ANNE ARUNDEL COUNTY, MARYLAND

NIFORM COMMERCIAL CODE
FINANCING STATEMENTS

MARY MCNALLY ROSE

CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

580

TO BE FILED WITH THE MONTGOMERY
COUNTY CHATTEL RECORDS.

NO TAX DUE
TO PERFECT SECURITY INTEREST S-
S-

BOOK 580 PAGE 01

SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transaction) 286141

This Security Agreement and Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

DEBTOR	ADDRESS
BWI HOTEL CORPORATION	c/o Eliezer H. Benbassat 905 Silver Spring Avenue Silver Spring, Maryland 20910
SECURED PARTY	**ADDRESS**
BANK OF MARYLAND	7126 Wisconsin Avenue Bethesda, Maryland 20814

After recordation, please return to: Mr. Peter A. Converse
Bank of Maryland
7126 Wisconsin Avenue
Bethesda, Maryland 20814

RECORD FEE 13.00
POSTAGE .50
[illegible] 1263 001 T14:57
04/24/92
MARY M. ROSE
CLERK CIRCUIT COURT

1. Debtor hereby grants to Secured Party a security interest in all of the property described in paragraph 3 hereof in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a promissory note dated March 20, 1992 in the amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($750,000.00) from Eliezer H. Benbassat, Miriam Benbassat, John H. Sporidis, Ottis G. Triantis, Gus O. Triantis and Mary E. Triantis (collectively, the "Borrower") to the order of Secured Party ("Note").

BL CLERK

2. The Note is hereby incorporated by reference and is made a part hereof. Debtor agrees that in that event of (i) any default in the Note, or in any other document, agreement or instrument evidencing and/or securing the Note or executed in conjunction with the loan evidenced by the Note, or otherwise between Debtor and/or Borrower and the Secured Party, or (ii) any default in any other instrument, document or agreement ("Collateral Financing") in which Debtor has granted a security interest in the property described in paragraph 3 hereof (the "Collateral"), then such default shall constitute a default in this Security Agreement and Financing Statement ("Agreement"), entitling Secured Party to exercise any and all rights and remedies herein provided or provided under the Uniform Commercial Codes of the State of Maryland or any other applicable law, in addition to any other rights and remedies provided in the Note or in any other instrument evidencing or securing the said indebtedness. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in his sole and absolute discretion.

WP5.1 1110-6;cld (Rev. #3) 3/4/92;css

3. This Agreement covers all right, title or interest of Debtor in or to any and all general or limited partnership interests in BWI/Parkway Hotel Group Limited Partnership, a Maryland limited partnership, owned by Debtor at any time during the duration of this Agreement, together with any and all rights of Debtor to receive any distributions and other proceeds, reimbursements, fees or payments, cash or otherwise, in liquidation or otherwise, as may be specified in the limited partnership agreement for said partnership or in any amendments thereto.

4. The proceeds of the Collateral are also covered.

5. Debtor agrees to notify Secured Party of any default by Debtor under any Collateral Financing within ten (10) days from and after Debtor receives notice of, or becomes aware of, such default. Debtor's failure to so notify Secured Party shall be considered a default hereunder, entitling Secured Party to all of the rights and remedies more fully described in paragraph 2 hereunder.

6. Debtor represents that it is a corporation formed under and existing in good standing by virtue of the laws of the State of Maryland, and on the date hereof, has had its corporate seal hereto attached, and caused its corporate name to be signed by Eliezer H. Benbassat, its President and attested by John H. Sporidis, its Secretary.

I HEREBY CERTIFY THAT the foregoing and annexed Security Agreement and Financing Statement was executed and delivered pursuant to and in strict conformity with the provisions of a resolution of the Board of Directors of BWI Hotel Corporation, a Maryland close corporation, which resolution was duly passed and adopted by the Board of Directors pursuant to their unanimous written consent.

John H. Sporidis, Secretary

Date of this Security Agreement and Financing Statement: March 20, 1992.

ATTEST:

DEBTOR:

BWI HOTEL CORPORATION

John H. Sporidis,
Secretary

By: Eliezer H. Benbassat, President

[Corporate Seal]

[signatures continued on next page]

[signatures continued from prior page]

SECURED PARTY:

BANK OF MARYLAND

Kathy A. Titus

By: Peter A. Conners, V.P.

Anne Arundel Co.

BOOK 580 PAGE 04

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 476 Page No. 518

Identification No. 253407 Dated 8/17/84

1. Debtor(s)

Banks Air Freight Service, Inc.
Name or Names — Print or Type

P.O. Box 8750 | BWI Airport | Balto., Md. | 21240
Address — Street No., | City - County | State | Zip Code

2. Secured Party

The First National Bank of Md.
Name or Names—Print or Type

83 Forest Dr. | 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.

RECORD FEE 10.00
POSTAGE .50
#425500 C489 R02 T08:30
04/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated: April 23, 1992

First National Bank of Md.
Susan L. Taylor
(Name of Secured Party)

Susan Taylor
(Signature of Secured Party)

Loan Executive Officer
Type or Print (Include Title if Company)

10 00
12

BS-1216D-8406

Anne Arundel Co.

BOOK 580 PAGE 05

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 492 Page No. 119

Identification No. 259385 Dated 11/27/85

1. Debtor(s)

Banks Air Freight Service, Inc.
Name or Names — Print or Type

P.O. Box 8750 | BWI Airport | Balto., Md.
Address — Street No., | City - County | State | Zip Code

2. Secured Party

The First National Bank of Md.
Name or Names—Print or Type

83 Forest Plaza | Annapolis, Md. | 21401
Address—Street No., | City - County | State | Zip Code

3. Maturity Date (if any) _____

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

RECORD FEE 10.00
POSTAGE .50
#A25510 C489 R02 T08:30
04/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated: April 23, 1992

First National Bank of Md.
Susan L. Taylor
(Name of Secured Party)

Susan Taylor
(Signature of Secured Party)

Loan Executive Officer
Type or Print (Include Title if Company)

10 00
15

BS-1216D-8406

BOOK 580 PAGE 06

2862?7

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)
SUNNY ACRES LANDSCAPING, INC. 1401 ROSSBACK ROAD DAVIDSONVILLE, MD 21035	FORD NEW HOLLAND CREDIT CO. PO BOX 36387 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 KUBOTA L2650 TRACTOR, SER.#50781, 1 NEW KUBOTA LA450 LOADER, SER.#11213,
1 NEW SWEEPSTER LB BROOM, SER.#17-0081, 1 NEW NEW HOLLAND L555D LOADER, SER.#777648,
1 NEW CENTREVILLE EC16 TRAILER, SER.#689DX.

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:

Stanley Fulchen Jr., Pres.
[SIGNATURE OF DEBTOR]
SUNNY ACRES LANDSCAPING, INC.

[SIGNATURE OF DEBTOR]

FORD NEW HOLLAND CREDIT CO.
[NAME OF SECURED PARTY]
BY: Chris Hanburger
CHRIS HANBURGER

FNCC 7098-M [MARYLAND] PREVIOUS EDITIONS MAY BE USED
JULY 84

PRINTED IN U.S.A.

STATE OF MARYLAND 07 580 PAGE 2862 18

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. ~~DEBTOR~~ Lessee

   Name CardioAnalysis Systems, Inc.

   Address 133 Rollins Ave., Rockville, MD 20852

2. ~~SECURED~~ PARTY

   Lessor

   Name Sentry Financial Corporation

   Address 201 South Main, Suite 1400, Salt Lake City, Utah 84111

   _____

   Person And Address To Whom Statement Is To Be Returned 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 Exhibit A

casi20-pre

Name and address of Assignee
Sentry Equipment Financing Limited Partnership
201 South Main, Suite 1400
Salt Lake City, Utah 84111

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)

   ☒ (Proceeds of collateral are also covered)

   ☒ (Products of collateral are also covered)

Alexander I Clayton

(Signature of ~~Debtor~~)

CardioAnalysis Systems, Inc. Lessee

Type or Print Above Name on Above Line

_____

(Signature of Debtor)

_____

Type or Print Above Signature on Above Line

Linda D. Cary

(Signature of ~~Secured~~ Party)

Sentry Financial Corporation

Type or Print Above Signature on Above Line

11.50

BOOK 580 PAGE 08

EXHIBIT A
TO
UCC STATEMENT

All medical devices and related equipment under lease to CardioAnalysis Systems, Inc. pursuant to Equipment Schedule No. 20 dated March 31, 1992, issued pursuant to Master Lease dated as of January 31, 1991, between Sentry Financial Corporation, as original Lessor, and CardioAnalysis Systems, Inc., as Lessee. This UCC-1 is filed pursuant to Section 9-408 of the UCC for informational purposes only. The transaction covered by this UCC-1 is intended by the Lessor and Lessee to be a true lease.

casi\es20\ra20prec.ucc

APC

BOOK 580 PAGE 09

, MARYLAND

286219

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

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

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

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

This financing statement Dated 4/16/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. **DEBTOR**

Name BRADFORD A WEST

Address 8257 NEW CUT RD SEVERN, MD 21144

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 NEW FORD L-553 DELUXE SKID LOADER
WITH 62" LP Bucket 62" Tooth BAR
S/N 813310

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)

Bradford A. West
(Signature of Debtor)

Bradford A. West
Type or print above Signature on above line

115

(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

STATE OF MARYLAND BOOK 580 PAGE 10

FINANCING STATEMENT Form UCC-1 Identifying File No. 286220

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 3043.00

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

This financing statement Dated 3-11-92 is presented to a filing officer for filing purusant to the Uniform Commerical Code.

1. DEBTOR

Name WILLIAM J. DONOHUE III & MELISSA A. DONOHUE III

Address 754 21ST STREET PASADENA, MD 21122

2. SECURED PARTY

Name BLAZER FINANCIAL SERVICES INC

Address 7479 BALTIMORE ANNAPOLIS BLVD. PO BOX 66

GLEN BURNIE, MARYLAND 21061

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

3. Maturity date of obligation (if any) _____

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

12 VINYL REPLACEMENT WINDOWS (THERMAL INDUSTRY STYLE) IN LIVING Room (3), BASEMENT (4), MASTER BEDROOM (2), FRONT BEDROOM, MIDDLE BEDROOM & BATH

CHECK ☒ THE LINES WHICH APPLY

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

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

THE DWELLING LOCATED AT 754 21ST STREET, PASADENA, MD. 21122.

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

BOW 24.50 24.50

×William J. Donohue III
(Signature of Debtor)

WILLIAM J. DONOHUE III
Type or Print Above Name on Above Line

×Melissa Ann Donohue
(Signature of Debtor)

MELISSA A. DONOHUE III
Type or Print Above Signature on Above Line

(Signature of Secured Party)

JOSEPH J. TOMASSIS JR
Type or Print Above Signature on Above Line

A.A. Co. 13 50

(Calvin Cox)

BOOK 580 PAGE 11

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

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

1. DEBTOR and Address (Last Name First)	2. SECURED PARTY and Address
① Maryland Composition Co., Inc. ② American Graphic Arts Corp. ③ Photo Graphics, Inc. Chandler Building 714 E. Pratt Street Baltimore, Maryland 21202	Anne Arundel County, Maryland Arundel Center Northwest and Calvert Streets Annapolis, Maryland 21401
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	**4. RETURN TO:** Signet Bank/Maryland 210 Guilford Avenue Baltimore, MD 21202 ATTN: Renee Wojciechowski 22002-0314

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: 232687 Date: 5-21-80, 19____

Record Reference: liber 425 page 386-438

6. A. CONTINUATION ..... ☒ The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.	**6. B. RELEASE** ..... ☐ From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.
6. C. ASSIGNMENT ..... ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property listed below.	**6. D. OTHER** ..... ☐

INFORMATION:

Dated 4-14-92, 19____

ASSIGNEE

~~SECURED PARTY~~:

Union Trust Co. of Maryland
(now known as Signet Bank/MD)

By: Suzanne Willett, L.A.O.
(Title)

Suzanne Willett, L.A.O.

ucc-6

1050

A.A. Co. 10.50

BOOK 580 PAGE 12

(Calvin Cox)

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

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

1. DEBTOR and Address (Last Name First)	2. SECURED PARTY and Address
Anne Arundel County, Maryland Arundel Center Northwest and Calvert Streets Annapolis, Maryland 21401	Union Trust Co. of Maryland St. Paul and Baltimore Streets Baltimore, Maryland 21203
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	**4. RETURN TO:** Signet Bank/Maryland 210 Guilford Avenue Baltimore, MD 21202 ATTN: Renee Wojciechowski 22002-0314

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: 232685 Date: 5-21-80, 19____

Record Reference: liber 425 page 378-380

6. A. CONTINUATION ..... ☒ The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.	**6. B. RELEASE** ..... ☐ From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.
6. C. ASSIGNMENT ..... ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below.	**6. D. OTHER** ..... ☐

INFORMATION:

Dated 4-14-92, 19____

SECURED PARTY:

Union Trust Co. of Maryland
(now known as Signet Bank/MD)

By: Suzanne Willett - L.A.O.
Suzanne Willett, L.A.O. **(Title)**

UCC-6

15.50

Anne Arundel Co. 10 50

BOOK 580 PAGE 13

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

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

1. DEBTOR and Address (Last Name First)	2. SECURED PARTY and Address
Calvin A. Cox 222 St. Paul Street Baltimore, MD 21202	Anne Arundel County, Maryland Arundel Center Northwest and Calvert Streets Annapolis, Maryland 21401
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	**4. RETURN TO:** Signet Bank/Maryland 210 Guilford Avenue Baltimore, MD 21202 ATTN: Renee Wojciechowski 22002-0314

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: 232686 **Date:** 5-21-80 **, 19**____

Record Reference: liber 425 page 381-385

6. A. CONTINUATION ..... ☒ The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.	**6. B. RELEASE** ..... ☐ From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.
6. C. ASSIGNMENT ..... ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property listed below.	**6. D. OTHER** ..... ☐

INFORMATION:

Dated 4-14-92 **, 19**____

ASSIGNEE
~~SECURED PARTY~~:
Union Trust Co. of Maryland
(now known as Signet Bank/MD)

By: Suzanne Willett L.A.O.
Suzanne Willett, L.A.O. **(Title)**

UCC-6

15.4

STATE OF MARYLAND

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

THIS STATEMENT **REFERS TO ORIGINAL STATEMENT**, IDENTIFYING FILE NO. 268939

RECORDED IN LIBER 515 FOLIO 433 ON 8/6/87 (DATE)

1. DEBTOR

Name **THE ASPHALT SERVICE CO., INC.**
ASCO HOLDINGS, INC.

Address 1836 Chesapeake Avenue, Baltimore, Maryland

2. SECURED PARTY

Name **EQUITABLE BANK, NATIONAL ASSOCIATION**

Address 100 South Charles Street, Baltimore, Maryland 21201

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

3. Maturity date of obligation (if any)

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

1. The name and address of Secured Party is amended, due to merger to:
   MARYLAND NATIONAL BANK
   10 Light Street, MS021603
   Baltimore, Maryland 21202
2. The description of the collateral covered by the financing statement is amended to include in addition to the existing collateral each of Debtor's assets of the kind described on Exhibit A attached hereto.
3. Recordation tax is due as set forth on Certificate.

THE ASPHALT SERVICE CO., INC.
By: Donald A. Kary
Donald A. Kary, President

ASCO HOLDINGS, INC.
By: Donald A. Kary
Donald A. Kary, President

24 SU

Dated March 26, 1992

MARYLAND NATIONAL BANK, Successor
By Merger To Equitable Bank,
National Association
By: James H. Peterson
(Signature of Secured Party)

James H. Peterson, ~~Asst.~~ Vice President
Type or Print Above Name on Above Line

EXHIBIT A

1. This Financing Statement covers, in addition to the assets described in the original description of collateral (i.e., all equipment and fixtures) and each Debtor grants a security interest to the Secured Party in the following:

   a. All of the tangible and intangible assets of the Debtor, including, but not limited to the following kinds and types of property, 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) Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

      (ii) Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;

      (iii) Accounts, Contract Rights, Instruments, Documents, General Intangibles, Chattel Paper, notes, notes receivable, 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 or lease of or providing of Inventory, or services by the Debtor to customers, as well as all rights, contingent or non-contingent, of any kind of the Debtor to receive payment, benefit or credit from any person;

      (iv) Inventory, merchandise, materials, raw materials, goods in process, finished goods, work in progress, 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, placed on consignment, or held at storage locations (all of the foregoing being herein, "Inventory");

(v) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;

(vi) All monies, bank accounts, or deposits with any financial institution;

(vii) Contracts with customers, deposits, prepayments and rights to tax refunds;

(viii) All franchises, subfranchises, rights to distribute, sales agencies, licenses, permits, leases, rights to indemnification, rights as insured, including the right to be provided a defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient, or proper with respect to the continued operation of the business of the Debtor as now or hereafter conducted by the Debtor or with respect to the operation or use of the Debtor's Equipment, Fixtures or real property;

(ix) All patents and patent applications, together with the right to sue for past, present, and 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 trademarks, trade names, and trade secrets, together with the right to sue for past, present, and future violations corresponding thereto, and all good will associated therewith;

(xi) All copyrights, together with the right to sue for past, present, or future violations or infringements of rights of the copyrights, and all renewals, extensions and continuations thereof;

(xii) All rights of the Debtor as a secured party with respect to collateral security now or hereafter securing any of the obligations of third parties to

the Debtor, together with all agreements and instruments evidencing or creating any such security; and

(xiii) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

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

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

JOSEPH R.S. TYSSOWSKI, JR., ESQUIRE
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JRST) 11492

RECORDATION TAX CERTIFICATE
(Personal property in multiple Maryland counties)

THE ASPHALT SERVICE CO., INC. and ASCO HOLDINGS, INC. ("Debtors") certify that the books and records of the Debtors show that the property described in the original financing statement as amended by the attached Amendment (collectively, "Financing Statement") is located partly in each of the following jurisdictions, and show the following values for the property described in the Financing Statements:

$500,000.00 — Total additional debt to Maryland National Bank secured by the Financing Statement.

$ 4,081,720 (B) — Total value of all property securing debt and described in the Financing Statement.

Amount of debt subject to tax in Anne Arundel County:

$ 679,071 (C) — Total value of all non-exempt property covered by Financing Statement (including equipment and fixtures) located in Anne Arundel County

*$ 679,071 (C) / $ 4,081,720 (B) X $500,000.00 = **$ 83,000 (D)

Amount of tax due in Anne Arundel County:

$ 83,000 (D) X $3.50/$500 = $ 581.00

Amount of debt subject to tax in Baltimore City:

$ 45,860 (E) — Total value of all non-exempt property covered by Financing Statement (including equipment and fixtures) located in Baltimore City

*$ 45,860 (E) X $500,000.00 = **$ 5,500 (F)
$ 4,081,720 (B)

Amount of tax due in Baltimore City:

$ 5,500 (F) X $2.75/$500 = $ 30.25

THE ASPHALT SERVICE CO., INC.

By: Donald A. Kary
Donald A. Kary,
President

ASCO HOLDINGS, INC.
~~THE ASPHALT SERVICE CO., INC.~~

By: Donald A. Kary
Donald A. Kary,
President

*rounded off to third place after decimal
**rounded up to next multiple of $500

Butler Leasing Company

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286221

FINANCING STATEMENT (FORM UCC-1)

NOT SUBJECT TO RECORDING TAX
(Conditional Sale Contract Lessor is Seller and Lessee Purchaser of Equipment)

LESSEE: Complete Landscaping Service, Inc.
1641 Maryland Route # 3 North
Crofton, MD 21114

LESSOR: BUTLER LEASING COMPANY
P.O. Box 677
Hunt Valley, Maryland 21030-0677

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

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.
VARIOUS MOWING EQUIPMENT
LINE TRIMMERS /BACK PACK BLOWERS / HEDGE CLIPPERS
20" COMMERCIAL PUSH MOWERS/ EDGERS
36" GEAR KAW MOWERS/ 48" GEAR KAW MOWERS
42" WALKER MOWER/ WALKER BED SHAPER
PER SCHEDULE ATTACHED AND MADE A PART HEREOF

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

EQUIPMENT LOCATION: same as above

LESSEE
Complete Landscaping Service, Inc.

BY: _____

DON STELFOX, PRESIDENT
PRINT NAME & TITLE:

LESSOR
BUTLER LEASING COMPANY

BY: Grace M Cubbage

Grace M Cubbage, Underwriter

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 677
Hunt Valley, Maryland 21030-0677
(410) 771-9600

535
50

D-05-01 REV 04/89 : C18175 : 04/03/92 : L27341

AA

Butler Leasing Company

BOOK 580 PAGE 21

SCHEDULE
EQUIPMENT

AGREEMENT NO._____

This Schedule is attached to and made a part of the above referenced AGREEMENT.

