMENT

This Financing Statement covers the following types (or items) of property of the Debtor, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

a. Accounts. All of the accounts of the Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with all cash and non-cash proceeds thereof.

b. Chattel Paper. All of the chattel paper of the Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, and (ii) all cash and non-cash proceeds thereof.

c. Inventory. All of the inventory of the Debtor, whether now owned or hereafter acquired, and all proceeds (both cash and non-cash) and products thereof, including, without limitation, any motor vehicles used for demonstration, executive or similar purposes or which are returned to, or repossessed by, the Debtor and all replacements and substitutions and all parts and accessories.

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

e. Miscellaneous. All manufacturer's certificates of origin, certificates of title, commercial invoices, bills of lading, packing lists, inspection certificates, special customs invoices, insurance certificates, and documents of title representing or relating to inventory of the Debtor.

f. Insurance. The proceeds of any insurance policies now or hereafter covering any of the above-described property.

g. 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.

BOOK 576 PAGE 415-A BOOK 557 PAGE 329

CERTIFICATE FOR ALLOCATION OF
MARYLAND RECORDATION TAX

To: Clerk, Circuit Court for Anne Arundel County

Reference: Classic VW, Inc.

With respect to the above referenced loan and to the personal property (the "Collateral") securing said loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the collaterals are as follows:

| | | |
|---|---|---|
| 1. | Value of Accounts Receivable | $ 357,650 |
| 2. | Value of Inventory | 1,635,805 |
| 3. | Value of Equipment | 57,253 |
| 4. | Total Value of Collateral | $2,050,708 |

5. Computation of Amount of Debt not Exempt from Recordation Tax:

| Value of Non-Exempt Collateral / Value of Total Collateral | x | Total Amount of New Debt Secured | = | Amount of Debt Not Exempt from Tax |
|---|---|---|---|---|
| $ 57,253 / 2,050,708 | x | $ 425,000 | = | $ 11,865.43 |

6. Recordation Tax Due on Non-Exempt Debt, Rounded off

| | | | | |
|---|---|---|---|---|
| $ 12,000.00 | x | $ 7.00/1,000 | = | $ 84.00 |

Classic ~~VW, Inc.~~

by: [illegible]

Name [illegible]

Title [illegible]

BOOK 576 PAGE 416

SOVRAN BANK®

# Financing Statment

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

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

*Record:* ☐ Land ☒ Financing Statement } Liber 557 Folio 330 File # 281292

Recorded at Anne Arundel County Date of Financing Statement June 26, 1990

| | *Name* | *Address* No. Street | City | State |
|---|---|---|---|---|
| 1. Debtor(s) (or assignor[s]) | Classic VW, Inc. T/A Classic Motorcars | 1930 West Street | Annapolis, | Maryland 21401 |

2. Secured Party NationsBank of Maryland F/K/A
**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
POSTAGE .50
#043460 C191 R03 T14:46
01/22/92
MARY M. ROSE
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)

_____

_____

January 16, 1992
(Date)

Secured Party: NationsBank of Maryland F/K/A
**Sovran Bank/Maryland**

By: Donald S. Gardiner

Donald S. Gardiner
(Type Name)

Vice President
(Title)

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

15.50

08-8005 (4/88) Maryland Supply Center

Sovran Financial Corporation
Sovran Bank/Maryland

EXHIBIT A to FINANCING STATEMENT

This Financing Statement covers the following types (or items) of property of the Debtor, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

a. Accounts. All of the accounts of the Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with all cash and non-cash proceeds thereof.

b. Chattel Paper. All of the chattel paper of the Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, and (ii) all cash and non-cash proceeds thereof.

c. Inventory. All of the inventory of the Debtor, whether now owned or hereafter acquired, and all proceeds (both cash and non-cash) and products thereof, including, without limitation, any motor vehicles used for demonstration, executive or similar purposes or which are returned to, or repossessed by, the Debtor and all replacements and substitutions and all parts and accessories.

d. Miscellaneous. All manufacturer's certificates of origin, certificates of title, commercial invoices, bills of lading, packing lists, inspection certificates, special customs invoices, insurance certificates, and documents of title representing or relating to inventory of the Debtor.

e. Insurance. The proceeds of any insurance policies now or hereafter covering any of the above-described property.

f. 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, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above.

AA Co.
CM 12

STATE OF MARYLAND

# FINANCING STATEMENT

BOOK 576 PAGE 418 Identifying No. 285483

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Lonergan's Charter Service, Inc.

Address 1109 Boucher Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name First Maryland Leasecorp

Address 25 S. Charles Street/101-460, Baltimore, MD 21201

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

3. Maturity date of obligation (if any)_____

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

RECORD FEE 11.00
POSTAGE .50
#043500 CHG RCD T 14:48
01/12/72
MARY M. ROSE
AA CO. CIRCUIT COURT

Name and address of Assignee

The herein described property and all additions, attachments, replacement parts, substitutions, trade-ins, and improvements thereto, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the aforegoing.

See attached Schedule A for complete description and Serial Numbers

**CHECK ☒ THE LINES WHICH APPLY**

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

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

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Lonergan's Charter Service, Inc.

H. J. Lonergan Sr.
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

W. R. Brown Asst V.P.
(Signature of Secured Party)

William R. Brown, Assistant Vice President
Type or Print Above Signature on Above Line

11.5

| | |
|---|---|
| Two (2) new 1990 International Model 3800 school buses | S/N 1HVBBNEN7LH281749<br>1HVBBNEN3LH281750 |
| One (1) 1988 Cadillac Eldorado 2 door sedan | S/N 1GCEL1151JU627672 |
| One (1) new 1990 International Model 3800 school bus | S/N 1HVBBCFNOLH206569 |
| Three (3) 1987 International Model 1853 school buses with 66 passenger Thomas school bus bodies. | S/N 1HVLPCFN8HH488540<br>1HVLPCFNXHH488541<br>1HVLPCFN1HH488542 |
| One (1) 1987 International Model 1853 school bus with a 66 passenger Thomas school bus body. | S/N 1HVLPHYN8HHA19056 |
| Three (3) 1986 International Model 1853 school buses with 66 passenger Thomas school bus bodies | S/N 1HVLPHYN3GHA57860<br>1HVLPHYN2GHA57865<br>1HVLPHYN8GHA57871 |
| One (1) 1985 International Model 1853 school bus with a 66 passenger Thomas school bus body. | S/N 1HVLPHYN4FHA28107 |
| One (1) 1984 International Model 1853 school bus with a 66 passenger Thomas school bus body. | S/N 1HVLPHYN8EHA47175 |
| One (1) 1983 International Model 1853 school bus with a 66 passenger Thomas school bus body. | S/N 1HVBA1851DHA23657 |
| One (1) 1988 Ford Model F250 4 X 4 pick-up truck | S/N 1FTHF26M7JNA21696 |

JD LR

285484

BOOK 576 PAGE 420

**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:
   Gardiner & Gardiner, Inc.
   2111 Baldwin Avenue
   Crofton, MD 21114
2. The name and address of the Secured Party (or Assignee) is:
   First Virginia Commercial Corporation
   6400 Arlington Boulevard
   Falls Church, VA 22042
3. The maturity date of the obligation (if any) is:_____
4. This Financing Statement covers the following types (or items) of property: (Describe)
   As per Schedule "A" which is attached hereto and made a part hereof.

RECORD FEE 13.00
POSTAGE .50
#043550 C191 R03 T14:51
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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)

   XX (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):

Gardiner & Gardiner, Inc.

Francis E. Gardiner, Pres.

Francis E. Gardiner, Jr.
President

Secured Party:

First Virginia Commercial Corporation

By Nuran N. Bender
(AUTHORIZED SIGNATURE)

Nuran N. Bender
Assistant Vice President
(TYPE NAME AND TITLE)

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

No 89 9/79

13.50

SCHEDULE "A"

Attached hereto and made a part of Note and Security Agreement dated December 26, 1991 between First Virginia Commercial Corporation and Gardiner & Gardiner, Inc., Debtor

One (1) 1980 JOHN DEERE 450C crawler loader S/N 450CA-356680T

One (1) 1980 JOHN DEERE 500C loader backhoe S/N 337743

One (1) 1975 JOHN DEERE 410 loader backhoe S/N 410-221382T

One (1) Caterpillar 922B rubber tire loader S/N 59A-4638

One (1) ALLIS CHALMERS DD motor grader S/N DD-3548

One (1) 1982 INGERSOL RAND SP54 vibratory roller S/N 706C

One (1) 1979 Caterpillar D3B dozer S/N 23Y00402

One (1) 1977 Caterpillar 951C crawler loader S/N 86J4242

One (1) 1978 Caterpillar 955L crawler loader S/N 64J11264

One (1) Caterpillar 613 self loading pan S/N 71M1106

One (1) CLARK TT60 forklift S/N B51-2219

One (1) 1981 Caterpillar 215 hydraulic excavator S/N 96L02819

One (1) 1981 NORTHWEST skid steer loader S/N NW26823E

One (1) 1974 Caterpillar 613 self loading pan S/N 71M2673

One (1) 1983 Caterpillar 963 crawler loader S/N 11Z00278

One (1) 1978 Caterpillar 613B self loading pan S/N 38W6029

One (1) 1984 JOHN DEERE 510B Turbo 4x4 loader backhoe S/N T0510BG710925

One (1) JOHN DEERE 410 loader backhoe S/N 278722

One (1) 1985 Caterpillar 963 crawler loader S/N 11Z00625 with FLECO root rake attachment

One (1) 1985 Caterpillar D3B dozer S/N 27Y03192

One (1) 1985 INGERSOL RAND SP-48 vibratory roller S/N 5784

One (1) 1985 CASE 1835 skid steer loader S/N 17166181

One (1) 1986 CASE 1835 skid steer loader S/N 17166637

Gardiner & Gardiner, Inc.
Schedule "A"
Page Two

BOOK 576 PAGE 422

One (1) 1986 Caterpillar D6H dozer S/N 7PC00478

One (1) 1986 CASE 1835 skid steer loader S/N 17168667

One (1) 1986 INGERSOL RAND DA-28 vibratory roller S/N 5554

One (1) 1986 JCB 3CX B Sitemaster 4x4 loader backhoe
S/N 318623

One (1) 1986 KOMATSU D53P dozer S/N 80307

One (1) 1987 JOHN DEERE 410C 4x4 loader backhoe
S/N T0410CF738949

One (1) 1987 Caterpillar 950B rubber tire loader S/N 22Z02928

One (1) 1987 CASE 1835B skid steer loader S/N 17168277

One (1) CASE D100 backhoe attachment for 1835
S/N X1251084X

One (1) 1988 Caterpillar D4B dozer S/N 2XF00558

One (1) PARSONS T-120 walk-behind trencher S/N 419

One (1) 1984 MACK RD685 S/N 1M2P133C4EA010580

One (1) 1979 INTERNATIONAL Paystar 5000 S/N D3117JGB18890

One (1) 1980 INTERNATIONAL S-1700 S/N AA172KHB16334

One (1) 1976 FORD S/N K80BVC38655

One (1) 1986 PETERBILT S/N 1XP9D89X7GN202093

One (1) 1976 MACK R685 S/N R685ST63429

One (1) 1983 HYSTER 35-ton detachable trailer
SN 1HKPEFLA5DC023714

One (1) 1977 DORSEY 32' demo trailer S/N 11959

complete with all present and furture attachments, accessories, replacement parts, repairs, additions and all proceeds thereof.

BOOK 576 PAGE 423 285485

**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:
   Gardiner & Gardiner, Inc.
   2111 Baldwin Avenue
   Crofton, MD 21114
2. The name and address of the Secured Party (or Assignee) is:
   First Virginia Commercial Corporation
   6400 Arlington Boulevard
   Falls Church, VA 22042
3. The maturity date of the obligation (if any) is:_____
4. This Financing Statement covers the following types (or items) of property: (Describe)

   As per Schedule "A" which is 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 $ 500,000.00.

RECORD FEE 13.00
RECORD TAX 3500.00
POSTAGE .50
#043560 C191 R03 T14:51 01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Debtor(s):

Gardiner & Gardiner, Inc.

Francis E. Gardiner, Jr.
President

Secured Party:

First Virginia Commercial Corporation

By Nuran N. Bender
(AUTHORIZED SIGNATURE)
Nuran N. Bender
Assistant Vice President
(TYPE NAME AND TITLE)

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

No 89 9/79

13
3500
50

SCHEDULE "A"

Attached hereto and made a part of Note and Security Agreement dated December 26, 1991 between First Virginia Commercial Corporation and Gardiner & Gardiner, Inc., Debtor

One (1) 1980 JOHN DEERE 450C crawler loader S/N 450CA-356680T

One (1) 1980 JOHN DEERE 500C loader backhoe S/N 337743

One (1) 1975 JOHN DEERE 410 loader backhoe S/N 410-221382T

One (1) Caterpillar 922B rubber tire loader S/N 59A-4638

One (1) ALLIS CHALMERS DD motor grader S/N DD-3548

One (1) 1982 INGERSOL RAND SP54 vibratory roller S/N 706C

One (1) 1979 Caterpillar D3B dozer S/N 23Y00402

One (1) 1977 Caterpillar 951C crawler loader S/N 86J4242

One (1) 1978 Caterpillar 955L crawler loader S/N 64J11264

One (1) Caterpillar 613 self loading pan S/N 71M1106

One (1) CLARK TT60 forklift S/N B51-2219

One (1) 1981 Caterpillar 215 hydraulic excavator S/N 96L02819

One (1) 1981 NORTHWEST skid steer loader S/N NW26823E

One (1) 1974 Caterpillar 613 self loading pan S/N 71M2673

One (1) 1983 Caterpillar 963 crawler loader S/N 11Z00278

One (1) 1978 Caterpillar 613B self loading pan S/N 38W6029

One (1) 1984 JOHN DEERE 510B Turbo 4x4 loader backhoe S/N T0510BG710925

One (1) JOHN DEERE 410 loader backhoe S/N 278722

One (1) 1985 Caterpillar 963 crawler loader S/N 11Z00625 with FLECO root rake attachment

One (1) 1985 Caterpillar D3B dozer S/N 27Y03192

One (1) 1985 INGERSOL RAND SP-48 vibratory roller S/N 5784

One (1) 1985 CASE 1835 skid steer loader S/N 17166181

One (1) 1986 CASE 1835 skid steer loader S/N 17166637

SCHEDULE "A"

Attached hereto and made a part of Note and Security Agreement dated between First Virginia Commercial Corporation and Gardiner & Gardiner, Inc., Debtor

One (1) 1980 JOHN DEERE 450C crawler loader S/N 450CA-356680T

One (1) 1980 JOHN DEERE 500C loader backhoe S/N 337743

One (1) 1975 JOHN DEERE 410 loader backhoe S/N 410-221382T

One (1) Caterpillar 922B rubber tire loader S/N 59A-4638

One (1) ALLIS CHALMERS DD motor grader S/N DD-3548

One (1) 1982 INGERSOL RAND SP54 vibratory roller S/N 706C

One (1) 1979 Caterpillar D3B dozer S/N 23Y00402

One (1) 1977 Caterpillar 951C crawler loader S/N 86J4242

One (1) 1978 Caterpillar 955L crawler loader S/N 64J11264

One (1) Caterpillar 613 self loading pan S/N 71M1106

One (1) CLARK TT60 forklift S/N B51-2219

One (1) 1981 Caterpillar 215 hydraulic excavator S/N 96L02819

One (1) 1981 NORTHWEST skid steer loader S/N NW26823E

One (1) 1974 Caterpillar 613 self loading pan S/N 71M2673

One (1) 1983 Caterpillar 963 crawler loader S/N 11Z00278

One (1) 1978 Caterpillar 613B self loading pan S/N 38W6029

One (1) 1984 JOHN DEERE 510B Turbo 4x4 loader backhoe S/N T0510BG710925

One (1) JOHN DEERE 410 loader backhoe S/N 278722

One (1) 1985 Caterpillar 963 crawler loader S/N 11Z00625 with FLECO root rake attachment

One (1) 1985 Caterpillar D3B dozer S/N 27Y03192

One (1) 1985 INGERSOL RAND SP-48 vibratory roller S/N 5784

One (1) 1985 CASE 1835 skid steer loader S/N 17166181

One (1) 1986 CASE 1835 skid steer loader S/N 17166637

BOOK 576 PAGE 426

EB2411

Anne Arundel Cty.
$10.50

# 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 281132 recorded in Liber 557, Folio 73 on June 18, 1990.

1. DEBTOR(S):

Name(s): B/R International, Incorporated

Address(es): P.O. Box 7
Pasadena, Maryland 21122

2. SECURED PARTY:

Name: Maryland National Bank
ATTN: LDRU; 25-06-25

Address: 100 S. Charles Street
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.
Maryland National Bank
101 Bay St. Att: Emil D. Keller
Easton, MD. 21601

RECORD FEE 10.00
POSTAGE .50
#043570 C191 R03 T14:52
01/22/92
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 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.

9. Debtor:

Secured Party:

MARYLAND NATIONAL BANK

By: Shelly T. Elsezy

Shelly T. Elsezy, Loan Policy Officer

15 50

P.E.

BOOK 576 PAGE 427

# MARYLAND FINANCING STATEMENT AMENDMENT

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

Roll No. 510 Page No. 22

Identification No. 266734 Dated March 30, 1987

1. Debtor(s) { Blumenthal, Wayson, Downs & Offutt, P.A.
Name or Names — Print or Type
80 West Street, Suite 110 P.O. Box 868, Annapolis, MD 21404
Address — Street No., City - County State Zip Code

2. Secured Party { First National Bank of Maryland
Name or Names — Print or Type
18 West Street, Annapolis, Maryland 21401
Address — Street No., City - County State Zip Code

3. Maturity Date (if any) _____

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

As to Debtor:

Please amend name to read as follows:

Blumenthal, Wayson, Offut, Klos & Delavan, P.A.

RECORD FEE 10.00
POSTAGE .50
#043850 C191 R03 T15:25
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

DEBTOR

Blumenthal, Wayson, Offut, Klos, & Delavan, P.A.

President
(Signature)

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

(Signature of Loan Officer)

Stephanie P. Yancy Asst Vice President
(Print Name and Title)

18 West Street, Annapolis, MD 21401
(Address)

10.50

BS-1216C-8406

Anne Arundel County
A/C# C-02-09879-6
285486

BOOK 576 PAGE 428

# 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. $ 25,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of $175.00.

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

1. DEBTOR

Name Matthews, Louis M.

Address 1681 Preakness Drive Gambrills, MD 21054

2. SECURED PARTY

Name Orix Credit Alliance, Inc.

Address P.O. Box 676, 1331A Ashton Road Hanover, MD 21076

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

3. Maturity date of obligation (if any) _____

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."

GL

RECORD FEE 17.00
RECORD TAX 175.00
POSTAGE .50
#043940 C151 R03 T15:30
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

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

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

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Louis M. Matthews

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

Orix Credit Alliance, Inc.

Frankie C Tetlow
(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.
Type or Print Above Signature on Above Line

17
175
50.

BOOK 576 PAGE 429

**ORIX CREDIT ALLIANCE, INC.**
300 Lighting Way
Secaucus, NJ 07096-1525

# SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 14th day of January, 1992 by and between

Louis M. Matthews, having his principal place of business at
(Name of Mortgagor)

1681 Preakness Drive Gambrills, MD 21054
(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 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 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, of 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,

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:

Michael J. Brown
~~Secretary~~/Witness

**Louis M. Matthews** (Seal)
Mortgagor

By Louis M. Matthews owner w/ (Title)

STATE OF **Maryland**
COUNTY OF **Anne Arundel** } S.S.

_____ 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.

Louis M. Matthews
with-out Title

Sworn to before me this _____ day of _____ 19 ____

John Patrick White
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 authorizd 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"**
BOOK 576 PAGE 431

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated January 14, 19 92 between the undersigned.

| QUANTITY | DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used") | YEAR & MODEL | SERIAL NO. |
|---|---|---|---|
| Two (2) | Freightliner Dump Trucks W/14' Summit Aluminum Dump Bodies | 1986 FLC12064 | 2FVNYDY9XGV287285<br>2FVNYCY90GV287287 |
| | And all attachments and accessories thereto. | | |

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

**Secured Party/Seller/Mortgagee/Lessor:**

Orix Credit Alliance, Inc.

By: _____

**Debtor/Purchaser/Mortgagor/Lessee:**

Louis M. Matthews

By: Louis M. Matthews

FICA-L-28

285487

BOOK 576 PAGE 432

# FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Classic VW Inc. T/A Annapolis Mazda, VW
Address: 1930 West Street
Annapolis, Maryland 21401

2. Name of Secured Party: Annapolis Banking & Trust Company
Address: 1824 George Avenue
Annapolis, Maryland 21401

RECORD FEE 12.00

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

POSTAGE .50

4. This Financing Statement covers the following types (or items) of property:
All of debtor's inventory of new Mazda automobiles sold to debtor by Mazda Motor of America Inc. whether now existing or hereafter acquired.

#043950 C191 ROJ T15:31
01/22/92

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:

MARY M. ROSE
AA CO. CIRCUIT COURT

6. X Proceeds of collateral are also covered.

Debtor(s):
P. J. Prins pres.
.....
.....
.....

Secured Party: Annapolis Bank & Trust Co.
Classic VW Inc. T/A
Annapolis Mazda, VW
.....
(Type Name of Dealership)

By E R Amadio
(Authorized Signature)

E.R. AMADIO SR. V.P.
(Type Name and Title)

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

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

9-BPC

15.50

BOOK 576 PAGE 433

FINANCING STATEMENT 285488

NOT SUBJECT TO RECORDATION TAX:

NAME OF DEBTOR ADDRESS

Classic VW Inc. T/A Annapolis Mazda, VW
1930 West Street
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)

THE ANNAPOLIS BANKING AND TRUST COMPANY ADDRESS: 1824 George Avenue
ANNAPOLIS, MARYLAND

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 usuable 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
_____ Products
of the collateral are also specifically-covered

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

RECORD FEE 12.00
POSTAGE .50
#043970 C191 R03 T13:32
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

DEBTOR (OR ASSIGNOR)
Classic VW Inc. T/A
Annapolis Mazda, VW

BY: [signature]

BY:

SECURED PARTY (OR ASSIGNEE)

THE ANNAPOLIS BANKING AND TRUST CO.

BY [signature]

TITLE Sr. V.P.

12.50

TERMINATION STATEMENT

BOOK 576 PAGE 434

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 265418 Date January 3, 1987

Record Reference: Book 506 Page 464

2. DEBTOR is:

Name: Severn Companies, Inc.

Address: 410 Severn Avenue, Suite 404, Annapolis, MD 21403

(current address: 4640 Forbes Blvd., Lanham, MD 20706)

3. SECURED PARTY is:

Name: Annapolsi Federal Savings Bank, formally known as Annapolis Federal Savings & Loan

Address: P.O. Box 751 Annapolis, MD 21404

RECORD FEE 10.00
POSTAGE .50
RECEIVED FOR REC 11:40
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

Proceeds of Lease Agreement #0019 between Severn Companies, Inc. and Washington Gas Light Co. Digital Controls Intelligent Matrix Switch, Model No. 5001, IMS,8 x 8, Serial # 43465

RETURN TO:

Annapolis Federal Savings Bank
Consumer/Commercial Lending
P.O. Box 751, 140 Main Street
Annapolis, MD 21404

SECURED PARTY:

Annapolis Federal Savings Bank

BY: Robert E. Mann, Vice President
Robert E. Mann, Vice President (Title)

DATE: December 13, 1991

15.00

BOOK 576 PAGE 435

285489

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)
LEVANS, ROBERT A SR.
LEVANS, JUDITH A.
7952 CASTLE HEDGE DELL
GLEN BURNIE, MD 21061

2. Secured Party(ies) and address(es)
BETTER BUILT
4496 MOUNTAIN RD
PASADENA, MD 21122

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

RECORD FEE 12.00
POSTAGE .50
#044100 C191 R03 T15:40
01/22/92

4. This financing statement covers the following types (or items) of property:
1 - WP-50 PELLET STOVE
1 TON PELLETS

5. Assignee(s) of Secured Party and Address(es)
SECURITY PACIFIC
2568 A Riva Rd Suite 101
Annapolis, MD 21401

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

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

Filed with:

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

By: Judith A. Evans
Signature(s) of Debtor(s)

BETTER BUILT
By: Timothy Lemm
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) Filing Officer Copy-Alphabetical

BOOK 576 PAGE 436 285490

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 TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Union Chelsea National Bank

Address 609 5th Avenue

New York, NY 10017

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

RECORD FEE 11.00
POSTAGE .50
#044160 C191 ROJ 715:52
01/22/92
MARY H. ROSE
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)_____

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

To secure assignment to Union Chelsea National Bank of certain lease payments under certain True Lease Assignment dated 10/16/87, Schedule # 11, dated 8/25/88 between Assignor as Lessor and LEASE ACCOUNT # 001786 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated September 7, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

**Not Subject to Recordation Tax - CONDITIONAL SALES CONTRACT**

CHECK ☒ THE LINES WHICH APPLY

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

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

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

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Union Chelsea National Bank

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

11.50

ENCORE MARKETING INTERNATIONAL, INC. BOOK 576 PAGE 437 SCH 11

EQUIPMENT LIST

| | |
|---|---|
| (30) Thirty | Escalator Vinyl Wall Covering |
| (1) One | MIS Reconfiguration |
| (9) Nine | 4248 Inserts |
| (1) One | 6324 Inserts |
| (1) One | 4324 Inserts |
| (17) Seventeen | 30" Flipper Doors |
| (1) One | 48" Flipper Door |
| (1) One | Destroyit Data 16" Standard Shredder - Model #4202 |
| (1) One | Eyeball Fixture |
| (5) Five | 8' Track Lights (white) |
| (5) Five | Dimmer Switches |
| (1) One | 400 AMP ITE Circuit Breaker |
| (1) One | MSP Serial #2101540 |
| (2) Two | Monitors #7460730, #7442779 |
| (2) Two | WYSE #14U1041734, #14U1041706 |
| (1) One | HP Laser II F2814J44730 |
| (1) One | Epson Q130A, S/N A025166 |
| (1) One | Monitor 7442484 |
| (1) One | Keyboard Code A103A-AA, S/N 169304 |
| (1) One | IBM PS/2 Model 80, S/N 8005868 |
| (1) One | IBM Color Monitor S/N 0328391 |
| (1) One | Everex 1200B |
| (1) One | HP Laser II |
| (5) Five | 5' x 9' Tackable Panels |
| (1) One | Wyse 12.5 Mhz 1 meg Ram, 40 meg HD Hercules comp Amber |
| (1) One | Toshiba 1200m Laser Printer |

TransFinancial Leasing Corp.

BY: _____

TITLE: Frank J. Sarro III, President

Union Chelsea National Bank

BY: _____

TITLE: _____

bjw6.encore.eq

BOOK 576 PAGE 438

285491

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 Oct. 20, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Union Chelsea National Bank

Address 609 5th Avenue

New York, NY 10017

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

3. Maturity date of obligation (if any)_____

RECORD FEE 11.00

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

POSTAGE .50

To secure assignment to Union Chelsea National Bank of certain lease payments under certain True Lease Assignment dated October 6, 1987, Schedule #13, dated 10/14/88 between Assignor as Lessor and LEASE ACCOUNT #001786 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated October 20, 1988 between Assignor and Assignee:

AA CO. CIRCUIT COURT

See Attached Equipment List

Not Subject to Recordation Tax - CONDITIONAL SALES CONTRACT

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Union Chelsea National Bank

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

11.8

EQUIPMENT LIST

| | | |
|---|---|---|
| (1) | One | 8615-6/ 5' round table |
| (12) | Twelve | 8430-1300 Bio Chairs |
| (6) | Six | 8615-3/ 3' round table |
| (24) | Twenty-Four | 8700 Acton Stackers |
| (2) | Two | 6CAEM 30 X 72 Tilt Top Tables |
| (2) | Two | 306030DP pedestals |
| (1) | One | 3043BC Bookcase |
| (2) | Two | 4440/QU71 Executive chairs |
| (4) | Four | 416011/side chairs |
| (1) | One | IBM PS/2 Model 80,115MEG H.D, 2 MEG RAM, 20MHZ |
| (1) | One | AST Adapter W 8MEG RAM |
| (1) | One | Co-Processor 80387-20 |
| (1) | One | IBM VGA Monitor |
| (1) | One | Xenix 386 2.2.2 |
| (1) | One | Intellport Computone |
| (1) | One | Hayes 2400 External |
| (1) | One | Mountain 150 Tape Backup |
| (6) | Six | SP61610 phone |
| (5) | Five | SP61640 wall kit |
| (1) | One | SP61614 exec. phones |
| (1) | One | KSU w/enchanced module |
| (1) | One | SP61620-02 software |

TransFinancial Leasing Corp.

BY: Frank J. Gnoss

TITLE: _____

Union Chelsea National Bank

BY: _____

TITLE: _____

BOOK 576 PAGE 440

285492

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 Oct 20, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Union Chelsea National Bank

Address 609 5th Avenue

New York, NY 10017

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

RECORD FEE 11.00

POSTAGE .50

#044180 C191 R03 T15:52

01/22/92

3. Maturity date of obligation (if any)_____

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

To secure assignment to Union Chelsea National Bank of certain lease payments under certain True Lease Assignment dated October 6, 1987, Schedule # 14, dated 10/14/88 between Assignor as Lessor and LEASE ACCOUNT # 001786 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated October 20, 1988 between Assignor and Assignee:

MARY H. ROSE
AA CO. CIRCUIT COURT

See Attached Equipment List

G.L.

**Not Subject to Recordation Tax - CONDITIONAL SALES CONTRACT**

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro III

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Union Chelsea National Bank

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

EQUIPMENT LIST

| | |
|---|---|
| (2) Two | HCL7824 Worksurfaces |
| (24) Twenty-Four | HCL4224 Worksurfaces |
| (12) Twelve | EFF4242 panels |
| (12) Twelve | PFF4224 panels |
| (12) Twelve | PFF4218 panels |
| (2) Two | CAF36 flipper cabinets |
| (8) Eight | APB0612 pedestals |
| (4) Four | EFA6336 panel frames |
| (10) Ten | PFA6336 panel frames |
| (14) Fourteen | NUG3236 Plexi inserts |
| (28) Twenty-Eight | NPF3236 fabric inserts |
| (16) Sixteen | PHL90 connectors |
| (4) Four | STC36 transmission cables |
| (16) Sixteen | SOT11 two-sided outlets |
| (8) Eight | S0011 one-sided outlets |
| (12) Twelve | SBC42 base plates |
| (4) Four | SPPT power poles |
| (4) Four | PPC90 90 degree connectors |
| (4) Four | GVFTO vinyl T filler |
| (4) Four | PPCST straight connectors |
| (4) Four | 8430-2300 Bio chairs |
| (50) Fifty | 8430-1300 Bio chairs |
| (14) Fourteen | 62566 computer tables |
| (1) One | HCL7824 worksurface |
| (6) Six | EFF4242 panels |
| (4) Four | APB0612 pedestals |
| (2) Two | EFA6336 panel frames |
| (1) One | PFA6336 panel frames |
| (7) Seven | NUG3236 plexi inserts |
| (14) Fourteen | NPF3236 fabric inserts |
| (2) Two | STC36 transmission cables |
| (8) Eight | SOT11 two-sided outlets |
| (6) Six | SBC42 base plates |
| (2) Two | PPC90 90 degree connectors |
| (2) Two | GVFTO vinyl filler |
| (2) Two | PPCST straight connectors |
| (2) Two | WYSE 2108,40MEG H.D, 1MEG RAM, 1.2 Floppy Mono Monitor |
| (2) Two | Citizen MSP15 |
| (2) Two | Everex 2400B |

TransFinancial Leasing Corp.

BY: Frank J. Sarro III

TITLE: Frank J. Sarro, III, President

Union Chelsea National Bank

BY: _____

TITLE: _____

285493

BOOK 576 PAGE 442

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 August 19, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Union Chelsea National Bank

Address 609 5th Avenue

New York, NY 10017

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

RECORD FEE 11.00
POSTAGE .05
POSTAGE .45
#044190 C191 ROJ T15:52
01/22/92
CLERK OF CIRCUIT COURT

3. Maturity date of obligation (if any)_____

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

To secure assignment to Union Chelsea National Bank of certain lease payments under certain True Lease Assignment dated Oct. 6, 1987, Schedule # 04 (R), dated 4/1/88 between Assignor as Lessor and LEASE ACCOUNT # 001786 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 19, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

**Not Subject to Recordation Tax - CONDITIONAL SALES CONTRACT**

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Union Chelsea National Bank

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

118

## EQUIPMENT LIST

| QUANTITY | DESCRIPTION |
|---|---|
| 1 (one) | Wall for data entry and accounting |
| 25 (twenty five) | Clear plastic corner guards - length 8' |
| 1 (one) | Vestibule wall & door |
| 2 (two) | Condi desk E115 |
| 1 (one) | Condi credenza E214 |
| 1 (one) | American seating product |
| 1 (one) | Power poles & vinyl trim |
| 5 (five) | Work surfaces HCL5424 |
| 5 (five) | Pedestals APB0612 |
| 1 (one) | Door closure replacement |
| 2 (two) | Plexi glass inserts |
| 1 (one) | JAL Chair World S-CC Sliding Door Cabinet |
| 5 (five) | GSA M-100 Light oak computer stand |
| 1 (one) | 6900-80 Scale (Postage) |
| 3 (three) | Pedestal Desks w/flush returns & locks |
| 2 (two) | Hewlett Packard Laserjet Printer S/N's - 2803G08704 & |
| 1 (one) | Bel Tron AT PC w/monitor S/N A24010M |
| 1 (one) | 386 Bel Tron PC w/monitor & 40 mg hard drive S/N A24010E |
| 1 (one) | ACD OPT Gate Call Limit |
| 1 (one) | Custom Patch (BCS) |
| 1 (one) | Door Guard System on interior doors. |
| 1 (one) | PASCO Card Access Reader System on interior doors. Includes all accessories, installations and materials. |

TransFinancial Leasing Corp.

BY: Frank J. Jacobs

TITLE: President

Union Chelsea National Bank

BY: _____

TITLE: _____

BOOK 576 PAGE 444

285494

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 July 15, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Union Chelsea National Bank

Address 609 5th Avenue

New York, NY 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Union Chelsea National Bank of certain lease payments under certain True Lease Assignment dated Oct. 6, 1987, Schedule # 04(R), dated 4/1/88 between Assignor as Lessor and LEASE ACCOUNT # 001786 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 15, 1988 between Assignor and Assignee:

RECORD FEE 11.00
POSTAGE .50
#044200 C191 R03 T15:52
01/22/92
MARY M. ROSE
CLERK OF CIRCUIT COURT

SEE ATTACHED EQUIPMENT LIST

**Not Subject to Recordation Tax - CONDITIONAL SALES CONTRACT**

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Union Chelsea National Bank

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

118

## EQUIPMENT LIST

| QUANTITY | DESCRIPTION |
|---|---|
| 1 (one) | Wall for data entry and accounting |
| 25 (twenty five) | Clear plastic corner guards - length 8' |
| 1 (one) | Vestibule wall & door |
| 2 (two) | Condi desk E115 |
| 1 (one) | Condi credenza E214 |
| 1 (one) | American seating product |
| 1 (one) | Power poles & vinyl trim |
| 5 (five) | Work surfaces HCL5424 |
| 5 (five) | Pedestals APB0612 |
| 1 (one) | Door closure replacement |
| 2 (two) | Plexi glass inserts |
| 1 (one) | JAL Chair World S-CC Sliding Door Cabinet |
| 5 (five) | GSA M-100 Light oak computer stand |
| 1 (one) | 6900-80 Scale (Postage) |
| 3 (three) | Pedestal Desks w/flush returns & locks |
| 2 (two) | Hewlett Packard Laserjet Printer S/N's - 2803G08704 & |
| 1 (one) | Bel Tron AT PC w/monitor S/N A24010M |
| 1 (one) | 386 Bel Tron PC w/monitor & 40 mg hard drive S/N A24010E |
| 1 (one) | ACD OPT Gate Call Limit |
| 1 (one) | Custom Patch (BCS) |
| 1 (one) | Door Guard System on interior doors. |
| 1 (one) | PASCO Card Access Reader System on interior doors. Includes all accessories, installations and materials. |

TransFinancial Leasing Corp.

BY: Frank Jayson

TITLE: President

Union Chelsea National Bank

BY: _____

TITLE: _____

BOOK 576 PAGE 446

285495

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 July 15, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

192-003

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Union Chelsea National Bank

Address 609 5th Avenue

New York, NY 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Union Chelsea National Bank of certain lease payments under certain True Lease Assignment dated Oct. 6, 1987, Schedule # 06 dated 4/1/88 between Assignor as Lessor and LEASE ACCOUNT # 001786 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 15, 1988 between Assignor and Assignee:

RECORD FEE 1.30
POSTAGE .50
RECORD FEE 11.70
#044210 C171 A03 T15:53
01/22/92

SEE ATTACHED EQUIPMENT LIST

MARY M. ROSE
AA CO. CIRCUIT COURT

**Not Subject to Recordation Tax - CONDITIONAL SALES CONTRACT**

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Union Chelsea National Bank

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

13.00

## EQUIPMENT LIST

| Quantity | Description |
|---|---|
| 1 (one) | Remote site cabinet - A97GAL564 including<br>20 (twenty) Feet-4GA STR PVC UL/CSA 600V - 0039000060<br>1 (one) Scrw PHP 1/4-20X1/2 S/ST - 030000370<br>1 (one) Lockwasher 1/4 EXT STL CA - R31200525<br>1 (one) TRML Lug 4-2/0 GA Sldrls - 039000922<br>1 (one) Gal kit top cable exit - A87000205<br>1 (one) MXA Card - B91G32000<br>1 (one) PSU card-local - B91G32500<br>1 (one) Remote site cabinet - A93G36700<br>1 (one) Power supply - A93000456<br>16 (sixteen) Site cable 50 pin-50pin - 003211263<br>4 (four) Cabl.port interface shel - A70000579<br>20 (twenty) Marker cable - 039000931 |
| 1 (one) | Port int.-48 - A97GAL568 including<br>2 (two) MXA card - B91G32000<br>1 (one) PSU card-local - B91G32500<br>1 (one) Port interface shelf - B92G31000 |
| 1 (one) | IDF X-con panel-port INT - 019010533 |
| 1 (one) | Printer, Tally RO - A97GAL479 including<br>1 (one) Paper 103 col 147/8X11 - 009000252 |
| 1 (one) | Printer stand - 099000119 |
| 1 (one) | PMT Printer modem Grp - A97000875 including<br>2 (two) Conn elec - 019000524<br>2 (two) Conn elec parts - 019010437<br>75 (seventy five) feet-Cbl 7pr 24GA Sol Swed U - 003200158<br>2 (two) Marker cable - 039000931<br>1 (one) Modem, 2400BPS - 099000731 |
| 1 (one) | Printer local modem grp - A97000876 including<br>2 (two) Marker cable - 039000931<br>2 (two) Conn Elec - 019000524<br>2 (two) Conn elec parts - 019010437<br>75 (seventy five) feet-Cbl 7pr 24GA Sol Swbd U - 003200158<br>1 (one) Modem, 2400BPS - 099000731 |

TransFinancial Leasing Corp.

BY: Frank J. Sano III

TITLE: President

Union Chelsea National Bank

BY: _____

TITLE: _____

| Quantity | Description |
|---|---|
| 6 (six) | Supv modem grp lcl/rmt - A97000838 including |
| | 12 (twelve) Marker cable - 039000931 |
| | 6 (six) Modem, 2400BPS - 099000731 |
| | 6 (six) Conn elec - 019000524 |
| | 6 (six) Connector socket 25 pos - 019000567 |
| | 6 (six) Conn elec - 019000526 |
| | 12 (twelve) Conn elec parts - 019010437 |
| 1 (one) | Kit, end panel ind grad - A97001074 including |
| | 2 (two) Panel end industrial - 022101018 |
| | 2 (two) Bracket end panel upper - 021102600 |
| | 2 (two) Bracket end panel lower - 021102603 |
| | 8 (eight) Screw cap hex hd - 030825016 |
| | 8 (eight) Nut, hex #3/8-16/5/8AF - 031700062 |
| | 8 (eight) Lockwasher split 3/8 - 031000143 |
| | 16 (sixteen) Wshr 3/8 plain - 031000082 |
| | 2 (two) Nut, hex 1/4-20 x 7/16 AF - 031700047 |
| | 2 (two) Lockwashr 1/4 ext stl ca - R31200525 |
| | 2 (two) Trml lug 18-22GA 1/4 RN - 039000914 |
| | 2 (two) Scrw PHP 1/4-20x1/2 S/ST - 030000370 |
| | 4 (four) 18GA Str grn ipvc UL/CSA - 003121755 |
| | 4 (four) Nut hex 8-32 x 11/32 AF - 032000015 |
| | 4 (four) Lckwshr #8 ext sst - 031000081 |
| | 2 (two) Trml lug 18-22GA no 8 RN - 039000915 |
| | 2 (two) Scr php 8-32x3/8 - 030212906 |
| | 2 (two) Speed clip no.10 - 031500094 |
| | 2 (two) Lckwshr #10 ext stl cad - R31200519 |
| | 2 (two) Scrw Truss hd 3/4 THD - 030104112 |
| 1 (one) | CSU shelf,7-unit, 115VAC - 099000582 |
| 4 (four) | CSU terminal unit - 099000584 |
| 4 (four) | CSU signal monitor unit - 099000585 |
| 1 (one) | Interface module, 4WNS - A91G35200 |
| 1 (one) | Power supply - A93000456 |
| 1 (one) | Demarc cable - A70000584 |
| 1 (one) | Printer recv 400CPS - 099000218 |
| 450 (four hundred and fifty) | Cable tele 24gauge/12T P - 003200272 |
| 3 (three) | Cable kit - A70000511 |
| 1 (one) | CSU terminal unit - 099000584 |
| 1 (one) | CSU signal monitor unit - 099000585 |
| 8 (eight) | Modem rack - 099000733 |

TransFinancial Leasing Corp.

BY: _____

TITLE: _____

Union Chelsea National Bank

BY: _____

TITLE: _____

BOOK 576 PAGE 449 285496

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 August 19, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

192-003

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Union Chelsea National Bank

Address 609 5th Avenue

New York, NY 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 13.00
POSTAGE .50
#044220 C191 R03 T15:53
01/22/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Union Chelsea National Bank of certain lease payments under certain True Lease Assignment dated Oct. 6, 1987, Schedule # 06, dated 4/1/88 between Assignor as Lessor and LEASE ACCOUNT # 001786 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 19, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

**Not Subject to Recordation Tax - CONDITIONAL SALES CONTRACT**

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Union Chelsea National Bank

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

13.50

EQUIPMENT LIST

| Quantity | Description |
|---|---|
| 1 (one) | Remote site cabinet - A97GAL564 including<br>20 (twenty) Feet-4GA STR PVC UL/CSA 600V - 0039000060<br>1 (one) Scrw PHP 1/4-20X1/2 S/ST - 030000370<br>1 (one) Lockwasher 1/4 EXT STL CA - R31200525<br>1 (one) TRML Lug 4-2/0 GA Sldrls - 039000922<br>1 (one) Gal kit top cable exit - A87000205<br>1 (one) MXA Card - B91G32000<br>1 (one) PSU card-local - B91G32500<br>1 (one) Remote site cabinet - A93G36700<br>1 (one) Power supply - A93000456<br>16 (sixteen) Site cable 50 pin-50pin - 003211263<br>4 (four) Cabl.port interface shel - A70000579<br>20 (twenty) Marker cable - 039000931 |
| 1 (one) | Port int.-48 - A97GAL568 including<br>2 (two) MXA card - B91G32000<br>1 (one) PSU card-local - B91G32500<br>1 (one) Port interface shelf - B92G31000 |
| 1 (one) | IDF X-con panel-port INT - 019010533 |
| 1 (one) | Printer, Tally RO - A97GAL479 including<br>1 (one) Paper 103 col 147/8X11 - 009000252 |
| 1 (one) | Printer stand - 099000119 |
| 1 (one) | PMT Printer modem Grp - A97000875 including<br>2 (two) Conn elec - 019000524<br>2 (two) Conn elec parts - 019010437<br>75 (seventy five) feet-Cbl 7pr 24GA Sol Swed U - 003200158<br>2 (two) Marker cable - 039000931<br>1 (one) Modem, 2400BPS - 099000731 |
| 1 (one) | Printer local modem grp - A97000876 including<br>2 (two) Marker cable - 039000931<br>2 (two) Conn Elec - 019000524<br>2 (two) Conn elec parts - 019010437<br>75 (seventy five) feet-Cbl 7pr 24GA Sol Swbd U - 003200158<br>1 (one) Moden, 2400BPS - 099000731 |

TransFinancial Leasing Corp.

BY: _____

TITLE: President

Union Chelsea National Bank

BY: _____

TITLE: _____

| Quantity | Description |
|---|---|
| 6 (six) | Supv modem grp lcl/rmt - A97000838 including |
| | 12 (twelve) Marker cable - 039000931 |
| | 6 (six) Modem, 2400BPS - 099000731 |
| | 6 (six) Conn elec - 019000524 |
| | 6 (six) Connector socket 25 pos - 019000567 |
| | 6 (six) Conn elec - 019000526 |
| | 12 (twelve) Conn elec parts - 019010437 |
| 1 (one) | Kit, end panel ind grad - A97001074 including |
| | 2 (two) Panel end industrial - 022101018 |
| | 2 (two) Bracket end panel upper - 021102600 |
| | 2 (two) Bracket end panel lower - 021102603 |
| | 8 (eight) Screw cap hex hd - 030825016 |
| | 8 (eight) Nut, hex #3/8-16/5/8AF - 031700062 |
| | 8 (eight) Lockwasher split 3/8 - 031000143 |
| | 16 (sixteen) Wshr 3/8 plain - 031000082 |
| | 2 (two) Nut, hex 1/4-20 x 7/16 AF - 031700047 |
| | 2 (two) Lockwashr 1/4 ext stl ca - R31200525 |
| | 2 (two) Trml lug 18-22GA 1/4 RN - 039000914 |
| | 2 (two) Scrw PHP 1/4-20x1/2 S/ST - 030000370 |
| | 4 (four) 18GA Str grn ipvc UL/CSA - 003121755 |
| | 4 (four) Nut hex 8-32 x 11/32 AF - 032000015 |
| | 4 (four) Lckwshr #8 ext sst - 031000081 |
| | 2 (two) Trml lug 18-22GA no 8 RN - 039000915 |
| | 2 (two) Scr php 8-32x3/8 - 030212906 |
| | 2 (two) Speed clip no.10 - 031500094 |
| | 2 (two) Lckwshr #10 ext stl cad - R31200519 |
| | 2 (two) Scrw Truss hd 3/4 THD - 030104112 |
| 1 (one) | CSU shelf,7-unit, 115VAC - 099000582 |
| 4 (four) | CSU terminal unit - 099000584 |
| 4 (four) | CSU signal monitor unit - 099000585 |
| 1 (one) | Interface module, 4WNS - A91G35200 |
| 1 (one) | Power supply - A93000456 |
| 1 (one) | Demarc cable - A70000584 |
| 450 (four hundred and fifty) | Printer recv 400CPS - 099000218 |
| 3 (three) | Cable tele 24gauge/12T P - 003200272 |
| 1 (one) | Cable kit - A70000511 |
| 1 (one) | CSU terminal unit - 099000584 |
| 8 (eight) | CSU signal monitor unit - 099000585 |
| | Modem rack - 099000733 |

TransFinancial Leasing Corp.

BY: _____

TITLE: President

Union Chelsea National Bank

BY: _____

TITLE: _____

BOOK 576 PAGE 452 Copy For Filing

FINANCING STATEMENT

285497

X Not Subject to Recordation Tax
___ Subject to Recordation Tax; Principal Amount is $_____

___ To be Recorded in Land Records (For Fixtures Only)

| NAME | ADDRESS No./Street | City/State |
|---|---|---|
| 1. Debtor(s) (or assignor(s)) Margaret Nobel Kain | 31 Windwhisper Lane | Annapolis, MD 21403 |
| t/a Self Enhancement and Imaging Concepts Co. | | |

2. Secured Party (or assignee): Ann Lind Mattie

3. This Financing Statement covers the following types (or items) of property:

Promissory Note and Third Mortgage on the above named Residence.

RECORD FEE 12.00
POSTAGE .50
M28510 C263 R01 T09:57
01/23/92
MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

4. ___ (If collateral is crops). The above described crops are growing or are to be grown on the real estate described below:

5. ___ (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 Margaret Nobel Kain

6. X (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.

7. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at: #3 Silverwood Circle, Annapolis, Maryland 21403.

Secured Party:
Ann Lind Mattie

By _____

Debtor(s) or Assignor(s)
Margaret Nobel Kain t/a Self Enhancement and Imaging Concept Co.

Margaret Noble Kain, PhD
Margaret Nobel Kain

Margaret Noble Kain, PhD
t/a Self Enhancement and Imaging Concept Co.

MAIL TO
ELMER J. SCHWARTZMAN
3 SILVERWOOD CIRCLE
ANNAPOLIS, MD 21403

BOOK 576 PAGE 453

# STATEMENT OF TERMINATION OF FINANCING STATEMENT

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS OF THE
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This statement refers to the original Indemnity Financing Statement, dated July 11, 1991 and filed among the financing records of the Circuit Court for Anne Arundel County, Maryland in Liber 570, folio 453.

1. Debtor: Windrush Farm Development Partnership

   Address: 900 Ritchie Highway, Suite 201
   Severna Park, Maryland 21146

2. Secured Party: Provident Bank of Maryland

   Address: 114 E. Lexington Street
   Baltimore, Maryland 21202
   Attn: Commercial Real Estate Department

3. The Secured Party of record no longer claims a security interest under the original Financing Statement referred to above.

SECURED PARTY:

PROVIDENT BANK OF MARYLAND

RECORD FEE 10.00
POSTAGE .50
#044610 C191 R03 T10:40
01/23/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Date: December 24, 1991

By: [signature]
Name: [redacted]
Title: [redacted]

After recording, please return to:

James C. Praley
Lessans and Tate
7419 Baltimore-Annapolis Blvd.
P.O. Box 1330
Glen Burnie, Maryland 21060
(282-91)
(261-91)

10.50

BOOK 576 PAGE 454

STATEMENT OF TERMINATION OF
FINANCING STATEMENT

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS OF THE
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This statement refers to the original Financing Statement, dated August 30, 1989 and filed among the financing records of the Circuit Court for Anne Arundel County, Maryland in Liber 545, folio 352.

1. Debtor: Address:

Windrush Farm Development Partnership — 900 Ritchie Highway, Suite 201, Severna Park, Maryland 21146

2. Secured Party: Address:

Provident Bank of Maryland — 114 E. Lexington Street, Baltimore, Maryland 21202, Attn: Commercial Real Estate Department

3. The Secured Party of record no longer claims a security interest under the original Financing Statement referred to above.

RECORD FEE 10.00
POSTAGE .50
#044620 C191 R03 T10:40
01/23/92
MARY M. ROSE
AA CO. CIRCUIT COURT

SECURED PARTY:

PROVIDENT BANK OF MARYLAND

Date: December 24, 1991

By: [signature]
Name: [redacted] J. G[redacted]
Title: [redacted]

After recording, please return to:

James C. Praley
Lessans and Tate
7419 Baltimore-Annapolis Blvd.
P.O. Box 1330
Glen Burnie, Maryland 21060
(282-91)
(261-91)

15.50

BOOK 576 PAGE 455 285498

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

RECORD FEE 19.00
POSTAGE .50
#325890 C489 R02 T14:58
01/23/92
MARY M. ROSE
AA CO. CIRCUIT COURT

**FINANCING STATEMENT**

1. Name & Address of Debtor: JAMES J. MANDRIN
MILTON HORN
MARY GAYLE HORN
8174 Ritchie Highway
Pasadena, MD 21122

2. Name & Address of Secured Party: Severn Savings Bank, FSB
1919A West Street
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All the fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and components or parts thereof and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the Property (whether or not delivered thereto), and all such as are now or hereafter located in or upon the Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, to the extent now or hereafter existing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property and other property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

_____ (SEAL)
JAMES J. MANDRIN

_____ (SEAL)
MILTON HORN

_____ (SEAL)
MARY GAYLE HORN

Secured Party:

SEVERN SAVINGS BANK, FSB

By: _____ (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

mandrin.fs2 s005.171

EXHIBIT "A"

Parcel No. 1



BEING KNOWN AND DESIGNATED as Lot No. 444, as shown on the Plat entitled "Plat No. 5 of CHELSEA BEACH", which plat is recorded among the Land REcords of Anne Arundel County in Plat Book No. 23, folio 35. The improvements thereon being known as 676 Pine Drive.

BEING the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 4018, folio 491, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 2

BEING KNOWN AND DESIGNATED as Lots Nos. 7 and 8, in Section 19, as shown on the Plat of GREENHAVEN, ARMIGER ADDITION, which plat is recorded among the Land REcords of Anne Arundel County in Plat Book No. 4, folio 42.

BEING the same property which by deed dated July 26, 1985 and recorded among the Land Records of Anne Arundel County in Liber WGL No. 3937, folio 455, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 3

The improvements thereon being known as 1013 Second Street, and being part of Lot 278, POINT PLEASANT

BEING a part of the same property which by deed dated September 30, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4469, folio 27, was granted and conveyed by ROBERT C. HULSEY and DEMARIS M. HULSEY unto JAMES J. MANDRIN.

Parcel No. 4

The improvements thereon being known as 1668 Marley Avenue, BEING KNOWN AND DESIGNATED as Lot 273R, as shown on the plat of Minor Subdivision of POINT PLEASANT, which plat is recorded in Liber 4607, page 33, among the Land Records of Anne Arundel County

BEING a part of the same property which by deed dated September 30, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4469, folio 27, was granted and conveyed by ROBERT C. HULSEY and DEMARIS M. HULSEY unto JAMES J. MANDRIN.

Parcel No. 5

BEING KNOWN AND DESIGNATED as Lot No. 2, as shown on the Plats of ROCK CREEK LANDING, Section 2, which plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 127, pages 38 to 42, inclusive, Plats 6662 to 6666. The improvements thereon being known as 1203 Sledge Court.

BEING the same property which by deed dated November 21, 1990, and recorded among the Land Records of Anne Arundel County in Liber No. 5526, folio 84, was granted

Parcel No. 6

BEING KNOWN AND DESIGNATED as Lot No. 36, as shown on that certain Plat entitled SANDY OAKS, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, at pages 4 and 5, as plat 6529.

BEING a part of the same property which by deed dated August 17, 1990 and recorded among the Land Records of Anne Arundel County in Liber HES No. 5155, folio 622, was granted and conveyed by ATLANTIC UTILITIES , INC. unto MILTON HORN.

Parcel No. 7

BEING KNOWN AND DESIGNATED as Lot No. 35, as shown on that certain Plat entitled SANDY OAKS, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, at pages 4 and 5, as plat 6529.

BEING a part of the same property which by deed dated August 17, 1990 and recorded among the Land Records of Anne Arundel County in Liber HES No. 5155, folio 622, was granted and conveyed by ATLANTIC UTILITIES , INC. unto MILTON HORN.

Parcel No. 8

BEING KNOWN AND DESIGNATED as Lot No. 3, as shown on the Plats of ROCK CREEK LANDING, Section 2, which plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 127, pages 38 to 42, inclusive, Plats 6662 to 6666. The improvements thereon being known as 1205 Sledge Court.

BEING the same property which by deed dated November 21, 1990, and recorded among the Land Records of Anne Arundel County in Liber No. 5526, folio 72, was granted and conveyed by ATLANTIC UTILITIES, INC. unto JAMES J. MANDRIN.

Parcel No. 9

BEING KNOWN AND DESIGNATED as Lot No. 1, Block 41, in Section 4, as shown on the Plat of GREENHAVEN, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 15, folio 7.

BEING the same property which by deed dated October 29, 1987 and recorded among the Land Records of Anne Arundel County in Liber HES No. 4498, folio 69, was granted and conveyed by MANDRIN CONSTRUCTION unto JAMES J. MANDRIN.

Parcel No. 10

BEING KNOWN AND DESIGNATED as Lot No. 2B, containing 20,000 square feet, as shown on the Plat entitled "Minor Subidivision Plat of JAMES J. MANDRIN PROPERTY", which plat is recorded among the Land Records of Anne Arundel County in Liber 3675, folio 329.

BEING a part of the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 4018,

folio 491, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 11

BEING KNOWN AND DESIGNATED as Lot No. A2, as shown on a Plat entitled "Revisions to Lots A,B & C & Recreation Area of Plat of Resubdivision of OSBORNE HEIGHTS, Part of Lot 2, FERNDALE FARMS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 63, page 12.

BEING a part of the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 4018, folio 491, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 12

BEING KNOWN AND DESIGNATED as Lot No. C1, as shown on a Plat entitled "Revisions to Lots A,B & C & Recreation Area of Plat of Resubdivision of OSBORNE HEIGHTS, Part of Lot 2, FERNDALE FARMS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 63, page 12.

BEING a part of the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 4018, folio 491, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 13

BEING KNOWN AND DESIGNATED as Lot No. C2, as shown on a Plat entitled "Revisions to Lots A,B & C & Recreation Area of Plat of Resubdivision of OSBORNE HEIGHTS, Part of Lot 2, FERNDALE FARMS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 63, page 12.

BEING a part of the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 4018, folio 491, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 14

BEING KNOWN AND DESIGNATED as Lot No. B1, as shown on a Plat entitled "Revisions to Lots A,B & C & Recreation Area of Plat of Resubdivision of OSBORNE HEIGHTS, Part of Lot 2, FERNDALE FARMS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 63, page 12.

BEING a part of the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 4018, folio 491, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 15

BEING KNOWN AND DESIGNATED as Lot No. B2, as shown on a Plat entitled "Revisions

to Lots A,B & C & Recreation Area of Plat of Resubdivision of OSBORNE HEIGHTS, Part of Lot 2, FERNDALE FARMS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 63, page 12.

BEING a part of the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 4018, folio 491, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 16

BEING KNOWN AND DESIGNATED as Lot No. A1, as shown on a Plat entitled "Revisions to Lots A,B & C & Recreation Area of Plat of Resubdivision of OSBORNE HEIGHTS, Part of Lot 2, FERNDALE FARMS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 63, page 12.

BEING a part of the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 4018, folio 491, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 17

BEING KNOWN AND DESIGNATED as Lot No. 14, Block 15, Section 2, as shown on a Plat of HARUNDALE, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 20, page 22.

BEING a part of the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 4018, folio 491, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 18

BEING KNOWN AND DESIGNATED as Lot No. 21, Block 25, Section 2, as shown on a Plat of HARUNDALE, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 20, page 22.

BEING a part of the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 4018, folio 505, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 19

BEING KNOWN AND DESIGNATED as Lot No. 97A, as shown on a Plat entitled "Minor Subdivision Plat - Lot 97 and part of Lot 96, SHORELAND, which plat is recorded among the Land Records of Anne Arundel County in Liber 4799, folio 231.

BEING a part of the same property which by deed dated September 25, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4472, folio 340, was granted and conveyed by SANDRA JEAN QUEER, et al unto MILTON HORN and MARY GAYLE HORN, his wife.

Parcel No. 20

BEING KNOWN AND DESIGNATED as Lot No. 97B, as shown on a Plat entitled "Minor Subdivision Plat - Lot 97 and part of Lot 96, SHORELAND, which plat is recorded among the Land Records of Anne Arundel County in Liber 4799, folio 231.

BEING a part of the same property which by deed dated September 25, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4472, folio 340, was granted and conveyed by SANDRA JEAN QUEER, et al unto MILTON HORN and MARY GAYLE HORN, his wife.

Parcel No. 21

The improvements thereon being known as 1670 Marley Avenue, BEING KNOWN AND DESIGNATED as Lot 272R, as shown on the plat of Minor Subdivison of POINT PLEASANT, which plat is recorded in Liber 4607, page 33, among the Land Records of Anne Arundel County

BEING a part of the same property which by deed dated September 30, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4469, folio 27, was granted and conveyed by ROBERT C. HULSEYand DEMARIS M. HULSEY unto JAMES J. MANDRIN.

Parcel No. 22

BEING KNOWN AND DESIGNATED as Lot 17, as shown on the plat of WINTON WOODS, which plat is recorded in Plat Book 76, pages 11 and 12, among the Land Records of Anne Arundel County.

BEING a part of the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber 4018, folio 491, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 23

BEING KNOWN AND DESIGNATED as Lot 41, as shown on the plat of LINTHICUM HILLS, which plat is recorded in Plat Book 93, page 44, among the Land Records of Anne Arundel County.

BEING a part of the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber 4018, folio 491, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 24

BEING KNOWN AND DESIGNATED as Lot 12, as shown on the plat of WINTON WOODS, which plat is recorded in Plat Book 76, pages 11 and 12, among the Land Records of Anne Arundel County.

BEING the same property which by deed dated January 3, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3560, folio 472, was granted and conveyed by MANDRIN CONSTRUCTION CO., INC. unto MILTON HORN and MARY GAYLE

and conveyed by MANDRIN CONSTRUCTION CO., INC. unto MILTON HORN and MARY GAYLE HORN, his wife.

Parcel No. 25

BEING KNOWN AND DESIGNATED as Lot No. 97C, as shown on a Plat entitled "Minor Subdivision Plat - Lot 97 and part of Lot 96, SHORELAND, which plat is recorded among the Land Records of Anne Arundel County in Liber 4799, folio 231.

BEING a part of the same property which by deed dated September 25, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4472, folio 340, was granted and conveyed by SANDRA JEAN QUEER, et al unto MILTON HORN and MARY GAYLE HORN, his wife.

Parcel No. 26

BEING KNOWN AND DESIGNATED as Lot 42, as shown on the plat of LINTHICUM HILLS, which plat is recorded in Plat Book 93, page 44, among the Land Records of Anne Arundel County.