QUANTITY	DESCRIPTION
	SEE EQUIPMENT PER ATTACHED INVOICES

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

KOHLER EQUIPMENT — UPPER MARLBORO
15065 COMMERCE COURT
UPPER MARLBORO, MD. 20772
(301) 249-2280

SOLD TO:	SHIP TO:
COMPLETE CORP 1641 MARYLAND RT 3 NORTH, 206 CROFTON, MD 21114	COMPLETE CORP 1641 MARYLAND RT 3 NORTH, 206 CROFTON, MD 21114

ORIGINAL

SHIPPED VIA: CUSTOMER U.P.S.

CUSTOMER NO.	DATE	INVOICE NO.	SALESMAN	STORE	P/O NUMBER	SPECIAL INFORMATION
4122001	3/24/92	14979	006/013	1		

ORDERED	SHIPPED	B/O	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
27	27		EC08RM2501	LINE TRIMMER	339.99	301.06	8127.00
			SN-B027485		1.		
			SN-B027564		2.		
			SN-B027565		3.		
			SN-B027608		4.		
			SN-B038171		5.		
			SN-B038191		6.		
			SN-B038192		7.		
			SN-B038193		8.		
			SN-B038223		9.		
			SN-B038224		10.		
			SN-B038233		11.		
			SN-B038234		12.		
							CONTINUED
							CONTINUED
							CONTINUED
							CONTINUED
							CONTINUED

REC'D BY

IMPORTANT NOTICE

It is agreed as part of the consideration for this sale that the price shown hereon for the goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price not paid within said time period shall thereafter bear interest at the HIGHEST PRIME INTEREST RATE

KEEP THIS INVOICE, IT IS YOUR ONLY COPY.

KOHLER EQUIPMENT -- UPPER MARLBORO
15865 COMMERCE COURT
UPPER MARLBORO, MD. 20772
(301) 249-2200

SOLD TO:

COMPLETE CORP
1641 MARYLAND RT 3 NORTH, 206
CROFTON, MD 21114

SHIP TO:

COMPLETE CORP
1641 MARYLAND RT 3 NORTH, 206
CROFTON, MD 21114

SHIPPED VIA: CUSTOMER U.P.S.

INVOICE NO.	DATE	ORDER NO.	SALESMAN	DEPT.	P.O. NUMBER	TERMS	SPECIAL INFORMATION
3122881	3/24/92	14975	006/913	3			

QUAN. ORDERED	QUAN. SHIPPED	B.O.	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
				SN-B038282		13.		
				SN-B038283		14.		
				SN-B038285		15.		
				SN-B038286		16.		
				SN-B038359		17.		
				SN-B038360		18.		
				SN-B038361		19.		
				SN-B038364		20.		
				SN-B038390		21.		
				SN-B038397		22.		
				SN-B038400		23.		
				SN-B038421		24.		
				SN-B038424		25.		
								CONTINUED
								CONTINUED
								CONTINUED
								CONTINUED
								CONTINUED

REC'D BY _____

IMPORTANT NOTICE

It is agreed as part of the consideration for this sale that the price shown hereon for the goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price

KEEP THIS INVOICE AS IT IS YOUR ONLY COPY.
BOOK 380 PAGE 23

KUHLER EQUIPMENT - UPPER MARLBORO
15865 COMMERCE COURT
UPPER MARLBORO, MD. 20772
(301) 249-3200

SOLD TO:

COMPLETE CORP
1641 MARYLAND RT 3 NORTH, 206
CROFTON, MD 21114

SHIP TO:

COMPLETE CORP
1641 MARYLAND RT 3 NORTH, 206
CROFTON, MD 21114

SHIPPED VIA: CUSTOMER W.C.

INVOICE	DATE	ORDER NO.	SALESMAN	TERMS	CUSTOMER P.O. NUMBER	JOB NAME
8122801	3/24/92	14979	006/013	1		

ORDERED	SHIPPED	B/O	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
			SN-B038461		25.		
			SN-B038462		27.		
30	30		ECVB400E	BACK PACK BLOWER	399.99	287.76	8632.80
			SN-B206372		1.		
			SN-B206369		2.		
			SN-B205836		3.		
			SN-B206392		4.		
			SN-B296363		5.		
			SN-B205843		6.		
			SN-B205839		7.		
			SN-B206388		8.		
			SN-B205777		9.		
			SN-B206384		10.		
							CONTINUED
							CONTINUED
							CONTINUED
							CONTINUED
							CONTINUED

RECD BY

IMPORTANT NOTICE

It is agreed as part of the consideration for this sale that the price shown hereon for this goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price not paid within said time period shall thereafter bear interest at the HIGHEST PREVAILING RATE. All claims and returned goods MUST be accompanied by this invoice. There will be no refund or exchange on electrical parts. The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty

KEEP THIS INVOICE AS IT IS YOUR ONLY COPY.

BOOK 580 PAGE 24

KOHLER EQUIPMENT - UPPER MARLBORO
15865 COMMERCE COURT
UPPER MARLBORO, MD. 20772
(301) 249-2200

SOLD TO:	SHIP TO:
COMPLETE CORP 1641 MARYLAND RT 3 NORTH, 206 CROFTON, MD 21114	COMPLETE CORP 1641 MARYLAND RT 3 NORTH, 206 CROFTON, MD 21114

SHIPPED VIA: CUSTOMER W.C.

INVOICE	DATE	WORK ORDER	LOCATION	TERMS
0122891	3/24/92	14979	006/013	1

QUANTITY ORD	QUANTITY SHP	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
			SN-B204775		11.		
			SN-B204707		12.		
			SN-B205045		13.		
			SN-B203676		14.		
			SN-B204967		15.		
			SN-R190724		16.		
			SN-B203722		17.		
			SN-B203681		18.		
			SN-B203706		19.		
			SN-B204684		20.		
			SN-B204807		21.		
			SN-B204714		22.		
			SN-B204731		23.		
							CONTINUED
							CONTINUED
							CONTINUED
							CONTINUED
							CONTINUED

REC'D BY _____

IMPORTANT NOTICE

It is agreed as part of the consideration for this sale that the price shown hereon for the goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price not paid within said time period shall thereafter bear interest at the HIGHEST PREVAILING RATE. All claims and returned goods MUST be accompanied by this invoice. There will be no refund or exchange on electrical parts. The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either express or implied, including any implied

BOOK 580 PAGE 25

KEEP THIS INVOICE AS IT IS YOUR ONLY COPY.

KUHLER EQUIPMENT - UPPER MARLBORO
15865 COMMERCE COURT
UPPER MARLBORO, MD. 20772
(301) 249-6200

SOLD TO:	SHIP TO:
COMPLETE CORP 1641 MARYLAND RT 3 NORTH, 205 CROFTON, MD 21114	COMPLETE CORP 1641 MARYLAND RT 3 NORTH, 205 CROFTON, MD 21114

SHIPPED VIA: CUSTOMER W.C.

ORDER	DATE	INVOICE	SALESMAN	STORE	PO NUMBER	SHIPPING INFORMATION
0122801	3/24/92	14979	006/012	1		

ORDER	SHIP	B/O	UM	PART NUMBER	DESCRIPTION	PRICE	DISC	EXTENSION
				SN-B204577		24.		
				SN-B204824		25.		
				SN-B204830		26.		
				SN-B204892		27.		
				SN-B204946		28.		
				SN-B204997		29.		
				SN-B205011		30.		
20	20		RMU	CHT230	HEDGE CLIPPERS	319.95	260.00	5200.00
				SN-B1531		1.		
				SN-B1543		2.		
				SN-B1554		3.		
				SN-B1556		4.		
				SN-B1563		5.		
								CONTINUED
								CONTINUED
								CONTINUED
								CONTINUED
								CONTINUED

REC'D BY _____

IMPORTANT NOTICE

It is agreed as part of the consideration for this sale that the price shown hereon for the goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price not paid within said time period shall thereafter bear interest at the HIGHEST PREVAILING RATE. All claims and returned goods MUST be accompanied by this invoice. There will be no refund of exchange on electrical parts. The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby disclaims [illegible]

KEEP THIS INVOICE AS IT IS YOUR ONLY COPY.

JOOK 580 PAGE 26

KOHLER EQUIPMENT - UPPER MARLBORO
15065 COMMERCE COURT
UPPER MARLBORO, MD. 20772
(301) 249-2200

SOLD TO:

COMPLETE CORP
1641 MARYLAND RT 3 NORTH, 205
CROFTON, MD 21114

SHIP TO:

COMPLETE CORP
1641 MARYLAND RT 3 NORTH, 205
CROFTON, MD 21114

SHIPPED VIA: CUSTOMER W.C.

INVOICE	DATE	ORDER NO.	SALESMAN	STORE	PO NUMBER	SPECIAL INFORMATION
0122681	3/24/92	14979	006/013	1		

QUANTITY ORDERED	QUANTITY SHIPPED	B.O.	UNIT	PART NUMBER	DESCRIPTION	QUANTITY	UNIT	NET	AMOUNT
				SN-B1621		6.			
				SN-B1656		7.			
				SN-B1672		8.			
				SN-B1836		9.			
				SN-B1881		10.			
				SN-B1895		11.			
				SN-B1914		12.			
				SN-B4364		13.			
				SN-B4383		14.			
				SN-B4522		15.			
				SN-B4533		16.			
				SN-B4537		17.			
				SN-B4549		18.			
									CONTINUED
									CONTINUED
									CONTINUED
									CONTINUED
									CONTINUED

REC'D BY _____

IMPORTANT NOTICE

It is agreed as part of the consideration for this sale that the price shown hereon for the goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price not paid within said time period shall thereafter bear interest at the HIGHEST PREVAILING RATE. All claims and returned goods MUST be accompanied by this invoice. There will be no refund or exchange on electrical

KEEP THIS INVOICE AS IT'S YOUR ONLY COPY.

BOOK 580 PAGE 27

KOHLER EQUIPMENT - UPPER MARLBORO
15865 COMMERCE COURT
UPPER MARLBORO, MD. 20772
(301) 249-3800

SOLD TO:

COMPLETE CORP.
1641 MARYLAND RT 3 NORTH, 206
CROFTON, MD 21114

SHIP TO:

COMPLETE CORP
1641 MARYLAND RT 3 NORTH, 206
CROFTON, MD 21114

SHIPPED VIA: CUSTOMER W.O.

ORDER NUMBER	ORDER DATE	CUSTOMER NUMBER	SHIP DATE	INVOICE NUMBER
0122801	3/24/92	14979	006/013	1

ORDERED	SHIPPED	B.O.	LINE	ITEM NUMBER	DESCRIPTION	LINE	UNIT PRICE	EXTENSION
				SN-B6010		19.		
				SN-B6021		20.		
5	5		LAQC20CPR		20 RB COMM. PUSH	369.99	370.00	1850.00
				SN-B0002322		1.		
				SN-B0002327		2.		
				SN-B0002370		3.		
				SN-B0002381		4.		
				SN-B0002384		5.		
20	20		LIQ6031		EDGER	289.99	285.00	5700.00
				SN-B248177		1.		
				SN-B248178		2.		
				SN-B248179		3.		
				SN-B248180		4.		
								CONTINUED
								CONTINUED
								CONTINUED
								CONTINUED
								CONTINUED

REC'D BY _____

IMPORTANT NOTICE

KEEP THIS INVOICE AS IT IS YOUR ONLY COPY.

BOOK 580 PAGE 28

KOHLER EQUIPMENT - UPPER MARLBORO
13965 COMMERCE COURT
UPPER MARLBORO, MD. 20772
(301) 218-2280

SOLD TO:

COMPLETE CORP
1641 MARYLAND RT 3 NORTH, STE
CROFTON, MD 21114

SHIP TO:

COMPLETE CORP
1641 MARYLAND RT 3 NORTH, STE
CROFTON, MD 21114

SHIPPED VIA: CUSTOMER

0120081	3/24/92	14975	696/013	1	

				SN-B248181		5.		
				SN-B248182		6.		
				SN-B248183		7.		
				SN-B248184		8.		
				SN-B248185		9.		
				SN-B248186		10.		
				SN-B248187		11.		
				SN-B248188		12.		
				SN-B248189		13.		
				SN-B248190		14.		
				SN-B248191		15.		
				SN-B248192		16.		
				SN-B252173		17.		

CONTINUED
CONTINUED

REC'D BY _____

It is agreed as part of the consideration for this sale that the price shown hereon for the [illegible] IMPORTANT [illegible] not paid within said time period shall thereafter bear interest at the highest [illegible] parts. The factory warranty constitutes all of the warranties [illegible] of merchantability or fitness for a particular [illegible]

BOOK 580 PAGE 29

KEEP THIS INVOICE AS IT IS YOUR ONLY COPY.

KUHLER EQUIPMENT - UPPER MARLBORO
15865 COMMERCE COURT
UPPER MARLBORO, MD. 20772
(301) 249-2200

SOLD TO:
COBBLETE CORP
1641 MARYLAND RT 3 NORTH, 296
CROFTON, MD 21114

SHIP TO:
COMPLETE CORP
1641 MARYLAND RT 3 NORTH, 296
CROFTON, MD 21114

SHIPPED VIA: CUSTOMER W.C.

ORDER NO.	DATE	SALESPERSON	CASH/CHG	SHIPPED	BACKORDER
0122801	3/24/92	14979	006/013	1	

ORDERED	SHIPPED	B/O	UNIT	PART NUMBER	DESCRIPTION	LIST	PRICE	EXTENSION
				SN-D252179		18.		
				SN-B252191		19.		
				SN-B252192		20.		
5	5			300M3652	36 GEAR KAW	2779.00	2156.00	12936.00
				SN-B1460		1.		
				SN-B1464		2.		
				SN-B1845		3.		
				SN-B1846		4.		
				SN-B1937		5.		
				SN-B1946		6.		
12	12			300M4852	48 GEAR KAW	2999.00	2347.00	28164.00
				SN-B2305		1.		
				SN-B2310		2.		
								CONTINUED
								CONTINUED
								CONTINUED
								CONTINUED
								CONTINUED

REC'D BY _____

IMPORTANT NOTICE

It is agreed as part of the consideration for this sale that the price shown hereon for the goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price not paid within said time period shall thereafter bear interest at the HIGHEST PREVAILING RATE. All claims and returned goods MUST be accompanied by this invoice. There will be no refund or exchange on electrical parts. The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty

580 PAGE 30

08-31-92 TUE 15:48

3012498252 P.11

KOBLER EQUIPMENT - UPPER MARLBORO
15863 COMMERCE COURT
UPPER MARLBORO, MD. 20772
(301) 249-2288

SOLD TO:

COMPLETE CORP.
15641-MARYLAND RT 3 NORTH, STE.
CROFTON, MD 21114

SHIP TO:

COMPLETE CORP.
15641-MARYLAND RT 3 NORTH, STE
CROFTON, MD 21114

SHIPPED VIA: CUSTOMER M.T.

ORDER NO.	DATE	INVOICE NO.	SALESMAN	TERMS	CUSTOMER P.O. NUMBER
01228801	3/24/92	14979	006/013	1	

ORDERED	SHIPPED	B/O	LINE	ITEM NUMBER	DESCRIPTION	LIST	NET	AMOUNT
				SN-B2321		3.		
				SN-B2336		4.		
				SN-B2347		5.		
				SN-B2349		6.		
				SN-B2358		7.		
				SN-B2364		8.		
				SN-B2372		9.		
				SN-B2378		10.		
				SN-B2394		11.		
				SN-B2396		12.		
1	1		WAGMC42GHS		42 WALKER MOWER		6300.00	6300.00
				SN-B9211395		1.		
1	1		WAGBED		WALKER BED SHAPER	2499.00	2280.00	2280.00
								CONTINUED
								CONTINUED
								CONTINUED
								CONTINUED
								CONTINUED

REC'D BY _____

IMPORTANT NOTICE

It is agreed as part of the consideration for this sale that the price shown hereon for the goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price not paid within said time period shall thereafter bear interest at the HIGHEST PREVAILING RATE. All claims and returned goods MUST be accompanied by this invoice. There will be no refund or exchange on electrical parts. The factory warranty constitutes all of the warranties with respect to the goods of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties

BOOK B80 PAGE 31

MAR-31-92 TUE 15:50

3012498253 P.12

KOHLER EQUIPMENT - UPPER MARLBORO
13863 COMMERCE COURT
UPPER MARLBORO, MD. 20772
(301) 249-8200

SOLD TO:	SHIP TO:
COMPLETE CORP 1641 MARYLAND RT 3 NORTH, P86 CROFTON, MD 21114	COMPLETE CORP 1641 MARYLAND RT 3 NORTH, 286 CROFTON, MD 21114

SHIPPED VIA: CUSTOMER P.C.

CUSTOMER NO.	DATE	INVOICE NO.	PAGE NO.	SALES NO.	PREPAID/COLL	SPECIAL INSTRUCTIONS
0122801	3/24/92	14979	006/013	1		

ORDERED	SHIPPED	B.O.	ITEM NO.	PART NUMBER	DESCRIPTION	PRICE	UNIT	AMOUNT
1	1		NOM1	SN-RB290825	JAG 4WH DR 23HP 74CUI	1.	11559.35	11559.35

BOOK 580 PAGE 32

CHARGE SALE

SUB TOTAL ----->	90749.15
MISC. ----->	0.00
LABOR ----->	0.00
TAX 5.000 ----->	4537.46
INVOICE TOTAL ->	95286.61

REC'D BY _____

IMPORTANT NOTICE

It is agreed as part of the consideration for this sale that the price shown hereon for the goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price not paid within said time period shall thereafter bear interest at the HIGHEST PREVAILING RATE. All claims and returned goods MUST be accompanied by this invoice. There will be no refund or exchange on electrical

TO BE RECORDED WITH THE CLERK OF THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

28622.18

BOOK 530 PAGE 33

FINANCING STATEMENT FORM UCC-1 Identifying File No._____

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

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

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

This financing statement Dated ✓ 4-9-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Liaison, Inc.

Address 6721 Chesapeake Center Drive, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name B & B Distributors, Inc.

Address 120 N. Langley Road, Glen Burnie, Maryland 21061

Charles J. Siegel, Esq., Suite 1200, 20 S. Charles St., Baltimore, Maryland 21201
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)_____

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

All of the assets and property set forth on Exhibit "A" attached hereto and hereby made a part hereof.

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

LIAISON, INC.

By: John F. Damesyn
(Signature of Debtor)

John F. Damesyn, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

X Paul Cubbage
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1150

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

EXHIBIT A

10 Tauris Stations with mirrors
10 Nova Styling chairs
4 Bulkheads
4 Shampoo bowls in grey acrylic bowls
4 Nova Shampoo chairs
3 810 dryers
3 Nova dryer chairs
2 Belvedere manicure tables
5 Task chairs

cjs:agr:B&B:pn

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 580 PAGE 35 Identifying File No. 2862222

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

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

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

This financing statement Dated 4/13/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT L. FREY AND SYLVIA E. FREY

Address 59 ROL PARK MILLERSVILLE, MD 21108

2. SECURED PARTY

Name GRACE DANIELS AND MARIE SITKO

Address 7832 KAVENAUGH RD BALTIMORE, MD 21222

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

3. Maturity date of obligation (if any) 3/13/04

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

1985 IMPERIAL 60X14 IH85600

MOBILE HOME (INCLUDING ALL HOUSEHOLD GOODS)

Name and address of Assignee

FIRST MANUFACTURED HOUSING 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)

12.00

☐ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Robert L. Frey
(Signature of Debtor)
ROBERT L. FREY
Type or Print Above Name on Above Line

Sylvia E. Frey
(Signature of Debtor)
SYLVIA E. FREY
Type or Print Above Signature on Above Line

Grace M Daniels mm
(Signature of Secured Party)
GRACE DANIELS
MARIE SITKO
Type or Print Above Signature on Above Line

$10.50

BOOK 580 PAGE 36

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. 280659 recorded in Liber 555, Folio 48 on 4/24/ 19 90

1. Debtor(s):

Name(s) Consolidated Parts & Service, Inc.

Address 800 B Race Road

Baltimore, Maryland 21221

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

By: _____

BARTER M. PHILLIPS VP

(Type Name and Title)

Dated: 4/20, 19 92

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

(ANNE ARUNDEL - CHATTEL)

BOOK 580 PAGE 37

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2862223

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

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

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

This financing statement Dated April 20, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. **DEBTOR**

Name Norton A. Foxman

Address 4793 Bay Field Road, Harwood, Maryland 20776

2. **SECURED PARTY**

Name Chevy Chase Savings Bank, F.S.B.

Address 8401 Connecticut Avenue, Chevy Chase, Maryland 20815
Susan C. Longstreet, Esq., Shaw, Pittman, Potts & Trowbridge
2300 N Street, N.W. Washington, D.C. 20037

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

3. Maturity date of obligation (if any)

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

Debtor hereby grants to Secured Party a security interest in the collateral described in Exhibit B attached hereto and made a part hereof.

RECORD FEE 21.00
#131220 CAS1 MCI FILED
04/27/92
MARY M. ROSE
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)

See Exhibit A attached hereto and made a part hereof.