BEING a part of the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber 4018, folio 491, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 27

BEING KNOWN AND DESIGNATED as Lot No. 142-A, as shown on a Plat entitled "Resubdivision of Lot 142A, Plat A, SHORELAND", which plat is recorded among the Land Records of Anne Arundel County in Liber 3434, folio 898. The improvements thereon being known as 1022 Shoreland Drive.

BEING a part of the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber 4018, folio 491, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

Parcel No. 28

BEING all that property consisting of 0.50 acres, more or less, situate on Ritchie Highway, and more particularly described as follows:

BEGINNING FOR THE SAME at a point on the North 38 degrees 26 feet West 69.06 foot line (erroneously referred to in Deed recorded in JHH 329, folio 308, as the North 41 degrees 58 feet West 356.44 foot line) mentioned in a Deed from Louis E. Pumphrey and wife to J. Wilson Arndt, dated December 26, 1940, and recorded among the Land Records of Anne Arundel County in Liber JHH 228, folio 475; which said point of beginning is 60.0 feet from the beginning point of the aforementioned deed and thence running along and with said aforementioned line of description 60 feet to the said beginning point of description in the aforementioned deed and thence along the division line of the property of J. Wilson Arndt and the Cager property North 43 degrees 35 feet East 232.67 feet to the West side of the rights of way line of the new Baltimore & Annapolis Dual Highway (Ritchie Highway now), thence along the West side of the aforesaid dual

highway, South 26 degrees 32 feet East 110 feet to a stake, thence in a straight line in a southwesterly direction 212 feet, more or less to the point of beginning.

BEING a part of the same property which by deed dated December 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber 4018, folio 491, was granted and conveyed by JAMES J. MANDRIN and RUTH E. MANDRIN unto JAMES J. MANDRIN.

CDF/02-21-89
9794X (514X)
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

BOOK 576 PAGE 464

285499

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 Maryland State Department of Assessments and Taxation

Not subject to recordation tax

Principal amount is $ 468,000.00

RECORD FEE 20.00
POSTAGE .50
#529020 C48P R02 T15:07
01/23/92
MARY M. ROSE
AA CO. 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:

Richard S. Marshall & Barbara L. Bass
Richard W. Bass & Courtenay W. Bass

165 Mori St.
McLean, VA 22101

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,

20.00
50

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 $468,000.00. 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:

Richard S. Marshall

Barbara L. Bass

Richard W. Bass

Courtenay W. Bass

Date: 12/20, 19 21

To the Filing Officer: After this Statement has been recorded, please mail the same to:

CDF/01-26-89
9915X (0515X)
SSA-SFC(B)(4)

BOOK 576 PAGE 466

FINANCING STATEMENT

by

Richard S. Marshall and Barbara L. Bass
Richard W. Bass and Courtenay W. Bass, 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.

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot No. Fifty-One (51) on the Plat entitled "Plat 3 of 4, Poplar Point", which Plat is recorded among the Land Records of Anne Arundel County, in Plat Book 101, folio 47.

Filing Fee 11 50

CFINSTMT1 1054766 Anne Arundel County

BOOK 576 PAGE 468

285500

# FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

[ ] 1. To be recorded in the Land Records.
[X] 2. To be recorded among the Financing Statement Records.
[X] 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): D & D Transfer Co., Inc.
Address(es): Units 2 & 4, Maryland Wholesale Produce Market, Jessup, MD 20794

RECORD FEE 11.00
POSTAGE .50
M32230 C489 R02 T15:31
01/23/92
MARY M. ROSE
AA CO. CIRCUIT COURT

6. Secured Party: MARYLAND NATIONAL BANK
Attention: LDRU 250603
Address: 100 South Charles Street, Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, 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:

[X] A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for 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: D & D Transfer Co., Inc.

By: X Charles J. Gianforte II (Seal) _____ (Seal)
Charles J. Gianforte II, President

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

Return to:
LSU Team 1 Mailstop 250624
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

TO BE RECORDED AMONG THE
FINANCING RECORDS

BOOK 576 PAGE 469

285501

THIS TRANSACTION IS SUBJECT
TO RECORDATION TAXES ON THE
AMOUNT OF $ 102,750.00
WHICH HAVE BEEN PAID TO THE
CLERK OF THE CIRCUIT COURT
OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

1. DEBTOR(S): ROBERT F. CLECKNER,
also known as ROBERT F. CLECKNER, JR.
and DONNA MARIE CLECKNER and
MICHAEL W. THOMPSON
8435 Kenton Road
Pasadena, Maryland 21122

2. SECURED: KEY FEDERAL SAVINGS BANK
7F GWYNNS MILL COURT
OWINGS MILLS, MARYLAND 21117

3. This Financing Statement covers the following types of property: See Exhibit "A" attached hereto and made a part hereof.

4. If the above personal property is to be affixed to real property, describe real property: See Exhibit "A" attached hereto and made a part hereof.

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

Robert F. Cleckner also known as
Robert F. Cleckner Jr.

ROBERT F. CLECKNER, also known as
ROBERT F. CLECKNER, JR.

Donna Marie Cleckner

DONNA MARIE CLECKNER

Michael W. Thompson

MICHAEL W. THOMPSON

RECORD FEE 14.00
POSTAGE .50
#329260 C489 R02 T15:32
01/23/92
MARY M. ROSE
AA CO. CIRCUIT COURT

G.L.

AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO;
Dackman and Heyman
2221 Maryland Avenue
Baltimore, Maryland 21218

D&H #7674

14.00
12

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 cabinest, 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 hereinafater 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 improvments now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcel(s) are more fully described:

BEING KNOWN AND DESIGNATED as Lot Numbered 214 as shown on Plat 2, Rock Creek Park, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Plat 6 (now Plat Book 24, folio 12). Said property being in the Third Election District of Anne Arundel County and known as 1624 Colony Road.

D&H #7674

BOOK 576 PAGE 471

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assigment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W. Washington, D.C. 20006

## STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

☐ TO BE RECORDED IN LAND RECORDS

For Filing Officer Use
File No. _____
Date & Hour _____

This statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing
Maturity date ( if any )

Record Reference LIBER 523 FOLIO 113

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. Street City State |
|---|---|
| MAYFAIR ASSOCIATES | 6820 ELM STREET MCLEAN VA. 22102 |

| Name of Secured Party or assignee | No. Street City State |
|---|---|
| PERPETUAL SAVINGS BANK | 1951 KIDWELL DRIVE #400 VIENNA VA 22182 |

**CHECK APPLICABLE STATEMENT**

☐ CONTINUATION
The original Financing Statement identified above by file number is still effective.

☐ TERMINATION
The original Financing Statement identifed 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 descirbed in the original Financing Statement identifed above, the property desribed below is released.

☐ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identifed above.

☐ OTHER

LOT 4, AS SHOWN ON PLAT OF SUBDIVISION ENTITLED "CROFTON CHASE–SECTION II" AS PER PLAT THEREOF RECORDED AMONG THE LAND RECORDS C ANNE ARUNDEL COUNTY, MARYLAND IN PLAT BOOK 135, FOLIO 23&24, PLAT N NO 7046&7047.
LOT 41–R, AS SHOWN ON PLAT OF SUBDIVISION ENTITLED "REVISED PLAT 3 CROFTON CHASE" AS PER PLAT THEREOF RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN PLAT BOOK 125, AT FOLIO 11 IN PLAT NO 6535.

RECORD FEE 10.00
POSTAGE .50
#231010 C263 R01 T16:02
01/23/92
MARY M. ROSE
CLERK CIRCUIT COURT

Debtor(s) or assignor(s)

_____

_____

_____
(Type or print name under signature)

PERPETUAL SAVINGS BANK, F.S.B. (Seal)
(Corporate, Trade or Firm Name)

By: Russell L. Baxter
Signature of Secured Party or assignee
Russell L. Baxter
Vice President
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Chattel $10.50

10
50

NVR SETTLEMENT SERVICES, L.P.
12350 Middlebrook Rd., #211
Germantown, MD 20874

BOOK 576 PAGE 472

**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. 272031 recorded in Liber 524, Folio 226 on 3/14/88 (Date) at, Anne Arundel Co., Md. (Location)

1. DEBTOR(S):

Name(s) Piney Orchard Master Partnership
c/o The KMS Group, Inc.

Address(es) 8808 Centre Park Drive, Suite 300
Columbia, Maryland 21045

2. SECURED PARTY:

Name Maryland National Bank
10 Light Street, Mail Stop 021901
Construction Finance Unit

Address 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 ~~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. Exhibit A attached hereto and made a part hereof.

RECORD FEE 10.00
POSTAGE .50
A220810 C263 R01 T15:58
01/23/92
M. ROSE
AA CO. CIRCUIT 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 William A. Kulick
William A. Kulick, Vice President
(Type, Name and Title)

10 00
50

Chattel
10.
.50
$10.50

10
50

NVR SETTLEMENT SERVICES, L.P.
12350 Middlebrook Rd., #211
Germantown, MD 20874

**EXHIBIT A**

Being known and designated as Lots #11-14 in the subdivision entitled "PINEY ORCHARD, P.U.D., SUBDIVISION PHASE 1, PHASE A, THE COURTS AT PINEY ORCHARD, PARCEL 8, SECTION 1" which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 129, Page 18, Plat No. 6742.

BOOK 576 PAGE 474

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assigment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W. Washington, D.C. 20006

## STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

☐ TO BE RECORDED IN LAND RECORDS

For Filing Officer Use
File No. _____
Date & Hour _____

This statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing February 10, 1988 Record Reference Liber 523 at Folio 113
Maturity date ( if any )

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. Street City State |
|---|---|
| Mayfair Associates | 6820 Elm Street McLean, Va. 22101 |

| Name of Secured Party or assignee | No. Street City State |
|---|---|
| Perpetual Savings Bank F.S.B. | 1951 Kidwell Drive #400 Vienna, Va. 22180 |

**CHECK APPLICABLE STATEMENT**

☐ CONTINUATION
The original Financing Statement identified above by file number is still effective.

☐ TERMINATION
The original Financing Statement identifed 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 descirbed in the original Financing Statement identifed above, the property desribed below is released.

☐ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identifed above.

☐ OTHER

Lots numbered 30 and 55 as shown on the plat of a subdivision entitled CROFTON CHASE Section II" as per plat thereof recorded among the land records of Anne Arundel County, Maryland in Plat Book 135, Folio 23 and 24, in Plat No. 7046-7047.

RECORD FEE 10.00
POSTAGE .50
01/23/92 T16:01
MARY W. ROSE
AA CO. CIRCUIT COURT

Debtor(s) or assignor(s)

_____

_____

_____
(Type or print name under signature)

Perpetual Savings Bank F.S.B.
By: Russell L. Baxter (Seal)
pb
(Corporate, Trade or Firm Name)
Russell L. Baxter
Vice President
Signature of Secured Party or assignee

_____
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Chattel
$10.50

10
5

NVR SETTLEMENT SERVICES, L.P.
12350 Middlebrook Rd., #211
Germantown, MD 20874

BOOK 576 PAGE 475

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

# STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

☒ TO BE RECORDED IN LAND RECORDS

For Filing Officer Use
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing 2-10-88 Record Reference LIBER 523 FOLIO 113
Maturity date (if any)

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|---|---|---|---|---|
| MAYFAIR ASSOCIATES, A VIRGINIA GENERAL PARTNERSHIP C/O ELM STREET DEVELOPMENT, INC. | 682 | ELM STREET | McLEAN, | VA. 22102 |

| Name of Secured Party or assignee | No. | Street | City | State |
|---|---|---|---|---|
| PERPETUAL SAVINGS BANK F.S.B. | 1951 | KIDWELL DRIVE #400 | VIENNA, | VIRGINIA 22182 |

RETURN TO:

**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 lot 39-R, as shown on plat of subdivision entitled "revised plat four, CROFTON CHASE", as per plat thereof recorded among the land records of Anne Arundel County in plat book 125, folio 12, plat no. 6536.

10.00
POSTAGE .50
01/23/92
MARY M. ROSE
CLERK OF THE CIRCUIT COURT

Debtor(s) or assignor(s)

PERPETUAL SAVINGS BANK, F.S.B. (Seal)
(Corporate, Trade or Firm Name)

By: VP
Signature of *Secured Party* or Assignee
William C. McKnew
Vice President
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

Chattel $10.50

10
50

NVR SETTLEMENT SERVICES, L.P.
12350 Middlebrook Rd., #211
Germantown, MD 20874

BOOK 576 PAGE 476

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assigment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W. Washington, D.C. 20006

# STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

[x] TO BE RECORDED IN LAND RECORDS

For Filing Officer Use
File No. _____
Date & Hour _____

This statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing 2-10-88 Record Reference liber 523 folio 113
Maturity date ( if any )

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. Street City State |
|---|---|
| MAYFAIR ASSOCIATES | 6820 ELM STREET MCLEAN VA 22102 |

| Name of Secured Party or assignee | No. Street City State |
|---|---|
| PERPETUAL SAVINGS BANK F.S.B. | 1951 KIDWELL DRIVE #400 VIENNA VA 22180 |

CHECK APPLICABLE STATEMENT

G.L.

[ ] CONTINUATION
The original Financing Statement identified above by file number is still effective.

RECORD FEE 10.00

[ ] TERMINATION
The original Financing Statement identifed above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

POSTAGE .50

#281070 0263 K01 T16:03

[x] RELEASE PARTIAL
From the property descirbed in the original Financing Statement identifed above, the property desribed below is released.

01/23/92

MARY M. ROSE
AA CO. CIRCUIT COURT

[ ] ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identifed above.

[ ] OTHER
LOT 14-R, AS SHOWN ON PLAT OF SUBDIVISION ENTITLED "REVISED PLAT CROFTON CHASE", AS PER PLAT THEREOF RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 125, FOLIO 11, PLAT NO 6535.

LOT 39 AS SHOWN ON THE PLAT OF SUBDIVISION ENTITLED "CROFTON CHASE-SECTION II" AS PER PLAT THEREOF RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN PLAT BOOK 135 AT FOLIO 23 AND 24 IN PLAT NO. 7046 AND 7047.

Debtor(s) or assignor(s)

_____ PERPETUAL SAVINGS BANK, F.S.B. (Seal)
(Corporate, Trade or Firm Name)

_____ BY: _____
Signature of Secured Party or assignee

_____ William C. McKnew
Vice President
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

Chattel $10.50

103

NVR SETTLEMENT SERVICES, L.P.
12350 Middlebrook Rd., #211
Germantown, MD 20874

BOOK 576 PAGE 477

**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. 272031 recorded in Liber 524, Folio 226 on 3/14/88 (Date) at, Anne Arundel Co., Md. (Location)

1. DEBTOR(S):

Name(s) Piney Orchard Master Partnership
c/o The KMS Group, Inc.

Address(es) 8808 Centre Park Drive, Suite 300.
Columbia, Maryland 21045

2. SECURED PARTY:

Name Maryland National Bank
10 Light Street, Mail Stop 021901

Address Construction Finance Unit
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.)

RECORD FEE 10.00
POSTAGE .50
A290850 C263 TR1 T16:00
01/23/92
MARY ANN ROBE
AA CO. CIRCUIT COURT

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.

4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 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. Exhibit A attached hereto and made a part hereof.

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 William A. Kulick
William A. Kulick, Vice President
(Type, Name and Title)

Chattel
$10.50

10-
50

NVR SETTLEMENT SERVICES, L.P.
12850 Middlebrook Rd., #211
Germantown, MD 20874

EXHIBIT A

Lot 3, in the subdivision entitled "Resubdivision of Piney Orchard P.U.D. Phase 1, Parcel 4 (3B) Phase A, Chestnut Gable at Piney Orchard, a Condominium Apartment" said plat being recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-55, Page 28, Plat No. 2928.

Mail to NVR Settlement Services

STATE OF MARYLAND BOOK 576 PAGE 479

# FINANCING STATEMENT FORM UCC-1

Identifying File No. 285502

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 280,029.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated Jan 24, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kop-Flex, Inc.

Address 101 Harmans Road; Harmans, MD 21077

2. SECURED PARTY

Name Textron Financial Corporation, Textron Capital Corporation and their affiliates ("TEXTRON")

Address 5901-B Peachtree Dunwoody Road #530

Atlanta, GA 30328

Person And Address To Whom Statement Is To Be Returned 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) Cincinnati Milacron Horizontal Machining Center Model T-10 with (2) 19.7" (500MM) Square Pallets and all proceeds thereof, including proceeds in the form of goods, accounts, chattel paper, documents, instruments, contract rights and general intangibles.

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 1963.50
POSTAGE .50
#044990 C191 R03 T11:45
01/24/92

MARY M. ROSE
CLERK 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)

Kop-Flex, Inc.
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

J. E. Stevenson Sr. Ex V.P. & CFO
Type or Print Above Signature on Above Line

TEXTRON
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11 1963.50 .50

BOOK 576 PAGE 480

**NationsBank®**

NationsBank of Maryland (Formerly Sovran Bank/Maryland)

**Financing Statement**

**(Continutation/Termination/Assignment/Partial Release/Amendment)**

This Financing Statement refers to an original Financing Statement of which the record reference and File Number and date of filing are as follows:

***Record:*** ☐ Land ☒ Financing Statement } Liber 554 Folio 549 File # 280613

Recorded at Anne Arundel County Maryland Date of Financing Statement 04/19/90

| ***Name*** | ***Address*** No. Street | City | State |
|---|---|---|---|
| 1. Debtor(s) (or assignor[s]) H & M Crofton Station, Limited Partnership | 1651 Crofton Blvd. Suite 14 | Crofton, Maryland 21114 | |

RECORD FEE 10.00
POSTAGE .50
H330210 C489 R02 T12:08
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. Secured Party
**NationsBank of 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.

☐ 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)

H & M CROFTON STATION LIMITED PARTNERSHIP
BY: THE MACQUILLIAM ORGANZATION, INC., General Partner
By: William J. MacQuilliam, President
1-23-92
Date

Secured Party:
**NationsBank of Maryland** (formerly Sovran Bank/Maryland)
By: Gregory L. Carter
Greg Carter
Type Name
Vice President
Title

008-8005 (1/92) **White - Filing Officer's Copy** **Canary - Debtor's Copy** **Pink - Bank's Copy**

STATE OF MARYLAND

285503

# FINANCING STATEMENT

FORM UCC-1 BOOK 576 PAGE 481 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. $ $1,554.30 *

If this statement is to be recorded in land records check here. ☐

* Taxes paid at Maryland Dept. of Assessments/Taxation. See attached copy of Allocation Certificate and check.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 29.00
POSTAGE .50
H330550 C489 R02 T15:01
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name Jones Intercable, Inc.
Address 9697 East Mineral Avenue, P.O. Box 3309
Englewood, CO 80155-3309

2. SECURED PARTY

Name Mellon Bank, N.A., as Collateral Agent
Three Mellon Bank Center
Address Pittsburgh, PA 15259 Attn: Loan Administration
Carol A. Soltes
~~Reed Smith Shaw & McClay,~~ P.O. Box 2009, Pittsburgh, PA 15230
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) None

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto.

Name and address of Assignee

(Filed in Anne Arundel County, MD)

**CHECK ☒ THE LINES WHICH APPLY**

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

~~See Exhibit B~~

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

JONES INTERCABLE, INC.

By: _____ 12/18/91
(Signature of Debtor)

J. T. BRYAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

21.00
50

[Standard]

EXHIBIT A TO FINANCING STATEMENT

Debtor: Jones Intercable, Inc.
Secured Party: Mellon Bank, N.A., as Collateral Agent

All of Debtor's right, title and interest in and to (but none of its obligations with respect to) the items and types of property described or referred to in paragraphs (a) through (e) below, whether now owned or hereafter acquired, all of which, together with the Proceeds and products of all of the foregoing, shall be included in the term "Lender Security":

(a) Tangible Property. All the Debtor's goods, machinery, Equipment, Inventory, fixtures and all other tangible property of any nature whatsoever, wherever located, including, without limitation, antennae, microwave and other receivers and transmitters, earth stations, studio and Head End equipment, computers, computer equipment, converters, decoders, power supplies, electronic equipment, mechanical fittings, signal processors, wire, cable of all types, including, without limitation, coaxial and fiber optic cable, amplifiers, filters, traps, connectors, anchors, radio, television, motion picture, and video tape equipment, including cameras, recorders, players, tools and lifts;

(b) Rights to Payment of Money. All Accounts, notes and other rights to receive the payment of money, including, without limitation, receivables, loans made by the Debtor, advances from the Debtor, rights to receive the payment of money under present or future contracts or agreements (whether or not earned by performance), rights to receive payments from subscribers, rights to receive distributions from investments in East London Telecommunications, Ltd., East London Telecommunications Holdings, Ltd. and East London Telecommunications Acquisition, Ltd. and their respective affiliates and rights to receive distributions from Partnerships;

(c) Intangibles. Except for non-assignable property set forth on Schedule 3.19 to the Credit Agreement or Franchises for which consent to assignment has not been obtained as set forth on Schedule 3.18 to the Credit Agreement and to the extent assignable without forfeiture, (i) all Franchises, as from time to time amended or supplemented, (ii) all distribution rights, common law and statutory copyrights and rights in literary property and rights and licenses thereunder, (iii) all contracts, licenses and agreements, including, without limitation, pole agreements or railway crossing licenses, wiring agreements, management agreements and all rights thereunder (to the extent not included in Section b) hereof), (iv) all trade names, goodwill, patents and patent rights, inventions, processes, licenses, leases, royalties,

Chattel Paper, documents, permits, negotiable and nonnegotiable instruments, judgments, chooses in action, (v) all right to receive Management Fees, Allocated Expenses, Interest Income, MLP Distributions and payments in connection with interest swap arrangements from Partnerships and other entities (whether pursuant to management agreements, partnership agreements or otherwise) and (vi) all other General Intangibles (including, without limitation, state and federal income tax refunds) and intangible property (to the extent not included in Section (b) hereof);

(d) Other Property. All other property, assets and things of value of every kind and nature, tangible or intangible, absolute or contingent, legal or equitable, which the Debtor may be possessed of or entitled to or which are now owned or may be hereafter acquired by the Debtor, including, without limitation, all accounts, chattel paper, contract rights, general intangibles, equipment, inventory and fixtures, as those terms are defined in the UCC; and

(e) Proceeds and Products. All improvements, replacements, substitutions, renewals, accessions or additions to all the items of Lender Security described in Sections (a) through (d) above and all Proceeds and products of the items of Lender Security described in Sections (a) through (d) above.

* * * * *

The following words and terms shall have the following meanings, respectively, unless the context hereof otherwise clearly requires:

"Accounts" shall mean all rights of the Debtor, now existing or hereafter acquired, to payment for goods sold or leased or for services rendered which are not evidenced by an instrument or Chattel Paper, whether or not earned by performance.

"Allocated Expenses" shall mean for any period the fees payable (without regard to any Partnership's right to defer or limit actual payment) to the Debtor by the Partnerships to compensate the Debtor for that portion (computed by the Debtor consistently with respect to all Partnerships) of its general overhead and administrative expenses, including all of its direct and indirect expenses allocable to the operation of the Partnerships' business, including, but not limited to, home office rent, supplies, telephone, travel and copying charges, and salaries of full and part-time employees.

"Chattel Paper" shall mean a writing or writings which evidence both a monetary obligation and a security interest in, or a lease of, specific goods. When a transaction is evidenced both by such a security agreement or a lease and by an instrument or a

series of instruments, the group of writings taken together constitutes Chattel Paper.

"Credit Agreement" shall mean the Credit Agreement, dated as of December 16, 1991 among the Debtor, the lenders party thereto, Mellon Bank, N.A. and NCNB Texas National Bank, as co-agents, and Mellon Bank, N.A., as administrative agent.

"Equipment" shall mean all goods, whether or not deemed to constitute fixtures, whenever acquired and wherever located, to the extent that it is used by, related to, produced by or bought for use primarily in the business of the Debtor and not included in Inventory, together with all attachments, accessories and parts used or intended to be used with said goods, whether now or hereafter installed herein or therein or thereon or affixed thereto, as well as all substitutions and replacements thereof in whole or in part.

"FCC" shall mean the Federal Communications Commission or any successor agency thereto performing functions similar to those performed by the Federal Communications Commission on the date hereof.

"Franchise" shall mean any franchise, permit, license or other authorization granted by any governmental unit or authority, including all laws, regulations and ordinances relating thereto, for the construction, operation and maintenance of a community antenna television system or SMATV system and the reception and transmission of signals by microwave, and shall include, without limitation, all licenses issued by the FCC for the operation of community antenna relay systems, earth stations, business and other two-way radios, microwave systems and all certificates of compliance and cable television registration statements which are required to be issued by or filed with the FCC.

"General Intangible" shall mean any personal property (including things in action) other than goods, Accounts, Chattel Paper, documents and instruments.

"Head End" shall mean the antenna site, the tower and the antenna, the microwave communications equipment, the earth station and the head end facilities, the equipment, leaseholds or other real estate and leasehold improvements relating thereto.

"Interest Income" shall mean for any period the sum of interest paid to the Debtor (i) with respect to deferrals of Management Fees or Allocated Expenses owed to the Debtor and (ii) with respect to interest paid on loans and advances made by the Debtor to the Partnerships.

"Inventory" shall mean all goods, whenever acquired and wherever located, held by the Debtor for sale or lease or furnished or to be furnished by the Debtor under contracts of

service, and all raw materials, work in process and materials owned by the Debtor, whenever acquired and wherever located.

"Management Fees" shall mean for any period the sum of (i) management fees earned by the Debtor during such period for management services provided to the Partnerships as described in the partnership agreements and (ii) Interest Income.

"MLP Distributions" shall mean the cash distributions made by Jones Intercable Investors, L.P. to the Debtor in respect of the Class A units owned by the Debtor.

"Partnership" shall mean any domestic cable partnership in which the Debtor, any Subsidiary of the Debtor or any affiliate of the Debtor (other than Jones Spacelink, Ltd. and its subsidiaries) is the general or managing partner and any joint venture of which any such partnership or the Debtor is the general or managing partner.

"Proceeds" shall mean whatever is received when Lender Security or proceeds are sold, exchanged, collected or otherwise disposed of, both cash and non-cash, including the proceeds of insurance payable by reason of loss of or damage to Lender Security or proceeds.

"UCC" shall mean the Uniform Commercial Code as in effect on the date hereof and as amended from time to time hereafter of the state or states having jurisdiction with respect to all or any portion of the Lender Security from time to time.

# ALLOCATION CERTIFICATE FOR PURPOSES OF CALCULATING RECORDING TAX

Financing Statement: UCC-1

Name of Debtors: Jones Intercable, Inc.

Name of Secured Party: Mellon Bank, N.A., as Agent

Principal Amound of Debt Secured: $75,000,000

Office where Financing Statement to be filed: Maryland State Department of Assessments and Taxation

The undersigned, J. Timothy Bryan, hereby certifies that he is the Treasurer of the above-named Debtor and that, in connection with the above described financing statement, the following values for non-exempt property covered by the financing statement are substantially true and correct. The undersigned further requests that the recordation tax on the above described financing statement be calculated based on the following formula indicating the proportional amount of the debt secured by property not exempt from the recordation tax:

| Value of equipment, furniture and other non-exempt property ÷ Total value of all property covered by financing statement | x | Total amount of debt secured | = | Amount of Debt upon which tax is calculated |
|---|---|---|---|---|
| $2,462,062/$392,055,000 .00628 | x | $75,000,000 | = | $ 471,000 |

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the above-named debtor this _____ day of _____, 199___.

JONES INTERCABLE, INC.,
a Colorado corporation

by: _____
J. Timothy Bryan
Treasurer

Post-it™ brand fax transmittal memo 7671 | # of pages ▸

| | |
|---|---|
| To Kim Bolam | From N. D. Sacci |
| Co. | Co. |
| Dept. | Phone # |
| Fax # 412-288-7200 | Fax # |

BOOK 576 PAGE 487

2002534

Check No.

Pay

JONES INTERCABLE

8697 EAST MINERAL AVENUE • ENGLEWOOD COLORADO 80112 • (303) 796 8111

OPERATING ACCOUNT

60-180/433

Date

12 17/ 91 $1,554.30

The sum of 1,554 dol's 30 cts

To the Order Of

Maryland State Dept. of Assessment
and Taxation

MELLON BANK N.A.
MELLON SQUARE
PITTSBURGH, PENNSYLVANIA

⑈2002534⑈ ⑆043301601⑆ 107⑈0203⑈

| Invoice No. | Date | Voucher | Gross Amount | Discount | Net Amount |
|---|---|---|---|---|---|
| | 12/17/91 | | Filing Fees | | 1,554.30 |

| Check No. | Date | Vendor No. | Vendor Name | Total Amount |
|---|---|---|---|---|

BOOK 576 PAGE 488

285504

Annie's Binder

## FINANCING STATEMENT

|_| To be recorded among the Land Records of Anne Arundel County, Maryland.

|✓| To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.

|_| To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.

|✓| Recordation Tax has been paid on the principal amount of $1,750,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 41.00
POSTAGE .50
#330370 C489 R02 T13:42
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

|_| Not subject to recordation tax.

TD

DEBTOR:
Trustees of the Woods Memorial Presbyterian Church

ADDRESS:
611 Baltimore-Annapolis Boulevard
Severna Park, Maryland 21146

SECURED PARTY:

Farmers National Bank of Maryland

ADDRESS:

Five Church Circle
Annapolis, Maryland 21401

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such 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 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)

Borrower's Initials



LAW OFFICES
SNIDER, BUCK & MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

41.00
.50

FN001.831

any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated January 23, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Ross J. Selby and William A. Walker, II, 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.

LAW OFFICES
SNIDER, BUCK & MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

Borrower's Initials

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.

DEBTOR:

TRUSTEES OF THE WOODS MEMORIAL PRESBYTERIAN CHURCH, a Maryland corporation

BY: _____ (SEAL)
ROBERT SMITH, Trustee

BY: _____ (SEAL)
SUE APIRIAN, Trustee

BY: _____ (SEAL)
GARY HICKOK, Trustee

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND, a national banking organization

By: _____ (SEAL)
TWAIN D. OAKES
Title:

Mr. Clerk Return to: Manis, Snider, Buck & Migdal
Attn: Pat Weiss
P.O. Box 2400
Annapolis, Maryland 21401

LAW OFFICES
SNIDER, BUCK & MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

Borrower's Initials

EXHIBIT A

1. Lot No. 19, Section V as shown on the Plat of Severna Park, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod B-5, Plat 43, formerly recorded in Plat Book G.W. 1, folio 43 (hereinafter referred to as the "Plat of Severna Park"), and described as follows:

Beginning for the same at a point on the north side of Hill Top Drive 200 feet from the intersection of the north side of Hill Top Drive and a 15 foot alley, and running thence in a Northwesterly direction by a curve to the right with a radius of 324.16 feet for a distance of 30.51 feet; thence still on the north side of Hill Top Drive by a curve to the right with a radius of 150 feet for a distance of 92.48 feet; thence leaving Hill Top Drive and running in a Northeasterly direction 265 feet, more or less to the west side of the 15 foot alley first above referred to; thence along said alley in a southeasterly direction 40 feet and thence leaving said alley and running in a southwesterly direction 213 feet, more or less to the place of beginning, according to the plan of Severna Park, recorded in Plat Book G.W.1, folio 43.

Being the same property conveyed by The Severn Realty Company of Baltimore City to the Trustees of the Severna Park Presbyterian Church, by deed dated August 12, 1912 and recorded among the Land Records of Anne Arundel County in Liber G.W.92, folio 151.

2. Beginning for the first thereof on the northeast side of Hill Top Drive where it is intersected by the division line between Lots 18 and 19, Block V, of the Plat of Severna Park drawn by Redding and Howard, and running thence from said beginning point along the east side of Hill Top Drive by a curve to the right with a radius of 150 feet for a distance of 117.81 feet; thence North 12 degrees 13' East 28.71 feet to the south corner of Lot No. 17; thence South 89 degrees 59' East 236 feet, more or less, to intersect the southwest side of a 15 foot path as shown on the plat above referred to; thence binding on the southwest side of said path, South 20 degrees 59' East 30 feet; thence by a straight line and binding on Lot No. 19 southwesterly 265 feet, more or less, to the place of beginning. Being Lot No. 18, Section V on the plat aforesaid; and

Beginning for the second thereof at the intersection of the northwest side of Hill Top Drive and the southwest side of a fifteen foot path as shown on the plat aforesaid, and running thence along the north side of Hill Top Drive, by a curve to the right with a radius of 324.16 feet for a distance of 200 feet to the southeast corner of Lot No. 19, thence by a straight line northeasterly 212 feet, more or less to a point on the southwest side of the 15 foot path first above mentioned, said point being situated North 20 degrees 53' West 155 feet along the southwest side of said path from the place of beginning, thence binding reversely on said line and on the southwest side of said fifteen foot path South 20 degrees 59' East 155 feet to the place of beginning. Being Lot No. 20, Section V, according the Plat aforesaid.

Being the same property conveyed by The Severna Company, et al, to the Trustees of the Severna Park Presbyterian Church, by deed dated December 7, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 48, folio 458.

3. Lot No. 3, Section S, as shown on the Plat of Severna Park, and described as follows:

Beginning for the first thereof at the corner formed by the South side of Vernon Place and the northeast side of the State Boulevard and running thence along the northeast side of said Boulevard South 26 degrees 46' East 110.9 feet; thence North 63 degrees fourteen' East 239 feet to Summit Avenue; thence along the southwest side of Summit Avenue North 26 degrees 46 feet West 9.52 feet; thence along the southwest side of Hill Top Drive in a Northwesterly direction for a distance of 31 feet; thence by a curve to the left with a radius of 262 feet for a distance of 209.09 feet along the south side of Vernon Place; thence still along the south side of Vernon Place, South 63 degrees 14' West 28.85 feet to the point of beginning.

Lot No. 66, Section T, as shown on the Plat of Severna Park, and described as follows:

Beginning for the second thereof at a corner formed by the North side of Vernon Place with the northeast side of the State Boulevard and running thence along the North side of Vernon Place North 63 degrees 14' East 28.85 feet; thence by a curve to the right with a radius of 302.04 feet for a distance of 146.92 feet to the southwest side of Hill Top Drive; thence along the southwest side of Hill Top Drive in a northwesterly direction by a curve to the right with a radius of 190 feet for a distance of 106.91 feet; thence leaving Hill Top Drive and running in a southwesterly direction for a distance of 173.75 feet to the northeast side of the State Boulevard; thence along the northeast side of the State Boulevard in a southeasterly direction 75 feet to the point of beginning.

Being the same property conveyed by M. Maurice Meyer and Bertha, his wife, to the Trustees of The Severna Park Presbyterian Church by deed dated December 15, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 67, folio 285.

4. Lot No. 17, Section V, as shown on the Plat of Severna Park.

Being the same property conveyed by The Severna Company to Trustees of the Severn Park Presbyterian Church, by deed dated August 30, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 335, folio 490.

5. Lot No. 1, Section W, as shown on the Plat of Severna Park, and described as follows:

Beginning for the same at the northwest corner formed by the intersection of the South side of Hill Top Drive with the Northeast side of Summit Avenue and running thence from said beginning point by a curve to the

left to the radius of 364.16 feet along the south side of Hill Top Drive for a distance of 202 feet, more or less to Lot No. 5, thence binding on Lot 5 South 26 degrees 40'East 46.53 feet; thence South 59 degrees 27' West 191.72 feet to the northeast side of Summit Avenue; thence along the northeast side of Summit Avenue, North 26 degrees 46' West 108 feet more or less to the beginning.

Being the same property conveyed by Arthur W. Norton and Ines M. Norton, his wife, to the Trustees of the Severna Park Presbyterian Church by deed dated March 23, 1946 and recorded among the Land Records of Anne Arundel County in Liber JHH 354, folio 409.

6. Lot No. 2, Section W, as shown on the Plat of Severn Park, and described as follows:

Beginning for the same at a point on the northeast side of Summit Avenue 108 feet southeasterly from the south side of Hill Top Drive and running thence North 59 degrees 27' East 191.72 feet; thence South 26 degrees 46' East 64.87 feet; thence South 59 degrees 27' west 195.82 feet to the northeast side of Summit Avenue; thence along the northeast side of Summit Avenue, North 26 degrees 46' West 65 feet to the place of beginning.

Being the same property intended to be conveyed by William N. Allman and Nettie S., his wife, et al, to the Board of Trustees of the Woods Memorial Presbyterian Church, Severna Park, Maryland, by deed dated July 5, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 584, folio 442.

7. Lot No. 3, Block W, as shown on the Plat of Severna Park and described as follows:

Beginning for Lot No. 3 at a pipe set on the East side of Summit Avenue where the division line between Lots 3 and 4 of Block W, intersects the East side of Summit Avenue, all as shown on a Plat of Severna Park, and running from thence and with the East side of Summit Avenue, North 26 degrees 46' West 65 feet to the division line between Lots 2 and 3, North 59 degrees 27' East 195.82 feet; thence with the rear of Lot 3 South 30 degrees 33' East 64.87 feet to a pipe; thence with the first mentioned division line between Lots 3 and 4, South 59 degrees 27' West 199.92 feet to the place of beginning.

Being the same property conveyed by Louis J. Marshall and Dolores C. Marshall and Dolores C. Marshall his wife, to Board of Trustees of the Woods Memorial Presbyterian Church, Severna Park, Maryland, by deed dated February 20, 1952 and recorded among the Land Records of Anne Arundel County in Liber JHH 667, folio 365.

8. Lot No. 67, Section T as shown on the Plat of Severna Park and described as follows:

Beginning for the same at a point on the eastern side of Baltimore & Annapolis Boulevard 150 feet northwesterly from the intersection of the

North side of Vernon Place with said side of said Boulevard and running thence northeasterly 193.72 feet to Hill Top Drive; thence southerly binding on the western side of Hilltop Drive 70 feet; thence southwesterly 173.75 feet to the said eastern side of said Boulevard and thence binding thereon northwesterly 75 feet to the place of beginning.

Being the same property conveyed by Joseph Pethersky and Dena, his wife, to the Board of Trustees of the Woods Memorial Presbyterian Church, Severna Park, Maryland, by deed dated November 19, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 655, folio 264.

9. Lot No. 4, Block W, as shown on the Plat of Severna Park, and described as follows:

Beginning for the same at a corner formed by the Northeast side of Summit Avenue and the northwest side of a 30 foot drive and running thence along the Northwest side of said 30 foot drive, North 59 degrees 27 ' East 204.02 feet to Lot 5, thence North 26 degrees 46' West 64.87 feet; thence South 59 degrees 27' West 199.92 feet to the northeast side of Summit Avenue; thence along the Northeast side of Summit Avenue, South 26 degrees 46' East 65 feet to the place of beginning.

Being the same property conveyed by Eva Kaufman, widow, to the Board of Trustees of the Woods Memorial Presbyterian Church, Severna Park, Maryland, by deed dated January 14, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 734, folio 477.

10. Lot No. 2, Block U, as shown on the Plat of Severna Park and described as follows:

Beginning for the same at the corner formed by the Northeast side of Summit Avenue and the Northwest side of Hill Top Drive and running thence along the Northwest side of Hill Top Drive by a curve to the right with a radius of 399.26 feet for a distance of 210 feet, more or less to a 15 foot path, thence along the southwest side of said 15 foot path in a northwesterly direction for a distance of 80.28 feet; thence South 55 degrees 03' West 180 feet, more or less to the northeast side of Summit Avenue; thence along the Northeast side of Summit Avenue South 26 degrees 46' East 150 feet to the place of beginning.

Saving and Excepting therefrom a 10 foot width of said lot immediately adjacent to Lot 1, Section U on said plat fronting 10 feet on Summit AVenue and 10 feet on the 15 foot alley at the rear of the lot and extending along the sideline of Lot 1, Section U for its entire length from Summit Avenue to said alley and maintaining a width of 10 feet throughout said length.

Being the same property conveyed by Louis Janof and Bertha Janof, his wife, to The Trustees of the Woods Memorial Presbyterian Church of Severna Park, Maryland, by deed dated March 1, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1189, folio 287.

11. Lot No. 2, Section V as shown on the Plat of Severna Park and described

as follows:

Beginning for the same at a point on the northwest side of Hill Top Drive situated North 59 degrees 27' East 100 feet from a 15 foot path and running thence North 26 degrees 46' West 242.37 feet to the southeast side of a 15 foot path; thence along said path North 54 degrees 48' East 60.2 feet; thence South 26 degrees 46' East 247.25 feet to the northwest side of Hill Top Drive; thence along the said northwest side of Hill Top Drive, South 59 degrees 27' West 60 feet to the point of beginning.

Being the same property conveyed by Wirt R. Arnold, Jr. and Ruth E., his wife, to the Trustees of the Woods Memorial Presbyterian Church, by deed dated April 21, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1385, folio 569.

12. Lot No. 1, Section V, as shown on the Plat of Severna Park, said lot being on Hill Top Drive as shown on said Plat.

Being the same property conveyed by The Severna Company to Trustees of Woods Memorial Presbyterian Church, by deed dated March 1, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1547, folio 460.

13. Lot No. 5, Section W, as shown on the Plat of Severna Park.

Being the same property conveyed by The Severna Company to the Trustees of the Woods Memorial Presbyterian Church, by deed dated December 10, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1936, folio 309.

14. Part of Hill Top Drive adjoining Lot 20, Block V as shown on the Plat of Severna Park.

Beginning for the same at a pipe set at the point of curve on the northwest side of Hill Top Drive in the southeast line of Lot 1, Block V, as shown on the Plat of "Severna Park", recorded among the Plat Records of Anne Arundel County in Plat Book No. 12, folio 26, and running from said beginning point so fixed crossing Hill Top Drive with the extension of the tangent section of the Northwest side of Hill Top Drive to establish a new northwest side, south 53 degrees 10 minutes 20 seconds west 166 feet to a pipe set in the arc of the southeast side of Hill Top Drive in the northwest line of Lot 1, Block W; said point to be a new point of curve in the new northwest side of Hill Top Drive; thence leaving the new northwest side and running with the southeast side of Hill Top Drive as shown on said Plat along the arc of a curve, said arc having a radius of 364.16 feet, a chord of south 84 degrees 29 minutes 49 seconds west 53.60 feet, for an arc distance of 53.65 feet to intersect the proposed new northeast side of Summit Avenue; thence with the new northeast side of Summit Avenue, along the arc of a curve, said curve having a radius of 51.42 feet a chord of north 55 degrees 33 minutes 07 seconds west 15.26 feet for an arc distance of 15.32 feet to a pipe set at a point of tangency; thence north 47 degrees 01 minutes west 12.81 feet to a point of curve; thence with the arc of said

curve which has a radius of 125.17 feet a chord of north 62 degrees 08 minutes west 65.34 feet for an arc distance of 66.10 feet to the point of compound curvature on the north side of Summit Avenue and/or Hill Top Drive in the south line of Lot 19, Block V; thence with the arc of the north side of Summit Avenue and/or Hill Top Drive, as shown on said Plat, said arc having a radius of 324.16 feet, a chord of north 77 degrees 57 minutes 48 seconds east 271.85 feet, for an arc distance of 280.52 feet to the place of beginning as surveyed by J.R. McCrone, Jr., Inc., Registered Surveyors, in March 1967. Being a part of Hill Top Drive lying between Lots 1, 20 and 19, Block V and Lots 5 and 1, Block W, as shown on the Plat of Severna Park, recorded among the Plat Records of Anne Arundel County in Plat Book No. 12, folio 26.

Being the same property conveyed by The Severna Company to Trustees of Woods Memorial Presbyterian Church, be deed dated February 6, 1968 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2263, folio 187.

15. The beds of: Vernon Place; Summit Avenue from Hill Top Drive to Cypress Creek Road; and, Hill Top Drive from the division line of Lots 16 and 17, Block V as extended across Hill Top Drive to the Eastern boundary of Lot 2, Block V, all as shown on the Plat of Severna Park, and they bed of the 15 foot path lying between Lot 1, Block V and Lots 17 thru 20, Block V as shown on the Plat of Severna Park.

Being the same property conveyed to the Trustees of the Woods Memorial Presbyterian Church by deed dated June 26, 1991 and recorded among the Land Records of Anne Arundel County in Liber 5353, folio 097.

Subject to the easement for ingress and egress granted to The Young Men's Christian Association of Anne Arundel County, Inc., and Leonard O. Gerber, Trustee, as described in the Deed dated June 26, 1991 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 5353, folio 097.

The property conveyed by the Trustees of Woods Memorial Presbyterian Church to The Severna Company by deed dated February 6, 1969 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2263, folio 170 (being part of the property described in the Deed dated December 10, 1965 and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. 1936, folio 309, from the Severna Company to the Trustees of the Woods Memorial Presbyterian Church, and part of the property described in the Deed dated March 23, 1946 and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 354, folio 409, from Arthur W. Norton and Ines M. Norton, his wife, to the Trustees of the Severna Park Presbyterian Church) was conveyed back to the Trustees of the Woods Memorial Presbyterian Church by The Severna Company by deed dated June 26, 1991, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 5353, folio 097.

The said Severna Park Presbyterian Church of Anne Arundel County, Maryland, by Articles of Amendment dated December 3, 1946 and recorded among

the Corporation Records of Anne Arundel County in Liber J.H.H. 5, folio 303, having changed its name to "Trustees of the Woods Memorial Presbyterian Church".

BOOK 576 PAGE 498

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) | 2. Secured Party(ies) and address(es) | 3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) |
|---|---|---|
| Harley-Davidson of Annapolis, Inc/ 1929 Lincoln Drive Annapolis, MD 21401 | Harley-Davidson, Inc. P.O. Box 653 Milwaukee, WI 53201 | RECORD FEE 10.00<br>POSTAGE .50<br>#045650 C191 R03 T15:56<br>03/24/92<br>MARY M. POSE<br>AA CO. CIRCUIT COURT |

4. This statement refers to original Financing Statement bearing File No. 04575-446-439
Filed with Ann Arundel County Clerk of Circuit Court Date Filed Feb. 11, 19 82

5. ☐ **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☐ **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. ☐ **Amendment.** Financing Statement bearing file number shown above is amended as set forth in item 10.
9. ☐ **Release.** Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.
10.

No. of additional Sheets presented:

Harley-Davidson of Annapolis, Inc.

By: _____
Signature(s) of Debtor(s) (necessary only if item 8 is applicable).

Harley-Davidson, Inc.

By: Carol S. Hattery
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical **STANDARD FORM - FORM UCC-3**

BOOK 576 PAGE 499

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)
Harley-Davidson of
Annapolis, Inc.
1929 Lincoln Drive
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Kilbourn Finance Corporaiton
P O Box 752, 1201 N. 37th St.
Milwaukee, WI 53201

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 1.00
RECORD FEE 9.00
POSTAGE .00
POSTAGE .50
#045440 C191 R03 T15:5
01/24/92
MARY M. ROSE
CLERK CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. #04576 446-440
Filed with Ann Arundel County Circuit Court Date Filed Feb. 11, 19 82

5. [X] **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. [ ] **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. [ ] **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. [ ] **Amendment.** Financing Statement bearing file number shown above is amended as set forth in item 10.
9. [ ] **Release.** Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.
10.

No. of additional Sheets presented:

Harley-Davidson of Annapolis, Inc.

By: _____
Signature(s) of Debtor(s) (necessary only if item 8 is applicable).

Kilbourn Finance Corporation

By: Carol A. Watters
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical **STANDARD FORM - FORM UCC-3**

BOOK 576 PAGE 500

A. A. County
09758

# 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.** 284821

**RECORDED IN LIBER** 573 **FOLIO** 309 **ON** 10/18/91 **(DATE)**

**1. DEBTOR**

**Name** C & S Faulkner, Inc.

**Address** 6520 Hanover Road Hanover, MD 21076

**2. SECURED PARTY**

RECORD FEE 10.00
POSTAGE
TOTAL

**Name** Orix Credit Alliance, Inc.

**Address** P.O. Box 676, 1331A Ashton Road Hanover, MD 21076

**Person And Address To Whom Statement Is To Be Returned If Different From Above.**

G.L

**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.)

AMENDMENT

To Add the Serial Numbers on Thirty Two (32) Containers as follows:

(8) 8yd. S/N's 914486, 914494, 914479, 914475, 914490, 914495, 914483 and 914470

(8) 6yd. S/N's 914497, 914487, 914478, 914489, 914503, 914516, 914522 and 914509

(8) 4yd. S/N's 914484, 914505, 914491, 914492, 914502, 914506, 914504 and 914513

(8) 2yd. S/N's 914477, 914474, 914485, 914468, 914466, 914467, 914476 and 914464

C & S Faulkner, Inc.
(Signature of Debtor)
Type or Print Above Name on Above Line

Orix Credit Alliance, Inc.
(Signature of Secured Party)
Type or Print Above Name on Above Line

**Dated** 11/11/91

Anne Arundel County

BOOK 576 PAGE 501

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 274403

RECORDED IN LIBER 531 FOLIO 501 ON 9/2/88 (DATE)

1. DEBTOR: Name Peters, Inc.

Address 1400 Parker Road, Baltimore, MD 21227

2. SECURED PARTY: Name Citizens Bank of Maryland, formerly known as Citizens Bank and Trust Company of Maryland

Address 14401 Sweitzer Lane, Laurel, MD 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

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. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE ☐ FULL RELEASE ☒ | C. 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. |
| D. ASSIGNMENT ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 4 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below) | | E. OTHER ☐ (Such as "amendment"; if amendment, both Debtor and Secured Party must sign) |

Two (2) mobile lifting platforms - HEK Twin Mast Models MS3000 with serial numbers 8801201 and 8802203

RECORD FEE 10.00
POSTAGE .50
#045690 C.91 R03 T16:00
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. Assignee of Secured Party(ies) from which security information obtainable:

Name

Address

Citizens Bank of Maryland, formerly known as Citizens Bank and Trust Company of Maryland

Dated 12-20-91

By: (Signature of Secured Party)

Thomas J. Huber, Jr., V.P.
Type or Print Above Name on Above Line

87-10

BE ? see below

BOOK 576 PAGE 502 285505

# 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) | 2. Secured Party(ies) and Address(es) |
|---|---|
| BLUE MOON EQUESTRIAN CENTER<br>82136 HWY. 437<br>BLOND, LA 70433 | FORD NEW HOLLAND CREDIT CO.<br>PO BOX 36387<br>RICHMOND, VA 23235 |

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 3910 TRACTOR AND LOADER, SER.#BC10975.

RECORD FEE 11.00
#045890 C191 R03 T16:14
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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:

Blue Moon Equestrian Centre
(SIGNATURE OF DEBTOR)
BLUE MOON EQUESTRIAN CENTER

(SIGNATURE OF DEBTOR)

FORD NEW HOLLAND CREDIT CO.
(NAME OF SECURED PARTY)
BY
CHRIS HANBURGER

F.N.C.C. 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED PRINTED IN U.S.A.

11

Anne Arundel

BOOK 576 PAGE 503

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282515

RECORDED IN LIBER 562 FOLIO 472 ON 12/4/90 (DATE)

1. DEBTOR

Name GISCHEL MECHANICAL SERVICES INC.

Address 7605 ENERGY PARKWAY BALTIMORE ANNE ARUNDEL MD 21226

2. SECURED PARTY

Name THE LINCOLN ELECTRIC CO.

Address 22801 ST. CLAIR AVE., CLEVELAND, OH 44117-1199

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: XX
(Indicate whether amendment, termination, etc.)

TERMINATION

RECORD FEE 10.00
#045860 C191 R03 T16:17
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated January 8, 1992

Richard Trivisonno
(Signature of Secured Party)

RICHARD TRIVISONNO, CREDIT MGR.
Type or Print Above Name on Above Line

15

BOOK 576 PAGE 504

Anne Arundel

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282428

RECORDED IN LIBER 562 FOLIO 267 ON 11/21/90 (DATE)

1. DEBTOR

Name GISCHEL MECHANICAL SERVICES INC.

Address 7605 ENERGY PARKWAY BALTIMORE ANNE ARUNDEL MD 21226

2. SECURED PARTY

Name THE LINCOLN ELECTRIC CO.

Address 22801 ST. CLAIR AVE., CLEVELAND, OH 44117-1199

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)
TERMINATION

RECORD FEE 10.00
#045870 C191 R03 T16:13
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

G.L

Dated January 8, 1992

Richard Trivisonno
(Signature of Secured Party)

RICHARD TRIVISONNO, CREDIT MGR.
Type or Print Above Name on Above Line

14

Anne Arundel

BOOK 576 PAGE 505

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282348

RECORDED IN LIBER 562 FOLIO 64 ON 11/14/90 (DATE)

1. DEBTOR

Name L.D. Burkindine sheet metal, incorporated

Address 4701 BELLE GROVE ROAD BAY A, ANNE ARUNDEL, MARYLAND 21225

2. SECURED PARTY

Name THE LINCOLN ELECTRIC CO.

Address 22801 XX ST. CLAIR AVE., CLEVELAND, OH 44117-1199

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: XXXX
(Indicate whether amendment, termination, etc.)

TERMINATION

RECORD FEE 10.00
#045880 C191 R03 T16:13
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated January 8, 1992

Richard Trivisonno
(Signature of Secured Party)

RICHARD TRIVISONNO, CREDIT MGR.
Type or Print Above Name on Above Line

16

Anne Arundel County BOOK 576 PAGE 506

285506

File No. .....
Record Reference:
Liber..... Folio.....

# FINANCING STATEMENT

..... Not subject to Recordation Tax.

XX.... Subject to Recordation Tax on principal amount of $ 9,000.00

..... To Be Recorded in The Land Records (For Fixtures Only).

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

| Name of Debtor | Address |
|---|---|
| PVM Plastics<br>and<br>Paul V. Mooty, Jr. | 7513 Connelley Drive, Suite D<br>Hanover, Maryland 21076 |

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland
to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):

1 - new Holtzer 1254 Power Saw s/n 588008 complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

RECORD FEE 12.00
EL PROP 5.00
RECORD TAX 58.00
POSTAGE .50
#045820 C191 R03 T16:10
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. XX.....Proceeds) .....Products) of the collateral are also specifically covered.

| Debtor | Secured Party (Assignee) |
|---|---|
| PVM Plastics | THE CITIZENS NATIONAL BANK |
| By: Paul V. Mooty, Jr. / Sole Proprietor | By: Donald E. Shaffrey<br>Senior Vice President |
| Paul V. Mooty, Jr., Individually | |
| By: | |

Type or print all names and titles under signatures.

12
63
.50

285507

BOOK 576 PAGE 507

The underlying secured transaction being publicized by this Financing Statement ☐ is ☒ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: $_____.

## MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐ YES ☒ NO

~~STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~ Anne Arundel County

This Financing Statement dated 12-31-1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| Debtor(s) (Last Name First) and mailing address: | Check the box indicating the kind of statement. Check only one box. |
|---|---|
| BAR-B-QUE OF ANNAPOLIS LIMITED PARTNERSHIP DBA RED, HOT & BLUE<br>201 REVEL HIGHWAY<br>ANNAPOLIS, MD 21401 | (X) ORIGINAL FINANCING STATEMENT<br>( ) CONTINUATION ORIGINAL STILL EFFECTIVE<br>( ) AMENDMENT<br>( ) ASSIGNMENT<br>( ) PARTIAL RELEASE OF COLLATERAL<br>( ) TERMINATION |
| Name and address of Secured Party<br>Annapolis National Bank<br>2083 West Street<br>Annapolis, MD 21401 | Name and address of Assignee |
| Date of maturity, if any | Check if proceeds/products of collateral are covered ( X ) |

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

**All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment, General Intangibles and Fixtures; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).**

**This Financing Statement is to be recorded in the real estate records. Some or all of the collateral is located on the following described real estate: FIXTURES LOCATED AT 201 REVEL HIGHWAY, ANNAPOLIS, MARYLAND 21401**

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: **FIXTURES LOCATED AT 201 REVEL HIGHWAY, ANNAPOLIS, MARYLAND 21401**

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.

| | |
|---|---|
| BAR-B-QUE OF ANNAPOLIS LIMITED PARTNERSHIP DBA RED, HOT & BLUE | Annapolis National Bank |
| Signature of Debtor | Signature of Secured Party |

RECORD FEE 11.00
POSTAGE .50
#046440 C191 R03 T12:00
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

G.L.

285508

To Be Recorded In:

BOOK 576 PAGE 508

|___| At the State Department of Assessment and Taxation

|_x_| Financing Statement Records of Anne Arundel County, Maryland

**FINANCING STATEMENT**
(Maryland-U.C.C.-1)

1. BORROWER: Henry O. Berman Company, Inc.
7353 Ritchie Highway
Glen Burnie, Maryland 21061

2. SECURED PARTY: Paul J. Berman
1823 Rambling Ridge Lane
Apartment 301
Baltimore, Maryland 21209

RECORD FEE 11.00
POSTAGE .50
#046480 C191 R03 T19:07
01/24/92
MARK E. ROSE
AA CO. CIRCUIT COURT

3. This Financing Statement covers and the Borrower grants and conveys to the Secured Party a security interest in and to all of the personal property now owned or hereafter acquired by the Borrower, together with all the proceeds and products therefrom including but not limited to the following:

All accounts receivable now outstanding or hereafter arising.

4. 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.

**WITNESS:**

Michael S. Scher

**BORROWER:**

**Henry O. Berman Company, Inc.,**
a Maryland corporation

By: Paul Berman [SEAL]
Paul Berman
President

Date: December 27, 1991

11.50

BOOK 576 PAGE 509

**WITNESS:**

Michael S. Scher

**SECURED PARTY:**

Paul J. Berman [SEAL]

Date: December 27, 1991

TO FILING OFFICER: After this Statement has been recorded, please return to:

Michael S. Scher
Tydings & Rosenberg
100 East Pratt Street
Baltimore, Maryland 21202

285509

BOOK 576 PAGE 510

The underlying secured transaction being publicized by this Financing Statement ☑ is ☐ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: $ 50,000.00 .

## MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐ YES ☑ NO

ANNE ARUNDEL COUNTY, MARYLAND

This Financing Statement dated 12-18-1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| Debtor(s) (Last Name First) and mailing address: | Check the box indicating the kind of statement. Check only one box. |
|---|---|
| **Clark-Keller, Inc.**<br>**1160 Spa Road, Suite 2B**<br>**Annapolis, MD 21403** | (X) ORIGINAL FINANCING STATEMENT<br>( ) CONTINUATION ORIGINAL STILL EFFECTIVE<br>( ) AMENDMENT<br>( ) ASSIGNMENT<br>( ) PARTIAL RELEASE OF COLLATERAL<br>( ) TERMINATION |
| Name and address of Secured Party<br>**SUBURBAN BANK OF MARYLAND**<br>**7505 Greenway Center Drive**<br>**P O Box 298**<br>**Greenbelt, MD 20768** | Name and address of Assignee |
| Date of maturity, if any | Check if proceeds/products of collateral are covered ( X ) |

RECORD FEE 11.00
RECORD TAX 350.00
POSTAGE .50
01/24/92

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):

Serial Numbers - 2182475 and 2182517

**Two Graphic Design Apple-Macintosh II Computer Systems -; 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).**

MARY M. ROSE
CLK. CIRCUIT COURT

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.

| | |
|---|---|
| **Clark-Keller, Inc.**<br>**By: David C. Clark, President** | **SUBURBAN BANK OF MARYLAND**<br>Robert Vinson, Jr., Asst. Treas |
| **Signature of Debtor** | **Signature of Secured Party** |

11
350
.50

BOOK 576 PAGE 511 285510

The underlying secured transaction being publicized by this Financing Statement ☑ is ☐ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: $ 50,000.00 .

**MARYLAND FINANCING STATEMENT FORM**

TO BE RECORDED IN LAND RECORDS ☐YES ☒NO

**Anne Arundel County, Maryland**

This Financing Statement dated 12-15-1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| Debtor(s) (Last Name First) and mailing address: | Check the box indicating the kind of statement. Check only one box. |
|---|---|
| **Clark-Keller, Inc.**<br>**1160 Spa Road, Suite 2B**<br>**Annapolis, MD 21403** | (X) ORIGINAL FINANCING STATEMENT<br>( ) CONTINUATION ORIGINAL STILL EFFECTIVE<br>( ) AMENDMENT<br>( ) ASSIGNMENT<br>( ) PARTIAL RELEASE OF COLLATERAL<br>( ) TERMINATION |
| Name and address of Secured Party<br>**SUBURBAN BANK OF MARYLAND**<br>**7505 Greenway Center Drive**<br>**P O Box 298**<br>**Greenbelt, MD 20768** | 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 Accounts, Contract Rights, Equipment and Fixtures; together with the following specifically described property: and Furniture; 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).**

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.

| Clark-Keller, Inc. | SUBURBAN BANK OF MARYLAND |
|---|---|
| By: David C. Clark, President | Robert Vincon, Jr., Asst. Treasurer |
| Signature of Debtor | Signature of Secured Party |

RECORD FEE 11.00
RECORD TAX 350.00
POSTAGE .50
MARYLAND TAX R03 T17:13
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

11
350
.50

STATE OF MARYLAND

BOOK 576 PAGE 512

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3**

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 276786

**RECORDED IN LIBER** 539 **FOLIO** 359 **ON** 4-5-89 **(DATE)**

**1. DEBTOR**

**Name** CHARLES E. SPARKS

**Address** 1045 ASHE ST., DAVIDSONCILLE, MD 21035

**2. SECURED PARTY**

RECORD FEE TOTAL 10.00

**Name** J I CASE CREDIT CORP

**Address** P O BOX292 RACINE, WI 53401

**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

#046870 C191 R03 T19:30
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT
POSTAGE .50

#046870 C191 R03 T19:30
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

**Dated** 1-15-92

(Signature of Secured Party)

JI CASE CREDIT CORP-TERRY THOMAS-SEC
**Type or Print Above Name on Above Line**

285511

BOOK 576 PAGE 513

The underlying secured transaction being publicized by this Financing Statement ☐ is ☒ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: $_____.

## MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐YES ☒NO

~~STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~ Anne Arundel County

This Financing Statement dated 01-17-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| Debtor(s) (Last Name First) and mailing address: | Check the box indicating the kind of statement. Check only one box. |
|---|---|
| ASH MECHANICAL SERVICES, INC.<br>541 CENTRAL AVENUE E<br>EDGEWATER, MD 21037 | (X) ORIGINAL FINANCING STATEMENT<br>( ) CONTINUATION ORIGINAL STILL EFFECTIVE<br>( ) AMENDMENT<br>( ) ASSIGNMENT<br>( ) PARTIAL RELEASE OF COLLATERAL<br>( ) TERMINATION |
| Name and address of Secured Party<br>Annapolis National Bank<br>2083 West Street<br>Annapolis, MD 21401 | Name and address of Assignee |
| Date of maturity, if any | Check if proceeds/products of collateral are covered ( X ) |

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment, General Intangibles and Fixtures; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

RECORD FEE 11.00
POSTAGE .50
B0405C0 C191 R03 T19:32
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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.

| ASH MECHANICAL SERVICES, INC. | Annapolis National Bank |
|---|---|
| By: DONALD E. ANDERSON, PRESIDENT | |
| Signature of Debtor | Signature of Secured Party |

11.50

Loan No. 100193-HO

BOOK 576 PAGE 514

**UNIFORM COMMERCIAL CODE**

**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 194804

RECORDED IN ~~XXXXX~~ Roll No. 339 ~~XXXX~~ Page 1 ON May 8, 1975 (DATE)

1. DEBTOR

Name Chevtech Limited Partnership

Address 11420 Rockville Pike, Rockville Maryland 20852

2. SECURED PARTY

Name The Mutual Life Insurance Company of New York

Address 1740 Broadway, New York, New York 10019

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

| | |
|---|---|
| **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.) |

RECORD FEE 10.00

POSTAGE .50

M047000 C191 R03 T17:37

01/24/92

MARY M. ROSE

AA CO. CIRCUIT COURT

Dated 1/13/92

(Signature of Secured Party)

Type or Print Above Name on Above Line

Anthony J. Riolo Investment Vice President

10.50

UCC 3 MARYLAND 782

PRINTED BY JULIUS BLUMBERG, INC.

285512

BOOK 576 PAGE 515

Anne Arundel Co. 11.50

# MARYLAND FINANCING STATEMENT

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Pollux Corporation
(Name or Names)
8280 Patuxent Range Road, Jessup, Maryland 20794
(Address)
CFSL 4996

LESSEE: _____
(Name or Names)
_____
(Address)

2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford 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 - Canon L-770 Fax Machine

RECORD FEE 11.00
POSTAGE .50
H04T030 C:01 R03 13:53:39
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE

Pollux Corporation

By: R N Rounds CFO
(Title)

R. N. ROUNDS
(Type or print name of signer)

By: _____
(Title)

_____
(Type or print name of signer)

LESSOR

Chesapeake Industrial Leasing Co., Inc.

By: Donald A. Lounsbury Credit Manager
(Title)

Donald A. Lounsbury
(Type or print name of signer)

Return to: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road
Baltimore, MD 21234

11.50

BOOK 576 PAG. 516 285513

| 180648 | 1. No. of additional sheets: 1 | State Billing Account No. | For Filing Officer (Date, Time, Number, and Filing Office) |
|---|---|---|---|
| 2. Debtor(s) Last Name first, address(es) Social Sec. No. - Tax I.D. No.<br>McCausey Lumber Company<br>32205 Little Mack<br>Roseville, Michigan 48066<br>(TIN: 38-1289010) | 3. Secured Party(ies) and address(es)<br>NBD Bank, N.A.<br>611 Woodward Ave.<br>Detroit, MI 48226<br>Collateral Department | | DO NOT WRITE IN THIS SPACE<br>RECORD FEE 11.00<br>#047040 CIP1 RCD T19140<br>01/24/92<br>MARY M. ROSE<br>AA CO. CIRCUIT COURT |
| 4. Name and address(es) of assignee(s) (if any) | CHECK ☒ if applicable<br>5. ☐ Products of collateral are also covered.<br>6. ☐ Collateral was brought into this state subject to a security interest in another jurisdiction. | | |

7. This financing statement covers the following types (or items) of property:

SEE ATTACHED EXHIBIT A

THIS FINANCING STATEMENT COVERS COLLATERAL LOCATED IN ANNE ARUNDEL COUNTY, MARYLAND.

MCCAUSEY LUMBER COMPANY

By: [signature]

Its: [signature]

Signature(s) of Debtor(s)

NBD BANK, N.A.

By: Susanna P Nichols

by: Its: ASS'T LOAN OFFICER

(Signature of Secured Party or Assignee of Record)

NBD 1327 Rev. 1/91

Order by Form B411K Rev. 12/86
From Doubleday Bros. & Co., Kalamazoo, MI 49002 FINANCIAL PRINTERS

~~SECRETARY OF STATE COPY~~

# EXHIBIT A

## Description of Collateral

All present and future accounts, chattel paper, and general intangibles. All present and future inventory, wherever located, together with (1) all present and future containers and shelving useful for storing that inventory, and (2) all present and future bills of lading, warehouse receipts, shipping documents, drafts, and any other documents of whatever nature, whether negotiable or nonnegotiable, covering or relating to all or any portion of that inventory. All present and future proceeds relating to any of the foregoing.

mccauEXA.jam

STATE OF MARYLAND 285514

# FINANCING STATEMENT

FORM BOOK 576 PAGE 518 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. $ 31,000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name K.T. Foods d/b/a Subway Sandwiches and Salads

Address 4165 Moutain Road, Pasadena, MD 21122

2. SECURED PARTY

Name Stephens Diversified Leasing, Inc.

Address 1755 East Plumb Lane, Suite 160

Reno, Nevada 89502

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Stephens Diversified Leasing, Inc. Attn: Ginger Hayes
P. O. Box 2299. Little Rock. AR 72203

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED

Name and address of Assignee

RECORD FEE 12.00
RECORD TAX 217.00
POSTAGE .50
RECEIPT TOTAL 229.50
03/24/92
NANCY M. ROSE
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)

K.T. Foods d/b/a Subway Sandwiches and Salads
(Signature of Debtor)

JUDITH A. KOLARIK
Type or Print Above Name on Above Line

Judith A Kolarik
(Signature of Debtor)

Type or Print Above Signature on Above Line

Ginger Hayes. Paralegal
Stephens Diversified Leasing, Inc.
(Signature of Secured Party)

Ginger Hayes, Paralegal
Type or Print Above Signature on Above Line

B 31.50

SCHEDULE A

Subway Franchisee
Judith Kolarik
K. T. Foods, Inc. d/b/a Subway Sandwiches and Salads
Store #11677

4165 Mountain Rd.
Pasadena, MD 21122

**EQUIPMENT LIST**

| | |
|---|---|
| (1) NORLAKE FREEZER (S/N 91400795, S/N 91100583) (INCLUDES WARRANTY) | $2,623.40 |
| (3) NORLAKE DRY STORAGE SHELVING 24X48 | 580.50 |
| (1) NORLAKE SHELVING KIT, 4 TIER MODEL 46 | 328.05 |
| (1) NORLAKE COOLER 6X6X6-7(S/N 91400796, 91302507) (INCLUDES WARRANTY) | 2,585.15 |
| (1) NORLAKE SPEC SHELF KIT 4 TIER MODEL 66 | 397.35 |
| (1) AMER SIGN BACKLIT MENU 5 PANEL | 598.95 |
| (1) RBS/CASIO TK4300 CASH REGISTER | 1,250.95 |
| (1) DUKE SANDWICH PREP TABLE RIGHT | 2,061.00 |
| (1) DUKE 30X60 WORK TABLE | 194.00 |
| (1) DUKE 30X72 WORK TABLE | 204.00 |
| (1) DUKE 30X36 WORK TABLE | 163.00 |
| (1) DUKE SDTS 2116-32 SINK | 744.00 |
| (1) DUKE PR3EF PRE-RINSE W/FT | 236.00 |
| (1) DUKE SUB BEVERAGE CTR | 837.38 |
| (2) DUKE SUBWAY BACK COUNTER | 1,259.94 |
| (1) NU VU OP-2FM OVEN 208-3R | 3,480.00 |
| (1) NU VU ENC BREAD RACK RH | 433.00 |
| (1) AMANA RFS8SW1 MICROWAVE | 518.59 |
| (1) MANITOWOC ICE CUBER | 1,122.19 |
| (1) MANITOWOC STORAGE BIN | 380.48 |
| (1) BRIARWOOD 2-2 A25 WOOD EDGE TOP 5'-6" OPENING | 236.00 |
| (1) BRIARWOOD 2-2 C25 WOOD EDGE TOP 5'-6" OPENING | 340.00 |
| (2) BRIARWOOD 2-1 A44 WOOD EDGE TOP 5'-6" OPENING | 516.00 |
| (1) BRIARWOOD 2-1 B44 WOOD EDGE TOP 5'-6" OPENING | 348.00 |
| (2) BRIARWOOD 2-1 C44 WOOD EDGE TOP 5'-6" OPENING | 1,024.00 |
| (1) WAYMAR TRASH MODULE | 274.00 |
| (1) LOCKWOOD RETARDER CABINET | 345.00 |
| (1) PEARSON SIGNS, INC. LETTERS, PERMITS, LABOR | 2,085.00 |
| (1) PEARSON SIGNS, INC. NEON SIGN | 1,792.00 |
| TOTAL EQUIPMENT | 26,957.93 |

BOOK 576 PAGE 520

285515

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity Date (Optional):

Debtor and social security or IRS emp. ID number and Address:
SYSTEMS ANALYTIC SPECIALIST
MICHAEL B QUARTUCCI
1421 TIEMAN DR
GLEN BURNIE, MD 21061

Secured Party and Address:
SENCORE
3200 Sencore Drive
Sioux Falls, SD 57107

This financing statement covers the following types (or items) of property:
Sencore Electronic Test Equipment. Model Numbers:
1 @ CM2000 1 @ 39B274

RECORD FEE 12.00

For Filing Officer (Date, Time, Number, and Filing Office). 115251

Assignee of secured party:

01/24/92

MARY M. ROSE
AA CO. CIRCUIT COURT

Describe real estate: (If collateral is crops) The above described crops are growing or are to be grown on, OR
(If collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to:

EXEMPT FROM STATE RECORDATION TAX. SECURED PARTY IS SELLER. CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR. AFTER FULL PAYMENT HAS BEEN MADE WILL BECOME PROPERTY OF THE DEBTOR.

Check (X) if covered: ☐ Proceeds of collateral are also covered. ☐ Products of collateral are also covered.

Number of additional sheets, if any:

Filed with:

SYSTEMS ANALYTIC SPECIALIST
By: X Michael B Quartucci 1/8/92
Signature of Debtor

Sencore Incorporated
By: Linda Thorson 1-13-92
Signature of Secured Party

Form: SOS UCC 310 07/80

UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE

Approved by: Secretary of State, State of South Dakota.

(1) FILING OFFICER COPY—ALPHABETICAL

285516

BOOK 576 PAGE 521

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)

Anthony F. Escolpio T/A
T. J. Transfer
7954 Catherine Avenue
Pasadena, MD 21122

2 Secured Party(ies) and Address(es)

Beltway Ford Truck Sales, Inc.
8300 Ardwick Ardmore Road
Landover, MD 20785

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 1.20
RECORD FEE 10.80
POSTAGE .50

4 This financing statement covers the following types (or items) of property:

1990 Ford 1FDXR82A8LVA11369 Model LN8000
with a 24' Van Body S/N MPH90VB052860001

"Document not subject to recordation tax-conditional sales contract signed by debtor."

5 Assignee(s) of Secured Party and Address(es)

Associates Commercial Corp
P.O. Box A
College Park, MD 20740

RECEIVED 01/24/92 MARY M. ROSE PG 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: AA 13,5023

Anthony F. Escolpio T/A T.J. Transfer

By: Anthony F. Escolpio
Signature(s) of Debtor(s)

Beltway Ford Truck Sales, Inc.

By: Doug V. Mars, Pres.
Signature(s) of Secured Party(ies)

12.50

603469 Rev. 12-80

Filing Officer Copy-Alphabetical

STATE OF MARYLAND

BOOK 576 PAGE 522

285517

# FINANCING STATEMENT

FORM UCC-1

Identifying File No. _____

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10/08/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles F. Creek

Address Box 638, Friendship, MD 20758

2. SECURED PARTY

Name Hugh C. Gardiner Inc.

Address Box 127, Faulkner, MD 20632

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#047270 C391 R03 T17:55
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Used IH 464 Tractor Ser #000U105273
w/ 2250 Loader

Name and address of Assignee
Case Credit A Division of
Case Corporation ID No. 74-1668960
Tenneco Credit Corporation
ID No. 76-0010368 P.O. Box 292
Racine, Wisconsin 53401-0292

**CHECK ☒ THE LINES WHICH APPLY**

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

X ☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Charles Creek
(Signature of Debtor)

Charles F. Creek
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Hugh C. Gardiner III, Pres.
(Signature of Secured Party)

Hugh C. Gardiner III, Pres.
Type or Print Above Signature on Above Line

1150

BOOK 576 PAGE 523

**UNIFORM COMMERCIAL CODE**

**STATEMENTS OF CONTINUATION, PARTIAL, RELEASE, ASSIGNMENT, ETC.—FORM UCC-3**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 284202

RECORDED IN LIBER 570 FOLIO 304 ON July 30, 1991 (DATE)

1. DEBTOR

Name Clyde F. Stephens and Virginia B. Stephens

Address 990 Waterbury Heights Drive, Crownsville, Anne Arundel County, Maryland 21032

2. SECURED PARTY

Name Koolvent Aluminum Products Assigned to Chrysler First Financial Services Corporation

Address 8600 Lasalle Road, Suite 674, Oxford Bldg.

Towson, Maryland 21204

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) n/a

CHECK ☒ FORM OF STATEMENT

**A. Continuation** ..... ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

**B. Partial Release** ..... ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

**C. Assignment** ..... ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

**D. Other:** ..... XXX ☒
(Indicate whether amendment, termination, etc.)

TERMINATION

Replacement Doors
Installed at 990 Waterbury Heights Drive
Crownsville, Anne Arundel County, MD 21032

10.00
.50
RECORDED FEE
TRANSFER FEE
RECEIPT COPY
FILED FOR RECORD
01/23/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated January 13, 1992

Victoria Sessions
(Signature of Secured Party)

Victoria L. Sessions
Type or Print Above Name on Above Line
Manager, Chrysler First Financial Services Corporation

15.50

Form UCC-3
Form 020-0379 8/81

EXEMPT FROM TAXES (K) UNIFORM COMMERCIAL CODE 1208 K-4

STATE OF MARYLAND

CONDITIONAL SALES CONTRACT

# FINANCING STATEMENT

FORM UCC-1 BOOK 576 PAGE 524

Identifying File No. 285518

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 01/04/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William E Thompkins and Darlene S. Thompkins

Address 239 Hammonds La. Baltimore, Md. 21225

2. SECURED PARTY

Name Norwest Financial

Address 6710 Ritchie HWY, SUITE E

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)

SUMTER CABINET CHERRY Bedroom; CHEST ON CHEST, Pediment Mirror, Triple Dresser Twin Headboard + Frame, NIGHT STAND Door Chest, 70" Door Dresser TRI-VIEW MIRROR, Queen size Rice Bed

RECORD FEE 12.00
POSTAGE .70
01/04/92
MARY M. ROSE
CLERK, 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)

Arthur S. Monroe Jr
(SIGNATURE OF SECURARED PARTY)
ARTHUR S. MONROE, JR

_____
(Signature of Debtor)

_____
Type or Print Above Name on Above Line

x William E. Thompkins
x Darlene S. Thompkins
(SIGNATURE OF DEBTOR)

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

William E Thompkins
Darlene S. Thompkins
Type or Print Above Signature on Above Line

STATE OF MARYLAND BOOK 570 PAGE 525 285519

# 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 1/3/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MR. CHARLES R. FERRELL

Address 334 HIGHLAND DR. APT 14 GLEN BURNIE, MD 21060

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND, INC

Address 6710 RITCHIE HGWY SUITE E

GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/3/93

4. This financing statement covers the following types (or items) of property: (list)

① GUITAR MAKE IBANEZ SERIAL# F126171
② AMP

RECORD FEE 11.00
POSTAGE .50
#0473GD CTR1 R03 T19:59
01/24/92
MARY M. ROSE
CLERK CIRCUIT COURT

G.I.

**CHECK ☒ THE LINES WHICH APPLY**

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above 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 R. Ferrell
(Signature of Debtor)

CHARLES R. FERRELL
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Arthur S. Monroe Jr.
(Signature of Secured Party)

ARTHUR S. MONROE, JR.
Type or Print Above Signature on Above Line

STATE OF MARYLAND

STATE OF MARYLAND

BOOK 575 PAGE 526

285520

# 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 1/14/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MS. PATRICIA A. DAVIS

Address 118 WARWICKSHIRE LN GLEN BURNIE MD 21061

2. SECURED PARTY

Name NORWEST FINANCIAL

Address P.O. BOX 249 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) 07/14/93

4. This financing statement covers the following types (or items) of property: (list)

ITEMS PURCHASED @ HUB FURNITURE:

1) LOTUS - SERIAL # 100707
2) LE CHAPEA - SERIAL # 460408
3) MIRROR - SERIAL # 217322
4) DRESSER - SERIAL # 217314

RECORD FEE 11.00
POSTAGE .50
#047370 C191 R03 T14:59
01/24/92
MARY M. ROSE
CLERK OF CIRCUIT COURT

G.L.

**CHECK ☒ THE LINES WHICH APPLY**

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Patricia Davis
(Signature of Debtor)

MS. PATRICIA A. DAVIS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Arthur S. Monroe Jr.
(Signature of Secured Party)

ARTHUR S. MONROE JR
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 576 PAGE 527

285521

# 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 1/14/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gregory Reaney

Address 8928 Twin Ridge Dr Glen Burnie MD 21061

2. SECURED PARTY

Name Norwest Financial

Address ~~8928 Twin~~ 6710 Ritchie Hwy Suite E

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) 1/14/94

4. This financing statement covers the following types (or items) of property: (list)

Tama Drum Set

RECORD FEE 11.00
POSTAGE .50
#04380 C191 R03 T3:59
01/24/92
MARY M. ROSE
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)

Gregory M. Reaney
(Signature of Debtor)

Gregory M Reaney
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Don DiMatteo
(Signature of Secured Party)

Don DiMatteo
Type or Print Above Signature on Above Line

STATE OF MARYLAND
BOOK 570 PAGE 528

# FINANCING STATEMENT

FORM UCC-1

285522

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 1/10/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RICHARD AND ROSE WOODSON

Address 7500 ACKERMAN CT HANOVER MD 21076

2. SECURED PARTY

Name FORWEST FINANCIAL LEASING

Address 6710 RITCHIE HGWY SUITE E 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) 1/10/95

4. This financing statement covers the following types (or items) of property: (list)

1 - 12x18 GREEN WORKSHOP W/ GREEN ROOF AND OVERHEAD DOOR

70

RECORD FEE 12.00
POSTAGE .50
#041350 C191 R03 T20:00
01/24/92
COPY B. ROSE
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)

5

(Signature of Debtor)

Richard L Woodson

Type or Print Above Name on Above Line RICHARD L. WOODSON

Rose Woodson

(Signature of Debtor)

ROSE WOODSON

Type or Print Above Signature on Above Line

Arthur S. Monroe Jr.

(Signature of Secured Party)

ARTHUR S. MONROE JR.

Type or Print Above Signature on Above Line

STATE OF MARYLAND 285523

# FINANCING STATEMENT

FORM BOOK 576 PAGE 529 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 STEVEN W PRICE

Address 4115 ELERMAN AVE BALT, MD 21206

2. SECURED PARTY

Name NORWEST FINANCIAL

Address 6710 Ritchie Hwy Ste E

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)

1 bicycle, 1 weight set, 3 cameras, 1 CB Radio, 1 Stereo, 2 VCRs, 1 video tape Camera

G.L.
RECORD FEE 11.00
POSTAGE .50
MD:100 CT21 RCD T20:00
01/24/92
ROSE
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)

(Signature of Debtor)

Steven W Price

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

ARTHUR S. MONROE JR.

Type or Print Above Signature on Above Line

Exempt From Taxes
(K) UCC 1208K-Y

STATE OF MARYLAND Conditional Sales Contract.

# FINANCING STATEMENT

FORM UCC-1 BOOK 576 PAGE 530 Identifying File No. 285524

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 1/9/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lawrence D. & Pamela S. Englehaupt

Address 2111 Commodore Ct. Odenton, MD. 21113

2. SECURED PARTY

Name NORWEST Financial Corp.

Address 6710 Ritchie Hwy S & E 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)

1. D120 Queen Head Board
1 D121 Queen Foot Board
1 D185 Queen rails
1 D112 Triple Dresser
1 D100 Chest on Chest
1 D136 Night Stand
1 D154 Tri View mirror
1 D122 Lingerie Chest.

**CHECK ☒ THE LINES WHICH APPLY**

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 12.00
POSTAGE .50
#047410 CJ71 R03 T20:00
01/24/92
ROSE
AA CO. CIRCUIT COURT

x Lawrence D. Englehaupt
(Signature of Debtor)

Lawrence D. Englehaupt
Type or Print Above Name on Above Line

x Pamela S. Englehaupt
(Signature of Debtor)

Pamela S. Englehaupt
Type or Print Above Signature on Above Line

Arthur S. Monroe Jr
(Signature of Secured Party)

ARTHUR S. MONROE, JR
Type or Print Above Signature on Above Line

AA County
09885

BOOK 576 PAGE 531

285525

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. $ 35,000.00

If this statement is to be recorded in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount Of $245.00.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name L.R. Willson & Sons, Inc.

Address 773 Annapolis Road Gambrills, MD 21054

2. SECURED PARTY

Name Orix Credit Alliance, Inc.

Address P.O. Box 676, 1331A Ashton Road Hanover, MD 21076

_____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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."

TD

RECORD FEE 17.00
RECORD TAX 245.00
POSTAGE .50
POSTED CIR COR TIP45
01/24/92
ANN M. ROSE
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)

L.R. Willson & Sons, Inc.

(Signature of Debtor)

Donald Willson, V.P.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.

Type or Print Above Signature on Above Line

17
245
50

BOOK 576 PAGE 532

**ORIX CREDIT ALLIANCE, INC.**
300 Lighting Way
Secaucus, NJ 07096-1525
~~770 LEXINGTON AVENUE~~
~~NEW YORK, NEW YORK 10021~~

# SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 15th day of January, 1992 by and between

L.R. Willson & Sons, Inc., having its principal place of business at
(Name of Mortgagor)

773 Annapolis Road Gambrills, MD 21054
(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 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 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, of 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,

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:

Mary E. Hlavac
Secretary/Witness

L.R. Willson & Sons, Inc. (Seal)
Mortgagor—
By Donald R. Willson VP
(Title)

. . . . .

STATE OF Maryland
COUNTY OF Anne Arundel } S.S.

_____ being duly sworn, deposes and says:

1. He is the _____ of L.R. Willson & Sons, 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 pertnership 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 authorizd 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 axecuted for tha uses, purposes and consideration therein mentioned and contained, by signing the name of tha corporation by himsalf 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 Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated January 15, 1992 between the undersigned.

| QUANTITY | DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used") | YEAR & MODEL | SERIAL NO. |
|---|---|---|---|
| One (1) | Used Simon Lift with all standard equipment & accessories | 1990 AT60C | Y1086 |
| | 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.

Secured Party/Seller/Mortgagee/Lessor:

Orix Credit Alliance, Inc.

By: _____

Debtor/Purchaser/Mortgagor/Lessee:

L.R. Willson & Sons, Inc.

By: [illegible] VP

FICA-L-28

BOOK 576 PAGE 535

A. A. County
09893

STATE OF MARYLAND

285526

# 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 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 676 Hanover, MD 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 17.00
POSTAGE .50
CC#7300 C191 R03 T19:52
01/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

**ASSIGNEE OF THE SECURED PARTY:**
Orix Credit Alliance, Inc.
P.O. Box 676
1331A Ashton Road
Hanover, MD 21076

"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)

Powerscreen Equipment Rentals, Inc.

(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 of Secured Party)

Marvin Stursa, Pres.

Type or Print Above Signature on Above Line

17
,50

ORIX CREDIT ALLIANCE, INC.

# CONDITIONAL SALE CONTRACT NOTE

TO: Sturm Equipment Company, Inc. ("Seller")
1223 Dorsey Road Glen Burnie, MD 21061 (Address of Seller)

FROM: Powerscreen Equipment Rentals, Inc. ("Buyer")
1223 Dorsey Road Glen Burnie, MD 21061 (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):
One (1) New Powerscreen Portable Screening Plant Model "Chieftain", S/N 5005049

And all attachments and accessories thereto.

| | |
|---|---|
| (1) TIME SALES PRICE | $ 134,388.00 |
| (2) Less DOWN PAYMENT In Cash | $ -0- |
| (3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) | $ -0- |
| (4) CONTRACT PRICE (Time Balance) | $ 134,388.00 |
| Record Owner of Real Estate: | |

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
1223 Dorsey Road (Street and Number) Glen Burnie (City) Anne Arundel (County) Maryland (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred thirty four thousand three hundred eighty eight and 00/100***** Dollars ($ 134,388.00 ) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the _____ day of _____, 19 ___, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of $ 3,733.00 and the final installment being in the amount of $ 3,733.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

**BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.**

Date: 1-16 19 92

Accepted: Sturm Equipment Company, Inc. (SEAL)
(Print Name of Seller Here)
By: [signature] Pres.

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

BUYER(S)-MAKER(S):
Powerscreen Equipment Rentals, Inc. (SEAL)
(Print Name of Buyer-Maker Here)
By: [signature] Vice-Pres.
Co-Buyer-Maker: (SEAL)
(Print Name of Co-Buyer-Maker Here)
By: _____

CLERK'S NOTATION
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

CA-L-2XD(1-75)



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ORIGINAL FOR FILING-NON-NEGOTIABLE

## TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately become due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.**

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment hy 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 hy Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date:_____, 19 _____ _____(SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)

_____ By: _____
(Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

Signature of Seller

BOOK 576 PAGE 538

## 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 1-16-92, between Stursa Equipment Company, Inc., as Seller/Lessor/Mortgagee and Powerscreen Equipment Rentals, Inc. 1223 Dorsey 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 $ 134,388.00.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 16th day of January, 19 92

Stursa Equipment Company, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: [signature] Pres.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA-L-5A

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 285527 Identifying File No. BOOK 576 PAGE 539

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 1-23-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carolina Cable Partners

Address 2444 Solomons Island Road, Suite 202, Annapolis, MD 21401

2. SECURED PARTY

Name Phoenix Leasing Incorporated

Address 2401 Kerner Boulevard, San Rafael, CA 94901-5527

Person And Address To Whom Statement Is To Be Returned 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 the personal property described in Exhibit A attached hereto.

Name and address of Assignee

Filed in Anne Arundel County, MD.

BL CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00
POSTAGE .50
#330920 C489 R02 T10:39
01/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Carolina Cable Partners
By: Bay Cable IX, Inc., Its Managing Partner

By: _____
(Signature of Debtor)

ROY E HAYES, JR - PRESIDENT
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Phoenix Leasing Incorporated

By: _____ Attorney-In-Fact
(Signature of Secured Party)

Kenneth A. Freed
Type or Print Above Signature on Above Line

12.00

**Exhibit A to**
**UCC-1 Financing Statement**

All fixtures and all tangible and intangible personal property of the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest, including, without limitation, all machinery, equipment, furniture, furnishings, tools, goods, cable television and other co-axial cable, cable, transmission lines, repeaters, modulators, amplifiers, line extenders, taps, traps, directional couplers, descramblers, scramblers, house drops, converters, cable television and other head-end equipment, transmitters, receivers, antennas, towers, television cameras, broadcasting and receiving facilities, satellite receiving dishes and related machinery and equipment, microwave and other transmitting and receiving facilities, machinery and equipment and studio equipment; all accessions, additions and improvements thereto, and all substitutions or replacements therefor; all of the Debtor's rights under all present and future authorizations, permits, licenses and franchises heretofore or hereafter granted to the Debtor for the operation and ownership of cable television systems (such authorizations, permits, licenses and franchises, together with any renewals or extensions thereof, collectively called "CATV Franchises") except to the extent that assignment of such CATV Franchises is prohibited by valid and enforceable provisions thereof (and excluding any such CATV Franchises issued by the Federal Communications Commission to the extent, and only to the extent, it is unlawful to grant a security interest in such CATV Franchises, but including, to the maximum extent permitted by law, all rights incident or appurtenant to such CATV Franchises, including, without limitation, the right to receive all proceeds derived from or arising in connection with the assignment or transfer of such CATV Franchises); to the extent the same are assignable, all of the Debtor's rights under all present and future pole attachment contracts, pole lease agreements and underground conduit, license, lease or other agreements granting to the Debtor the right to install and maintain communication cable, wires and lines of all kinds and descriptions; to the extent the same are assignable, all of the Debtor's rights under all other present and future authorizations, permits, licenses, leases, franchises, contracts and agreements (including any additional CATV Franchises) issued or granted to or entered into by the Debtor from time to time; all accounts, accounts receivable, other receivables, contract rights, chattel paper, and general intangibles of the Debtor (including, without limitation, goodwill, going concern value, insurance refunds and rebates, tax refunds, patents, trademarks, trade names, blueprints, designs, strand maps, make-ready, product lines and research and development), whether now owned or hereafter acquired by the Debtor or in which the Debtor may now have or hereafter acquire an interest; all instruments, documents of title, policies and certificates of insurance, securities, bank deposits, checking accounts and cash now or hereafter owned by the Debtor or in which the Debtor may now have or hereafter acquire an interest; all inventory, including all merchandise, raw materials, work in process, finished goods, and supplies, now or hereafter owned by the Debtor or in which the Debtor may now have or hereafter acquire an interest; all accessions, additions or improvements to and all proceeds and products of all of the foregoing; all books, records and documents relating to all of the foregoing.

STATE OF MARYLAND

# FINANCING STATEMENT FORM UCC-1 BOOK 576 PAGE 541 Locating File No. 285528

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 1-23-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay Cable II, Inc.

Address 2444 Solomons Island Road, Suite 202, Annapolis, MD 21401

2. SECURED PARTY

Name Phoenix Leasing Incorporated

Address 2401 Kerner Boulevard, San Rafael, CA 94901-5527

Person And Address To Whom Statement Is To Be Returned 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 Carolina Cable Partners, a Maryland general partnership, and all proceeds thereof.

Name and address of Assignee

Filed in Anne Arundel County, MD.

**CHECK ☒ THE LINES WHICH APPLY**

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#330930 C489 R02 T10:40
01/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Bay Cable II, Inc.