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Norton A. Foxman
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CHEVY CHASE SAVINGS BANK, F.S.B.

By: (Signature of Secured Party)

Ken Finkelstein, Vice President
Type or Print Above Signature on Above Line

21.00

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

EXHIBIT B

All of Debtor's right, title and interest in, to and arising under the following property existing on the date hereof:

(i) all the real property, and any improvements thereon located in Annapolis, Maryland, as is more particularly described in Exhibit A attached hereto and made a part hereof, subject to that certain Deed of Trust by and among Norton A. Foxman, Chevy Chase Savings Bank, F.S.B. and the Trustee named therein, on or about the date hereof;

(ii) the payment and all payments of distributions, claims or proceeds payable to Debtor with respect to Debtor's general or limited partnership interests in Hermitage Square Associates Limited Partnership, a Maryland limited partnership;

(iii) the payment and all payments of distributions, claims or proceeds payable to Debtor with respect to Debtor's general or limited partnership interests in Vernon Associates Limited Partnership, a Virginia limited partnership;

(iv) the payment and all payments of distributions, claims or proceeds payable to Debtor with respect to the capital stock of Effmark Corporation, a Maryland corporation, owned by the Debtor;

(v) the payment and all payments of distributions, claims or proceeds payable to Debtor with respect to the capital stock of Dental Benefit Providers, Inc. a District of Columbia corporation ("DBP"), owned by the Debtor, including payments under the Note dated March 25, 1992, from DBP to the Debtor; and

(vi) all accounts and contracts rights; inventory; machinery, furniture, fixtures and equipment; additional general intangibles (including, without limitation, management agreements, services agreements, consulting agreements, compensation and incentive agreements, and other similar agreements and any rights to payments or distributions thereunder; choses in action; intellectual property or rights thereto; tax refunds; and insurance proceeds), instruments, promissory notes, securities, documents and chattel paper, including, without limitation, all goods represented thereby and all goods that may be reclaimed or repossessed from or returned by account debtors and all proceeds thereof (as all such terms are defined in the Uniform

Commercial Code as in effect on the date hereof in the State of Maryland), any other amounts, obligations or indebtedness owed by Debtor from whatever source, all rights to receive any payment in money or in kind, all rights of Debtor as an unpaid seller or supplier of goods, services or other property (tangible or intangible), all guarantees, other agreements or property securing or relating to any of the foregoing or acquired for the purpose of securing or enforcing any of the foregoing, all computer programs, tapes, discs, records and files and other materials or documents relating to the foregoing, and all substitutions, additions, accessories, accessions, replacements, parts, exchanges, increases, manuals, warranties, warranty claims, insurance policies and proceeds, together with all cash and noncash proceeds (including, without limitation, insurance and condemnation proceeds and all cash and noncash distributions or dividends by the respective issuers of the Securities) and proceeds of the foregoing.

0069:005dxc.92

Exhibit "A"

All that parcel of ground situate in the First (1st) Election District of Anne Arundel County, Maryland, described as follows:

BEGINNING for the same at an iron pipe previously found on the west side and at the south end of a 35 foot road, known as Bayfields Road and at the end of the North 11 degree 36' East 651.5 foot line of Exhibit A as described in the deed dated October 24, 1978 from Harry J. Smith, Jr. to Fortney H. Stark, Jr. recorded amon the Land Records of Anne Arundel County, Maryland in Liber 3143 at Page 514; thence running from the place of beginning, so fixed, across the south end of said Bayfileds Road and with the outlines of said conveyance

1. South 79 degress 28' 00" East 35.00 feet to an iron pipe previously found; thence continuing with the outlines of said conveyance, as previously found

2. South 87 degrees 12' 00" East 499.04 feet to intersect the shoreline of West River; thence with said shoreline, as previously found and surveyed

3. South 04 degrees 01' 21" West 185.62 feet,

4. South 12 degrees 01' 39" West 60.70 feet

5. South 14 degrees 50' 33" West 65.32 feet

6. South 50 degrees 11' 29" West 22.63 feet

7. South 63 degrees 15' 02" West 46.78 feet

8. South 75 degrees 40' 07" West 29.13 feet

9. South 32 degrees 57 ' 42" West 29.38 feet

10. South 08 degrees 36' 15" West 42.21 feet

11. South 09 degrees 15' 12" East 32.63 feet

12. South 44 degrees 00' 04" West 30.00 feet

13. South 02 degrees 54' 36" East 42.38 feet

14. South 14 degrees 17' 08" East 115.88 feet

15. South 47 degrees 35' 00" West 40.14 feet

16. South 03 degrees 59' 02" West 108.00 feet

17. South 61 degrees 19' 02" West 81.47 feet

18. South 37 degrees 48' 34" West 67.57 feet

19. South 82 degrees 18' 26" West 81.60 feet to the shoreline of Talbots Creek; thence with said shoreline

20. North 72 degrees 33' 33" West 53.99 feet

21. North 39 degrees 32' 32" West 94.73 feet

CONTINUED

22. North 47 degrees 49' 49" West 160.20 feet

23. North 45 degrees 13' 30" West 90.79 feet to an iron bar previously set; thence leaving the shoreline of said Talbots Creek and with the North 11 degree 36' 00" East 651.50 foot line of the above mentioned Exhibit "A" as previously found

24. North 11 degrees 36' 00" East 646.91 feet to the place of beginning, CONTAINING 9.3836 acres, more or less, as described by McCrone, Inc., Engineers and Land Surveyors, in February, 1985, from a field survey made in May, 1978.

Being property conveyed to Norton Foxman, sole owner by Deed dated February 27, 1985 and recorded on March 8, 1985 in Liber 3858 at folio 514 among the aforesaid Land Records.

The improvements being known and designated as premises No. 4793 Bayfields Road, Harwood, Maryland 20776.

STATE OF MARYLAND BOOK 3507 PAGE 42

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286224

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Turner, David W.

Address 529 Bayview Point Drive, Edgewater, Maryland 21037

2. SECURED PARTY

Name AGRICREDIT ACCEPTANCE CORPORATION

Address P.O. Box 10357 Des Moines, Iowa 50306-0357

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)

1-SCAG STHM61-20KH 61" Hydro Commercial Mower,
Serial # 2630

RECORD FEE 11.00
POSTAGE .50
#131350 CIR1 ROS 12:05
04/17/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Name and address of Assignee

Anne Arundel 40-5445033-9200232 STHM

"EQUIPMENT LEASE" -- (Does Not Create A Security Interest)
CHECK ☒ THE LINES WHICH APPLY

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

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

☒XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X _____
(Signature of Debtor)

David W. Turner
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

Type or Print Above Signature on Above Line

_____
(Signature of Secured Party)

AGRICREDIT ACCEPTANCE CORPORATION
Type or Print Above Signature on Above Line

11.50

PARTIES

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

DAVID P. OCONNOR
SUMMERHILL MHP LOT #79
CROWNSVILLE MD 21032 1

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

CYNTHIA LARAINE OCONNOR
SUMMERHILL MHP LOT ~~#79~~ 34
CROWNSVILLE MD 21032 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 MH OF LAUREL, MD

10039 N. SECOND AVENUE
LAUREL MD 20707 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 MH OF LAUREL, MD
Diana L. Daught, 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): BOOK 580 PAGE 43

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

2862225

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

7

Number of Additional Sheets (if any): 8

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

1992 FLEETWOOD ENTERPRISES WINGATE
14 X 72 SERIAL# VAFLN19A31424-WG 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.

9

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

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

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

the following real estate:

Street Address:

Described at: Book _____ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) _____

for _____ County. Uniform Parcel Identifier

☐ Described on Additional Sheet.

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

10

RECORD FEE $2.00
~~MAILED CERT FEE $2.50~~
08/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 DAVID P. OCONNOR X David OConnor

1a CYNTHIA LARAINE OCONNOR X Cynthia OConnor

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.

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

STATE OF MARYLAND BOOK 580 PAGE 44 2862226

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 April 7, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Yacht Sales, Inc. (Consignee)

Address 7416 Edgewood Road, Annapolis, MD 21403

2. SECURED PARTY

Name Beneteau USA Inc. (Consignor)

Address 8720 Red Oak Boulevard, Suite 102, Charlotte, NC 28217

Moore & Van Allen (EGK),3000 NationsBank Plaza, Charlotte, NC 28280

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

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

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

See Exhibit A attached hereto and incorporated herein by reference.

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#131660 C191 ROJ T13:25
04/27/92

Anne Arundel County Register of Deeds

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)

Annapolis Yacht Sales, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Janet Lynn — Controller
(Signature of Secured Party)

Beneteau USA Inc.
Type or Print Above Signature on Above Line

EXHIBIT A

This Financing Statement to which this Exhibit A is attached covers the following collateral consigned to Annapolis Yacht Sales, Inc. in that Consignment Agreement dated as of the 7th day of April, 1992 (the "Consignment Agreement") between Beneteau USA Inc. ("Consignor") and Annapolis Yacht Sales, Inc. ("Consignee"):

(1) All of Consignee's right, title and interest in and to the boat consigned to Consignee under the Consignment Agreement;

(2) Any additional boats subsequently consigned to Consignee by modification or amendment of the Consignment Agreement or by execution of a subsequent consignment agreement; and

(3) All proceeds of the foregoing, including without limitation, insurance proceeds.

THIS FINANCING STATEMENT IS FILED TO COVER THE ABOVE COLLATERAL TO THE EXTENT THE CONSIGNMENT AGREEMENT MAY CONSTITUTE A SECURITY AGREEMENT UNDER THE UNIFORM COMMERCIAL CODE OF ANY STATE, AND TO COMPLY WITH SECTION 2-326 OF THE UNIFORM COMMERCIAL CODE AS ENACTED IN MARYLAND. THE PARTIES INTEND THIS TRANSACTION TO BE A TRUE CONSIGNMENT.

BOOK 580 PAGE 46

STATEMENT OF PARTIAL RELEASE
(U.C.C.-3)

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code and refers to the original Financing Statement filed in the Financing Statement Records of the Clerk of the Circuit Court for Anne Arundel County, Maryland, bearing Identifying File No. 274295, Liber 531, Folio 256, filed on August 24, 1988 (the "Financing Statement").:

1. **DEBTOR:** RUPPERT BROTHERS OF MARYLAND, INC.
479 Jumpers Hole Road
Post Office Box 304
Severna Park, Maryland 21146

2. **SECURED PARTY:** MARYLAND NATIONAL BANK
7474 Greenway Center Drive, 11th Floor
Greenbelt, Maryland 20770
Attn: Laura T. Beaver

RECORD FEE 20.00
POSTAGE .50
#131880 C191 ROS T13:37
04/27/92
MARY AL ROSE
AA CO. CIRCUIT COURT

3. **PARTIAL RELEASE.** The Secured Party partially releases the collateral described in item 4 from the Financing Statement.

4. All inventory, equipment, and other property as more fully set out in the Bill of Sale between RUPPERT BROTHERS OF MARYLAND, INC. and INFORMATION SYSTEMS CORPORATION, a Virginia corporation, dated March 20, 1992, a copy of which is attached hereto. No other collateral is released.

Number of additional sheets presented: 4

SECURED PARTY:

MARYLAND NATIONAL BANK

By: Laura T Beaver
Name: LAURA T BEAVER
Title: Vice President

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

Joseph H. Carrington, Esquire
HIRSCHLER, FLEISCHER, WEINBERG, COX & ALLEN, P.C.
The Federal Reserve Bank Building
701 East Byrd Street
Richmond, Virginia 23219

C:/MISC/11099UC3.022
03/31/92

10,5

BILL OF SALE

FOR VALUE RECEIVED, RUPPERT BROTHERS OF MARYLAND, INC., a Maryland corporation (the "Seller"), hereby sells and conveys to **INFORMATION SYSTEMS CORPORATION**, a Virginia corporation (the "Purchaser"), the Seller's entire right, title and interest in and to the following assets (collectively, the "Assets"): any and all furniture, fixtures, equipment, machinery, supplies, vehicles, and other tangible personal properties of the Seller listed on **Exhibit A** to that certain Asset Purchase Agreement dated March 20, 1992, by and between the Purchaser and the Seller (the "Asset Purchase Agreement").

All of the representations and warranties made by the Seller in the Asset Purchase Agreement are incorporated herein by this reference and are hereby confirmed and ratified as true and accurate. The Seller represents and warrants that it has good and marketable title to and the right to sell, transfer, and convey to the Purchaser, its successors and assigns, all of the Assets, subject only to those liens held by First American Bank of Maryland and Owens-Corning Fiberglas Corporation, a Delaware corporation (together the "Secured Creditors") or Maryland National Bank.

Each of the Secured Creditors hereby releases any security interest or other interest or claim that it may have in the Assets and joins in the execution of this Bill of Sale solely to evidence such release; provided, however, that the Secured Creditors shall not release any security interest that they may have in the proceeds of the Assets, including but not limited to the purchase price payment to the Seller as paid under the Asset Purchase Agreement, which represents proceeds of the Assets arising from the sale of the Assets to the Purchaser. Each of the Secured Creditors shall promptly take such actions and shall promptly execute and deliver to the Purchaser statements under the Uniform Commercial Code to completely release their security interests in the Assets.

WITNESS the following signatures this 20th day of March, 1992.

SELLER:

RUPPERT BROTHERS OF MARYLAND, INC.,
a Maryland corporation

By: D. A. P. Ruppert
Title: Pres

PURCHASER: **INFORMATION SYSTEMS CORPORATION, a Virginia corporation**

By: Robert Burke
Title: Pres

SECURED CREDITORS: **FIRST AMERICAN BANK OF MARYLAND,**

By: Jeffrey L Cooper
Title: AVP

OWENS-CORNING FIBERGLAS CORPORATION, a Delaware corporation

By: C. Jackson Snyder
Title: C. JACKSON SNYDER
ASSISTANT TREASURER

N:\...\124\50\00279\BosRupp.060

EXHIBIT A

RUPPERT BROS. OF MD., INC.

OFFICE FURNITURE & FIXTURES:	BOOK VALUE	
File Cabinets	$257.52	
AT&T Spirit System	$2,180.37	
Secretarial chairs, desks, returns, file drawers	$1,830.83	
Executive desk, conference furniture	$3,562.52	
Computer equipment	$1,646.08	
Sharp Facsimle equipment	$1,160.56	
Miscell. pictures	$276.67	
Copiers, cabinets, etc.	$4,139.24	
Typewriter, miscell. equipment	$232.06	
	$15,285.87	# 5000.00

RUPPERT BROS. OF MD.

1 solid teak conference table
1 solid teak desk
1 solid teak credenza
8 chairs for conference table
2 chairs
5 teak desks
5 teak returns
6 teak two drawer files
1 5 drawer lateral file *
5 4 drawer lateral files *
3 data cabinets 1 drawer * some files damaged
2 3 drawer data cabinets *
miscellaneous other files and chairs
miscellaneous pictures, etc.

1 Spirit ATT Telephone System (11 phones)
1 Sharp FO3200 Fax
1 Canon NP3525 Copier
1 Harris 3M copier, Model 6215
2 Mannesmann Tally 490 Printers
1 NEC 3550 Printer
1 Citizen Premier Printer
1 Silver Reed typewriter
5 Wyse Terminals
1 AT&T 3B2/310
1 AT&T XM
1 Penril Datalink 9600
1 Telebit Trailblazer Plus

STATE OF MARYLAND BOOK 380 PAGE 51

FINANCING STATEMENT Form UCC-1 Identifying File No. ~~2N62627~~

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 12,377.50

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

This financing statement Dated 4/9/92 is presented to a filing officer for filing purusant to the Uniform Commerical Code.

1. DEBTOR

Name JAMES E CONWAY

Address 1702 Belle Field Ct. Crofton, Md 21114

2. SECURED PARTY

Name Tri State MARINE Distributors Inc

Address Rt 256 DEALE, Md 20751

Allen Scruggs PO Box 100 DEALE, Md 20751

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

3. Maturity date of obligation (if any) _____

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

m 1991 Johnson R08623663
10-019002-0213380247-00
CY

RECORD FEE 11.00
RECORD TAX 87.50
POSTAGE .50
#13207D C191 ROS T14:00
04/07/92
MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY 920941353250

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

National Filing Service, Inc.
2 Corporate Place Suite 100
1501 42nd Street
West Des Moines, Ia 50265-1005

Please return to:

87.50

James E Conway 4/9/92
(Signature of Debtor)

JAMES E. CONWAY 4/9/92
Type or Print Above Name on Above Line

Tri State Marine Distributors Inc
(Signature of Debtor)

TRI STATEMARINE Distributors Inc
Type or Print Above Signature on Above Line

Allen Scruggs Pres. 4/9/92
(Signature of Secured Party)

Allen Scruggs 4/9/92
Type or Print Above Signature on Above Line

STATE OF MARYLAND BOOK 380 PAGE 52

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2862228

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

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

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

This financing statement Dated 4/22/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nancy Hann

Address 314 Williams Rd Glen Burnie MD 21061

2. SECURED PARTY

Name Norwest Financial

Address 6710 Ritchie Hwy 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) 4/22/94

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

Huffy 10 speed Bicycle
2 Zenith 13 Inch Color Tvs
1 24 Inch Montward Floor TV
1 Epson APEX Comuter, printer + Color Monitor

RECORD FEE 11.00
POSTAGE .50
#132080 C191 ROS T14:01
04/27/92
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)

Nancy Hann
(Signature of Debtor)

Nancy Hann
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

11 .50

STATE OF MARYLAND
BOOK 580 PAGE 53

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286229

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

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

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

This financing statement Dated 4/12/92 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.

3. Maturity date of obligation (if any) _____

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

USED FARMALL 560 TRACTOR
#29907

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

RECORD FEE 11.00
POSTAGE .50
A1551T0 0371 ROS T14:05
04/27/92
MARY M. ROSE
MA 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)

Charles F. Creek

X ☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Charles F. Creek
(Signature of Debtor)

11/5/92 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

286250

BOOK 580 PAGE 54

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)

Shaw and Sons, Inc.
600 Shaw Road
P.O. Box 456
Severn, MD 21144

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

Southern Leasing Corp
1055 Broadway
Suite 990
Kansas City, MO 64105

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

RECORD FEE 11.00
POSTAGE .50
#131690 C191 R03 T13:2
04/27/9

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

One (1) - Reverchon "Matterhorn" trailer mounted portable Amusement Ride mounted on the following Three (3) trailers: One (1) 1979 Bant Center Load trailer S/N: 308: One (1) 1970 Fruehauf Model FGXF245 trailer S/N: HPM317122: One (1) 1955 Strick trailer S/N: 20698. ALL COMPLETE WITH ALL ATTACHMENTS, ACCESSORIES, ADDITIONS AND REPLACEMENTS THERETO.

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: Anne Arund - County

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

Shaw and Sons, Inc.

By: Ralph E Shaw
Ralph E. Shaw
Signature(s) of Debtor(s)

Southern Leasing Corporation

By: Steph W Arnold, Credit Mgr
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 580 PAGE 55

2862?1

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

No. of Additional Sheets Presented.

3. ☐ The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es).
Import Auto Svc. Ctr.
1825 George Street
Annapolis, MD 21401

2. Secured Party(ies) Name(s) and Address(es)
Castrol, Inc.
1500 Valley Rd.
Wayne, NJ 07474-0973

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

RECORD FEE 11.00
#131340 C1R1 R03 T12:53

5. This Financing Statement covers the following types (or items) of property:
"The equipmnet herein described is located on the business premises of the debtor and title is vested in the name of the secured party herein named."
"SEE ATTACHMENT"

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

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

☒ Products of the Collateral are also covered.

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

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

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

Import Auto Svc. Inc.
Print
By Sign
Title Owner
Peter Rode
Signature(s) of Debtor(s)

Castrol Inc. Christa Schurmann
By
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY—NUMERICAL

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

2		TIM3208		25' oil reel package
2	Aro	635383		Metered control handle

BOOK 580 PAGE 57

NationsBank®

NationsBank of Maryland

Financing Statement

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

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

Record: ☐ Land ☒ Financing Statement } Liber 511 Folio 535 File # 267356

Recorded at Anne Arundel County Date of Financing Statement May 6, 1987

Name	***Address***			
	No.	Street	City	State
1. Debtor(s) (or assignor[s]) Kitchen By Design, Inc.	1994	Moreland Parkway, #6,	Annapolis,	Md. 21401

2. Secured Party
NationsBank of Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817
F/K/A Sovran Bank/Maryland

Check X The Lines Which Apply

3. ☐ A. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.

☒ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number shown above.

☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address are shown in Item F below, Secured Party's rights under the financing statement bearing the File Number shown above.

☐ D. Partial Release. The Secured Party releases the property hereinafter described in Item F, from the collateral described in the Financing Statement bearing the File Number shown above.

☐ E. Amendment. The original Financing Statement referred to above is amended as set forth in Item F below. (Signature of debtor is required)

☐ F.