By: _____
(Signature of Debtor)

ROY E HAYES, JR - PRESIDENT
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Phoenix Leasing Incorporated

By: _____ Attorney-In-Fact
(Signature of Secured Party)

Kenneth A. Freed
Type or Print Above Signature on Above Line

11.00

STATE OF MARYLAND

BOOK 576 PAGE 542

# FINANCING STATEMENT FORM UCC-1 285529

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 1-23-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Tricorp, Inc.

Address 2444 Solomons Island Road, Suite 202, Annapolis, MD 21401

2. SECURED PARTY

Name Phoenix Leasing Incorporated

Address 2401 Kerner Boulevard, San Rafael, CA 94901-5527

Person And Address To Whom Statement Is To Be Returned 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 Carolina Cable Partners, a Maryland general partnership, and all proceeds thereof.

Name and address of Assignee

Filed in Anne Arundel County, MD.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#330940 C489 R02 T10:40
01/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Tricorp, Inc.

By: _____
(Signature of Debtor)

Roy E. Hayes, Jr., President
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Phoenix Leasing Incorporated

By: _____ Attorney-In-Fact
(Signature of Secured Party)

_____
Type or Print Above Signature on Above Line

11.00

BOOK 576 PAGE 543

Copy For Filing

FINANCING STATEMENT

285530

X Not Subject to Recordation Tax
___ Subject to Recordation Tax; Principal Amount is $_____

___ To be Recorded in Land Records (For Fixtures Only)

| NAME | ADDRESS | |
|---|---|---|
| 1. Debtor(s) (or assignor(s)) | No./Street | City/State |
| Marcy Minka Katz, P.A. | 1410 Forest Drive | Annapolis, MD 21403 |
| Marcy Minka Katz | | Davidsonville, MD |

2. Secured Party (or assignee): Anne Lind Mattie

3. This Financing Statement covers the following types (or items) of property:

as attached herewith

RECORD FEE 12.00
POSTAGE .50
M291630 C263 R01 T14:00
01/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

CHECK THE LINES WHICH APPLY

4. ___ (If collateral is crops). The above described crops are growing or are to be grown on the real estate described below:

5. ___ (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_____

6. X (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.

7. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at:
* ~~#3 Silverwood Circle~~, Annapolis, Maryland ~~21403~~.
100 ANNAPOLIS ST. 21401

Secured Party: Anne Lind Mattie

Debtor(s) or Assignor(s): Marcy Minka Katz, P.A.

By Anne Lind Mattie

Marcy Minka Katz, P.A.

STATE OF MARYLAND BOOK 576 PAGE 544

285531

# 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 1-14-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
#331530 C489 R02 T14:35
01/27/92
MARY H. ROSE
AA CO. CIRCUIT COURT

1. ~~DEBTOR~~ Lessee

Name Anne Arundel Diagnostics

Address Franklin & Cathedral Streets, Annpolis, MD 21401

2. ~~SECURED PARTY~~ Lessor

Name General Electric Company, Medical Systems Group

Address P.O. Box 414, W-490

Milwaukee, WI 53201-0414

Person And Address To Whom Statement Is To Be Returned If Different From Above.

BL CLERK

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) Anne Arundel Co, MD

(USED) GE CT 9800 QUICK SCANNER
including all present and future attachments
and accessories, and all additions, alterations,
modifications or improvements thereto.

Name and address of Assignee

Not intending to create a security. For Public Notification 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)

1010427-14 5260DA

RETURN TO:
LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Anne Arundel Diagnostics

(Signature of ~~Debtor~~ Lessee)

Delany Fawkes

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Company

970-18549
505443

(Signature of ~~SECURED PARTY~~ Lessor)

TIMOTHY J. COLLINS

Type or Print Above Signature on Above Line

CO.

11.00

Northco

BOOK 576 PAGE 545

# UNIFORM COMMERCIAL CODE
# STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#335080 C489 R02 T09:57
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Units 103, 204 and 304, (Building 15) as shown on the Plats entitled "Phase 15, Building 15, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 7 through 10, inclusive, at Plats No. E-2957 through E-2960, inclusive.

Dated: 12-11-91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. Geary

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(050-91/083-91/124-91)

10 00
52

BOOK 576 PAGE 546

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#333090 C489 R02 T09:57
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

BL CLERK

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 302 (Building 15) as shown on the Plats entitled "Phase 15, Building 15, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 7 through 10, inclusive, at Plats No. E-2957 through E-2960, inclusive.

Dated: 11-27-91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. Geary

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(084-91)

10.00

BOOK 576 PAGE 547

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#333100 C489 R02 T09:58
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

BL CLERK

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 301 (Building 15) as shown on the Plats entitled "Phase 15, Building 15, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 7 through 10, inclusive, at Plats No. E-2957 through E-2960, inclusive.

Dated: 11-27-91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(088-91)

10.00
50

BOOK 576 PAGE 548

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
A333110 C489 R02 T09:58
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201 (Building 10) as shown on the Plats entitled "Phase 10, Building 10, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-55, pages 41 through 45, inclusive, at Plats No. E-2941 through E-2945, inclusive.

Dated: 11/6/91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George
Thomas K. George
Vice President

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(104-91)

10.00

BOOK 576 PAGE 549

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#333120 C489 R02 T09:58
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 301 (Building 10) as shown on the Plats entitled "Phase 10, Building 10, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-55, pages 41 through 45, inclusive, at Plats No. E-2941 through E-2945, inclusive.

Dated: 11/6/91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George
Thomas K. George
Vice President

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(106-91)

10.00

BOOK 576 PAGE 550

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#333130 C489 R02 T09:59
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 102 (Building 15) as shown on the Plats entitled "Phase 15, Building 15, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 7 through 10, inclusive, at Plats No. E-2957 through E-2960, inclusive.

Dated: 12-11-91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K George

FILE IN:

( ) SDAT
( ) Land Records
(✓) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(123-91)

1 10.00
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BOOK 576 PAGE 551

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#333140 C489 R02 T09:59
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

BL CLERK

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 104 (Building 15) as shown on the Plats entitled "Phase 15, Building 15, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 7 through 10, inclusive, at Plats No. E-2957 through E-2960, inclusive.

Dated: 11-27-91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(167-91)

10.00

BOOK 576 PAGE 552

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#333150 C489 R02 T09:59
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

BL CLERK

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 302 (Building 10) as shown on the Plats entitled "Phase 10, Building 10, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-55, pages 41 through 45, inclusive, at Plats No. E-2941 through E-2945, inclusive.

Dated: 11/6/91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George
Thomas K. George
Vice President

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(170-91)

10.00
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BOOK 576 PAGE 553

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#333160 C489 R02 T10:00
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

BL CLERK

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 202, (Building 6) as shown on the Plats entitled "Phase 6, Building 6, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-47, pages 26 through 30, inclusive, at Plats No. E-2526 through E-2530, inclusive.

BEING KNOWN AND DESIGNATED as Unit 202 (Building 10), as shown on the Plats entitled "Phase 10, Building 10, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-55, pages 41 through 45, inclusive, at Plats No. E-2941 through E-2945, inclusive.

Dated: 11/6/91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George
Thomas K. George
Vice President

FILE IN:

( ) SDAT
( ) Land Records
(XX) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(175-91/241-91)

10.00

BOOK 576 PAGE 554

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#333170 C489 R02 T10:00
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 303 (Building 15) as shown on the Plats entitled "Phase 15, Building 15, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 7 through 10, inclusive, at Plats No. E-2957 through E-2960, inclusive.

Dated: 11-27-91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(176-91)

10.00

BOOK 576 PAGE 555

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#333180 C489 R02 T10:00
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 303 (Building 10) as shown on the Plats entitled "Phase 10, Building 10, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-55, pages 41 through 45, inclusive, at Plats No. E-2941 through E-2945, inclusive.

Dated: 12-11-91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K George

FILE IN:

( ) SDAT
( ) Land Records
(√) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(184-91)

10.00

BOOK 576 PAGE 556

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#333190 C489 R02 T10:00
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 102 (Building 20) as shown on the Plats entitled "Phase 20, Building 20, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-53, pages 34 through 37, inclusive, at Plats No. E-2834 through E-2837, inclusive.

Dated: 11/7/91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. Gery

FILE IN:

( ) SDAT
( ) Land Records
(✓) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(185-91)

10.00
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BOOK 576 PAGE 557

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#333200 C489 R02 T10:01
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

BL CLERK

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 103 (Building 7) as shown on the Plats entitled "Phase 7, Building 7, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-48, pages 37 through 41, inclusive, at Plats No. E-2587 through E-2591, inclusive.

Dated: 11/6/91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K Geary

FILE IN:

( ) SDAT
( ) Land Records
(XX) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(193-91)

10.00
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BOOK 576 PAGE 558

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#333210 C489 R02 T10:01
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 203 (Building 20) as shown on the Plats entitled "Phase 20, Building 20, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-53, pages 34 through 37, inclusive, at Plats No. E-2834 through E-2837, inclusive.

Dated: 11/6/91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George
Thomas K. George
Vice President

FILE IN:

( ) SDAT
( ) Land Records
( X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(213-91)

10.00
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BOOK 576 PAGE 559

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#333220 C489 R02 T10:02
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Units 204 and 304 (Building 10) as shown on the Plats entitled "Phase 10, Building 10, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-55, pages 41 through 45, inclusive, at Plats No. E-2941 through E-2945, inclusive.

Dated: 11/6/91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George
Thomas K. George
Vice President

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(215-91/038-91)

10.00

BOOK 576 PAGE 560

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#333230 C489 R02 T10:02
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

BL CLERK

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 301, (Building 6) as shown on the Plats entitled "Phase 6, Building 6, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-47, pages 26 through 30, inclusive, at Plats No. E-2526 through E-2530, inclusive.

BEING KNOWN AND DESIGNATED as Unit 104 (Building 10), as shown on the Plats entitled "Phase 10, Building 10, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-55, pages 41 through 45, inclusive, at Plats No. E-2941 through E-2945, inclusive.

Dated: 11/6/91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George
Thomas K. George
Vice President

FILE IN:

( ) SDAT
( ) Land Records
(XX) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(221-91/099-91)

10.00

BOOK 576 PAGE 561

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#333240 C489 R02 T10:02
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

BL CLERK

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201 (Building 1) as shown on the Plats entitled "Phase 1, Building 1, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 34 through 38, inclusive, at Plats No. E-2484 through E-2488, inclusive.

Dated: 11-27-91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

( ) SDAT
( ) Land Records
(✓) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(231-91)

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BOOK 576 PAGE 562

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#333250 C489 R02 T10:03
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT
BL CLERK

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 304 (Building 8) as shown on the Plats entitled "Phase 8, Building 8, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-48, pages 42 through 46, inclusive, at Plats No. E-2592 through E-2596, inclusive.

Dated: 12-11-91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

( ) SDAT
( ) Land Records
(✓) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(246-91)

10.00
10.00

BOOK 576 PAGE 563

**UNIFORM COMMERCIAL CODE**
**STATEMENT OF PARTIAL RELEASE**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
A333360 C489 R02 T10:03
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

BL CLERK

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 203 (Building 15) as shown on the Plats entitled "Phase 15, Building 15, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 7 through 10, inclusive, at Plats No. E-2957 through E-2960, inclusive.

Dated: 12-11-91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K George

FILE IN:

( ) SDAT
( ) Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(247-91)

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BOOK 576 PAGE 564

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#333270 C489 R02 T10:03
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 101 (Building 6) as shown on the Plats entitled "Phase 6, Building 6, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-47, pages 26 through 30, inclusive, at Plats No. E-2526 through E-2530, inclusive.

Dated: 12-11-91

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K George

FILE IN:

( ) SDAT
( ) Land Records
(✓) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(248-91)

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BOOK 576 PAGE 565

A.A. Co. F/S Records

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

**Roll No.** 543 **Page No.** 238
**ID No.** 277883

1. **Debtor(s)**
Saybrooke Development Corporation
**Name or Names - Print or Type**
900 Ritchie Highway, Severna Park Maryland 21146
**Address-Street No. City, State Zip**

2. **Secured Party**
Provident Bank of Maryland
**Name or Names - Print or Type**
114 East Lexington Street, Baltimore Maryland 21202
**Adress-Street No. City, State Zip**

3. **Maturity Date (if any)** _____

4. **Check Applicable Statement:**

| | |
|---|---|
| **A. Continuation.....** ☐ The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective. | **B. Partial Release.....** XXX From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below. |
| **C. Assignment.....** ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: | **D. Other.....** ☐ (Indicate whether amendment, termination, etc.) |

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#333280 C489 R02 T10:04
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot 17, as shown on the Plats entitlted "Saybrooke", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 120, folios 3 through 7, inclusive.

**Dated:** August 13, 1991

President Bank of Maryland

Alex J. Hoffenden

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
( 150-91 )

10.00

BOOK 576 PAGE 566

A.A. Co. F/S Records

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

**Roll No.** 545 **Page No.** 352
**ID No.**

Windrush Farm Development Partnership
**Name or Names - Print or Type**

**1. Debtor(s)**

900 Ritchie Highway, Suite 201, Severna Park, MD 21146
**Address-Street No. City, State Zip**

**2. Secured Party**

Provident Bank of Maryland
**Name or Names - Print or Type**

114 E. Lexington Street, Baltimore MD 21202
**Adress-Street No. City, State Zip**

**3. Maturity Date (if any)**

**4. Check Applicable Statement:**

| | |
|---|---|
| **A. Continuation.....** ☐ The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective. | **B. Partial Release.....** XXX From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below. |
| **C. Assignment.....** ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: | **D. Other.....** ☐ (Indicate whether amendment, termination, etc.) |

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#333290 C489 R02 T10:05
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot 11, as shown on the Plats of "Windrush Farm", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 38 and 39, at Plat Nos. 6362 and 6363.

**Dated:** August 13, 1991

Provident Bank of Maryland

Alan J. Tuggendorf

10.00 32

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
( 157-91 )

Anne Arundel Co. Financing Records BOOK 576 PAGE 567

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

**Roll No.** 544 **Page No.** 559
**ID No.** 278273

**1. Debtor(s)**
Frank J. Scott, Sr.
**Name or Names - Print or Type**
305 E. Furnace Branch Road Glen Burnie Maryland 21061
**Address-Street No. City, State Zip**

**2. Secured Party**
Maryland National Bank
**Name or Names - Print or Type**
10 Light Street - 19th Fl. Baltimore Maryland 21202
**Adress-Street No. City, State Zip**

**3. Maturity Date (if any)** _____

**4. Check Applicable Statement:**

| | |
|---|---|
| **A. Continuation.....** ☐ The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective. | **B. Partial Release.....** XX From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below. |
| **C. Assignment.....** ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: | **D. Other.....** ☐ (Indicate whether amendment, termination, etc.) |

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#333300 C489 R02 T10:05
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot 11, as shown on the Plats entitled "Second Amended Plat of Wicklow Woods", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 17 and 18, as Plats No. 6341 and 6342.

**Dated:** August 26, 1991

Constance M. Grimes

Please return to:

Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
( 159-91)

Constance M. Grimes, Assistant Vice President

10.00

Anne Arundel Co. Financing Records

BOOK 576 PAGE 568

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

**Roll No.** 544
**ID No.** 278273 **Page No.** 559

**1. Debtor(s)**
Frank J. Scott, Sr.
**Name or Names - Print or Type**
305 E. Furnace Branch Road Glen Burnie Maryland 21061
**Address-Street No. City, State Zip**

**2. Secured Party**
Maryland National Bank
**Name or Names - Print or Type**
10 Light Street - 19th Fl. Baltimore Maryland 21202
**Adress-Street No. City, State Zip**

**3. Maturity Date (if any)** _____

**4. Check Applicable Statement:**

| | |
|---|---|
| **A. Continuation.....** ☐ The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective. | **B. Partial Release.....** XX From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below. |
| **C. Assignment.....** ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: | **D. Other.....** ☐ (Indicate whether amendment, termination, etc.) |

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#333310 C489 R02 T10:05 06
01/28/92 92
MARY M. ROSE
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot 7, as shown on the Plats entitled "Second Amended Plat of Wicklow Woods", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 17 and 18, as Plats No. 6341 and 6342.

**Dated:** August 26, 1991

Constance M. Grimes, Assistant Vice President

Please return to:

Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(160-91 )

10.00

A.A. Co. Financing Statement Records BOOK 576 PAGE 569

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

**Roll No.** 560 **Page No.** 70
**ID No.** 281898

1. **Debtor(s)**
Sturbridge Limited Partnership
**Name or Names - Print or Type**
900 Ritchie Highway - Suite 201, Severna Park, MD 21146
**Address-Street No. City, State Zip**

2. **Secured Party**
Provident Bank of Maryland
**Name or Names - Print or Type**
114 East Lexington Street, Baltimore, MD 21201
**Adress-Street No. City, State Zip**

3. **Maturity Date (if any)** _____

4. **Check Applicable Statement:**

| | |
|---|---|
| **A. Continuation.....** [ ] The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective. | **B. Partial Release.....** [XXX] From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below. |
| **C. Assignment.....** [ ] The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: | **D. Other.....** [ ] (Indicate whether amendment, termination, etc.) |

RECORD FEE 10.00
POSTAGE .50
#333320 C489 R02 T10:06
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

BEING KNOWN AND DESIGNATED as Lot 17, as shown on the Plats entitled "Section Three, Sturbridge", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 130, pages 1 through 3, inclusive.

**Dated:** August 26, 1991

Alex J. Guggenheim, Trustee
Alex J. Guggenheim, Trustee

Please return to:

Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(161-91 )

10.00

BOOK 576 PAGE 570

Financing Records of A.A. Co.

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

**Roll No.** 558 **Page No.** 215
**ID No.** 281476

**1. Debtor(s)**
Eagle Development Corporation
**Name or Names - Print or Type**
215 Thelma Avenue | Glen Burnie | Maryland | 21061
**Address-Street No. | City, | State | Zip**

**2. Secured Party**
Mercantile Mortgage Corporation
Mercantile-Safe Deoposit and Trust Company
**Name or Names - Print or Type**
200 East Redwood Street | Baltimore | Maryland | 21203
**Adress-Street No. | City, | State | Zip**

**3. Maturity Date (if any)** _____

**4. Check Applicable Statement:**

| | |
|---|---|
| **A. Continuation.....** ☐ The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective. | **B. Partial Release.....** XXX From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below. |
| **C. Assignment.....** ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: | **D. Other.....** ☐ (Indicate whether amendment, termination, etc.) |

RECORD FEE 10.00
POSTAGE .50
#333330 C489 R02 T10:06
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

BEING KNOWN AND DESIGNATED as Lot 4-R, as shown on a Plat entitled "Spot Club Road - Minor Subdivision, Administrative Lot Line Change", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 124, page 10.

**Dated:** 11/11/91

MERCANTILE MORTGAGE CORPORATION

Paul W. Parker

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart, V.P.

**Please return to:**
Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
( 179-91)

10.00

A.A. Co. Financing Statement Records BOOK 576 PAGE 571

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

**Roll No.** 560 **Page No.** 70
**ID No.** 281898

**1. Debtor(s)**
Sturbridge Limited Partnership
**Name or Names - Print or Type**
900 Ritchie Highway - Suite 201, Severna Park, MD 21146
**Address-Street No. City, State Zip**

**2. Secured Party**
Provident Bank of Maryland
**Name or Names - Print or Type**
114 East Lexington Street, Baltimore, MD 21201
**Adress-Street No. City, State Zip**

**3. Maturity Date (if any)** _____

**4. Check Applicable Statement:**

**A. Continuation.....** [ ]
The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective.

**B. Partial Release.....** [XXX]
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.

**C. Assignment.....** [ ]
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

**D. Other.....** [ ]
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#333340 C489 R02 T10:06
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

BEING KNOWN AND DESIGNATED as Lot 16, as shown on the Plats entitled "Section Three, Sturbridge", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 130, pages 1 through 3, inclusive.

**Dated:** 11/6/91

Alex J. Guggenheim, Trustee
Alex J. Guggenheim, Trustee

Please return to:

Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(183-91 )

Raymond E. Schlissler, Trustee

10.00
.50

Anne Arundel Co. Financing Records

BOOK 576 PAGE 572

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

**Roll No.** 544 **Page No.** 559
**ID No.** 278273

Frank J. Scott, Sr.
**Name or Names - Print or Type**

**1. Debtor(s)**

305 E. Furnace Branch Road | Glen Burnie | Maryland | 21061
**Address-Street No.** | **City,** | **State** | **Zip**

**2. Secured Party**

Maryland National Bank
**Name or Names - Print or Type**

10 Light Street - 19th Fl. | Baltimore | Maryland | 21202
**Adress-Street No.** | **City,** | **State** | **Zip**

**3. Maturity Date (if any)** _____

**4. Check Applicable Statement:**

| | |
|---|---|
| **A. Continuation.....** ☐ The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective. | **B. Partial Release.....** XX From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below. |
| **C. Assignment.....** ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: | **D. Other.....** ☐ (Indicate whether amendment, termination, etc.) |

RECORD FEE 10.00
POSTAGE .50
#333350 C489 R02 T10:06
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

BEING KNOWN AND DESIGNATED as Lot 4, as shown on the Plats entitled "Second Amended Plat of Wicklow Woods", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 17 and 18, as Plats No. 6341 and 6342.

**Dated:** December 3, 1991

Constance M. Grimes

Please return to:

Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
( 204-91)

Constance M. Grimes, Assistant Vice President

10.00

Anne Arundel Co. Financing Records

BOOK 576 PAGE 573

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

**Roll No.** 544 **Page No.** 559
**ID No.** 278273

**1. Debtor(s)**
Frank J. Scott, Sr.
**Name or Names - Print or Type**
305 E. Furnace Branch Road Glen Burnie Maryland 21061
**Address-Street No. City, State Zip**

**2. Secured Party**
Maryland National Bank
**Name or Names - Print or Type**
10 Light Street - 19th Fl. Baltimore Maryland 21202
**Adress-Street No. City, State Zip**

**3. Maturity Date (if any)** _____

**4. Check Applicable Statement:**

| | |
|---|---|
| **A. Continuation.....** / / <br> **The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective.** | **B. Partial Release.....** /XX/ <br> **From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.** |
| **C. Assignment.....** / / <br> **The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:** | **D. Other.....** / / <br> **(Indicate whether amendment, termination, etc.)** |

RECORD FEE 10.00
POSTAGE .50
#333360 C489 R02 T10:07
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

**BEING KNOWN AND DESIGNATED as Lot 13, as shown on the Plats entitled "Second Amended Plat of Wicklow Woods", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 17 and 18, as Plats No. 6341 and 6342.**

**Dated:** October 21, 1991

Constance M. Grimes

Please return to:

Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(206-91)

Constance M. Grimes, Assistant Vice President

10.00
50

Anne Arundel Co. Financing Records BOOK 576 PAGE 574

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Page No. 559

Roll No. 544
ID No. 278273

1. Debtor(s) Frank J. Scott, Sr.
Name or Names - Print or Type
305 E. Furnace Branch Road, Glen Burnie, Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Maryland National Bank
Name or Names - Print or Type
10 Light Street - 19th Fl., Baltimore, Maryland 21202
Adress-Street No. City, State Zip

3. Maturity Date (if any)

4. Check Applicable Statement:

A. Continuation..... [ ]
The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release..... [XX]
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.

C. Assignment..... [ ]
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other..... [ ]
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#333370 C489 R02 T10:07
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

BEING KNOWN AND DESIGNATED as Lot 32-R, as shown on the Plats entitled "Wicklow Woods, Resubdivison of Lots 19, 20 and 30 through 36, Administrative Lot Line Change", which Plats are recorded among the Land Records of Anne Arundel county in Plat Book 132, pages 9 and 10, as Plats No. 6882 and 6883.

Dated: December 2, 1991

Please return to:

Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(207-91)

Constance M. Grimes, Assistant Vice President

10 10.00 50

Anne Arundel Co. Financing Records BOOK 576 PAGE 575

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

**Roll No.** 544 **Page No.** 559
**ID No.** 278273

**1. Debtor(s)**
Frank J. Scott, Sr.
**Name or Names - Print or Type**
305 E. Furnace Branch Road Glen Burnie Maryland 21061
**Address-Street No. City, State Zip**

**2. Secured Party**
Maryland National Bank
**Name or Names - Print or Type**
10 Light Street - 19th Fl. Baltimore Maryland 21202
**Adress-Street No. City, State Zip**

**3. Maturity Date (if any)** _____

**4. Check Applicable Statement:**

| | |
|---|---|
| **A. Continuation.....** [ ] The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective. | **B. Partial Release.....** [XX] From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below. |
| **C. Assignment.....** [ ] The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: | **D. Other.....** [ ] (Indicate whether amendment, termination, etc.) |

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#333380 C489 R02 T10:08
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

**BEING KNOWN AND DESIGNATED as Lot 27, as shown on the Plats entitled "Second Amended Plat of Wicklow Woods", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 17 and 18, as Plats No. 6341 and 6342.**

**Dated:** October 30, 1991

Constance M. Grimes

Please return to:
Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
**( 208-91)**

Constance M. Grimes, Assistant V. P.

10 10.00

Anne Arundel Co. Financing Records BOOK 576 PAGE 576

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

**Roll No.** 544 **Page No.** 559
**ID No.** 278273

**1. Debtor(s)**
Frank J. Scott, Sr.
**Name or Names - Print or Type**
305 E. Furnace Branch Road Glen Burnie Maryland 21061
**Address-Street No. City, State Zip**

**2. Secured Party**
Maryland National Bank
**Name or Names - Print or Type**
10 Light Street - 19th Fl. Baltimore Maryland 21202
**Adress-Street No. City, State Zip**

**3. Maturity Date (if any)** _____

**4. Check Applicable Statement:**

| | |
|---|---|
| **A. Continuation.....** [ ] **The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective.** | **B. Partial Release.....** [XX] **From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.** |
| **C. Assignment.....** [ ] **The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:** | **D. Other.....** [ ] **(Indicate whether amendment, termination, etc.)** |

RECORD FEE 10.00
POSTAGE .50
#333390 C489 R02 T10:08 01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

**BEING KNOWN AND DESIGNATED** as Lot 26, as shown on the Plats entitled "Second Amended Plat of Wicklow Woods", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 17 and 18, as Plats No. 6341 and 6342.

**Dated:** December 3, 1991

Constance M. Grimes

Please return to:

Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
( 209-91 )

Constance M. Grimes, Assistant Vice President

10.00

BOOK 576 PAGE 577

Anne Arundel Co. Financing Records

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Page No. 559

Roll No. 544
ID No. 278273

1. Debtor(s)
Frank J. Scott, Sr.
Name or Names - Print or Type
305 E. Furnace Branch Road, Glen Burnie, Maryland 21061
Address-Street No. City, State Zip

2. Secured Party
Maryland National Bank
Name or Names - Print or Type
10 Light Street - 19th Fl. Baltimore Maryland 21202
Adress-Street No. City, State Zip

3. Maturity Date (if any)

4. Check Applicable Statement:

A. Continuation..... [ ]
The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release..... [XX]
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.

C. Assignment..... [ ]
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other..... [ ]
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#333400 C489 R02 T10:13
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

BEING KNOWN AND DESIGNATED as Lot 33-R, as shown on the Plats entitled "Wicklow Woods, Resubdivison of Lots 19, 20 and 30 through 36, Administrative Lot Line Change", which Plats are recorded among the Land Records of Anne Arundel county in Plat Book 132, pages 9 and 10, as Plats No. 6882 and 6883.

Dated: October 24, 1991

Constance M. Grimes, Assistant Vice President

10.00 50

Please return to:
Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
( 210-91)

10

BOOK 576 PAGE 578

A.A. Co. F/S Records

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

**Roll No.** 543 **Page No.** 238
**ID No.** 277883

**1. Debtor(s)**

Saybrooke Development Corporation
**Name or Names - Print or Type**

900 Ritchie Highway, Severna Park Maryland 21146
**Address-Street No. City, State Zip**

**2. Secured Party**

Provident Bank of Maryland
**Name or Names - Print or Type**

114 East Lexington Street, Baltimore Maryland 21202
**Adress-Street No. City, State Zip**

**3. Maturity Date (if any)** _____

**4. Check Applicable Statement:**

| | |
|---|---|
| **A. Continuation.....** ☐ The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective. | **B. Partial Release.....** XXX From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below. |
| **C. Assignment.....** ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: | **D. Other.....** ☐ (Indicate whether amendment, termination, etc.) |

BL CLERK
RECORD FEE 10.00
POSTAGE .50
#333410 C489 R02 T10:14
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot 12, as shown on the Plats entitlted "Saybrooke", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 120, folios 3 through 7, inclusive.

**Dated:** 11/29/91

Provident Bank of Maryland

Alan J. Thurgenbert

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(212-91)

1 10.00

A.A. Co. F/S Records

BOOK 578 PAGE 579

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

**Page No.** 238

**Roll No.** 543
**ID No.** 277883

Saybrooke Development Corporation
**Name or Names - Print or Type**

**1. Debtor(s)**

900 Ritchie Highway, Severna Park, Maryland 21146
**Address-Street No. City, State Zip**

**2. Secured Party**

Provident Bank of Maryland
**Name or Names - Print or Type**

114 East Lexington Street, Baltimore, Maryland 21202
**Adress-Street No. City, State Zip**

**3. Maturity Date (if any)** _____

**4. Check Applicable Statement:**

| | |
|---|---|
| **A. Continuation.....** ☐ The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, still effective. | **B. Partial Release.....** XXX From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below. |
| **C. Assignment.....** ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: | **D. Other.....** ☐ (Indicate whether amendment, termination, etc.) |

RECORD FEE 10.00
POSTAGE .50
#333420 C489 R02 T10:14
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

BEING KNOWN AND DESIGNATED as Lot 15, as shown on the Plats entitlted "Saybrooke", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 120, folios 3 through 7, inclusive.

**Dated:** 11/29/91

Provident Bank of Maryland

Alan J. Huggins, Vice President

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
( 243-91 )

10.00
JR

Mid-Md

UNIFORM COMMERCIAL CODE BOOK 576 PAGE 580
STATEMENTS OF CONTINUATION, PARTIAL RELEASE,
ASSIGNMENT, ETC.--FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272441

RECORDED IN BOOK 525 PAGE 405 ON APRIL 15, 1988

1. DEBTOR

NAME: W.F. UTZ CONSTRUCTION COMPANY, INC.

ADDRESS:

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 statement 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.)

BL CLERK
RECORD FEE 10.00
POSTAGE .50
#A04110 C603 R04 T11:03
01/28/92

LOT NO. 37, IN SECTION F, IN THE SUBDIVISION KNOWN AS "ANNAPOLIS ROADS" AS PER PLAT RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 23 AT PAGE 10.

(Signature of Debtor)

Thomas B Frame
(Signature of Secured Party)

Printed Name

THOMAS B. FRAME
Type or print above name on above line

Date Aug. 16, 1991

UTZ.2UCC

10-
50

RETURN TO:
Mid-Maryland Title Company, Inc.
900 Bestgate Road, Suite 104
Annapolis, Maryland 21401

1416-91

285532

BOOK 576 PAGE 581

THIS EXHIBIT IS TO BE ATTACHED TO AN AGREEMENT BETWEEN WILLIAM S. HARRISON, D.D.S. AND KEVIN R. DORING, D.D.S. WITH REGARD TO THE RESTRICTIVE COVENANT AGREEMENT DATED THE 20 DAY OF December, 1991.