☐ G. I/we hereby certify under the penalties of perjury that additional taxable debt in the amount of $ _____ has been incurred, and that recordation tax in the amount of $ _____ was paid to _____ on or about _____.

RECORD FEE 10.00
#250810 CB03 R04 T15:19
04/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Debtor(s)

Kitchen By Design, Inc.
Arthur E. Stump Pres.

Date 4/21/92

Secured Party:
NationsBank of Maryland

By: M Phyllis Dodson

M. Phyllis Dodson
Type Name

Credit Administration Officer
Title

008-8005 (1/92)

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

ARTHUR STUMP
2927 EDGEWATER DR
EDGEWATER MD 21037

BOOK 580 PAGE 58

28622.12

MARYLAND NATIONAL BANK

FINANCING STATEMENT

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

2. ■ To Be Recorded among the Financing Statement Records of The Maryland State Department of Assessments and Taxation

3. ■ Not subject to Recordation Tax

4. ☐ Recordation Tax has been paid on the principal amount of $ _____ in connection with the filing of the Deed of Trust described below in the Land Records of _____ County, Maryland

5. Debtor(s) Name(s)

Arthur D. Ebersberger

Address(es)

51 Boone Trail
Severna Park, Maryland 21146

6. Secured Party
MARYLAND NATIONAL BANK
Attention _____

Address: Real Estate Industries Group
10 Light Street
Eighteenth Floor
Baltimore, Maryland 21202

RECORD FEE 11.00
POSTAGE .50
[illegible] 0191 ROS T00:47
04/30/92
MARY H. ROSE
CIRCUIT COURT

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated _____, 19 91 from Debtor(s) to Constance M. Grimes and Margaret D. Kirmil, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

Debtor(s)

Arthur D. Ebersberger (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Secured Party
MARYLAND NATIONAL BANK

By [signature] (SEAL)

Cynthia L. Childers, AVP
Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

853-8 REV 10/88

EXHIBIT A

PROPERTY DESCRIPTION

ALL those parcels of real property located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Units 110 through 119 and Units 213 and 214, OLDE SEVERNA PARK PROFESSIONAL CENTER, said units and Condominium having been established pursuant to a Declaration by Development Enterprises, a Maryland General Partnership, dated October 31, 1990 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 5202, folio 01, and as shown on Plats of said Condominium Plat Book 49, folios 13 through 20, inclusive.

TOGETHER with a percentage interest of the Common Elements of said Condominium as more particularly set forth in the aforesaid Declaration.

STATE OF MARYLAND

BOOK 380 PAGE 60 2862?3

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 4/6/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TATE DODGE INC.

Address 7139 Ritchie Hwy Glen Burnie Md 21061

2. SECURED PARTY

Name NationsBank of North Carolina, N.A.

Address P.O. Box 21848 (CO2-17)

Greensboro, NC 27420

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

RECORD FEE 11.00

POSTAGE .50

#370460 C263 R01 T13:58 04/28/92

3. Maturity date of obligation (if any) _____

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

All of the Debtor's present and future chattel paper and general intangibles held by NationsBank of North Carolina, N.A. The collateral includes, but is not limited to, all present and future reserves, credit to reserves and funds and deposits in reserves held by NationsBank of North Carolina, N.A. arising out of sales and transfers of chattel paper to NationsBank of North Carolina, N.A. by the Debtor.

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)

Tate Dodge, Inc

By: _____
(Signature of Debtor)

Creston Tate President
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

NationsBank of North Carolina

By: _____
(Signature of Secured Party)

David Hollodick VP
Type or Print Above Signature on Above Line

760804

STATE OF MARYLAND

FINANCING STATEMENT

FORM UCC-1 BOOK 530 PAGE 61 2862:4

Identifying File No. _____

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

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

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

This financing statement Dated 4/21/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bayside Chevrolet, Buick Inc.

Address Routes 2 & 4, Prince Frederick, MD 20678

2. SECURED PARTY

Name NationsBank of North Carolina, N.A.

Address P.O. Box 21848 (CO2-17)
Greensboro, NC 27420

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

3. Maturity date of obligation (if any) _____

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

All of the Debtor's present and future chattel paper and general intangibles held by NationsBank of North Carolina, N.A. The collateral includes, but is not limited to, all present and future reserves, credit to reserves and funds and deposits in reserves held by NationsBank of North Carolina, N.A. arising out of sales and transfers of chattel paper to NationsBank of North Carolina, N.A. by the Debtor.

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#470470 C263 R01 T13:58

04/28/92

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)

Bayside Chevrolet, Buick Inc.

Robert J Adams

(Signature of Debtor)

Robert J. Adams, Vice President

Type or Print Above Name on Above Line

Norman R Andersen

(Signature of Debtor)

Norman R. Andersen, Secretary

Type or Print Above Signature on Above Line

NationsBank of North Carolina

David Holdick VP

(Signature of Secured Party)

DAVID HOLLODICK VP

Type or Print Above Signature on Above Line

76028035

TO BE RECORDED AMONG THE
FINANCING RECORDS

BOOK 580 PAGE 62

28622.15

THIS TRANSACTION IS SUBJECT
TO RECORDATION TAXES ON THE
AMOUNT OF $ 52,500.00
WHICH HAVE BEEN PAID TO THE
CLERK OF THE CIRCUIT COURT
OF Anne Arundel County

FINANCING STATEMENT

1. DEBTOR(S): JOHN A. ROHRBAUGH and KAREN L. ROHRBAUGH
85 Old Earleigh Road
Severna Park, Maryland 21146

RECORD FEE 14.00
POSTAGE .50
#427210 C489 R02 T13:21
04/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED: KEY FEDERAL SAVINGS BANK
7F GWYNNS MILL COURT
OWINGS MILLS, MARYLAND 21117

3. This Financing Statement covers the following types of property (the "Collateral"): 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):

John A. Rohrbaugh
JOHN A. ROHRBAUGH

Karen L. Rohrbaugh
KAREN L. ROHRBAUGH

AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO;
Dackman and Heyman
2221 Maryland Avenue
Baltimore, Maryland 21218

D&H #8140

14.00
2

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.

(c) Inventory.

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 DESIGNATED and known as Lots Numbered Twenty (20), Twenty One (21), and Twenty Two (22), Section G of the development of Marley Heights, as shown on a Plat recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 9, folio 41 (formerly Plat Book FSR 4, folio 13).

D&H #8140

Exhibit A

Being designated and known as Lots Numbered Twenty (20), Twenty One (21), and Twenty Two (22), Section G of the development of Marley H eights, as shown on a Plat recorded among the Land Records of Anne Arundel County in Plat Book 9, folio 41 (formerly Plat Book FSR 4, folio 13).

BOOK 580 PAGE 65

91-1260

After recording please mail to:
~~Ashore Title Company, Inc~~
~~7506 Eastern Avenue~~
~~Baltimore, Maryland 21224~~

1197 Watervale Court Road
Pasadena, Maryland 21122

STATEMENT OF CONTINUATION TERMINATION RELEASE ASSIGNMENT ETC

Check below if goods are
or are to become fixtures

XXX TO BE RECORDED IN
CHATTEL 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: 284611

Date of Filing: September 19, 1991
Record Reference: Book 572 Page 363

RECORD FEE 12.00
POSTAGE .50
#37000 C063 R01 T11:40
04/08/92
ANN M. RODE
AA CO. CIRCUIT COURT

Name(s) or Debtor(s) or assignor(s)	No Street City State
Hefferon, Michael J	1197 Watervale Court Road, Pasadena, Maryland 21122
Barley, Christa R	1197 Watervale Court Road, Pasadena, Maryland 21122

Name of Secured Party or assignee	No Street City State
Capital Bank, NA	815 Connecticut Avenue, NW, Washington, DC 20006

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 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**

*** *SEE ATTACHED SCHEDULE A* ***

Debtor(s) or assignor(s)

CAPITAL BANK, NA

RETURN TO:
MAJOR TITLE GROUP, INC.
210 E. Redwood Street
Baltimore, MD 21202
301 962-5715

Charles M Gebbert, Vice President

*** *SCHEDULE A* *--ATTACHMENT TO STATEMENT OF CONTINUATION TERMINATION RELEASE ASSIGNMENT ETC**

All machinery, equipment furnishings, tools, supplies, on site building materials, goods, contract rights, fixtures, furniture, accounts, receivables of every kind and nature, general intangibles and substitutions, therefore, and products and proceeds thereof, both cash and non-cash, including all insurance policies and proceeds with respect thereto, whether now existing or hereafter arising, in connection with or otherwise resulting from any activity or service (including building, construction, remodeling or leasing) conducted by Debtor in or about 1197 Watervale Court, Pasadena, Maryland

BOOK 580 PAGE 67

GM-10
SATISKY.FS

28622.6

FINANCING STATEMENT

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

NOT SUBJECT TO RECORDATION TAX

THIS Financing Statement evidences and publicizes the provisions of that certain Security Agreement executed by MARVIN M. SATISKY and CITIZENS BANK OF MARYLAND, dated April 16, 1992, which evidences part of the security for a TWO MILLION TWO HUNDRED SEVENTY THREE THOUSAND NINE HUNDRED ELEVEN AND 97/100 DOLLAR ($2,273,911.97) obligation due from the Debtor.

NAME OF DEBTOR

MARVIN M. SATISKY

ADDRESS

7345 Mahogany Bend Court
Boca Raton, FL 22323

SECURED PARTY

CITIZENS BANK OF MARYLAND

ADDRESS

14401 Sweitzer Lane
Laurel, Maryland 20707

RECORD FEE 17.00
POSTAGE .50
#370340 C263 R01 T13:41
MARY M. ROSE
AA CO. CIRCUIT COURT

LAW OFFICES, NYLEN & GILMORE, P.A.

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

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

B. Proceeds of the above described collateral.

C. All contract rights of and from the herein described property or any part thereof, including without limitation, all revenues, rents, issues and profits and other income of and from the herein described land and collateral.

D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust heretofore

GM-10
SATISKY.FS

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

2. The above described goods, property, interests and rights are located at or affixed to or relate to the property and the improvements now or hereafter existing on the property described as a Tract of land situate, lying and being in Anne Arundel County, Maryland, being more particularly described in that certain Deed of Trust Consolidation and Modification Agreement from Debtor to Joseph A. Hilseberg and Alan A. Lancaster, Trustees, securing the indebtedness owed by Debtor to the Secured Party and intended to be recorded among the Land Records of Anne Arundel County, Maryland prior hereto and in Schedule A attached hereto, and said Deed of Trust constitutes the Security Agreement to this secured transaction.

WITNESS:

DEBTOR

_____ (SEAL)
MARVIN M. SATISKY

LAW OFFICES, NYLEN & GILMORE, P.A.

AFTER RECORDING RETURN TO:
NYLEN & GILMORE, P.A.
4061 POWDER MILL ROAD SUITE 300
CALVERTON, MARYLAND 20705

GM-13
SATISKY.SKD

SCHEDULE A
Legal Description

LOT 1, WEST OF 60' RIGHT OF WAY

BEGINNING for the same at coordinate point number 2, where the southwest corner of a 60' right-of-way intersects the north side of Maryland Route 198, as shown on the plat entitled Minor Subdivision Plat, Laurel Auto Park, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 103, Page 14. Thence running along the north side of Maryland Route 198

1. 240.34 feet along the arc of a curve to the left having a radius of 5398.89 feet and a chord of S 82° 43' 03" W 240.32 feet. Thence leaving said road and running with the outlines of Lot 1 as shown on the above mentioned plat

2. N 02° 17' 00" W 165.54 feet

3. S 85° 48' 53" W 150.00 feet

4. N 02° 31' 25" W 58.37 feet

5. N 79° 45' 59" W 201.76 feet to coordinate point number 17 on the east side of the 25' widening strip along Brock Bridge Road, thence running along the east side of said widening strip

6. N 09° 39' 22" E 200.62 feet, thence leaving said road and still running with the outlines of Lot 1

7. S 81° 40' 59" E 220.13 feet

8. N 08° 19' 01" E 87.50 feet

9. S 81° 40' 59" E 297.67 feet to coordinate point number 11 at the northwest corner of the above-mentioned 60' right-of-way, thence running with the west side of said right-of-way

10. S 04° 56' 59" E 429.22 feet to the place of beginning, containing 4.292 acres of land.

SUBJECT TO a utility easement in the southeast corner of the above described parcel of land as shown on the above mentioned plat of Laurel Auto Park.

TOGETHER WITH:

LOT 1, EAST OF 60' RIGHT-OF-WAY

BEGINNING for the same at coordinate point number 16 on the north side of Maryland Route 198 as shown on the plat entitled Minor Subdivision Plat, Laurel Auto Park, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 103, Page 14. Thence running along the north side of Maryland Route 198

1. 159.98' along the arc of a curve to the left having a radius of 5398.89' and a chord of S 85° 28' 42" W 159.97 feet. Thence leaving said road and running with the east side of the 60' right-of-way as shown on the above mentioned plat

2. N 04° 56' 59" W 414.30 feet, thence leaving said right-of-way and running

3. S 81° 40' 59" E 164.35 feet to coordinate point number 15 as shown on the above-mentioned plat, thence running

4. S 04° 56' 59" E 377.77 feet to the place of beginning, containing 1.453 acres of land.

GM-13
SATISKY.SKD

SCHEDULE A, Page 2

60' RIGHT-OF-WAY

BEGINNING for the same at coordinate point number 2 where the southwest corner of a 60' wide right-of-way intersects the north side of Maryland Route 198, as shown on the plat entitled Minor Subdivision Plat, Laurel Auto Park, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 103, Page 14. Thence leaving Maryland Route 198 and running with the outlines of the 60' wide right-of-way now being described.

1. N 04° 56' 59" W 429.22 feet

2. S 81° 40' 59" E 61.65 feet

3. S 04° 56' 59" E 414.30 feet to a point on the north side of Maryland Route 198, thence running with the north side of said road

4. 60.01' along the arc of a curve to the left having a radius of 5398.89' and a chord of S 84° 18' 40" W 60.01 feet to the place of beginning, containing 0.581 acres of land.

SUBJECT TO a utility easement in the southeast corner of the above described 60' wide right-of-way, as shown on the above-mentioned plat of Laurel Auto Park.

BEING all of Lot 1 and the 60' wide right-of-way as shown on the plat entitled Minor Subdivision Plat, Laurel Auto Park, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 103, Page 14.

STATE OF MARYLAND

BOOK 580 PAGE 71

ANNE ARUNDEL COUNTY
FINANCING STATEMENT
RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 280992

RECORDED IN LIBER 556 **FOLIO** 217 **ON** MAY 29, 1990 **(DATE)**

1. DEBTOR

Name ERNEST J. LITTY, JR.

Address 1021 Dorsey Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name THE FIRST NATIONAL BANK OF MARYLAND

Address 110 South Paca Street, Baltimore, Maryland 21201

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

RECORD FEE 10.00
POSTAGE .50
#370750 C283 R01 T15:23
04/28/92
MARY M. ROSE
CC CIRCUIT COURT

3. Maturity date of obligation (if any)

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 real property described in Exhibit "A" attached hereto and made a part hereof is hereby released from the effect of the referenced Financing Statement.

CHECK ☒ FORM OF STATEMENT

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

10

Dated March 26, 1992

THE FIRST NATIONAL BANK OF MARYLAND

By: _____
(Signature of Secured Party)

CHARLES BROOKS III, Vice Pres.
Type or Print Above Name on Above Line

BOOK 580 PAGE 72

EXHIBIT A

PROPERTY DESCRIPTION

ALL that lot or parcel of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 1 as shown on a Plat entitled "Plat for Loyola Federal Savings & Loan Assoc., Part of Suzanna L. Litty Property", which Plat is recorded among the Land Records of Anne Arundel County in Liber 3299, folio 313.

SAVING AND EXCEPTING THEREFROM all that lot of ground described in a Deed dated November 30, 1989 and recorded among the Land Records of Anne Arundel County in Liber 4988, folio 453 which was granted and conveyed by Ernest J. Litty, Jr. unto Anne Arundel County, Maryland.

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

2862.17

BOOK 580 PAGE 73

A:SFC207.29

SFC:mlh 04/24/92 12:33pm
To be used for loans secured by real property

FINANCING STATEMENT

|_| To be recorded among the Land Records of Anne Arundel City/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 $281,096.23 in connection with the filing of the Purchase Money Deed of Trust and Security Agreement described below in the Land Records of Anne Arundel County, Maryland.

|_| Not subject to recordation tax.

RECORD FEE 25.00
POSTAGE .50
#429000 C489 R02 T15:31
04/29/92
MARY M. ROSE
AA CO. CIRCUIT COURT

DEBTOR:	ADDRESS:
LAURANCE A. LEONARD, JR.	5 Sharpe Driove Annapolis, Md. 21401
SECURED PARTY:	**ADDRESS:**
THE ANNAPOLIS BANKING AND TRUST COMPANY	P. O. Box 311 Annapolis, Maryland 21404

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

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CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

25.00 SD

AB004.185

SFC:mlh 04/24/92 12:33pm
To be used for loans secured by real property

defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or 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 and Security Agreement dated April 24th, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Randall M. Robey and William A. Busik, 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

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ANNAPOLIS, MD 21404
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____Borrower's Initials

SFC:mlh 08/24/92 12:33pm
To be used for loans secured by real property

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.

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:

LAURANCE A. LEONARD, JR.

SECURED PARTY:

THE ANNPOLIS BANKING AND TRUST COMPANY

BY: William A. Buck

Mr. Clerk:
Please return to:

SNIDER, BUCK & MIGDAL
P. O. Box 2400, Annapolis, Md. 21404

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

___Borrower's Initials

EXHIBIT 'A'

PARCEL NO. 1

BEGINNING for the same at a pipe found on the southwest side of Bay Ridge Road at the corner of Lots 8 and 9, as shown on an unrecorded plat of Moss's Rest made by J. Revell Carr, Surveyor, dated December 19, 1931, said point also being the same beginning point as described in the conveyance from John F. Mulligan and Lillian Mulligan, his wife, to Alvin Epstein and Louella Epstein, his wife and Melvin Berkowitz and Martha Berkowitz, his wife and Murray Sagman and Ruth Sagman, now divorced, by deed dated December 2, 1964 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 1816, folio 494; said pipe also being the three following courses and distances from the end of the North 25° 59' East 1068.30 foot line of the conveyance from F. Meade Holladay, widower, to Raymond L. Moss by deed dated December 1931, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber FSR 95, folio 5, with bearing corrected for magnetic difference, first course being along part of said line (1) South 26° 08' West 25.55 feet (2) South 49° 15' East 68.25 feet (3) South 44° 30' East 68.25 feet;

THENCE running from said beginning point, so fixed and leaving said road and running with the division line of Lots 8 and 9, as shown on said plat, and with the North 53° 11' East 197.08 foot line of the above mentioned conveyance reversely, South 53° 11' West 197.08 feet to a pipe found at the beginning of said line;

THENCE with rear line of Lot 9 and still with the outlines of the above mentioned conveyance, North 38° 17' West 25.5 feet to a pipe set at the rear corner of Lots 9 and 10; said pipe being South 38° 17' East 20.00 feet from a pipe found at the westernmost corner of Lot 10; said pipe at the westernmost corner of Lot 10 is in the above mentioned North 25° 59' East 1068.30 foot line of said conveyance from Holladay to Moss;

THENCE running across part of Lot 9 and still with the outlines of said conveyance from Mulligan to Epstein, et al, North 42° 56' 40" East 192.77 feet to a point on the south side of Bay Ridge Road;

THENCE running with the south side of said road, South 44° 30' East 60 feet to the place of beginning;

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ANNAPOLIS, MD 21404
(410) 263-8855

CONTAINING 0.19 acres and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in December, 1977.

PARCEL NO. 2:

BEGINNING for the same at a pipe set on the south side of Bay Ridge Road and at the northernmost corner of Lot 10, as shown on an unrecorded plat of Moss's Rest made by J. Revel Carr, Surveyor, dated December 19, 1931, said pipe also being at the end of the North 49° 15' West 68.25 foot line of Property 2 as described in the conveyance from Howard M. Meck, Jr. and Barbara A. Meck, his wife to Melvin Berkowitz, Alvin Epstein and Murray Sagman by deed dated July 19, 1965 and recorded among the Land Records of Anne Arundel County in Book 1882, folio 515, said pipe also being in and with bearings corrected for magnetic difference South 26° 08' West 25.55 feet from the end of the North 25° 59' East 1068.30 foot line of the conveyance from F. Meade Holladay, widower, to Raymond L. Moss by deed dated December, 1931, and recorded among the Land Records of Anne Arundel County, Maryland in Liber FSR 95, folio 5; thence running from said beginning point so fixed and running with the south side of Bay Ridge Road and with the above mentioned 68.25 foot line, reversely, South 49° 15' East 68.25 feet to a PK nail set; thence still with Bay Ridge Road South 44° 30' East 8.25 feet to a point; said point being at the end of the first line as described in the conveyance from John F. Mulligan and Lillian Mulligan, his wife, to Alvin Epstein and Louella Epstein, his wife, Melvin Berkowitz and Martha Berkowitz, his wife, and Murray Sagman and Ruth Sagman, his wife, by deed dated December 2, 1964 and recorded among the Land Records of Anne Arundel County, Maryland, in Book 1816, page 494;

THENCE leaving Bay Ridge Road and running across part of Lot 9 and with the second line of the above last mentioned conveyance as now surveyed, South 42° 56' 40" West 192.77 feet to a pipe set at the rear corner of Lots 9 and 10, said pipe being at the end of the South 38° 17' East 20 foot line of the above mentioned conveyance from Meck to Berkowitz, et al;

THENCE with said last mentioned line, reversely,and with the rear line of Lot 10, North 38° 17' West 20 feet to a pipe found at the beginning of said line; said last mentioned pipe being in the above mentioned North 25° 59' East 1068.30 foot line of said conveyance from Holladay to Moss;

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ANNAPOLIS, MD 21404

(410) 263-8855

THENCE running with part of said last mentioned line and with the west line of Lot 10 and with the South 26° 08' West 195.7 foot line as described in Property 2 of the above mentioned conveyance from Meck to Berkowitz, et al, reversely, North 26° 08' East 195.7 feet to the place of beginning;

CONTAINING 0.21 acres, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in December, 1977;

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ANNAPOLIS, MD 21404

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STATE OF MARYLAND
BOOK 580 PAGE 79

FINANCING STATEMENT FORM UCC-1

Identifying File No. 28624?

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

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

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

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

1. DEBTOR

Name George W. Sullivan T/A Sully & Sons Inc.

Address 6987 Old Solomons Island Road - Friendship, Md. 20758

2. SECURED PARTY

Name Suit & Wells Eq. Co., Inc.

Address 6300 Crain Highway - Upper Marlboro, Md. 20772

J.I. Case Credit Corp-P.O. Box 292-Racine, Wisconsin 53401

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

3. Maturity date of obligation (if any) _____

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

(1) New J.I. Case 1840 Uni-Loader
Serial #JAF0078289

Name and address of Assignee of Case Credit Corporation ID No. 74-1065750 Tennessee Credit Corporation ID No. 74-0010363 P.O. Box 292 Racine, Wisconsin 53401-0292

THIS IS A RETAIL SALES INSTALLMENT CONTRACT

MARY N. 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)

George W Sullivan Sully & Sons Inc.
(Signature of Debtor)
George W. Sullivan T/A
Sully & Sons Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Anthony Wells (Pres)
(Signature of Secured Party)
~~Anthony Wells~~
Suit & Wells Eq. Co., Inc.
Type or Print Above Signature on Above Line

BOOK 580 PAGE 80

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)

The Annapolis Yacht Club, Inc.
P. O. Box 908
Annapolis, MD 21401

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

Diversified Leasing, Inc.
133 Defense Hwy., Suite 106
Annapolis, MD 21401

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#371040 C268 RCT T10:26
06/08/87
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This stotement refers to original Financing Statement bearing File No. 268049 B513 P278

Filed with Anne Arundel County Date Filed June 12 19 87

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

10. One (1) Acme 4-60/4 120,000 lb. capacity Hoist, S/N: 1987

No. of additional Sheets presented:

The Annapolis Yacht Club, Inc.

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

Diversified Leasing, Inc.

By: Larry Lawrence
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND ANN ARUNDEL COUNTY

FINANCING STATEMENT "Not Subject to Recordation Tax" FORM UCC-1

286240

BOOK 580 PAGE 81 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 Rhode River Marina, Inc.

Address 3932 Germantown Road, Edgewater, MD 21037

2. SECURED PARTY

Name Mercury Marine Acceptance Corporation

Address 1160 Swedesford Road, Suite 240, P. O. Box 3015

Southeastern, PA 19398-9945

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

3. Maturity date of obligation (if any) _____

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

All of the following types of goods held for sale or lease by debtor, consisting of but not limited to boats, boat trailers, marine engines, including parts, accessories and the like acquired by debtor from Brunswick Corporation, for which secured party has made an advance on behalf of debtor.

"INVENTORY"

RECORD FEE 11.00
#0021190 0003 R01 T11:05
04/29/92
ANN ARUNDEL
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)

Brian A. Conner, President
Type or Print Above Name on Above Line

X _____
(Signature of Debtor)

Brian A. Conner, President
Type or Print Above Signature on Above Line

Stacey Whartnaby
(Signature of Secured Party)

Stacey Whartnaby
Type or Print Above Signature on Above Line

STATE OF MARYLAND
BOOK 580 PAGE 82

FINANCING STATEMENT FORM UCC-1

286241

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 8 APRIL 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name W.W. ADCOCK, INC.

Address 305 NAJOLES ROAD, MILLERSVILLE, MD 21108

2. SECURED PARTY

Name RAYPAK, INC.

Address 31111 AGOURA ROAD, WESTLAKE VILLAGE, CA 91361

ATTN: GARY BOND

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

RECORD FEE 11.00
POSTAGE .50
#451530 C603 R04 T12:47
04/29/92

3. Maturity date of obligation (if any) _____

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

PLEASE SEE ATTACHED

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

X C Dee Adcock
(Signature of Debtor)

C. DEE ADCOCK, VICE PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

GARY BOND
Type or Print Above Signature on Above Line

Collateral. The collateral ("Collateral") for this Agreement, whenever acquired by Customer, consists of documents covering inventory and inventory consisting of goods (including, without limitation, new and used solar heating panels, pool heaters, spa heaters, commercial boilers, water storage tanks, and all parts, assemblies and accessories related to the foregoing) and other personal property sold to Customer by Raypak as described in Raypak's invoices to Customer, all additions, accessions and products, any goods, instruments, documents, contract rights, general intangibles and other after acquired property acquired by Customer by way of substitution, replacement, return, repossession or otherwise, and all proceeds of the sale, exchange, collection or other disposition of the foregoing, including proceeds in the form of cash, accounts receivable, documents, negotiable instruments, contract rights, other inventory and similar proceeds from any of the foregoing.

Raypak, Inc. 31111 Agoura Rd., Westlake Village, CA 91361 (818) 889-1500 Telecopier: (818) 889-4522

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX ON $15,000.00 SECURED HEREBY
PAID TO ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF FINANCING STATEMENT

BOOK 580 PAGE 84

FINANCING STATEMENT

2862242

1. Name & Address of Debtor: CALVERT SALES AND LEASING, INC.
619 Severn Avenue, Suite 203
Annapolis, MD 21403

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 known as 619 Severn Avenue, Suite 203, Annapolis, MD 21403 (the "Property"):

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 Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, 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, but specifically excluding therefrom all items of inventory, including but not limited to any equipment purchased for the intended purpose of resale or leasing.

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 its development, occupancy and use.

RECORDING FEE 13.00
POSTAGE .50
RECEIVED 1991 AUG 7 10:37
04/30/92
MARK K. ROSE
CIRCUIT COURT

13.50

(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 Financing Statement securing the indebtedness additionally secured hereby.

Debtor:	Secured Party:
CALVERT SALES AND LEASING, INC.	BANK OF ANNAPOLIS
By: _____ (SEAL)	By: _____ AGENT (SEAL)
Dwayne M. Dahl, President	

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

calvert.fs2 b005.214

BOOK 580 PAGE 93

EXHIBIT "A" - LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lot Number Fourty-Four (44), as shown on Plat 5, HUNTINGTON WOODS, which said Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 23.

BOOK 580 PAGE 87

286243

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)
Armco Inc.
300 Interpace Parkway
Parsippany, New Jersey
07054-0324

2. Secured Party(ies) and address(es)
The Chase Manhattan Bank, N.A.
One Chase Manhattan Plaza
New York, New York 10081,
as Agent

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

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

See Schedule A attached hereto and made a part hereof.

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

AMB
AC3396

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, Maryland

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

ARMCO INC. James L. Bertsch

By: J L Bertsch Corp. V.P.
Signature(s) of Debtor(s) Title

THOMAS GARDNER MNG. DIR.
THE CHASE MANHATTAN BANK, N.A., as Agent

By: Thomas Gardner
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

RECORD FEE 13.00
POSTAGE .50
#652220 C603 R04 T11:29
04/30/92

SCHEDULE A to
Financing Statement

Name and
Address of Debtor:

Armco Inc.
300 Interpace Parkway
Parsippany, NJ 07054-0324

Name and Address
of Secured Party:

The Chase Manhattan Bank, N.A.,
as Agent
One Chase Manhattan Plaza
Fourth Floor
New York, New York 10081
Attn: Nicholas J. Chirekos

Item 4 (continued):

The Financing Statement to which this Schedule A is attached covers the following property:

All of the Debtor's right, title and interest in the following property, whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located:

(a) all accounts of the Debtor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to the Debtor in respect of any loans or advances for Inventory (as defined below) or other goods sold or leased or for services rendered, all moneys due and to become due to the Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory or other goods sold or leased or for services rendered and all general intangibles of the Company constituting any right to the payment of money in respect of Inventory or other goods sold or leased or for services rendered, but excluding in all cases Excluded Receivables referred to below (such accounts, general intangibles and moneys due and to become due, excluding Excluded Receivables, being herein called collectively "Accounts");

(b) all instruments, chattel paper or letters of credit of the Debtor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances;

(c) all inventory of the Debtor, including all stainless and electrical steel, stainless and electrical steel products, tubular steel and tubular steel products, carbon steel and carbon steel products and all other inventory, including without limitation raw materials, work-in-process and finished goods, and products thereof, of the

Debtor, whether or not part of a part of a product or mass as a result of manufacturing, processing, assembly or commingling (collectively called "Inventory");

(d) each contract and other agreement of the Debtor relating to the sale or other disposition of Inventory;

(e) all documents of title or other receipts of the Debtor covering, evidencing or representing Inventory;

(f) all rights, claims and benefits of the Debtor against any entity arising out of, relating to or in connection with Inventory purchased by the Debtor, including, without limitation, any such rights, claims or benefits against any entity storing or transporting such Inventory;

(g) the balance from time to time in any collateral account established by the Debtor with the Secured Party; and

(h) all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of the Debtor described in the preceding clauses (a) through (g) (including, without limitation, any proceeds of insurance thereon) and, to the extent related to any property described in said clauses or such proceeds, products and accessions, all books, correspondence, credit files, records, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

For purposes of paragraph (a) above, "Excluded Receivable" shall mean an obligation owing by an Affected Subsidiary (as defined below) to the Debtor, other than an evidence of indebtedness, account receivable, obligation or indebtedness resulting directly from the sale of goods or merchandise for fair value, in the ordinary course of business, by the Debtor to such Affected Subsidiary. For purposes of the preceding sentence, "Affected Subsidiary" shall mean a subsidiary of the Debtor that, at the time of determination, owns a blast furnace facility or steel ingot producing facility or rolling mill facility or other manufacturing facility located in the United States (other than any such facility determined by the Board of Directors of the Debtor in its discretion not to be a principal property).

1650
2.00

286244

BOOK 580 PAGE 90

TO BE RECORDED WITH THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY

NOT SUBJECT TO FINANCING RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
ROY E. ROBERTSON and
VICKI L. ROBERTSON, husband and wife
RANDY Q. JONES and
DEBORAH G. JONES, husband and wife

Address:
P.O. Box 128
Arnold, Md. 21012
Anne Arundel Co., Md.

RECORD FEE 17.00
POSTAGE .50
#430080 C489 R02 T14:52
04/30/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. Secured Party:
SECOND NATIONAL FEDERAL SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, Md. 21801
Attn: Marion J. Minker, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the building and any and all renewals and replacement thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest or Debtor in and to any and all leases with respect to the aforesaid land

17.50

and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporation which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Debtor or any other party for use of the Debtor for any use of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security for repayment of the Deed of Trust Promissory Note and Deed of Trust in the amount of $90,000.00 by Debtor executed on even date herewith in favor of the Secured Party and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:

_____(SEAL)
ROY E. ROBERTSON

_____(SEAL)
VICKI L. ROBERTSON

_____(SEAL)
RANDY Q. JONES

_____(SEAL)
DEBORAH G. JONES

R.E. ROBERTSON PLUMBING AND HEATING, INC.

By: _____(SEAL)
Roy E. Robertson, President, Personal Guarantor

Date: April 24, 1992

EXHIBIT A

All that Lot or Parcel of ground situate in the Second Assessment District of Anne Arundel County, State of Maryland, and known as Unit Numbered 202, as shown on the Condominium Plat entitled "A Condominium - Phase II, Annapolis Business Plaza, Hudson Street, District, Anne Arundel County, Maryland", and recorded among the Land Records of Anne Arundel County in Condominium Plat Book No. 44, Page 42, together with an undivided percentage interest in the common elements and common expenses and common profits of the Annapolis Business Plaza Condominium of 2.5%.

TOGETHER with the improvements thereto and the rights and appurtenances, thereto belonging or appertaining, and particularly the rights in common with others of a condominium owner in said condominium, subject to the objections of said owners

SUBJECT TO AND WITH the benefit of the Declaration and Condominium By-Laws, as amended, and further subject to all rights, easements, restrictions, covenants and reservations contained in or referred to in the said condominium documents, as amended, as if recited and stipulated at length herein.

AND BEING the same property conveyed to Roy E. Robertson and Vicki L. Robertson, his wife, as tenants by the entireties as to a one-half undivided interest, and to Randy Q. Jones and Deborah G. Jones, his wife, as tenants by the entireties, as to the remaining one-half undivided interest, by Trustees Deed dated April 24, 1992, intended to be recorded among the Land Records of Anne Arundel County, Maryland.

Madam Clerk:

Please return to:
Bruce & Upton
Edward S. Bruce, Esq.
P.O. Box 447
Prince Frederick, Md. 20678

BOOK 580 PAGE 93

2862/45

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

RECORD FEE 15.00
POSTAGE .50
#430280 C489 R02 T15:12/
04/30/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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. 9R, Green Haven Subdivision, 7708 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. 9R, Green Haven Subdivision, 7708 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.

(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.

15.00

BOOK 580 PAGE 94

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: Steven G. Tyler Agent
Steven G. Tyler, Agent

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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 Number 9R, 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 April 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.

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BOOK 580 PAGE 96

2852246

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 13.00
POSTAGE .50
#430330 C489 R02 T15:14
04/30/92
MARY M. ROSE
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Name & Address of Debtor: ROBERT P. MUSSELMAN
706 N. Crain Highway
Glen Burnie, MD 21061

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 right, title and interest of Debtor, now owned, or hereafter acquired in and to any and all fixtures, and all machinery, equipment, chattels, goods and other articles of property, whether real estate or not, and every other article, chattel or thing used, or to be used, or placed, or to be placed, on the Property, whether hereinafter enumerated or not, and whether or not affixed to the Property and which are used or useful in the operation of the Property or improvements erected or hereafter erected thereon, or of any business now or hereafter operated by Debtor or any occupant of the Property or any part thereof, including, without limitation, the following: All gas and electric fixtures, pipes, conduits, wiring, radiators, heaters, engines, machinery, boilers, ranges, ovens, elevators, escalators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, heating, air conditioning and generating equipment, plumbing fixtures, heating fixtures, mirrors, mantels, refrigerating plants, refrigerators, dishwashers, rugs, carpeting, and other floor coverings, furniture and furnishings, laundry equipment, all cooking apparatus and appurtenances, wall safes, built-in furniture and installations, shelving, partitions, doorstops, vaults, dumb-waiters, communication equipment, radios, televisions, cameras, incinerators, sprinklers, alarm systems, storm windows, screens, awnings, shades, venetian blinds, drapes, curtains, rods and brackets, office equipment, first aid, safety and recreation equipment, saunas, hot tubs, whirlpool baths, exercise equipment, window and vacuum cleaning equipment and systems, equipment for sanitary, drainage, cleaning or landscaping purposes, or for the removal of snow, dust, refuse or garbage, fire prevention and extinguishing equipment, tools, all swimming pool equipment, filters, chlorinators and related pool filtration equipment, all

13 00

building material and equipment now or hereafter delivered to the Property and intended to be installed therein, all work in process, and the plans and specifications and construction contracts and all of said articles of property. The specific enumerations herein shall not exclude the general, all renewals or replacements to any of the foregoing, all alterations, accessions, improvements and additions thereto or articles in substitution thereof, and all of the estate, right, title and interest of Debtor in and to all property or any nature whatsoever, now or hereafter situate on the Property or intended to be used in connection with the operation thereof. All of the aforegoing, so far as permitted by law, shall be deemed to be fixtures and part of the Property, and as to any part of the aforegoing not deemed or permitted by law to be fixtures, this Financing Statement shall also constitute a security agreement under the Maryland Uniform Commercial Code, and pursuant thereto. In order to secure the repayment of the indebtedness of Debtor to the Secured Party and the performance of the obligations intended to be secured by this Financing Statement, Debtor hereby grants to Secured Party a continuing security interest under the Maryland Uniform Commercial Code in and to such part of the aforegoing not deemed or permitted by law to be fixtures, and the proceeds thereof, including the proceeds of any and all insurance policies in connection therewith (collectively the "Personal Property").

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 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:

Robert P. Musselman (SEAL)
ROBERT P. MUSSELMAN

Secured Party:

SEVERN SAVINGS BANK, FSB

By: [signature] AGENT (SEAL)

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

musselma.fs4 s005.237

EXHIBIT "A"

PARCEL NUMBER THREE: ALL that lot or parcel of ground, situate, lying and being in Anne Arundel County, Maryland, and described as follows, that is to say: BEING KNOWN AND DESIGNATED as Lot Number Seven (7) as shown on a Plat known as The Brooklyn-Curtis Bay Land Company, Subdivision of a Portion of the Thomas Tract, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 3, folio 49. The improvements thereon being known as 5633 Belle Grove Road.

STATE OF MARYLAND

BOOK 580 PAGE 99

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. BOOK573 PAGE405 284840
10-22-91

RECORDED IN LIBER_____ **FOLIO**_____ **ON**_____ **(DATE)**

1. DEBTOR

Name Heritage International Corporation DBA Gorham Bronze

Address 2128 Espey Court, Crofton, MD 21114

2. SECURED PARTY

Name XL/Datacomp, Inc.

Address 908 North Elm Street, Hinsdale, Illinois 60521

RECORD FEE 10.00
#135850 DIFI ADD TAX 1.45
04-23-92
MARY A. ROSE
AA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

[redacted] Citicorp Leasing, Inc.
450 Mamaroneck Avenue
Harrison, NY 10528

All collateral as described on original filing.

Anne Arundel Cnty

CN# 779258-2C

Dated 4/13/92

15

XL/Datacomp, Inc.
(Signature of Secured Party)
Julianne M. Quaiato
Type or Print Above Name on Above Line

BOOK 580 PAGE 100

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. 281013

RECORDED IN LIBER 556 FOLIO 263 ON 30 MAY 90 (DATE)

1. DEBTOR

Name Corman Construction Company, Inc.

Address 12001 Guilford Road, Annapolis, Maryland 20701

2. SECURED PARTY/SELLER

Name The Milton James Company

Address 8411 Pulaski Highway - Baltimore, Maryland 21237

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

8. 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

John Deere	Dozer	TO450GF 762481	TO4045D 302340	450G

Dated 24 FEB 92

The Milton James Company

(Signature of Secured Party)

William C. Drollinger, Jr. - Controller

Type or Print Above Name on Above Line

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

BOOK 580 PAGE 101

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. 284088

RECORDED IN LIBER 569 FOLIO 562 ON 17 JUL 91 (DATE)

1. DEBTOR

Name Cherry Hill Construction, Inc.

Address 8170 mission Road - Jessup, Maryland 20794

2. SECURED PARTY/SELLER

Name The Milton James Company

Address 8411 Pulaski Highway - Baltimore, Maryland 21237

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

3. Maturity date of obligation (if any)

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

John Deere	Crawler Dozer	T0450GH774536	T04045T 335744	450GLT	1991

Dated 24 FEB 92

The Milton James Company

(Signature of Secured Party)

William C. Drollinger, Jr. - Controller

Type or Print Above Name on Above Line

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

15

STATE OF MARYLAND BOOK 580 PAGE 102

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 281519

RECORDED IN LIBER 558 FOLIO 340 ON 19 JUL 90 (DATE)

1. DEBTOR

Name A.J. Kirby Construction Company, Inc.

Address 820 General's Highway - Millersville, Maryland 21108

2. SECURED PARTY/SELLER

Name The Milton James Company

Address 8411 Pulaski Highway - Baltimore, Maryland 21237

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

3. Maturity date of obligation (if any)

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

John Deere Excavator CK790DL009134 RG351384 790D

Dated 24 FEB 92

The Milton James Company

(Signature of Secured Party)

William C. Drollinger, Jr. - Controller

Type or Print Above Name on Above Line

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

15

BOOK 580 PAGE 103 2862247

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

This Financing Statement dated 04-14-1992 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.
Bayside Office Support Services, Inc. **619 Severn Avenue, Suite 203** **Annapolis, MD 21403**	(X) ORIGINAL FINANCING STATEMENT ( ) CONTINUATION ORIGINAL STILL EFFECTIVE ( ) AMENDMENT ( ) ASSIGNMENT ( ) PARTIAL RELEASE OF COLLATERAL ( ) TERMINATION
Name and address of Secured Party **Bank of Maryland** **2661 Riva Road, Building 700** **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.