EXHIBIT C TO RESTRICTIVE COVENANT AGREEMENT - FINANCING STATEMENT

FINANCING STATEMENT

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

To be recorded in the:

(a) Financing Statement Records of the Maryland State Department of Assessment and Taxation.

(b) Financing Statement Records of Anne Arundel County, Maryland.

1. NAME AND ADDRESS OF DEBTOR:
Kevin R. Doring, D.D.S.
512 Pinefield Drive
Severna Park, MD 21146

RECORD FEE 11.00
POSTAGE .50

2. NAME AND ADDRESS OF SECURED PARTY:
William S. Harrison, D.D.S.
107 Duval Lane
Edgewater, MD 21037

BL CLERK
#040560 C191 ROJ T12:09
01/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. This Financing Statement covers all of the following property of the Debtor:

(a) Inventory. All of 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 owned and hereafter acquired, together with all cash and non-cash proceeds an 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 monies due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Debtor assigns and grants to the Lender a security interest in 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 Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereto.

(e) All Equipment and Fixtures. All of the Debtor's equipment, furniture and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessors, 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) Proceeds and Products. Proceeds and products of hte collateral are also covered.

4. ___X___ Not subject to recordation tax

_____ Subject to recordation tax in the amount of $ _____

5. This Financing Statement is subordinate to a lien by Farmer's National Bank in the amount of $125,000.00.

DEBTOR:

(SEAL)
Kevin R. Doring, D.D.S.

SECURED PARTY:

(SEAL)
William S. Harrison, D.D.S.

BOOK 576 PAGE 583

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1625 Eye St., N.W., Washington, D.C. 20006

285533

# FINANCING STATEMENT

| For Filing Officer Use |
|---|
| File No. |
| Date & |
| Hour |

Check below if goods are or are to become fixtures.

☒ TO BE RECORDED IN ANNE ARUNDEL COUNTY ~~LAND~~ RECORDS FINANCING STATEMENT

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 |
|---|---|---|---|---|
| CECCONE, ALBERT | 35 Wisconsin Circle, #513, Chevy Chase, MD.20815 | | | |
| BLASEY, RALPH G., JR. | 17 Masters Ct., Potomac, MD 20854 | | | |

| Name of Secured Party or assignee | No. | Street | City | State |
|---|---|---|---|---|
| DOMINION BANK OF MARYLAND | 1650 Tysons Boulevard, McLean, Virginia 22102 | | | |

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 "B" attached hereto and hereby incorporated herein by reference

RECORD FEE 12.00
POSTAGE .50
0604300 C603 R04 T15:34
BL CLERK
01/28/92

(If affixed to realty—state value of each article)

KATZ, FROME, SLAN & BLEECKER, P.A.
ATTORNEYS AT LAW
6116 EXECUTIVE BLVD.
SUITE 200
ROCKVILLE, MD 20852

RETURN TO:

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.)

Part of the

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.

SEE EXHIBIT "A" ATTACHED hereto and hereby incorporated herein by 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)

Albert Ceccone (SEAL) _____ (Seal)
ALBERT CECCONE — (Corporate, Trade or Firm Name)

Ralph G. Blasey Jr. (SEAL) _____
RALPH G. BLASEY, JR. — Signature of *Secured Party* or Assignee

(Type or print name under signature) — (Owner, Partner or Officer and Title)
(Signatures must be in ink)

108

12
SC

Beginning for the same on the southwest side of New Jersey Avenue, as laid out 100 feet wide, at a point distant South 65 degrees 23 minutes East 195.04 feet from the eastmost side of Governor Ritchie Highway, as laid out 150 feet wide; and running thence, with the southwest side of New Jersey Avenue, South 65 degrees 23 minutes East 56.13 feet to the westmost side of Hartford Avenue, South 03 degrees 19 minutes East 127.95 feet; thence leaving the said avenue and running North 80 degrees 54 minutes West 84.20 feet and North 10 degrees 10 minutes East 140.00 feet to the place of beginning. Containing 9044 feet of land more or less. All of said land being located in the County of Anne Arundel, State of Maryland.

## EXHIBIT "B"
## PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property. *

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

*In addition, all contracts with contractors, sub-contractors, architects, suppliers, plans and specifications, architects and engineering work, permits, inspections and approvals.

BOOK 576 PAGE 585

285534

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) | 2. Secured Party(ies) and Address(es) |
|---|---|
| VARVA, CRAIG M.<br>VARVA, CAROL A.<br>916 FIORENZA DRIVE<br>LOTHIAN, MD 20711 | FORD NEW HOLLAND CREDIT CO.<br>PO BOX 36387<br>RICHMOND, VA 23235 |

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 USED KUBOTA F2000 COMMERCIAL FRONT MOWER, SER.#12671.

RECORD FEE 12.00

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"

M222510 D263 K01 T09:35
01/29/92

Filed with:

MARY M. ROSE
AA CO. CIRCUIT COURT

Craig M Varva
(SIGNATURE OF DEBTOR)
CRAIG M. VARVA

Carol A. Varva
(SIGNATURE OF DEBTOR)
CAROL A. VARVA

FORD NEW HOLLAND CREDIT CO.
(NAME OF SECURED PARTY)
BY: [signature]
CHRIS HAMBURGER

F.N.C.C. 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED PRINTED IN U.S.A.

BL CLERK

12

285535 BOOK 576 PAGE 586

| 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)<br>Alpine Auto Service, Inc. | 2. Debtor(s) Complete Address(es)<br>7120 E Furnace Branch Rd. #H<br>Glen Burnie, Maryland 21060 | 7-21-95 |
| 3. & 4. Secured Party(ies) and Complete Address(es)<br>**Citizens Bank of Maryland**<br>**14401 Sweitzer Lane**<br>**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)

Hunter Engineering 4 wheel alignment computer model #H111 Serial #HA1123

8a. (XX) 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 _____

RECORD FEE 11.00

9. Transaction is (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 $ 17,000.00

RECORD DATE 001 TOD:44 01/29/92

10. This statement to be returned after recordation to Secured Party, shown above, or to

MARY M. ROSE
AA CO. CIRCUIT COURT
RECORD TAX 119.00
#292590 D26 A01 TOD:44
01/29/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Signature(s) of Debtor(s)

Louis J. Calka, Jr. President
Alpine Auto Service, Inc.
Louis J. Calka, Jr. President

BL CLERK

Signature(s) of Secured Party(ies) or Assignee(s)

Darlene M. Miglioretti By Asst. Vice President (Title)
Darlene M. Miglioretti

NOTE—Type or Print Names Clearly Below Signatures.

FILING OFFICER COPY

87-30

Printed in U. S. A.

11
119-
50

January 23, 1992

285536

BOOK 576 PAGE 587

Debtor or Assignor Form

# FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 45,000.00

☐ To be Recorded in Land Records (For Fixtures Only).

| Name of Debtor | Address |
|---|---|
| Champion Realty, Inc. | 541B Baltimore Annapolis Blvd.<br>Severna Park, MD 21146 |

## SECURED PARTY

**BANK OF ANNAPOLIS – 1900 Fairfax Road, P.O. Box 6492**
**Annapolis, MD 21401**

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All furniture, fixtures and equipment now owned or hereafter acquired by Champion Realty, Inc.

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 315.00
POSTAGE .50
#292600 C263 R01 T09:46
01/29/92
MARY A. ROSE
AA CO. CIRCUIT COURT

3. ☐ Proceeds ☐ Products } of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

| Debtor (or Assignor) | Secured Party (or Assignee) |
|---|---|
| CHAMPION REALTY, INC. | **BANK OF ANNAPOLIS** |
| By: X<br>Christopher C. Coile, President | |
| | BY R. Michael Shymansky<br>R. Michael Shymansky, Vice President |

BL CLERK

Type or print names under signatures

Mail to: BANK OF ANNAPOLIS
1900 FAIRFAX ROAD, P.O. BOX 6492
ANNAPOLIS, MD 21401-0492

11/
315/
50

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

THE HIGHLAND MILLWORK COMPANY INC.
8268 PRESTON COURT
JESSUP, MD 20794

2. Secured Party(ies) and address(es)

QUAIL LEASING CORP. D/B/A
NEW YORK QUAIL LEASING CORP.
3645 COUNTRY PARK DRIVE
ROSEVILLE, CA 95661

285537

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

BOOK 576 PAGE 588

RECORD FEE 11.00
.50

4. This financing statement covers the following types (or items) of property:

Equipment leased by Debtor pursuant to a Lease Agreement dated 1/16/92 between QUAIL LEASING CORP.D/B/A NEW YORK QUAIL LEASING CORP., as Lessor, and THE HIGHLAND MILLWORK COMPANY INC., as Lessee, insurance and proceeds thereof as follows:

(1) Brandt D-2500 Edgebander S/N 115
(1) Altendorf F-45 Sliding Table Saw S/N 89-7-31
(1) Gannomat Double Line Borer S/N 203-165

EQUIPMENT LOCATION: 8268 PRESTON COURT
JESSUP, MD 20794

"Secured Party is Seller of equipment; not subject to tax. At the end of the lease, Debtor will own the equipment." MD Annotated Property Tax Code 12-108(K)(4).

5. Assignee(s) of Secured Party and Address(es)

TILDEN FINANCIAL CORP.
2 LAMBERT STREET
ROSLYN HEIGHTS, NY 11577

01/29/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

Filed with:

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:

THE HIGHLAND MILLWORK COMPANY INC.

By: GERALD J. DZURSIN
Signature(s) of Debtor(s)

Pres
PRES. Title

QUAIL LEASING CORP. D/B/A
NEW YORK QUAIL LEASING CORP.

By: CARROLL FINGAR
Signature(s) of Secured Party(ies)

VP Title

U.P.

(1) Filing Officer Copy-Alphabetical

**STANDARD FORM - FORM UCC-1.**

(For Use In Most States)

County

BOOK 576 PAGE 589

# FINANCING STATEMENT FORM UCC-1

Identifying File No. 28.5.38

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.** **SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ Ø

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 Minute Man Press

Address 60 West St. Annapolis MD 21401

2. **SECURED PARTY**

Name Xerox Corp

Address 835 Hope St, PO Box 4901, MS 1-2
Stamford, CT 06907

RECEIVED
OCT 22 1991
MAJOR ACCOUNTS

Person And Address To Whom Statement Is To Be Returned 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) Xerox 5100 Duplicating System together with any and all additions, substitutions, accessories or other or different equipment added to or replacing part of the specified equipment, and all proceeds including, without limitations, all equipment and specified items of collateral which are acquired with any cash proceeds.*

XZC

RECORD FEE 11.00
POSTAGE .50
#292740 D263 R01 T10:09
01/29/92
MARY M. ROSE
CLK CIRCUIT COURT

BL CLERK

**CHECK ☒ THE LINES WHICH APPLY**

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☑ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Seymour Rubin
(Signature of Debtor)

Seymour Rubin
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

956234603

John Thomas Xerox Corp
(Signature of Secured Party)

John Thomas
Type or Print Above Signature on Above Line

115
50

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

Anne Arundel County
A/C# C-02-09849-9

BOOK 576 PAGE 590

STATE OF MARYLAND

285539

# 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 Yu, Un Cho T/A Ace Cleaners

Address 2134 C Generals Hwy. Annapolis, MD 21401

2. SECURED PARTY

Name D & R Equipment Co., Inc.

Address 803 Lowander Lane Silver Spring, MD 20901

Orix Credit Alliance, Inc. P.O. Box 676 Hanover, MD 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 18.00
POSTAGE .50

"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 676
1331A Ashton Road
Hanover, MD 21076

0263 R01 T10:18
01/29/92
MARY H. ROSE
AA CO. CIRCUIT COURT

BL CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Un Cho Yu T/A Ace Cleaners

(Signature of Debtor)

Un Cho Yu

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

D & R Equipment Co., Inc.

(Signature of Secured Party)

Richard A. Levine

Type or Print Above Signature on Above Line

18.-
.50

ORIX CREDIT ALLIANCE, INC. © 1975

# EQUIPMENT LEASE AGREEMENT

BOOK 576 PAGE 591

"LESSOR": D & R Equipment Co., Inc.
Address: 803 Lowander Lane
Silver Spring, MD 20901

"LESSEE": Un Cho Yu T/A Ace Cleaners
Address: 2134 C Generals Hwy.
Annapolis, MD 21401

On the 12th day of December, 19 91, the above named Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

**Description of Equipment (Include make, year, model, identification and serial numbers or marks):**

One (1) Fulton Model FBA, 15 HP Propane Fueled Boiler S/N 63498

One (1) Fulton Model VT20 Return System S/N 93671

And all attachments and accessories thereto.

TOTAL RENT ..... $ 16,584.00
ADVANCE RENT Paid Herewith ..... $ 3,000.00
BALANCE OF RENT ..... $ 13,584.00
No Purchase Option available hereunder
No Renewal Option available hereunder

Equipment to be located at: 2134 C Generals Hwy.
Annapolis, MD 21401

Record Owner of Real Estate:

Lessee acknowledges receipt of and accepts Equipment and acknowledges that no warranties, representations or agreements not expressed herein have been made by the lessor and Lessee further acknowledges notice of the intended assignment of this lease to ORIX Credit Alliance, Inc. (said assignee hereinafter called "CA") and upon such assignment, Lessee agrees not to assert against CA and any subsequent assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the lessor who has executed this lease and/or CA and/or any assignee hereof prior to CA, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of the lessor or CA, whoever is the then holder of this lease, (such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the 23rd day of February, 19 92, and continuing on the same date of each month thereafter until paid; the first 23 installments shall each be in the amount of $ 566.00, and the final installment shall be in the amount of $ 566.00, all plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. Lessee will pay to Lessor, if so requested, monthly any personal property tax as estimated by Lessor. The term of this lease shall commence upon the acceptance hereof by Lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same be damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and the same or a later model, in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the items of Equipment involved. The proceeds of any insurance payable as a result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage from any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever be greatest. Lessee shall carry public liability insurance, both personal injury and property damage, covering Equipment. All insurance shall be in form, amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon each policy issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts with respect to any insurance. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all sums incurred by Lessor in effecting such insurance or compliance shall be deemed to be additional rent and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to Equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's interest in Equipment, and will pay all costs, charges and expenses incident thereto. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures, chattels, furniture, accounts receivable, contract rights, general intangibles, property and assets of any and every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee may have any interest, and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to CA, now existing and/or hereafter incurred and regardless of whether such may be contemplated at the time of execution hereof and whether acquired by CA by assignment (from Lessor or any other person or persons) or otherwise. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any premises where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly cared for or abused.

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement held by Lessor or changes its management, operations, ownership of its stock, or control, becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the unpaid aggregate amount of Total Rent for the entire term hereof (discounted to its then present value using as a rate the then Federal Reserve Discount Rate for the District of Lessee's residence), plus any additional rent, taxes, delinquency charges, collection charges and

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

**LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.**

Accepted: D & R Equipment Co., Inc. (SEAL)
(Print Name of LESSOR Here)
By: [signature]
(Signature and Title of Authorized Officer, Partner or Individual)
Attest Witness } Secretary
*This instrument was prepared by*

Un Cho Yu T/A Ace Cleaners (SEAL)
(Print Name of LESSEE Here)
By: [signature]
(Signature and Title of Authorized Officer, Partner or Individual)
Attest Witness } Secretary

ORIX CREDIT ALLIANCE, INC.
ADDRESS:

2 FINANCING STATEMENT ORIGINAL-FOR FILING

## TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

attorney's fees (which attorney's fees are hereby agreed to be 20% of any amount sought), and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full), Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent; or (b) retain all prior payments and either (i) sell Equipment at public or private sale (with the right in Lessor to purchase any of the Equipment at such sale and if at least 15 days prior notice of any private sale is given or if at least 10 days prior notice of any public sale is given which is advertised in a publication of general circulation in the area of the sale at least twice prior to the sale, such sale, whether private or public, shall be conclusively deemed commercially reasonable), applying any net proceeds, less 15% of Total Rent (for Lessor's reversionary interest), to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment; Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of the controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. **LESSOR, LESSEE AND ANY GUARANTOR WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR IN ANY WAY RELATING TO THIS AGREEMENT.** Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force. **As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the exclusive venue and jurisdiction of any court located within the Southern District of New York regarding any matter arising hereunder except with respect to any action seeking replevin of any property and waive any right they may have to transfer or change the venue of any litigation brought in accordance herewith.** No failure on the part of Lessor to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such sum, but not to exceed, however, the maximum permitted by applicable law, from the date when such sum was due (as scheduled or by acceleration or otherwise), until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named. Lessor may, in its sole discretion, apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any other obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option at the end of the original or any renewal term hereof, if Lessee then is not and has not been in default in any of Lessee's obligations to Lessor, to purchase equipment as a whole but not in part, as-is, where-is, upon giving at least 60 days prior written notice to Lessor and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee then is not and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Lessee specifically warrants that all representations and warranties are merged herein and unless specifically indicated hereon are not valid or enforceable. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. All notices will be deemed effective 5 days after mailing by certified mail to the address shown herein for any party. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

**GUARANTORS SIGN HERE:**

The undersigned jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled are hereby waived as are all subrogation and indemnity rights. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed. Guarantor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Guarantor's true and lawful attorney-in-fact and agent for Guarantor and in Guarantor's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Guarantor at its address, by certified mail, within three days of such service having been effected, and agrees to the exclusive venue and jurisdiction of any Court located in the Southern District of New York. All notices will be deemed effective 5 days after mailing by certified mail to the address shown herein for any party.

_____ (L.S.) _____ (L.S.)
(Guarantor) (Guarantor)

Address: _____ Address: _____

## ASSIGNMENT

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due and to become due thereon and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name or in Lessor's name to take such legal proceedings or otherwise as Lessor might have taken save for this assignment; and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid Balance, in the event of nonpayment by Lessee of any payment at its due date or of any other default by Lessee without first requiring Assignee to proceed against Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorney's fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time for payment by, and compromise claims with, Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only contract executed for the Equipment, in all respects what it purports to be, a valid obligation arising out of the bona fide leasing of the Equipment to Lessee in the ordinary course of business, the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which may impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect, or for any reason, and such omission or invalid accomplishment shall not relieve Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to Lessee, that title to the Equipment originated with Lessor and not with Lessee, that prior to the execution of the lease Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by Lessee has been made for Lessee's proper use and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to Lessee, that Lessor will not advance, give, or loan to Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of this lease.

Notice of the acceptance hereof is waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of the existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: _____ 19 _____ _____ (SEAL)
(Print Corporate, Partnership or Trade Name or Individual Signature)

(Witness) _____ _____
(Signature; Title of Officer, "Partner" or "Proprietor")

**Signature of Lessor**

# 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 December 12, 1991 between D & R Equipment Co., Inc. and Un Cho Yu T/A Ace Cleaners 2134 C Generals Hwy. Annapolis, MD 21401, 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 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 $ 13,584.00.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 12th day of december, 19 91.

D & R Equipment Co., 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-R

STATE OF MARYLAND

# FINANCING STATEMENT FORM UCC-1

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aa 11.50

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK**

285540

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 Jan. 16, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B.E.K. Enterprises, Inc.

Address 8375 Jumpers Hole Road Suite 302 Millersville, MD 21108

2. SECURED PARTY

Name Tucker Equipment Company

Address P.O. Box 340 Aberdeen, Maryland 21001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
MICROFILM .50
01/29/92 201 T10:22

One Eager Beaver 10HDB Trailer
S/N 112HAN304NL039224

Name and address of Assignee
Case Credit A Division of
Case Corporation ID No. 74-1668960
Tenneco Credit Corporation
ID No. 76-0010368 P.O. Box 292
Racine, Wisconsin 53401-0292

BL CLERK

MARY M. ROSE
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)

Kenneth Ray Hoffman Sec Treas
(Signature of Debtor) & Title

KENNETH RAY HOFFMAN, SEC/TREAS.
Type or Print Above Name on Above Line

Barclay D. Tucker II
(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barclay D. Tucker ,II
Type or Print Above Signature on Above Line

STATE OF MARYLAND **285541**

# 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 January 22, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. LESSEE

BOOK 576 PAGE 595

Name Louise Ann DePodesta, M.D.

Address 815 Ritchie Highway, Suite 205, Severna Park, MD 21146

2. LESSOR

NOT SUBJECT TO RECORDATION TAX.

THE FIRST NATIONAL BANK OF MARYLAND
6704 CURTIS COURT BANC 122-130
GLEN BURNIE, MARYLAND 21061
ATTN: Mike Skrocki

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

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:

RECORD FEE 11.00
#272880 C263 R01 T10:22
01/29/92
MARY M. ROSE
AA CO. CIRCUIT COURT

See Attached Exhibit "A"

BL CLERK

**CHECK ☒ THE LINES WHICH APPLY**

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Louise Ann Depodesta, M.D.

By: Louise A. DePodesta (Signature of Lessee)

Louise Ann DePodesta, Owner
Type or Print Above Name on Above Line

By: _____ (Signature of Lessee)

_____
Type or Print Above Signature on Above Line

THE FIRST NATIONAL BANK OF MD.

By: E. Marie Rector (Signature of Lessor)

E. Marie Rector, Lease Executive
Type or Print Above Signature on Above Line

Filing Location:

_____ SDAT
_____ Baltimore City
x Anne Arundel County

EXHIBIT "A"

ATTACHMENT

BOOK 576 PAGE 596

#510 Side Chairs Hickory C-DC35, Wal.

#1510 Exec. Chair, Hickory C-DC35, Wal.

#275 Loveseat Hickory C-DC38, Wal.

Hon 626L-L 6-Shelf File-Putty

NG CST9-1 Corner Unit 24x42x29
Putty/Putty

NG WS9-4 Workstation 24x60x29

NGWS9-1 Workstation 24x30,29

Keyboard

CD Center Drawer

Norsen Trad. Bookcases, Wal.

KXT 50 Pansonic Fax/Ans.Machine

Hon 1941L Rolling File

Hon 94251-WW Exer. Desk

Hon 94241-WW Exec. Credenza

Eagle #891915 Binoc. Scope

2 Adjustable Back Task Chairs

1 Ricoh 4065 Copier w/stand
S/N 0686102204

FIRST NATIONAL BANK OF MD

E. Marie Rector
Lease Executive

LOUISE ANN DEPODESTA, M.D.

Louise DePodesta

BOOK 576 PAGE 597

**UNIFORM COMMERCIAL CODE**
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3**

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO** 285027

**RECORDED IN LIBER** 574 **FOLIO** 302 **ON** 11/13/91 **(DATE)**

**1. DEBTOR**

**Name** MARIE T. DEL BIANCO

**Address** 3515 LOCH HAVEN DR EDGEWATER, MD 21037

**2. SECURED PARTY**

**Name** NORWEST FINANCIAL

**Address** 24B DEFENSE ST ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

**3. Maturity date of obligation (if any)** 10/29/93

**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.)

RECORD FEE 10.00
POSTAGE .50
[illegible] 01/29/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

**Dated** 1/22/92

Ernest W. Springs
(Signature of Secured Party)
ERNEST W. SPRIGGS
Type or Print Above Name on Above Line

10 50

UCC-3 H83 (MD)

BOOK 576 PAGE 598

AMCI

**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)
Wong, William R.
103 Allen Rd.
Glen Burnie, MD 21061

2. SECURED PARTY(IES) AND ADDRESS(ES)
FORD MOTOR CREDIT COMPANY
10710 MIDLOTHIAN TURNPIKE
P. O. BOX 36387
RICHMOND, VA. 23235

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)
Box 561 Page 120

3. This statement refers to original Financing Statement No. 762480 Dated: 10-12-90

| A. Continuation. . . . . ☐ | B. Partial Release. . . . ☐ | C. Assignment. . . . . ☐ | D. Termination . . . . . ☒ |
|---|---|---|---|
| The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. | From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: | 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: | 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
.50
RECORDED AND FILED 001 T10:30
01/29/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL. CLERK

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel Co.

Ford Motor Credit Co.
(NAME OF SECURED PARTY)

Dated: Jan 20, 1992

By: B. Dunlar - Clerk

F M C C
JUN 65 7288-M (MARYLAND ONLY)

10.50

STATE OF MARYLAND

BOOK 576 PAGE 599

98-09-005-2150

**UNIFORM COMMERCIAL CODE**

**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3**

**THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.** 275924

**RECORDED IN LIBER** 536 **FOLIO** 205 **ON** 1-5-89 **(DATE)**

**1. DEBTOR**

**Name** Jenkins, Daniel M.

**Address** 878 Doris Drive-Arnold, MD 21012

**2. SECURED PARTY**

**Name** Philadelphia National Bank

**Address** P.O. Box 7618 Doreen Stott 01-009-81-80 Phila, PA 19101

**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:** TERM ☒
(Indicate whether amendment, termination, etc.)

RECORDING FEE 10.00
POSTAGE .50
CLKS 001 T10:40
01/29/92
MARY H. ROSE
BA CO. CIRCUIT COURT

BL CLERK

10

**Dated** 1-6-92

(Signature of Secured Party)

Edward Friedmann, AVP

**Type or Print Above Name on Above Line**

BOOK 576 PAGE 600

TERMINATION STATEMENT

Date of Original Financing Statement February 27, 1990

Identifying Number of Original Financing Statement 100588185
Liber 538, folio 264 276445

This statement of termination is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| 1. Debtor(s) Name (Last Name First) | 2. Debtor(s) Complete Address(es) | For filing Officer (Date, Time Number) |
|---|---|---|
| Shree Corporation T/A Crate Cafe | 295 Overleaf Court<br>Arnold, MD 21401 | |
| 3. & 4. Secured Party(ies) and Complete Address(es) | 5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) | |
| Farmers National Bank<br>5 Church Circle<br>Annapolis, MD 21401 | RECORD FEE | 10.00 |
| | POSTAGE | .50 |

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the Secured Party, and no commitment by the Secured Party to make advances, incure obligations or otherwise give value to the Debtor, and the Secured Party no longer claims a security interest with respect to the collateral covered by the Original Financing Statement bearing the file number and liber and folio number (if applicable) shown above.

MARY N. ROSE
AA CO. CIRCUIT COURT

This Statement to be returned after recordation to Bernstein & Feldman, P.A., 900 Bestgate Road, Suite 104, Annapolis, MD 21401.

BL CLERK

Date of Statement of Termination of Financing

October 12, 1990

Signature of Secured Party(ies) or Assignee(s)

FARMERS NATIONAL BANK

By: Russell R. Till, Vice President
authorized agent

10.50

**FINANCING STATEMENT**
**Uniform Commercial Code Form UCC-1**
**IMPORTANT-Please read instructions on reverse side of page 4 before completing**

**PARTIES**

**Debtor name** (last name first if individual) and mailing address:

ROBERT F. HALE
WAYSONS COURT
LOTHIAN MD 20711 1

**Debtor name** (last name first if individual) and mailing address:

WAYSONS COURT
LOTHIAN MD 20711 1a

**Debtor name** (last name first if individual) and mailing address:

1b

**Secured Party(ies) names(s)** (last name first if individual) and address for security interest information:

VIRGINIA MOBILE HOMES, INC.

200 FRALEY BLVD
DUMFRIES VA 22026 2

**Assignee(s) of Secured Party name(s)** (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192 2a

**Special Types of Parties** (check if applicable):
☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
☐ Debtor is a Transmitting Utility.
3

**SECURED PARTY SIGNATURE(S)**

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.
b. ☐ as to which the filing has lapsed.
c. already subject to a security interest in another county in Pennsylvania-
☐when the collateral was moved to this county.
☐when the Debtor's residence or place of business was moved to this county.
d. already subject to a security interest in another jurisdiction-
☐when the collateral was moved to Pennsylvania.
☐when the Debtor's location was moved to Pennsylvania.
e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

**Secured Party Signature(s)**
(required only if box(es) is checked above):

VIRGINIA MOBILE HOMES, INC.
Diana L Rubenstein, Agent
4

**Filing No.** (stamped by filing officer): **Date, Time, Filing Office** (stamped by filing officer):

BOOK 576 PAGE 601

285542
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.
☐ Prothonotary of County.
☐ real estate records of 6

**Number of Additional Sheets** (if any): 7
**Optional Special Identification** (Max. 10 characters): 8

BL CLERK

**COLLATERAL**

**Identify collateral** by item and/or type:
1992 HOLLY PARK HOMES
24 X 52 SERIAL# 26225AB AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITRD TO THOSE ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR THE STATE LAW EQUIVALENT STATUTE.
☐ (check only if desired) Products of the collateral are also covered. 9

**Identify related real estate**, if applicable: The collateral is, or includes (check appropriate box(es))-
a. ☐ crops growing or to be grown on -
b. ☐ goods which are or are to become fixtures on -
c. ☐ minerals or the like (including oil and gas) as extracted on -
d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:
Street Address:
Described at: Book _____ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____
☐ Described on Additional Sheet.
**Name of record owner** (required only if no Debtor has an interest of record): 10

**DEBTOR SIGNATURE(S)**

**Debtor Signature(s):**
1 ROBERT F. HALE Robert F Hale POA
1a Diana Urquhart
11
1b

**RETURN RECEIPT TO:**

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192
12

STANDARD FORM - FORM UCC-1 (7-89)
Approved by Secretary of Commonwealth of Pennsylvania

FILING OFFICE ORIGINAL
**NOTE - This page will not be returned by the Department of State.**

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER • P.O. BOX 4488 • WOODBRIDGE, VA 22194-4488 • (703) 680-2300

BOOK 576 PAGE 602

LIMITED POWER OF ATTORNEY

I HEREBY APPOINT Diana Urquhart Diana Urquhart
of GREEN TREE ACCEPTANCE, INC.
as my attorney in fact to apply for a certificate or duplicate Certificate of Title on my behalf covering the below described mobile home and in the event of a default by me under my Retail Installment Contract, resulting in a repossession and disposition of the mobile home securing said contract, to sign my name on whatever documents are necessary to effectuate the disposition of the below described mobile homesubject to the terms of the Retail Installment Contract and applicable state laws governing disposition of collateral. This limited Power of Attorney is not a waiver of my rights under my Retail Installment Contract or applicable state laws governing the Contract and the disposition of collateral.

HOLLY PARK HOMES
Manufacturer

Model

1992
Year

26225AB
Serial Number

ROBERT F. HALE
Type or Print Owners Name

Robert F. Hale
Signature

WAYSONS COURT
LOTHIAN, MD 20711
Permanent Mailing Address

DATE _____
Sworn to and Subscribed Before me on Date Above Recited.

_____

MY COMMISSION EXPIRES: _____

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

# FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 576 PAGE 603

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 12/20/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

285543

1. DEBTOR

Name Russell William. Ltd.

Address 1710 Midway Road Odenton, MD 21113

2. SECURED PARTY

Name Mellon Bank N.A.