Bayside Office Support Services, Inc.	**Bank of Maryland**
Susan May Kolb Best, President	Scot R. Brenner, VP
By: Susan May Kolb Best, President	**Signature of Secured Party**
Signature of Debtor	

11.50

PARTIES

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

LISA ANN DUVALL
CHESAPEAKE MOBILE COURT LOT #165
HANOVER MD 21076 1

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

CHESAPEAKE MOBILE COURT LOT #165
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 MH OF LAUREL, INC

10039 N. SECOND AVENUE
LAUREL MD 20707 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 MH OF LAUREL, INC
Diana L Haught, 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 580 PAGE 104 2862248

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:

1992 FLEETWOOD ENTERPRISES WINGATE
14 X 72 SERIAL# VAFLN19A31702-WG 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 LISA ANN DUVALL Lisa Ann Duvall

1a

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.

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

STATE OF MARYLAND

BOOK 580 PAGE 105

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258963

RECORDED IN LIBER 491 **FOLIO** 60 **ON** 28 OCT 85 **(DATE)**

1. DEBTOR

Name NORTHWARD CORPORATION dba PASADENA RENTALS & SALES

Address 3400 ~~XX~~ MOUNTAIN ROAD, PASADENA, MD 21122

2. SECURED PARTY

Name JOHN DEERE COMPANY

Address 4401 BLAND ROAD, SUITE 200, RALEIGH, NC 27609

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

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

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

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

"AMENDMENT"

PLEASE AMEND SECURED PARTY NAME TO READ:

JOHN DEERE COMPANY-A DIVISION OF DEERE & COMPANY

MARY M. ROSE
AA CO. CIRCUIT COURT

NORTHWARD CORPORATION dba
PASADENA RENTALS & SALES

Dated 7 APRIL '85

JOHN DEERE COMPANY

(Signature of Secured Party)

XXX JAMES E. MOORE
CREDIT MANAGER

Type or Print Above Name on Above Line

1650

STATE OF MARYLAND
BOOK 580 PAGE 106

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2M62749

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 50,275.00

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

This financing statement Dated March 30, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fraley Contracting Corporation

Address 33 Stahl Point Road Baltimore, MD 21226

2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc.

Address 1180 W. Swedesford Road Berwyn, PA 19312

Person And Address To Whom Statement Is To Be Returned 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) Bucyrus Erie 45C 30 ton crane S/N 134784; Detroit engine 671 carrier 6V53 crane, 100' main boom, 25' JIB and complete with all related parts, attachments and accessories.

Name and address of Assignee

I swear under penalty of perjury that Recordation tax was paid to the circuit court of ANNE ARUNDEL COUNTY IN THE AMOUNT OF $357.00 JA

Richard G Boyle
R.G. Boyle - SCA

CHECK ☒ THE LINES WHICH APPLY

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

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

1014778-28 1841A GH

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

James H. Fraley
(Signature of Debtor)
JAMES H. FRALEY, PRES.
Fraley Contracting Corporation
Type or Print Above Name on Above Line

11 35 50 25 50

(Signature of Debtor)

Type or Print Above Signature on Above Line

Richard G Boyle
(Signature of Secured Party)
RICHARD G. BOYLE, SCA
The CIT Group/Equipment Financing, Inc.
Type or Print Above Signature on Above Line

RETURN TO:
LEXIS ® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

RECORD FEE 11.00
RECORD TAX 357.50
POSTAGE .50
#135530 CASH RCD TAX
MARY M. ROSE
AA CO. CIRCUIT COURT

STATE OF MARYLAND

FINANCING STATEMENT

BOOK 580 PAGE 107 FORM UCC-1

Anne Arundel 28622.50

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 4-21-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TAMMY, STEPHEN MARTUCCI

Address 2021- HARBOUR- GATES DR. APT. 201 ANNAPOLIS, MD 21401

2. SECURED PARTY

Name Norwest

Address 2 Business Park Drive Ste 102 Waldorf Md 20601

Person And Address To Whom Statement Is To Be Returned 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) BROYHILL CHINA.
1) " " TABLE.
2- ARM CHAIRS.
4- SIDE CHAIRS.
1- PULASKI CURIO.

CHECK ☒ THE LINES WHICH APPLY

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

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

Account 645057

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Tammy Martucci
(Signature of Debtor)

Stephen Martucci
Type or Print Above Name on Above Line

Tammy Martucci
(Signature of Debtor)

Stephen Martucci
Type or Print Above Signature on Above Line

Michelle Spalding
(Signature of Secured Party)

Michelle Spalding
Type or Print Above Signature on Above Line

20

BOOK 580 PAGE 108

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. 277653

RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

IN LIBER 542 FOLIO 318 ON JUNE 16, 1989

1. DEBTOR

Name Telespectrum, Inc.

Address 190 Admiral Cochrane Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name Signet Bank/Maryland

Address 7 St. Paul Street, Baltimore, Maryland 21202

Attention: Janice E. Godwin, Vice President

Person and Address to Whom Statement Is To Be Returned If Different From Above.
Margaret Stevens Jacks, Esquire, Shapiro and Olander, 20th Floor, 36 South Charles Street, Baltimore, Maryland 21201-3147

3. Maturity date of obligation (if any)_____

A.	Continuation.....[ ] The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B.	Release.....[ ]
C.	Assignment.....[ ] The Secured Party certified that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D.	Other:.....[X] (Indicate whether amendment, termination, etc.) Amendment
1.	To reflect change of name of Debtor to Telespectrum Training Services, Inc.		
2.	To reflect increase in debt from $510,000 to $610,000.		
3.	To reflect Secured Party's Purchase Money Security Interest in the Collateral Listed on Exhibit A attached hereto.		

DEBTOR:

TELESPECTRUM, INC.,
now known as TELESPECTRUM TRAINING SERVICES, INC.

By: Karen Schweitzer
Karen Schweitzer, President

Dated: 3/4/92

SECURED PARTY:

SIGNET BANK/MARYLAND

By: Janice E. Godwin
Janice E. Godwin, Vice President

Dated: 3/4/92

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND. RECORDATION TAX IN THE AMOUNT OF $2,072.00 WAS PAID TO ANNE ARUNDEL COUNTY, MARYLAND WITH THE FILING OF THE ORIGINAL FINANCING STATEMENT. RECORDATION TAX IN THE AMOUNT OF $3.50, ON THE INCREASE IN DEBT IS BEING PAID WITH THE FILING HEREOF.

12 - 35350

EXHIBIT A

Apple SE 30 Computers (2)	$5,087.75
AMAX 286 Computer	997.50
10 WYSE Terminals	3,885.00
Telephone Equipment	20,483.50
Edge System Upgrade	12,000.00
Zip Locator Software Upgrade	1,250.00
Pyramid Additional Equipment	72,655.00
Office Equipment	35,977.98
TOTAL	$152,336.73

301BM048.DOC
41314.443

RECORDATION TAX CERTIFICATE

TELESPECTRUM, INC. and TELESPECTRUM TRAINING SERVICES, INC. (collectively, "Debtor") certify: (a) that they are co-borrowers under a One Hundred Thousand Dollar ($100,000.00) loan from SIGNET BANK/MARYLAND; (b) that such loan is secured by a security interest in all of the assets of each Debtor as evidenced by (i) a Financing Statement naming Telespectrum, Inc. as Debtor of even date herewith, and (ii) a Financing Statement naming Telespectrum, Inc., now known as Telespectrum Training Services, Inc., as debtor and recorded with Anne Arundel County, Maryland in Liber 542, folio 318 and with the State Department of Assessments and Taxation in Liber 3144, folio 355, as amended by a UCC-3 of even date herewith; and (c) that the books and records of the Debtors show the following aggregate values for the property securing the above-referenced loan:

$ 1,732,619.00 (A) — Total value of all property securing debt described in financing statements.

$ 871,902.00 (B) — Total value of all non-exempt property securing debt (including equipment and fixtures).

Amount of debt subject to tax:

*$ 1,732,619.00 (B) / $ 871,902.00 (A) X $100,000.00 = **$ 50,500.00 (C)

Amount of tax due:

$ 50,500.00 (C) X $3.50/$500 = $ 353.50

TELESPECTRUM, INC.,
A Maryland Corporation

By: Karen E. Schweitzer
Name: Karen E. Schweitzer
Title: Pres.
Date: ~~February~~ March 4, 1992

TELESPECTRUM TRAINING SERVICES, INC.,
A Maryland Corporation,
Formerly Known As Telespectrum, Inc.

By: Karen E. Schweitzer
Name: Karen E. Schweitzer
Title: Pres.
Date: ~~February~~ March 4, 1992

*rounded off to third place after decimal
**rounded up to next multiple of $500

BOOK 580 PAGE 111

286251

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
Telespectrum, Inc. 190 Admiral Cochrane Drive Annapolis, Maryland 21401	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Janice E. Godwin Vice President **Return to Secured Party**

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

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

[X] A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, 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:

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

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

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

[X] E. Other. All furniture and fixtures now owned or hereafter acquired and all proceeds and products thereof in any form whatsoever.

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: $ 100,000

DEBTOR:

TELESPECTRUM, INC.
(Type Name)

By: Karen Schweitzer
Karen Schweitzer, President

By: _____

SECURED PARTY:
SIGNET BANK/MARYLAND

By: Janice E. Godwin
Janice E. Godwin, Vice President
(Type Name)

March 4, 1992
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

TO BE RECORDED IN THE LAND RECORDS AND FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY AND THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

0012-1671-0000/4

11
.50

NOT SUBJECT TO
RECORDATION TAX.
GRANTOR NOT
PRIMARILY LIABLE
FOR DEBT.

BOOK 580 PAGE 112

2862S2

INDEMNITY

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
Telespectrum, Inc. 190 Admiral Cochrane Drive Annapolis, Maryland 21401	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Janice E. Godwin Vice President
	Return to Secured Party

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

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

[X] A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, 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:

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

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

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

[X] E. Other. All furniture and fixtures now owned or hereafter acquired and all proceeds and products thereof in any form whatsoever.

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: $ 510,000

DEBTOR:

TELESPECTRUM, INC.
(Type Name)
By: Karen Schweitzer
Karen Schweitzer, President
By: _____

SECURED PARTY:
SIGNET BANK/MARYLAND
By: Janice E. Godwin
Janice E. Godwin, Vice President
(Type Name)
March 4 1992
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

TO BE RECORDED IN THE LAND RECORDS AND FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY AND THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

17.50

0012·1671·0006/4

STATE OF MARYLAND BOOK 580 PAGE 113

To be filed in Anne Arundel County, Maryland.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286253

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Sterling Inc. and Sterling Jewelers Inc.

Address 375 Ghent Road, Akron, Ohio 44313

2. SECURED PARTY

Name M. Fabrikant & Sons, Inc.

Address 600 Fifth Avenue, New York, New York 10020

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

3. Maturity date of obligation (if any) _____

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

Various items of gemstones and gold and other precious metals jewelry, consigned by secured party pursuant to a written agreement to debtor, located in the stores and at the locations as listed on Schedule 1.

Name and address of Assignee

Not Subject to Recordation Tax - To perfect a security interest in inventory.

CDG

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Sterling Inc./Sterling Jewelers Inc.

Richard W. Miller Svp

(Signature of Debtor)

Richard W. Miller - Sr. V.P.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

M. Fabrikant & Sons, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Infosearch, Inc.
P. O. Box 1110
Albany, N.Y. 2201

SCHEDULE 1
MARYLAND STORES

ANNE ARUNDEL COUNTY

Kay Jewelers
Annapolis Mall
Annapolis, MD

Kay Jewelers
Glen Burnie Mall
Glen Burnie, MD

Shaw's Jewelers
Marley Station
Glen Burnie, MD

BOOK 580 PAGE 115

C86-04-034

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 Liber 497 folio 50
Date of Filing April 15, 1986 Record Reference
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
W.F. Utz Construction Co., Inc.	1511	Ritchie Highway, Suite 105	Arnold,	MD 21012

Name of Secured Party or assignee	No.	Street	City	State
Home Federal Savings Bank	P.O. Box 1179		Hagerstown,	MD 21741-1179

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:

Being known and designated as Lot No. 10, as shown on the Plat entitled "Plat Two WHITES COVE", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 94, folio 35.

Debtor(s) or assignor(s)

_____

_____

_____
(Type or print name under signature)

Home Federal Savings Bank (Seal)
(Corporate, Trade or Firm Name)

Richard W. Phoebus, President
Signature of *Secured Party* or Assignee

RICHARD W. PHOEBUS, PRESIDENT
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

After recording Mail to:
Capitol Title
Attn: Veronica
2200 Defense Highway, Suite 302
Crofton, MD 21114

105

Anne Arundel County- $11.50
Recording Tax- 871.50
$883.00

BOOK 580 PAGE 116 2862254

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
Complete Industries, Inc. 1641 Maryland Rt. 3, Ste. 206 Crofton, MD 21114	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Rene Wojciechowski **Return to Secured Party**

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

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

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

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

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

☐ E. Other.

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: $ 450,000.00

DEBTOR:

Complete Industries, Inc.
(Type Name)

By: _____ 4/20/92

By: _____ 4/20/92

SECURED PARTY:
SIGNET BANK/MARYLAND

By: Kenneth J. Schoo, AVP

Kenneth J. Schoo, AVP
(Type Name)

April 20 92 19 92
(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.

871.50
.50

0012-1071-0000/4

BOOK 580 PAGE 117

RECORDATION TAX CALCULATION

To Anne Arundel Court House

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

Equipment and Other Non-Exempt Property / Total Value of All Collateral	x	Total Amount of Debt	=	Amount Not Exempt from Tax
$ 399,000. / $1,445.000	x	$450,000.	=	$124,256
			Rounded up	124,500
			Tax Rate x	$7.00
				$871.00

Debtor's Signature: 4/20/92 VP

Dated: April 20, 1992

BOOK 580 PAGE 118

2862255

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 04-22-1992 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.
AMBEST SERVICES, INC. **30 BELLEVIEW DRIVE** **SEVERNA PARK, MD 21146**	(X) ORIGINAL FINANCING STATEMENT ( ) CONTINUATION ORIGINAL STILL EFFECTIVE ( ) AMENDMENT ( ) ASSIGNMENT ( ) PARTIAL RELEASE OF COLLATERAL ( ) TERMINATION
Name and address of Secured Party **Annapolis National Bank** **P.O. Box 2279** **Annapolis, MD 21404-2279**	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.

AMBEST SERVICES, INC.	**Annapolis National Bank**
Donald L. Nicholson **By: DONALD L. NICHOLSON, PRESIDENT**	
Signature of Debtor	**Signature of Secured Party**

11.50

2862256

BOOK 580 PAGE 119

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)

X

Haggard, STEPHEN
110 Glenlea Dr.
Glen Burnie, MD. 21060

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

Homeview Contracotrs, Inc.
6045 Falls Rd
Balto., MD. 21209

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

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

1 Sliding Glass Door

Total amount financed $2064.00
recorded in land records
not subject to tax

to perfect a security interest taken or reptained by a seller of collateral to secure all or part of its price

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

Chrysler First
5550 Sterrett Place
Columbia, Md. 21044

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: Homeview Contractors, Inc.
6045 Falls Rd
Balto., Md. 21209

By: Stephen J Haggard
Stephen Haggard Signature(s) of Debtor(s)

By: Sheldon Forchheimer
Signature(s) of Secured Party(ies)

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

BOOK 580 PAGE 120

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)

VALLEY FRESH LAWN SERVICES, L
PO BOX 174
CROWNSVILLE MD 21032
219548263 AA

2 SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265

3 MATURITY DATE (If Any) 150CT99

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No 270197
BK 519 PG 44
Filed with ANNE ARUNDEL MD Date Filed 150CT87

5 ☐ **CONTINUATION** - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective

6 ☒ **TERMINATION** - Secured Party no longer claims a security interest under the financing statement bearing file number shown above

7 ☐ **ASSIGNMENT** - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10

8 ☐ **AMENDMENT** - Financing Statement bearing file number shown above is amended as set forth in Item 10

9 ☐ **RELEASE** - Secure Party releases the collateral described in Item 10 from the financing statement bearing file number shown above

10

Number of Additional Sheets Presented

20APR92

By
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

TO

CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

JOHN DEERE COMPANY

By D. L. Walters Director, Installment Finance For
Signature(s) of Secured Party(ies)

☐ JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
☒ JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM — FORM UCC-3

BOOK 580 PAGE 121

286257

To Be Recorded In:

____ Land Records of Anne Arundel County

__X__ Financing Statement Records of Anne Arundel County

____ State Department of Assessments and Taxation

Subject to Recordation Tax:
Principal Amount is $272,000.00

The appropriate amount of recordation taxes have been paid upon the filing of the Deed of Trust and Security Agreement ("Deed of Trust") recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as additional security in the same loan.

DATE: March 18, 1992

FINANCING STATEMENT

1.	Debtor:	Address:
	ROBERT F. BEALL	P.O. Box 365 Route 3 North Millersville, Maryland 21108
2.	Secured Party:	Address:
	FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION	9171 Baltimore National Pike Ellicott City, Maryland 21043 Attn: Charles C. Holman, Executive Vice President

3. This Financing Statement covers, and the Debtor hereby grants to the Secured Party a security interest in, all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real property situate in Anne Arundel County, Maryland and more particularly described in Exhibit A attached hereto (the "Property"), and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Debtor, and/or in which Debtor may now have or hereafter acquire rights, and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

13.50

(c) all building and construction materials and equipment now or hereafter delivered to the Property and intended to be installed therein; and

(d) all leases, rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Property; and

(e) all of the accounts of the Debtor, including without limitation, all notes, accounts receivable, drafts, acceptances and similar instruments and documents, and all contract rights; and

(f) all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; sewer and water taps, allocations and agreements for utilities, bonds, utility deposits, refunds of fees or deposits paid to governmental authorities; licenses, permits, approvals and applications therefor from governmental authorities; contracts, subcontracts, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional materials, wherever located and whenever created, compiled or made with respect to the Property; and

(g) all of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise; and

(h) 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 aforesaid items are included as security in the Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustee(s), and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral, after-acquired property, substitutions, renewals, replacements, additions or accretions of the above-described property, and all cash and non-cash proceeds thereof, are covered hereunder.

DEBTOR:

Robert F Beall

ROBERT F. BEALL

beall7fs (ws10)

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL THOSE TWO (2) LOTS OF GROUND situate and lying in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Nos. 2 and 8, as shown on the plat entitled "Elmhurst East," which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 139, page 13.

beall7desc.cwj (ws10)
R&E 102-707

BOOK 580 PAGE 124

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

2862?8

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 $ 96,750.00

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

SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor:

J. Douglas Macey
Nanene M. Macey

Mailing Address of Debtor:

252 Providence Rd.
Annapolis, MD 21401

2. Secured Party:

STERLING BANK & TRUST CO., a bank and trust company organized and existing under the law of Maryland,

Address of Secured Party:

Suite 201
111 East Water Street
Baltimore, Maryland 21202

3. 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,

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

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 $96,750.00. 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:

J. Douglas Macey

Nanene M. Macey

Date: MArch 10, 1992

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

BOOK 580 PAGE 126

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

FINANCING STATEMENT

by

J. Douglas Macey, Debtor
Nanene M. Macey

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

BEING KNOWN AND DESIGNATED as Lot No Thirty-Eight (38), Section "V" as shown on Plat of Glen Isle (Blocks E, F, G, H, U & V) prepared by J.R. McCrone, Jr., Surveyor, dated May 5, 1949, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 21, page 37.

ALL SERVICE TITLE CO., INC.
438 CRAIN HWY., N.W.
GLEN BURNIE, MD 21061
760-0340

RETURN TO: EXPRESS TITLE COMPANY
TWO ROCKLEDGE CENTRE
6701 ROCKLEDGE DRIVE
SUITE 250
BETHESDA, MD 20817

BOOK 580 PAGE 127

(4)

FINANCING STATEMENT

286259

TO: _____ Financing Records, State Department of Assessments and Taxation

_/_ 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, IF ANY, HAVE BEEN PAID IN CONNECTION WITH A DEED OF TRUST RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF THE JURISDICTION IN WHICH THE LAND AND PREMISES HEREINABOVE DESCRIBED IS LOCATED AND GIVEN AS SECURITY IN CONNECTION WITH THE SAME LOAN.

THIS FINANCING STATEMENT, dated the 10th day of April, 1992, is presented for filing pursuant to the Maryland Uniform Commercial Code.

RECORD FEE 14.00
POSTAGE .50
#A0890 CHG# R02 T10:28
05/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. Debtor's name and address:

Patrick A. Butcher
Lisa A. Butcher
3445 Larkington Drive
Edgewater, Maryland 21039

2. Secured Party's name and address:

Metropolitan Bank, N.A.
1455 F Street, N.W.
Banksuite 200
Washington, DC 20004-1004
Attn: Thomas P. Gallup

3. This Financing Statement covers the following property to be utilized in or realized from the use and occupancy of improvements on the land described in that certain Deed of Trust of even date herewith from the Debtor to Stephen A. Horvath and Thomas P. Gallup, Trustees, for the benefit of the Secured Party, and to be recorded among the land records of Anne Arundel County, Maryland, simultaneously with the filing hereof:

A. All the as built plans, surveys, appliances, fixtures, building materials, equipment nor or hereafter delivered to, installed in, affixed to, placed upon, or used in connection with the land and premises described in Exhibit "A" attached hereto, and all replacements thereof, additions thereto and substitutions thereof; and

B. All of the other personal property of the Debtor now

14.00
50

or hereafter located on the premises described below and necessary to the use and occupancy thereof; and

C. All awards and other payments in respect of any taking (as described in the Deed of Trust) and all insurance proceeds (as described in the Deed of Trust) in respect of any of the foregoing, together with all amounts received by the Trustee, or the Secured Party, or expended by the Trustee or the Secured Party pursuant to the Deed of Trust; and

D. All of the Debtor's right, title and interest in and to all leases of the land and premises described in Exhibit "A" attached hereto, and the rent and security deposits payable thereunder; and

E. All of the proceeds, issues and profits of the security property described in Exhibit "A".

4. Said Deed of Trust secures an obligation of the Debtor to the Secured Party in the principal amount of ~~$81,433.52~~ $86,736.78, which obligation has a maturity date of four (4) years from the date hereof.

5. Proceeds and products of all the collateral are also covered by this Financing Statement.

6. The real property covered by the aforesaid Deed of Trust is owned by the Debtor and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

DEBTOR:

_____(SEAL)
Patrick A. Butcher

Lisa A. Butcher _____(SEAL)
Lisa A. Butcher

Metroban\gbffin.stm

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is located in Anne Arundel Count, Maryland and is described as follows:

AS TO PARCEL ONE:

BEING KNOWN AND DESIGNATED as Lot 4032R as shown on a plat of Woodland Beach prepared for Thomas Van Vliet, which plat is recorded among the Land Records of Anne Arundel County in Liber 3004, folio 444.

The improvements thereon being known as No. 134 Oakwood Road.

AS TO PARCEL TWO:

Lot numbered Twenty-Two (22), and part of Lot Twenty-One (21), as shown on a plat of "Land Near Camp Parole", recorded among the Plat records of Anne Arundel County in Plat Book 8, No. 25, excepting the bed of Forest Drive conveyed in Liber 177 at folio 484. Said property being more particularly described as follows:

BEGINNING for the same at an iron pipe now set at the common corner of Lot Numbers 2, 3, 22 and 23 shown on the Plat of "Land Near Camp Parole, Subdivided for R. L. Moss October 20, 1927" -- filed among the Plat Records of Anne Arundel County in Plat Book 8, folio 25; thence leaving said beginning point so fixed and said Lots numbers 2 & 3 and running with the divisional line between Lots Numbers 22 and 23 -- South 02 degrees 02' 30" West 141.03 feet to an iron pipe now set on the northernmost side of Forest Drive; thence leaving said Lot Number 23 and running with said side of Forest Drive Twenty (20) feet as measured at right angles from the center line of paving -- North 79 degrees 43' West 60.63 feet to an iron pipe now set; thence leaving said side of Forest Drive and running through Lot Number 21 for a new divisional line North 02 degrees 02' 30" East 132.34 feet to an iron pipe now set in a chain link fence; thence running with said fence and the divisional line between Lots Numbers 1, 2 and 21 and 22 shown on said Plat -- South 87 degrees 57' 30" East 60.0 feet to the place of beginning. According to a survey and plat made by Edward Hall III & Associates, P.A. Professional Land Surveyors in July, 1976.

BEING all of Lot Number 22 and half of Lot Number 21 shown on said Plat of "Land Near Camp Parole, Subdivided for R. L. Moss October 20, 1927" -- recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 25; excepting the area contained within the bed of Forest Drive conveyed by William Meredith to the County Commissioners of Anne Arundel County by Deed dated April 28, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 177, folio 484.

AS TO PARCEL THREE:

Lots numbered Fifty-Nine (59) and Sixty (60), as shown on the Plat of Woodland Beach, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 8, at Plat No. 8.

230851

FINANCING STATEMENT

BOOK 580 PAGE 130

☐ Not subject to recordation tax
☒ Subject to recordation tax on principal amount of $15,000.00

286260

1. Name of Debtor(s): ETC Beauty Salon, Inc.
Address: 7970 Crain Highway
Glen Burnie, MD. 21061

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
~~Silver Spring, Maryland 20910~~
7984 Crain Highway
Glen Burnie, MD. 21061

3. This Financing Statement covers the following types (or items) of property:
All inventory of Debtor, whether now owned or hereafter acquired;
All equipment of Debtor, whether now owned or hereafter acquired;
All furniture and fixtures;
together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the forgoing property.

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

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

☒ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s): ETC Beauty Salon, Inc.

Rena Ann Wolf (Pres.)
Rena Ann Wolf, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Denise Sutton
Denise Sutton, Branch Officer
(Type Name and Title)

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

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

165.50

045-580/3 Rev. 5/86

PARTIES

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

BRENDA C. RICHARDS
7733 TELEGRAPH ROAD, LOT 29
SEVERN MD 21144 1

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

7733 TELEGRAPH ROAD, LOT 29
SEVERN MD 21144 1a

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

1b

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

OLYMPUS HOMES

PO BOX 532/5 LEEDS RD.
HANOVER MD 21076 2

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

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192 2a

Special Types of Parties (check if applicable):

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

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

☐ Debtor is a Transmitting Utility. 3

SECURED PARTY SIGNATURE(S)

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

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

b. ☐ as to which the filing has lapsed.

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

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

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

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

OLYMPUS HOMES
Diana L. Haught, 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):

T92982

BOOK 580 PAGE 131

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:

1988 OCILLA SOUTHBAY
14 X 70 SERIAL# H300BS7714GA 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. DOC FEE 11.00 9

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

a. ☐ crops growing or to be grown on - #373300 0283 R01 T14:1T
b. ☐ goods which are or are to become fixtures on -
c. ☐ minerals or the like (including oil and gas) as extracted on - 05/01/92
d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on - MARY M. ROSE

the following real estate: AA CO. CIRCUIT COURT

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):

BRENDA C. RICHARDS

1a Brenda L Richards

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.

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

STATE OF MARYLAND BOOK 580 PAGE 132 286262

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 /Consignee

Name Finlay Fine Jewelry Corporation

Address 521 Fifth Avenue, New York, New York 10175

2. SECURED PARTY

Name Originel Designs/Femor, Inc.

Address 44-40 11th Street

Long Island City, NY 11101

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

3. Maturity date of obligation (if any) _____

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

Consignment: See Schedule A etteched hereto end made e pert hereof.

Filed with: Anne Arundel County, MD

Name and address of Assignee

RECORD FEE 11.00
06f3735-4 RECEIVED 30.50
#373310 D263 R01 T14:18
05/01/92
MARY M. ROSE
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)

BONNI G. DAVIS, V.P.
(Signature of Debtor)

Finley Fine Jewelry Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Originel Designs/Femor, Inc.
Type or Print Above Signature on Above Line

BOOK 580 PAGE 133

SCHEDULE A TO FINANCING STATEMENT
BY ORIGINAL DESIGNS/FAMOR, INC. ("Consignor"),
AGAINST
FINLAY FINE JEWELRY CORPORATION ("Consignee")

This financing statement is filed as a memorandum of certain consignment transactions, pursuant to the Consignment Agreement dated as of March 30, 1992 by and between Consignee and Consignor (as the same may be amended, restated, supplemented or otherwise modified from time to time), covering jewelry and jewelry related items, whether bearing the trademark ODI or otherwise (including, without limitation, rings, bracelets, necklaces, chains, watches, earrings, pins and other jewelry and jewelry related items), which may at any time now or hereafter be consigned or delivered, directly or indirectly, by Consignor to or for the account or benefit of Consignee, wherever located.

DOC #571243

286263

BOOK 580 PAGE 134

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)
COATES, JAMES A. 5560 SUDLEY ROAD TRACY'S LANDING, MD 20779	FORD NEW HOLLAND CREDIT CO. PO BOX 36387 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 ALLIS CHALMERS 5045 TRACTOR, SER.#480S988561.

RECORDING FEE 11.00

Check if covered: ☐ Proceeds of collateral covered ☐ Products of collateral covered A1123400 C253 R01 T14:36

4. This transaction is exempt from the Recording Tax.
"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT" 05/01/92

Filed with:

MARY M. ROSE

AA CO. CIRCUIT COURT

James A Coates
(SIGNATURE OF DEBTOR)
JAMES A. COATES

(SIGNATURE OF DEBTOR)

FORD NEW HOLLAND CREDIT CO.
(NAME OF SECURED PARTY)
BY
CHRIS HANBURGER

FNCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED PRINTED IN U.S.A.

286264

BOOK 580 PAGE 135

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)
HERSHNER, CARLTON H. 191 MELODY LANE ARNOLD, MD 21012	FORD NEW HOLLAND CREDIT CO. PO BOX 36387 RICHMOND, VA 23235

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

05/01/92
RECORDING FEE 11.00

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

1 NEW FORD GT65 LAWN TRACTOR, SER.#T600130. 1 NEW FORD 9828540 MOWER DECK, SER.#TN00729.

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:

C. H. Hershner Sr
(SIGNATURE OF DEBTOR)
CARLTON H. HERSHNER
(SIGNATURE OF DEBTOR)

FORD NEW HOLLAND CREDIT CO.
(NAME OF SECURED PARTY)
BY: Chris Hanburger
CHRIS HANBURGER

MARY M. ROSE
ANNE ARUNDEL CO. CIRCUIT COURT

FNCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED
PRINTED IN U.S.A.

BOOK 580 PAGE 136

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)

Mr. Tire Inc.
710 N. Ritchie
Glen Burnie, M D 21061

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

MICHELIN TIRE CORPORATION
One Parkway South
PO Box 19001
Greenville, SC 29602-9001

For Filing Officer (Date, Time and Filing Office)

DJ

RECORD FEE 10.00
#373430 0263 M01 T14:43
05/01/92

4. This statement refers to original Financing Statement bearing File No. 233168

Filed with Anne Arundel County Date Filed 6/26/80 19

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

10 -

No. of additional Sheets presented:

MICHELIN TIRE CORPORATION

By: Jeanette Roberts
Signature(s) of Secured Party(ies)

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

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 580 PAGE 137

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. 273 593

RECORDED IN LIBER 529 FOLIO 147 ON 7/5/88 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.

Address 407 S. Crain Hwy, Ste. 200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Asso.

Address 7711 Quarterfield Road, Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

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

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

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

to add the following equipment: one (1) 1978 Fountaine Trailer
s/n 30508 w/Dunbar Unloader

RECORDING FEE 10.00
POSTAGE .50
0373440 0763 R01 T14:45
05/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT

10

TransFinancial Leasing Corp.

Irvin E. Klein
(Signature of Debtor)

IRVIN KLEIN
CONTROLLER
Type or Print Above Name on Above Line

Irvington Federal Savings and Loan Asso.

Susan L. Thompson
(Signature of Secured Party)

Susan L. Thompson, Vice President
Type or Print Above Name on Above Line

Dated

chrb.sa
filed in Anne Arundel County

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

FOR OFFICE USE ONLY

Maturity date (if any):

Debtor(s) Name (Last Name, First) Complete Address

Command Technologies, Inc.
2600 Cabover Drive, Suite M
Hanover, MD 21076

MOR-2016

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

Maturity date (if any):

FOR OFFICE USE ONLY

BOOK 580 PAGE 138

286265

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

One new unit Mori Seiki CNC Lathe, Model SL-15, Serial #1400, with Fanuc OTF Control, 120mm Memory, Full View Glass, one Chip Conveyor, one SMW Barfeeder for capacity of Lathe, one 2-Pressure Chuck System, one 2-Pressure Tailstock System, Work Counter, Total Counter, Tool Presetter and all other Standard Accessories.

NOT SUBJECT TO RECORDATION TAX BECAUSE THE EQUIPMENT IS BEING PURCHASED BY THE DEBTOR FROM THE SECURED PARTY. SECURED PARTY IS THE SELLER.

TAX

RECORD FEE 11.00
POSTAGE .50
#432970 C489 R02 T11:09
05/04/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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. ( )

( ) Filed with Register of Deeds and Mortgages of County. ( ) Secretary of State

(XX) Filed with the County Clerk of Anne Arundel County.

Signature(s) of Debtor(s)

COMMAND TECHNOLOGIES, INC.
George Braswell, President

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 ~~New Jersey~~ Maryland

STANDARD FORM – UNIFORM COMMERCIAL CODE – FORM UCC-1. (Rev. 9/81)

11 by 8½

BOOK 580 PAGE 139

2862266

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.	RECORD FEE 11.00 POSTAGE .50 #43880 C489 R02 T11:10 05/04/92 MARY M. ROSE AA CO. CIRCUIT COURT
Index numbers of subsequent statements (For office use only)	

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed. ROANOKE MOULDING DESIGN, INC. 7251 National Drive Hanover, MD 21076	Check the box indicating the kind of statement. Check only one box. (X) ORIGINAL FINANCING STATEMENT ( ) CONTINUATION-ORIGINAL STILL EFFECTIVE ( ) AMENDMENT ( ) ASSIGNMENT ( ) PARTIAL RELEASE OF COLLATERAL ( ) TERMINATION
Name & address of Secured Party Central Fidelity Bank 111 Franklin Plaza Roanoke, VA 24032	Name & address of Assignee
Date of maturity if less than five years	Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement
Accounts and Inventory of the debtor, whether now owned or hereafter acquired.

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:

ROANOKE MOULDING DESIGN, INC. By: _____ Signature of Debtor if applicable (Date)	CENTRAL FIDELITY BANK By: _____ AVP Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82

STATE OF MARYLAND BOOK 580 PAGE 140

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286267

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

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

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

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

1. DEBTOR

Name M. Brooks & Elizabeth Stallings Stallings TV Inc.

Address 1429 Old Annapolis Blvd. Arnold, MD 21012

2. SECURED PARTY

Name Major Video Concepts, Inc

Address P.O. Box 15660
Richmond, VA 23227-5660

RECORD FEE 13.00
POSTAGE .50
#432890 C499 R02 T11:11
05/04/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

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

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

All inventory of the Debtor distributed by the Secured Party, including, without limitation, all prerecorded video tapes, video discs, blank video cassettes, and video accessories, whether now or at any time hereafter, owned by or in the custody or possession, and all accession, additions, replacements and substitutions thereof, and all proceeds arising from the sale or disposition of any such inventory, including, without limitation, any accounts, contract rights, chattel paper, deposit accounts, warehouse receipts, certificates of deposit, money or any other evidences of payment, any returns thereof, and insurance proceeds thereon.

Name and address of Assignee

N/A

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

M. Brooks Stallings
(Signature of Debtor)

M. Brooks Stallings
Type or Print Above Name on Above Line

Elizabeth Stallings
(Signature of Debtor)

Elizabeth Stallings
Type or Print Above Signature on Above Line

R.E. Mitchell, Jr.
(Signature of Secured Party)

R.E. Mitchell, Jr.
Type or Print Above Signature on Above Line

B00 S0

STATE OF MARYLAND

BOOK 580 PAGE 141

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 229723

RECORDED IN LIBER 419 **FOLIO** 25 **ON** 29 NOV 1979 **(DATE)**

CONT 12 SEP 91 572-223

1. DEBTOR

Name SOUTHWARD CORPORATION dba OUTDOOR POWER

Address 436 CHINQUAPIN ROUND ROAD, ANNAPOLIS, MD 21401 AND 2431 CROFTON LANE, CROFTON, MD 21114

2. SECURED PARTY

Name JOHN DEERE COMPANY

Address 4401 BLAND ROAD, SUITE 200, RALEIGH, NC 27609

RECORD FEE 10.00
POSTAGE .50
#432900 C489 R02 T11:11
05/04/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

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

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

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

"AMENDMENT"

PLEASE AMEND SECURED PARTY NAME TO READ:

JOHN DEERE COMPANY-A DIVISION OF DEERE & COMPANY

XX SOUTHWARD CORPORATION, dba OUTDOOR POWER

Kenneth K Wayne

Dated 22 APRIL '92

JOHN DEERE COMPANY

James E Moore

(Signature of Secured Party)

JAMES E. MOORE REGST MANAGER

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 580 PAGE 142

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272208

RECORDED IN LIBER 524 **FOLIO** 601 **ON** 29 MAR 88 **(DATE)**

1. DEBTOR

Name SOUTHWARD CORPORATION dba OUTDOOR POWER

Address 436 CHINQUAPIN ROUND ROAD, ANNAPOLIS, MD 21401 AND 2431 ~~XXXXXXXX~~ CROFTON LANE, CROFTON, MD 21114

2. SECURED PARTY

Name JOHN DEERE COMPANY

Address 4401 BLAND ROAD, SUITE 200, ~~XXXXXXXXXX~~ RALEIGH, NC 27609

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

RECORD FEE 10.00
POSTAGE .50
#432910 C489 R02 T11:12
05/04/92
MARY M. ROSE
CLK. 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.)

"AMENDMENT"

PLEASE AMEND SECURED PARTY NAME TO READ:

JOHN DEERE COMPANY-A DIVISION OF DEERE & COMPANY

SOUTHWARD ~~XXXXXXXX~~ CORPORATION dba OUTDOOR POWER

Dated 22 April 92

JOHN DEERE COMPANY

(Signature of Secured Party)

JAMES E. MOORE CREDIT MANAGER

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 580 PAGE 143

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276825

RECORDED IN LIBER 539 **FOLIO** 420 **ON** 5 APR 89 **(DATE)**

1. DEBTOR

Name CYCLE CITY CORP. dba MARC'S HONDA, CAGIVA, DUCATI, HUSQVARNA

Address 22 HAMMONDS LANE, BALTIMORE, MD 21225

2. SECURED PARTY

Name JOHN DEERE COMPANY

Address 4401 BLAND ROAD, SUITE 200, RALEIGH, NC 27609

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

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

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

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

RECORD FEE 10.00
POSTAGE .50
#432920 C489 R02 T11:12
05/04/92
MARY M. ROSE
AA CO. CIRCUIT COURT

PLEASE AMEND SECURED PARTY NAME TO READ:

JOHN DEERE COMPANY-A DIVISION OF DEERE & COMPANY

CYCLE CITY CORP. dba MARC'S HONDA, CAGIVA, DUCATI, HUSQVARNA

Pres

Dated 4/21/92

JOHN DEERE COMPANY

(Signature of Secured Party)

JAMES E. MOORE
CREDIT MANAGER

Type or Print Above Name on Above Line

BOOK 580 PAGE 144

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 234227

RECORDED IN LIBER 429 **FOLIO** page 89 **ON** 9-8-80 **(DATE)**

1. DEBTOR

Name Hawley Fuel Corporation

Address Empire State Building, Suite 8004, New York, NY 10118

2. SECURED PARTY

Name Chemical Bank

Address 20 Pine Street, New York City, NY 10005 cc1133

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.)

Assign to] Chemical Bank
200 Jericho Quadrangle
Jericho, NY 11753

RECORD FEE 10.00
POSTAGE .50
#432940 C489 R02 T11:16
05/04/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Anne Arundel County, MD

Dated 4-20-92

Rosalind Balducci
(Signature of Secured Party)

Rosalind Balducci
Type or Print Above Name on Above Line

10.50

BOOK 580 PAGE 145

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 234228

RECORDED IN LIBER 429 **FOLIO** page 90 **ON** 9-8-80 **(DATE)**

1. DEBTOR

Name Hawley Fuel Trading inc.

Address Empire State Building, Suite 8004, New York, nY 10118

2. SECURED PARTY

Name Chemical Bank

Address 20 Pine Street, New York City, NY 10005 cc1133

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.)**

Assign to] Chemical Bank
200 Jericho Quadrangle
Jericho, NY 11753

RECORD FEE 10.00
POSTAGE .50
#432950 C489 R02 T11:17
05/04/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Anne Arundel Cty., MD

Dated 4-20-92

Chemical Bank
(Signature of Secured Party)

Type or Print Above Name on Above Line
Rosalind Balducci

10.00
SD

BOOK 580 PAGE 146

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 234229

RECORDED IN LIBER 429 **FOLIO** page 91 **ON** 9-8-80 **(DATE)**

1. DEBTOR

Name Hawley Fuel Coal, Inc.