Address 1735 Market Street

Philadelphia PA 19103

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) December 1 1996

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 11.00

MPT 0:52

01/29/92

See attached Exhibit I

RECORDATION TAX PAID TO DEPT OF ASSESSMENTS & TAXATION

BL CLERK

MARY M. ROSE

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 of Debtor)

Russell K. Winter
Russell William Ltd.

Type or Print Above Name on Above Line

X _____ (Signature of Debtor)

Thomas D. Harvey

Type or Print Above Signature on Above Line

_____ (Signature of Secured Party)

Linda K. McMahan
Mellon Bank N.A.

Type or Print Above Signature on Above Line

Exhibit I



| Quantity | Manufacture | Year of Manufacturer | Model No. | Type | S/N |
|---|---|---|---|---|---|
| 1 | 1990 | Amada | M3060 | Mechanical Shear | 30600708 |
| 1 | 1990 | Vega | 50 | Roll Bender | V5/91 |
| 1 | 1990 | Holzma | EL1254100 | Panel Saw | 876192 |
| 1 | 1970 | Sundstrand | 8965 | Belt Grinder | SE214 |
| 1 | 1990 | Edge Finisher | EF2000 | Edge Polisher | 078915 |
| 1 | 1990 | Amada | 345K | Turret Punch Press | 3450038 |
| 1 | 1991 | Nordson | - | Powder Coating System | -- |
| 1 | 1991 | Milbank | - | Powder Coating System | -- |

together with all attachments, accessories, accessions, any cash and non-cash proceeds of the foregoing.

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)

Timothy P. Schwoerer d/b/a
Jet Machine Shop
2319 Mountain Rd.
Pasadena, MD 21122

2. Secured Party(ies) and address(es)

Cap-Co Leasing Company
425 N. Martingale Road
Suite 2050
Schaumburg, IL 60173

For Filing Officer
(Date, Time, Number, and Filing Office)

285544 FEE 12.00
#293470 C263 M01 T11:04
01/29/92

4. This financing statement covers the following types (or items) of property:

1 Rottler F2B Boring Bar S/N 4009
w/accessories

BOOK 576 PAGE 605

s) of Secured Party and Address(es)

Datronic Rental Corporation
425 North Martingale Rd.
Schaumburg, IL 60173

*Not subject to recordation tax this is a conditional sales contract

BL CLERK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Timothy P. Schwoerer d/b/a
Jet Machine Shop

By: Signature(s) of Debtor(s)

Timothy Schwoerner - Owner

Cap-Co Leasing Company

By: Signature(s) of Secured Party(ies)

Mona Nelson - Asst. Treas.

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY-ALPHABETICAL

285545

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. $ $471,000*

If this statement is to be recorded in land records check here. ☐

*Taxes paid at Maryland Department of Assessments/Taxation. See attached copy of Allocation Certificate and check.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

BOOK 576 PAGE 606

Name Jones Intercable, Inc.

Address 9697 East Mineral Avenue, P.O. Box 3309
Englewood, CO 80155-3309

2. SECURED PARTY

Name Mellon Bank, N.A., as Collateral Agent

Address Three Mellon Bank Center
Pittsburgh, PA 15259 ATTN: Loan Administration

Carol A. Soltes
Reed Smith Shaw & McClay, P.O. Box 2009, Pittsburgh, PA 15230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) None

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto.

Name and address of Assignee

RECORD FEE 33.00
POSTAGE .50
#207580 C263 M01 T11:14
01/29/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

(Filed in Anne Arundel County, MD)

**CHECK ☒ THE LINES WHICH APPLY**

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

33
50

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

JONES INTERCABLE, INC.

By: Elizabeth Steele
(Signature of Debtor)

Elizabeth Steele
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

[Standard]

EXHIBIT A TO FINANCING STATEMENT



Debtor: Jones Intercable, Inc.
Secured Party: Mellon Bank, N.A., as Collateral Agent

All of Debtor's right, title and interest in and to (but none of its obligations with respect to) the items and types of property described or referred to in paragraphs (a) through (e) below, whether now owned or hereafter acquired, all of which, together with the Proceeds and products of all of the foregoing, shall be included in the term "Lender Security":

(a) Tangible Property. All the Debtor's goods, machinery, Equipment, Inventory, fixtures and all other tangible property of any nature whatsoever, wherever located, including, without limitation, antennae, microwave and other receivers and transmitters, earth stations, studio and Head End equipment, computers, computer equipment, converters, decoders, power supplies, electronic equipment, mechanical fittings, signal processors, wire, cable of all types, including, without limitation, coaxial and fiber optic cable, amplifiers, filters, traps, connectors, anchors, radio, television, motion picture, and video tape equipment, including cameras, recorders, players, tools and lifts;

(b) Rights to Payment of Money. All Accounts, notes and other rights to receive the payment of money, including, without limitation, receivables, loans made by the Debtor, advances from the Debtor, rights to receive the payment of money under present or future contracts or agreements (whether or not earned by performance), rights to receive payments from subscribers, rights to receive distributions from investments in East London Telecommunications, Ltd., East London Telecommunications Holdings, Ltd. and East London Telecommunications Acquisition, Ltd. and their respective affiliates and rights to receive distributions from Partnerships;

(c) Intangibles. Except for non-assignable property set forth on Schedule 3.19 to the Credit Agreement or Franchises for which consent to assignment has not been obtained as set forth on Schedule 3.18 to the Credit Agreement and to the extent assignable without forfeiture, (i) all Franchises, as from time to time amended or supplemented, (ii) all distribution rights, common law and statutory copyrights and rights in literary property and rights and licenses thereunder, (iii) all contracts, licenses and agreements, including, without limitation, pole agreements or railway crossing licenses, wiring agreements, management agreements and all rights thereunder (to the extent not included in Section b) hereof), (iv) all trade names, goodwill, patents and patent rights, inventions, processes, licenses, leases, royalties,

Chattel Paper, documents, permits, negotiable and nonnegotiable instruments, judgments, chooses in action, (v) all right to receive Management Fees, Allocated Expenses, Interest Income, MLP Distributions and payments in connection with interest swap arrangements from Partnerships and other entities (whether pursuant to management agreements, partnership agreements or otherwise) and (vi) all other General Intangibles (including, without limitation, state and federal income tax refunds) and intangible property (to the extent not included in Section (b) hereof);

(d) Other Property. All other property, assets and things of value of every kind and nature, tangible or intangible, absolute or contingent, legal or equitable, which the Debtor may be possessed of or entitled to or which are now owned or may be hereafter acquired by the Debtor, including, without limitation, all accounts, chattel paper, contract rights, general intangibles, equipment, inventory and fixtures, as those terms are defined in the UCC; and

(e) Proceeds and Products. All improvements, replacements, substitutions, renewals, accessions or additions to all the items of Lender Security described in Sections (a) through (d) above and all Proceeds and products of the items of Lender Security described in Sections (a) through (d) above.

* * * * *

The following words and terms shall have the following meanings, respectively, unless the context hereof otherwise clearly requires:

"Accounts" shall mean all rights of the Debtor, now existing or hereafter acquired, to payment for goods sold or leased or for services rendered which are not evidenced by an instrument or Chattel Paper, whether or not earned by performance.

"Allocated Expenses" shall mean for any period the fees payable (without regard to any Partnership's right to defer or limit actual payment) to the Debtor by the Partnerships to compensate the Debtor for that portion (computed by the Debtor consistently with respect to all Partnerships) of its general overhead and administrative expenses, including all of its direct and indirect expenses allocable to the operation of the Partnerships' business, including, but not limited to, home office rent, supplies, telephone, travel and copying charges, and salaries of full and part-time employees.

"Chattel Paper" shall mean a writing or writings which evidence both a monetary obligation and a security interest in, or a lease of, specific goods. When a transaction is evidenced both by such a security agreement or a lease and by an instrument or a

series of instruments, the group of writings taken together constitutes Chattel Paper.

"Credit Agreement" shall mean the Credit Agreement, dated as of December 16, 1991 among the Debtor, the lenders party thereto, Mellon Bank, N.A. and NCNB Texas National Bank, as co-agents, and Mellon Bank, N.A., as administrative agent.

"Equipment" shall mean all goods, whether or not deemed to constitute fixtures, whenever acquired and wherever located, to the extent that it is used by, related to, produced by or bought for use primarily in the business of the Debtor and not included in Inventory, together with all attachments, accessories and parts used or intended to be used with said goods, whether now or hereafter installed herein or therein or thereon or affixed thereto, as well as all substitutions and replacements thereof in whole or in part.

"FCC" shall mean the Federal Communications Commission or any successor agency thereto performing functions similar to those performed by the Federal Communications Commission on the date hereof.

"Franchise" shall mean any franchise, permit, license or other authorization granted by any governmental unit or authority, including all laws, regulations and ordinances relating thereto, for the construction, operation and maintenance of a community antenna television system or SMATV system and the reception and transmission of signals by microwave, and shall include, without limitation, all licenses issued by the FCC for the operation of community antenna relay systems, earth stations, business and other two-way radios, microwave systems and all certificates of compliance and cable television registration statements which are required to be issued by or filed with the FCC.

"General Intangible" shall mean any personal property (including things in action) other than goods, Accounts, Chattel Paper, documents and instruments.

"Head End" shall mean the antenna site, the tower and the antenna, the microwave communications equipment, the earth station and the head end facilities, the equipment, leaseholds or other real estate and leasehold improvements relating thereto.

"Interest Income" shall mean for any period the sum of interest paid to the Debtor (i) with respect to deferrals of Management Fees or Allocated Expenses owed to the Debtor and (ii) with respect to interest paid on loans and advances made by the Debtor to the Partnerships.

"Inventory" shall mean all goods, whenever acquired and wherever located, held by the Debtor for sale or lease or furnished or to be furnished by the Debtor under contracts of

service, and all raw materials, work in process and materials owned by the Debtor, whenever acquired and wherever located.

"Management Fees" shall mean for any period the sum of (i) management fees earned by the Debtor during such period for management services provided to the Partnerships as described in the partnership agreements and (ii) Interest Income.

"MLP Distributions" shall mean the cash distributions made by Jones Intercable Investors, L.P. to the Debtor in respect of the Class A units owned by the Debtor.

"Partnership" shall mean any domestic cable partnership in which the Debtor, any Subsidiary of the Debtor or any affiliate of the Debtor (other than Jones Spacelink, Ltd. and its subsidiaries) is the general or managing partner and any joint venture of which any such partnership or the Debtor is the general or managing partner.

"Proceeds" shall mean whatever is received when Lender Security or proceeds are sold, exchanged, collected or otherwise disposed of, both cash and non-cash, including the proceeds of insurance payable by reason of loss of or damage to Lender Security or proceeds.

"UCC" shall mean the Uniform Commercial Code as in effect on the date hereof and as amended from time to time hereafter of the state or states having jurisdiction with respect to all or any portion of the Lender Security from time to time.

# ALLOCATION CERTIFICATE FOR PURPOSES OF CALCULATING RECORDING TAX

| | |
|---|---|
| Financing Statement: | UCC-1 |
| Name of Debtors: | Jones Intercable, Inc. |
| Name of Secured Party: | Mellon Bank, N.A., as Agent |
| Principal Amound of Debt Secured: | $75,000,000 |
| Office where Financing Statement to be filed: | Maryland State Department of Assessments and Taxation |

The undersigned, J. Timothy Bryan, hereby certifies that he is the Treasurer of the above-named Debtor and that, in connection with the above described financing statement, the following values for non-exempt property covered by the financing statement are substantially true and correct. The undersigned further requests that the recordation tax on the above described financing statement be calculated based on the following formula indicating the proportional amount of the debt secured by property not exempt from the recordation tax:

| | | | | |
|---|---|---|---|---|
| Value of equipment, furniture and other non-exempt property + Total value of all property covered by financing statement $2,462,062/$392,055,000 | x | Total amount of debt secured | = | Amount of Debt upon which tax is calculated |
| .00628 | x | $75,000,000 | = | $ 471,000 |

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the above-named debtor this 17th day of December, 1991.

JONES INTERCABLE, INC.,
a Colorado corporation

by: _____
J. Timothy Bryan
Treasurer

## INSTRUCTIONS FOR USE

The Attorney General's Office of the State of Maryland has taken the position that, in calculating the amount of recordation tax due upon filing of the financing statement, if the debt is secured by both exempt and non-exempt collateral, the tax will be based on the proportional amount of the debt secured by non-exempt collateral. When you are filing such a financing statement, at the time of filing you will want to present an allocation certificate to the recording desk of the clerk's office in which the recordation tax would be paid which indicates the appropriate allocation between property exempt from the recordation tax and property not exempt from the recordation tax. The simplest way of calculating these amounts is by using the debtor's most current balance sheet. From the balance sheet, a list must be made of the values of each of the items described as collateral in the financing statement. This would typically include equipment and furniture (net of depreciation), inventory, accounts, general intangibles and other goods. Typically, a financing statement does not cover cash or bank deposits since a security interest in those types of assets cannot be perfected by filing a financing statement. The debtor then figures out the value of all of the collateral securing the financing statement. Separately, the debtor calculates the value of all of the types of collateral which are exempt from the recordation tax. These would include inventory, accounts and general intangibles. The value of the exempt property is subtracted from the value of all property to determine the value of non-exempt property. Once those calculations have been made, the values would be inserted into the formula shown on the attached certificate to determine the amount of debt upon which the tax is calculated.

The tax is $1.65 for each $500 of taxable debt. Therefore, the tax itself is calculated by taking the final figure derived from the Allocation Certificate and dividing it by $500. This figure is then multiplied by $1.65 to provide the amount for which the check should be written.
The check is made payable to the Maryland State Department of Assessments and Taxation.

For example:
$500,000 divided by $500 = 1,000 X 1.65 = $1,650.00
$471,000/$500 = $942 x $1.65 = $1,554.30

**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)

Dave's Boat & Trailer Sales, Inc.
432 Grain Highway
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)

Mercury Marine Acceptance Corporation
5 Hampshire Street
P. O. Box 9113
Mansfield, MA 02048

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

BOOK 576 PAGE 613

4. This statement refers to original Financing Statement bearing File No. 9615200 Lib: 553 Fol: 389

Filed with Anne Arundel County Date Filed March 21, 19 90

RECORD FEE 11.00

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 the 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.

RECEIPT 263 MOI T11:21 01/23/92

10. Please assign all rights, titles and interests in this document to:
**Mercury Marine Acceptance Corporation**
**1160 Swedesford Road, Suite 240**
**P. O. Box 3015**
**Southeastern, PA 19398-9945**

PAID BY CHECK

AA CO. CIRCUIT COURT

BL CLERK

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if item 8 is applicable).

Mercury Marine Acceptance Corporation

By: Stacey Wharnaby
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

**STANDARD FORM - FORM UCC-3**

BOOK 576 PAGE 614

FILED WITH: ANNE ARUNDEL COUNTY, MD

**FINANCING STATEMENT** FORM UCC-1

Identifying File No. 285547

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 TRIANGLE WIRE & CABLE, INC.

Address 900 Third Avenue New York, New York 10022

2. **SECURED PARTY**

Name THE BANK OF NEW YORK COMMERCIAL CORPORATION

Address 530 Fifth Avenue New York, New York 10036

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 29.00
POSTAGE .50
[illegible] C263 R01 T11:26
01/29/92
MARY M. ROSE
CLK CIR COURT

See Exhibit A annexed hereto and by this reference made a part hereof.

See Exhibit B annexed hereto and by this reference made a part hereof.

NOT SUBJECT TO RECORDATION TAX. Financing Statement filed to perfect a security interest in inventory, contract rights, general intangibles and accounts.

**CHECK ☒ THE LINES WHICH APPLY**

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

BL CLERK

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

29.50

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

(Signature of Debtor)

Cynthia L. Simson VP

Type or Print Above Name on Above Line

TRIANGLE WIRE & CABLE, INC.

(Signature of Debtor)

Cynthia L. Simson VP

Type or Print Above Signature on Above Line

Del J. Murray VP

(Signature of Secured Party)

THE BANK OF NEW YORK COMMERCIAL CORPORATION

Type or Print Above Signature on Above Line

RETURN TO:
INFOSEARCH INC.
P. O. BOX 1110
ALBANY, NY 12201

PRINTED BY JULIUS BLUMBERG, INC.
UCC-1 MARYLAND

EXHIBIT A



Exhibit A to UCC-1 Financing Statement by and between TRIANGLE WIRE & CABLE, INC., Debtor and THE BANK OF NEW YORK COMMERCIAL CORPORATION, Secured Party.

The collateral shall consist of:

(a) all of Debtor's accounts, contract rights, instruments,documents, chattel paper, general intangibles relating to accounts, drafts and acceptances, and all other forms of obligations owing to Debtor arising out of or in connection with the sale or lease of inventory or the rendition of services, all guarantees and other security therefor, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to Secured Party ("Receivables");

(b) all of Debtor's general intangibles, whether now owned or hereafter acquired including, without limitation, all choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademarks, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to Debtor to secure payment of any of the Receivables by a customer, all rights of indemnification and all other intangible property of every kind and nature (other than Receivables);

(c) all of Debtor's now owned or hereafter acquired goods, merchandise and other personal property, wherever located, (excluding copper products) to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in Debtor's business or used in selling or furnishing such goods, merchandise and other personal property, including, without limitation, all such goods, merchandise and personal property located or to be located at those addresses specified on Exhibit B attached hereto and all documents of title or other documents representing them;

(d) all of Debtor's right, title and interest in and to (i) its goods and other property (excluding copper products) including, but not limited to all merchandise returned or rejected by customers, relating to or securing any of the Receivables; (ii) all of Debtor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; (iii) all additional amounts due to Debtor from any customer relating to the Receivables; (iv) other property, including warranty claims, relating to any goods

securing the obligations of the Debtor to Secured Party; (v) all of Debtor's contract rights, rights of payment which have been earned under a contract right, instruments, documents, chattel paper and warehouse receipts, deposit accounts, money and securities; (vi) if and when obtained by Debtor, all real and personal property of third parties in which Debtor has been granted a lien or security interest as security for the payment or enforcement of Receivables; and (vii) any other goods, personal property or real property now owned or hereafter acquired in which Debtor has expressly granted a security interest or may in the future grant a security interest to Secured Party under any other agreement between Secured Party and Debtor;

(e) all of Debtor's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by Debtor or in which it has an interest), computer programs, tapes, disks and documents relating to (a), (b), (c) or (d) hereof; and

(f) all proceeds and products of (a), (b), (c), (d) and (e) in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or documents.

TRIANGLE WIRE & CABLE, INC.

By: VP
(Title)

THE BANK OF NEW YORK
COMMERCIAL CORPORATION

By: VP
(Title)

EXHIBIT B

Maryland

Electrical Sales Associates Inc.
686 MD Rt. 3 North
P.O. Box 206
Gambrills, Maryland 21054

**EXHIBIT A**

Exhibit A to UCC-1 Financing Statement by and between TRIANGLE WIRE & CABLE, INC., Debtor and THE BANK OF NEW YORK COMMERCIAL CORPORATION, Secured Party.

The collateral shall consist of:

(a) all of Debtor's accounts, contract rights, instruments,documents, chattel paper, general intangibles relating to accounts, drafts and acceptances, and all other forms of obligations owing to Debtor arising out of or in connection with the sale or lease of inventory or the rendition of services, all guarantees and other security therefor, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to Secured Party ("Receivables");

(b) all of Debtor's general intangibles, whether now owned or hereafter acquired including, without limitation, all choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademarks, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to Debtor to secure payment of any of the Receivables by a customer, all rights of indemnification and all other intangible property of every kind and nature (other than Receivables);

(c) all of Debtor's now owned or hereafter acquired goods, merchandise and other personal property, wherever located, (excluding copper products) to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in Debtor's business or used in selling or furnishing such goods, merchandise and other personal property, including, without limitation, all such goods, merchandise and personal property located or to be located at those addresses specified on Exhibit B attached hereto and all documents of title or other documents representing them;

(d) all of Debtor's right, title and interest in and to (i) its goods and other property (excluding copper products) including, but not limited to all merchandise returned or rejected by customers, relating to or securing any of the Receivables; (ii) all of Debtor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; (iii) all additional amounts due to Debtor from any customer relating to the Receivables; (iv) other property, including warranty claims, relating to any goods

securing the obligations of the Debtor to Secured Party; (v) all of Debtor's contract rights, rights of payment which have been earned under a contract right, instruments, documents, chattel paper and warehouse receipts, deposit accounts, money and securities; (vi) if and when obtained by Debtor, all real and personal property of third parties in which Debtor has been granted a lien or security interest as security for the payment or enforcement of Receivables; and (vii) any other goods, personal property or real property now owned or hereafter acquired in which Debtor has expressly granted a security interest or may in the future grant a security interest to Secured Party under any other agreement between Secured Party and Debtor;

(e) all of Debtor's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by Debtor or in which it has an interest), computer programs, tapes, disks and documents relating to (a), (b), (c) or (d) hereof; and

(f) all proceeds and products of (a), (b), (c), (d) and (e) in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or documents.

TRIANGLE WIRE & CABLE, INC.

By: _____ VP
(Title)

THE BANK OF NEW YORK
COMMERCIAL CORPORATION

By: _____ VP
(Title)



59685/DJR/05365-122 1/ 2/92

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EXHIBIT B

Maryland

Electrical Sales Associates Inc.
686 MD Rt. 3 North
P.O. Box 206
Gambrills, Maryland 21054



59783/DJR/05365-122 1/ 2/92

STATE OF MARYLAND

BOOK 578 PAGE 621

# FINANCING STATEMENT FORM UCC-1

Identifying File No. 285548

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 12-12-91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Automobile Sales and Services, Inc. dba: Annapolis Mitsubishi

Address 284 West Street Annapolis, MD 21401

2. SECURED PARTY

Name Mitsubishi Motors Credit of America, Inc.

Address 6363 Katella Avenue

Cypress, CA 90630-5205

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 12.00

Name and address of Assignee

POSTAGE .50

Per attached Schedule "A"

BL CLERK

**CHECK ☒ THE LINES WHICH APPLY**

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Automobile Sales and Services, Inc.
dba: Annapolis Mitsubishi

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Mitsubishi Motors Credit of America, Inc.

Type or Print Above Signature on Above Line

12.50

**SCHEDULE "A"**

**"Now in the possession of or hereinafter acquired by Debtor, wherever located, all of Debtor's inventory of vehicles including, without limitation, all demonstrators, display items, all returns and repossessions, and all additions and accessions thereto; and all goods, including all machinery and shop equipment, data processing equipment, tools, appliances, trucks, furniture, fixtures, parts inventory, bins and miscellaneous equipment; and all accounts, chattel paper, security agreements, instruments, contract rights, policies and certificates of insurance, documents, documents of title, manufacturer's certificate of origin, all dealer reserve accounts and general intangibles including all monies and credits now due or to become due to Debtor, all choses in action, existing or arising in the future in connection with debtor's business including all claims against manufacturers or distributors of inventory or other lending institutions; and all monies and credits now due or hereafter becoming due to Debtor from a manufacturer or distributor of vehicles, including without limitation, sales incentive payments, hold back, rebates, warranty payments, factory receivables, credits for inventory returns, and all other rights to payment of money; and all proceeds and products of the foregoing".**

**Debtor:** Automobile Sales and Services, Inc.

dba: Annapolis Mitsubishi

**By:** F. Martin Insley

F. Martin Insley

**Title:** President

ATTENTION: FILING OFFICER

PLEASE INSURE THAT A STAMPED COPY OF ATTACHMENT "A" IS RETURNED WITH OUR FILING AND SECOND COPY IS RETAINED FOR YOUR RECORDS.

PE

285549 BOOK 576 PAGE 623

The underlying secured transaction being publicized by this Financing Statement ☐ is ☒ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: $_____.

## MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐YES ☒NO

~~STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~ Anne Arundel County

This Financing Statement dated 01-24-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| Debtor(s) (Last Name First) and mailing address: | Check the box indicating the kind of statement. Check only one box. |
|---|---|
| **CLASSIC AUTO REPAIR, INC.**<br>**26 PICA DRIVE**<br>**WALDORF, MD 20602** | (X) ORIGINAL FINANCING STATEMENT<br>( ) CONTINUATION ORIGINAL STILL EFFECTIVE<br>( ) AMENDMENT<br>( ) ASSIGNMENT<br>( ) PARTIAL RELEASE OF COLLATERAL<br>( ) TERMINATION |
| Name and address of Secured Party<br>**Annapolis National Bank**<br>**2083 West Street**<br>**Annapolis, MD 21401** | Name and address of Assignee |
| Date of maturity, if any | Check if proceeds/products of collateral are covered ( X ) |

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

**SUPER #2000 PAINT BOOTH AND A 10 X 8 MIXING ROOM; 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).**

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:

RECORD FEE 11.00

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

MESSAGE .50

( ) 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.

RCA1920 0243 R01 T11:42 01/29/92

| CLASSIC AUTO REPAIR, INC. | Annapolis National Bank |
|---|---|
| William C. Schneider<br>By: WILLIAM C. SCHNEIDER, PRESIDENT | Velia A. Bishop |
| Signature of Debtor | Signature of Secured Party |

MARY M. ROSE

AA CO. CIRCUIT COURT

BL CLERK

11.50

BOOK 576 PAGE 624

285550

The underlying secured transaction being publicized by this Financing Statement ☐ is ☒ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: $_____.

# MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐YES ☒NO

CLERK, CIRCUIT COURT MONTGOMERY COUNTY

This Financing Statement dated 01-15-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| | |
|---|---|
| Debtor(s) (Last Name First) and mailing address:<br><br>**BCE Corporation of Rockville**<br>**11910-A Parklawn Drie**<br>**Rockville, MD 20852** | Check the box indicating the kind of statement.<br>Check only one box.<br><br>(X) ORIGINAL FINANCING STATEMENT<br>( ) CONTINUATION ORIGINAL STILL EFFECTIVE<br>( ) AMENDMENT<br>( ) ASSIGNMENT<br>( ) PARTIAL RELEASE OF COLLATERAL<br>( ) TERMINATION |
| Name and address of Secured Party<br><br>**Annapolis National Bank**<br><br>**2083 West Street**<br>**Annapolis, MD 21401** | Name and address of Assignee |
| Date of maturity, if any | Check if proceeds/products of collateral are covered ( X ) |

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

**All 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).** (See List of Equipment Attached Hereto)

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

RECORD FEE 11.00
POSTAGE .50
B283830 C263 R01 T11:43
01/23/92
MARY N. ROSE
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.

| | |
|---|---|
| **BCE Corporation of Rockville** | **Annapolis National Bank** |
| **By: Nicholas J. Vassos, President** | |
| **Signature of Debtor** | **Signature of Secured Party** |

BL CLERK

11
50

SCHEDULE "A" - EQUIPMENT LIST



| QUANTITY | DESCRIPTION | AMOUNT |
|---|---|---|
| 1 | 2470ZDH COPIER | 16,656.25 |
| 1 | AF-11 FINISHER RC #693 | 2,000.00 |
| 1 | 2470ZDH COPIER | 15,000.00 |
| 1 | AS-11A FINISHER RC #300 | 2,093.25 |
| 1 | 2485ZDF COPIER | 30,000.00 |
| 1 | LARGE PAPER DECK | 3,852.50 |
| 1 | AF-11 SORT/STAPLER RC #744/745 | 2,085.00 |
| 1 | 2470ZDH COPIER | 16,656.25 |
| 1 | AF-11 FINISHER RC #87 | 2,000.00 |

CFINSTMT1 1410324 Anne Arundel County $11.50

1050.00 Rec. Tax

285551

BOOK 576 PAGE 626

# FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

[ ] 1. To be recorded in the Land Records.
[X] 2. To be recorded among the Financing Statement Records.
[ ] 3. Not subject to Recordation Tax.
[X] 4. Subject to Recordation Tax on an initial debt in the principal amount of $ 150,000.00.
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, of the Cicuit Court of Anne Arundel County

RECORD FEE 11.00
RECORD TAX 1050.00
POSTAGE .50
#334990 C499 R02 T10:28
01/29/93
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

5. Debtor(s) Name(s): Gross Mechanical Laboratories, Inc.
Address(es): 7240 Standard Drive, Hanover, MD 21076

6. Secured Party: MARYLAND NATIONAL BANK, Attention: LDRU 250603
Address: 100 South Charles Street, Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, 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, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for 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.

[X] 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: Gross Mechanical Laboratories, Inc.

By: X Donald P. Gross (Seal) _____ (Seal)
Donald P. Gross, President

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

1110
10D50

1 VMC-2416 w/OM CONTROL AND HI-LO GEARBOX S/N 12322
1 VMC MILLING MACHINE S/N 10298

**SCHEDULE A**

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DG. This Schedule A is attached to and made a part of a Financing Statement by and between Maryland National Bank and Gross Mechanical Laboratories, Inc.

Collateral Description:

1 - ET 342 TC Demo Machine S/N ~~R3RC7C801040~~ R3RC7C80140 DG.

1 - EMC AM 999.244 S-26 Power Collet Chuck S/N_____

1 - EMC AM 999.035A Sprindle Liner S/N_____

1 - EMC AM 574.402 Bar Puller S/N_____

1 - EMC AM 152.200 Set of ESX-16 Collets S/N_____

1 - EMC AM Set of ESX-20 Collets S/N_____

1 - EMC AM 586.201 Spanner For ESX-20 S/N_____

1 - EMC AM 562.221 Spanner For ESX-16 S/N_____

2 - EMC AM 586.200 Axial Drill/Mill Live Toolholder S/N_____

2 - EMC AM 586.220 Radial Drill/Mill Live Toolholder S/N_____

1 - EMC AM Woodruff Live Toolholder S/N_____

1 - EMC AM RPM Reduction Tap Live Toolholder S/N_____

1 - EMC M Emco Maier 360 TCM 3 Degree CNC Lathe Package

(Above Machine Including: Auto Tailstock, Auto Parts Catcher, Chip Conveyor, Graphics Package, 2 each Radial Toolholders, 2 each Radial Toolholders (overhead), 3/4" Boring Bar Holder, U-Drill Holder (25MM), 6 each additional VDI Toolholders, Grease Gun, 8" Power Chuck, 30 KVA Transformer, 1 each ESX-20 1/4" Collet, 1 each ESX-20 5/16" Collet, 1 each ESX-20 3/8" Collet, 1 each EXS-20 1/2" Collet, Instruction Manual, 2 to 3 days of Training by Bill Zimmerman) S/N_____

1 - EMC AM 999.149 Set of Soft Top Jaws S/N_____

1 - EMC AM 579.570 End of Bar Lamp S/N_____

1 - 71070007 Clampbase, MPC-A (Y) S/N_____

1 - 71970006 Turntable, MPC-A (Y) S/N_____
71970009

2 - Pallet, MPC-A 1TS (T-Slots in X-Direction) (Y) S/N_____

1 - 79000000 MPC Installation Instructions/Installation Assistance Cost S/N_____

**The Debtor hereby certifies that simultaneously with this filing of this financing statement the recordation tax of $1,050.00 on the additional debt of $150,000.00 has been paid to the Clerk of the Circuit Court for Anne Arundel County, Maryland.**

**Gross Mechanical Laboratories, Inc.**

**By:** Donald P. Gross **(SEAL)**
**Donald P. Gross, President**

END
LIBER