Address Reliance Building, P.O. Box 188, Altoona, PA 16603

2. SECURED PARTY

Name Chemical Bank

Address 20 Pine Street, New York City, NY 10005 cc1133

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.)

Assign to] Chemical Bank
200 Jericho Quadrangle
Jericho, NY 11753

Anne Arundel Cty., MD

RECORD FEE 10.00
POSTAGE .50
#432960 C489 R02 T11:17
05/04/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated 4-20-92

Rosalind Balducci
(Signature of Secured Party)

Rosalind Balducci
Type or Print Above Name on Above Line

10 00
12

STATE OF MARYLAND

BOOK 580 PAGE 147

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271393

RECORDED IN LIBER 522 **FOLIO** 313 **ON** 1/25/88 **(DATE)**

1. DEBTOR

Name American Marketing & Graphics, Inc.

Address 424 4th Street, Suite C, Annapolis, MD 21403

2. SECURED PARTY

Name Pittsburgh National Bank

Address Fifth Avenue & Wood St., Pgh., PA 15265, Loan Doc. Center (024)

Piper & Marbury, Charles Center South, 36 S. Charles St., Baltimore, MD 21201

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

Attention: Dianna L. Brown, Esq.

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
#432970 C489 R02 T11:21
05/04/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated 4/23/92

Pittsburgh National Bank

(Signature of Secured Party)

E. Wayne Price, Vice President

Type or Print Above Name on Above Line

10.00

BOOK 580 PAGE 148 286268

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)

Hayward Baker Inc.
1875 Mayfield Road
Odenton, MD 21113

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

Giles & Ransome, Inc.
2975 Galloway Road
Bensalem, PA 19020

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

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

One (1) CATERPILLAR Model IT28B Integrated Tool Carrier
Serial Number 1HF02389

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

This stotement is filed without the debtor's signoture to perfect o security interest in collaterol. (check ☒ if so)
☐ olready subject to a security interest in another jurisdiction when it wos brought into this state.
☐ which is proceeds of the originol colloterol described obove in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☒ Proceeds of Collaterol are olso covered. ☐ Products of Colloterol are alsa covered. No. of additionol Sheets presented:

Hayward Baker Inc.

By: _____ 11/30
Signature(s) of Debtor(s) Title

Giles & Ransome, Inc.

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

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

A.A.
6

BOOK 580 PAGE 149

, MARYLAND

280269

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

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

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

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

This financing statement dated 4/29/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. **DEBTOR**

Name ROBERT W NOVOTNY

Address 2306 DAIRY FARM RD GAMBRILLS MD 21054

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)

1 NEW HOLLAND Model B-124 BACKHOE Attachment

SN CL1516

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 W. Novotny

(Signature of Debtor)

ROBERT W. NOVOTNY

Type or print above Signature on above line

(Signature of Debtor) 1/5/92

(Signature of Secured Party)
Security Ford New Holland, Inc.
Thomas J. Drescher, President

PARTIES

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

RAY NEAL MARTIN
SUMMERHILL MHP LOT #29
CROWNSVILLE MD 21032 1

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

SUMMERHILL MHP LOT #29
CROWNSVILLE MD 21032 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 MH OF LAUREL, MD

10039 N. SECOND AVENUE
LAUREL MD 20707 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 MH OF LAUREL, MD
Diana K. Staught, 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 580 PAGE 150 2852?0

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:

1992 FLEETWOOD ENTERPRISES LAKE SPRING
28 X 52 SERIAL# NCFLN69A(B)05689-LS 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 RAY NEAL MARTIN X Ray Neal Martin

1a

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.

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

BOOK 580 PAGE 151

286271

FINANCING STATEMENT

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

RECORDATION TAX ON THE
PRINCIPAL AMOUNT OF
$490,000 HAS BEEN PAID
TO THE CLERK OF THE COURT
FOR ANNE ARUNDEL COUNTY

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

RECORD FEE 17.00
POSTAGE .50
#433280 C489 R02 T15:38
05/04/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. Debtor:

Parke West Development Corporation

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. This Financing Statement covers:

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

17.00
SD

(b) The reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases and contracts of sale with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land;

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

(d) All the rights, title, interest and privileges which the Debtor as seller has or may have in the contracts of sale now existing or hereafter made, and affecting the herein described land, as such contracts may have been, or may from time to time be, modified, extended and renewed, with all deposits, proceeds, income and profits due and becoming due therefrom.

4. The aforesaid items are included as security in an Assignment of Contracts and Other Income and Security Agreement ("Assignment of Contracts") from Debtor to Secured Party and in a Deed of Trust, Assignment of Rents and Security Agreement ("Deed of Trust") given by Debtor to Frank J. Scarangello and Raymond E. Schlissler, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

Any partial release of the Deed of Trust and/or the Assignment of Contracts shall also act as a partial termination of this Financing Statement with respect to the land and other property described in such partial release of the Deed of Trust and/or the Assignment of Contracts.

5. Proceeds of collateral are covered hereunder.

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

Debtor:

PARKE WEST DEVELOPMENT CORPORATION,
a Maryland corporation

By: _____ (SEAL)
Gary W. Koch,
President

Dated: May 1, 1992

Please return to:

Sandra H. Darby, Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201

32:1253
FINANCING.STATEMENT

EXHIBIT A

BEGINNING FOR THE SAME at a point marking the beginning of the first line of the 1.5 acre conveyance conveyed from Stanley B. Warfield to William E. Cowsill and Iva E. Cowsill by Deed dated July 6, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3502, Folio 750; thence leaving said point of beginning so fixed and running with and binding along said first line of the aforesaid 1.5 acre conveyance as now surveyed,

1) South 09 degrees 10 minutes 14 seconds East 231.49 feet; thence running with and binding along the second line of the aforesaid 1.5 acre conveyance and running reversely with the closing line of the said 1.47 acre conveyance from Stanley B. Warfield to William E. Cowsill and Iva E. Cowsill by Deed dated July 6, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3502, Folio 756; as now surveyed,

2) North 89 degrees 31 minutes 10 seconds East 432.00 feet; thence running with and binding along the East boundary of the said 1.47 acre conveyance as now surveyed,

3) North 15 degrees 36 minutes 35 seconds West 290.04 feet, and

4) North 32 degrees 38 minutes 48 seconds West 165.00 feet; thence running reversely with and binding along the second line of the said 1.47 acre conveyance and running with and binding along the closing line of the said 1.5 acre conveyance as now surveyed,

5) South 57 degrees 21 minutes 12 seconds West 358.45 feet to the point of beginning.

Containing in all 3.116 acres of land, more or less.

mf2/4.cowsill.des

BOOK 580 PAGE 155 286272

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. $ 50,000

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

This financing statement Dated 4 May 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 45.00
RECORD TAX 350.00
POSTAGE .50

#433520 C489 R02 T16:1(
05/04/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. **DEBTOR**

Name Calltaker, Inc.

Address 238 West Street, Annapolis, MD 21401

2. **SECURED PARTY**

Name Arthur Rosenfeld

Address 160 Southampton Ave., Berkeley CA 94707

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

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

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

All of the machinery, equipment, furniture, and accounts of the secured party, including, but not limited to, the machinery and equipment secured hereby and described on the attached sheet, and all products and proceeds of any of the foregoing. Including but not limited to accounts receivable and telephone accounts.

Gardner S. McBride
President
Calltaker, Inc.

CHECK ☒ THE LINES WHICH APPLY

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

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

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

Calltaker, Inc.
(Signature of Debtor)

Gardner S. McBride, President
Type or Print Above Name on Above Line

Gardner S. McBride, President
(Signature of Debtor)

Type or Print Above Signature on Above Line

Art Rosenfeld
(Signature of Secured Party)

Arthur Rosenfeld
Type or Print Above Signature on Above Line

45.00
350.00
.50

ALSTON, a MARK IV CO.
1600 S. Mountain Ave
Duarte, CA 91010-2744

BOOK 580 PAGE 156

QUOTATION EXHIBIT "A"
QUOTE NO:14006NER.2
DATE:17 Feb 1989
PAGE:1 of 6

TO: Calltaker, Inc.
238 West Street
Annapolis, Maryland 21401

Contact: Gardner McBride
Phone: (301) 263-9213

The equipment supplied under this agreement is configured in accordance with the TASCOM Engineering Specifications and the configuration provided to Alston.

ITEM	MODEL AND DESCRIPTION	PRICE	ESTIMATED MONTHLY LEASE (2)
1	Standard TASCOM Senior System equipped as follows: (detailed equipment list attached - see EXHIBIT A, pages 5 to 6) 10 Operator/Supervisor Consoles (Expandable to 32) Redundant Hard Disks, Disk Controllers, & Disk Power Supplies Standby Call Processing Two-way Interactive Magnetic Tape Archive (60 Mb) Speakerhold (Listen over hold) Message Index Capability Dual Headset Jacks 20 Two-way Trunks (Expandable to 96) (5) 18 DID Trunks (Expandable to 96) (5) System Printer for Management, Operator, Traffic, and Billing Reports On Premises Maintenance Printer Off Premises Maintenance Printer System Spares System Installation Acceptance Test Procedure (ATP) On-site Operator Training Automated Operator Training Management Training Maintenance Training 24 Hour Telephone Support 24 Hour Remote Computer Diagnostics	$177578.00	

ALSTON, a MARK IV CO.
1600 S. Mountain Ave
Duarte, CA 91010-2744

BOOK 580 PAGE 157

QUOTATION EXHIBIT "A"
QUOTE NO:14006NER.2
DATE:17 Feb 1989
PAGE:2 of 6

TO: Calltaker, Inc.
238 West Street
Annapolis, Maryland 21401

ITEM	MODEL AND DESCRIPTION	PRICE	ESTIMATED MONTHLY LEASE (2)
2	Universal Interface Options Amtelco PLC Interface 9 Concentrators 33 Trunks (Expandable to 80) (5)	$10920.00	
	Candela Model ** Interface ** Concentrators ** Trunks (Expandable to 96) (5)	Not Quoted	
	Digital Alarm Interface ** Trunks (Expandable to 96) (5)	Not Quoted	
	Direct Line Termination 4 Lines (Expandable to 96) (5)	$5305.00	
3	Voice Store and Forward Interface(s) Pass Through Interface Switched Interface Enhanced Switched Interface	N/C $6250.00 $4685.00	
4	Remote Service Observation (RSO)	$5620.00	
5	Customer Assignable Auto Answer Unit	Included in item 7	
6	Directory Software Directory Hardware (1)	$2495.00	
7	Remote Terminal Interface Customer Assignable Auto Answer Automatic Check-in (Up to 12 Ports) (5) Alphanumeric Paging Interface Remote Printer Interface (Up to 8 Ports/Modems)	$22475.00	--
8	System Control Redundancy (3)	Not Quoted	
9	Administrative Processor (1) Hardware (Also Used with Directory) Software (Billing Data Posting, Accounts Receivable, Invoicing, and General Ledger)	Not Quoted $4075.00	

ALSTOM, & MARK IV CO.
1600 S. Mountain Ave
Duarte, CA 91010-2744

BOOK 580 PAGE 158

QUOTATION EXHIBIT "A"
QUOTE NO:14006NER.2
DATE:17 Feb 1989
PAGE:3 of 6

TO: Celltaker, Inc.
238 West Street
Annapolis, Maryland 21401

ITEM	MODEL AND DESCRIPTION	PRICE	ESTIMATED MONTHLY LEASE (2)
10	Audio Cassette Training Program	$1495.00	
11	10 TASCOM Remote Teleprinter	No Charge	
12	Alston Concentrators, Redundant (3)	Not Quoted	
13	Optional Supplemental Spares	$18045.00	
	Retail List Price, Standard System	$258943.00	
	Discount	$71943.00	27.72
	Net Sell Price, Standard System (4)	$187000.00	

BostonTech VoiceMail 62915.00
249,915.00
LanLite (6,291.50) 10% of VoiceMail
243,623.50
Plus Fld Feature + Program 6,500.00
Total 250,123.50

ALSTON, a MARK IV CO.
1600 S. Mountain Ave
Duarte, CA 91010-2744

BOOK 580 PAGE 159

QUOTATION EXHIBIT "A"
QUOTE NO:14006NER.2
DATE:17 Feb 1989
PAGE:4 of 6

TO: Calltaker, Inc.
238 West Street
Annapolis, Maryland 21401

NOTES, UNLESS OTHERWISE SPECIFIED:

1) Materials referenced under this note are warranted per the original equipment manufacturers warranty terms and conditions.

2) Estimated Monthly Lease Payments: The rates shown within this quotation are for reference only. The estimated monthly lease payment is based on a sixty (60) month term lease with a one ($1) dollar residual. Actual monthly lease payments are subject to credit approval, conditions of the third party lessor, term of the lease, and the current lease rate of the lessor at the time of purchase.

3) If Alston Concentrators are required, and the system is equipped with the optional "System Control Redundancy", Redundant Alston Concentrators are required. Alston Redundant Concentrators can only be used with systems equipment with "System Control Redundancy".

4) Prices quoted within this Quotation do not include applicable freight and taxes.

5) The maximum number of Input Trunks is 96. The maximum number of two-way trunks and Auto Check-in Trunks is 96.

This quotation shall remain firm for 30 days from the date hereon unless modified in writing by ALSTON. Any contract resulting from this Quotation must be signed in Duarte, California by a duly AUTHORIZED REPRESENTATIVE OF ALSTON, and is subject to the TERMS and CONDITIONS of the ALSTON DIRECT SALES AGREEMENT.

TERMS:
FOB Duarte, CA
Approved third party lease, or
Irrevocable letter of credit.

John E. Hudson
TASCOM Product Manager
ALSTON, a MARK IV Company
(818) 357-2121

BOOK 580 PAGE 160

EXHIBIT "A"
QUOTE NO:14006NER.2
DATE:17 Feb 1989
PAGE: 5 of 6

Name:Mr.Gardner McBride
Title:President
Co:Calltaker, Inc.
Addr:238 West Street
Annapolis, Maryland 21401

QTY	PART NO.	DESCRIPTION
1	1741A	Dual Disk Drive System
1	1891	Disk Control/Printer/Arbiter
1	1370245	Printer Kit
1	1365909-xxx	Cable
1	1365901-xxx	Cable
1	1365477	Cable
1	1875	Magnetic Tape Drive System
1	1365952-xxx	Remote-Mag Tape cable
1	1365947-xxx	Alarm Cable
1	1892	Operator Interface
1	1370244	Operator Interface Kit
5	1381564-01	Video Generator
10	1876A	Operator Station
10	1365577-xxx	Audio Control Cable
10	1365638-xxx	Video Cable
1	1893	Distributor Control
1	1381516-01	TT Generator Receiver
1	1365681-025	Cable
3	1894	Distributor
24	1388002	Crosspoint Matrix
6	1388077-01	Crosspoint Matrix III
10	1388020	Trunk Interface
5	1388022-1	Ground Start Interface
6	1365681-025	Cable
2	1897	Universal Interface
5	1388023	DID Trunk Interface
9	1388074	Candela Mod 31 Interface
2	1388081	Eight Port I/O
1	1388074	Direct Line Terminator
2	1365681-xxx	Cable
1	1399290	Alarm Unit
1	1360083-2	Cabinet, Basic
1	1360083-3	Cabinet, Expansion
1	1370240	System Printer
1	1703	Report Printer
1	1707	Maintenance Printer
1	1370193-016	Installation, 1-16 Stations
1		System Training
1	1899A	Automatic Check-In Unit
1	1896	Remote Printer Interface Unit
1	1370215	Printer Interface Kit
1	1370216	Alphanumeric Protocol Kit
1	1370259	VSF Expansion Kit
1	1388021-1	Loop Cont/Call In Intf
3	1388059-2	Ground Start Interface
3	1365681-025	Cable
1	1853	Remote Observation Unit
9	1114071	"T" Connector
9	1365638-xxx	Video Cable
9	1365865-xxx	Audio Cable

Name: Mr. Gardner McBride
Title: President
Co: Calltaker, Inc.
Addr: 238 West Street
Annapolis, Maryland 21401

EXHIBIT "A"
QUOTE NO: 14006NER.2
DATE: 17 Feb 1989
PAGE: 6 of 6

QTY	PART NO.	DESCRIPTION
9	365856	Audio Adapter Cable
1	365867	Monitor Cable
1		Generic System Software
1		Amtelco Interface
1		Direct Line Termination
1		Voice Mail Interface, Switched
1		Voice Mail Interface, Enhanced
1		Directory
1	370252-1	Maintenance Kit, Supplemental
1	370253	Maintenance Kit, Basic
1	370254-3	Maintenance Kit, RPI/ACI
1	388020	Trunk Interface
1	388021-1	Loop-Cont/Call In Intf
1	388022-1	Ground Start Interface
1	388074	Candela Mod 31 Interface
1	388081	8 Port I/O
1	388074	Direct Line Terminator
1		Starter Kit
1		Software Pack
1		TASL Billing Data Posting
1		Cabling Kit
1		Audio Cassette Training Program
10		TASCOM Remote Teleprinter

MAY 04 '92 09:18AM WINSTON & STRAWN

Schedule, Page 7

IVM BOOK 580 PAGE 162

International Voice Messaging Systems, Inc.
3098 So. Highland Drive Suite 300
Salt Lake City, Utah 84106

SOLD TO: ~~The Annapolis Grour LTD.~~ Calltakers, Inc Barbara L. McBride Calltakers, Inc President

238 West Street

Annapolis, MD. 21401

SCHEDULED DATE

QTY.	DESCRIPTION OF EQUIPMENT	UNIT PRICE	EXTENSION
1	ACCESS voice mail system by Boston Technology	with:	$53,800.00
	16 trunks/ 12hours of voice storage and the following:		
	serical port, 2400 baud mofem, printer port and printer,		
	system administrators monitor and keyboard, Main frame		
	and CPU card80286, ram memory card, mono graphics display		
	card, SMD/ESDI disk controller card. Unix SCO operating		
	system software, Boston Technology voice mail and Bulletin		
	board software. Autorated attendant software		5,600.00
2	DID interface units		8,500.00
1	Redundant disk drive option for second 12 hour drove		
	* installation to included interfacing to TASTON PAS System		
	Sub Total		67,900.00
	*Special 15% discount		(10,185.00)*
	Sub Total		57,715.00
	Special Discount	on DID unit	(1,600.00)
	Sub Total		56,115.00
1	Spare parts package (retail price $5,000) Discounted to--		4,300.00
**	*** THIS PRICE IS NOT VALID AFTER 30 DAYS*****		

CUST. ORDER NO.	TERMS	TOTAL	$60,415.00
		STATE TAX	
If collection is made by suit or otherwise, the purchaser agrees to pay all cost and expenses incurred in the collection of amount shown on this contract, plus highest legal rate of interest and reasonable attorney's fee.		INSTALLATION	2,500.00
	ACCEPTED BY CUSTOMER	GRAND TOTAL	$62,915.00
INVOICE	BY	LESS: DEPOSIT	
PROPOSAL	TITLE	BALANCE DUE	[illegible]
PLEASE PAY FORM THIS INVOICE	DATE November 18,1992		

SECURITY AGREEMENT

THIS AGREEMENT, made as of the 28th day of March, 1992 by and between Calltaker, Inc., a Delaware corporation with an office at 238 West Street, Annapolis, Maryland 21401 ("Debtor") and Arthur Rosenfeld, 160 Southhampton Avenue, Berkley, California 94707 ("Secured Party").

WITNESSETH

WHEREAS, Secured Party and Debtor desire to enter into a loan agreement dated the date hereof (the "Loan Agreement"), pursuant to which Secured Party shall loan Debtor the amount of $150,000 (the "Loan"), to be evidenced by a promissory note to be made and delivered by Debtor to Secured Party contemporaneously with the execution hereof (the "Note");

WHEREAS, Secured Party has required, as a condition precedent to its making the Loan, that Debtor grant to Secured Party security interests in certain collateral owned by Debtor.

NOW, THEREFORE, in consideration of the premises contained herein, and in order to induce Secured Party to make the Loan, Debtor and Secured Party hereby agree as follows:

1. Debtor's Obligation and Creation of Security Interest. Debtor grants to secured party a security interest in the collateral described in paragraph 2 in order to secure payment of the loan of One Hundred and Fifty Thousand Dollars ($150,000.00) for one (1) year at twelve percent (12%) interest. This obligation is evidenced by a promissory note of even date.

2. Collateral. The collateral is all furniture, furnishings, machinery, and other equipment described in the itemized schedule attached hereto as Exhibit A and together with all replacements, repairs, additions, and accessions to the property and all other furniture, furnishings, machinery, other equipment, and accounts in which debtor has or may acquire an interest subsequent to this security agreement for use in connection with debtor's business. Including but not limited to accounts receivable and telephone accounts.

3. Debtor's Covenants. Gardner I. McBride Calltaker, Inc. President

Debtor shall:

(a) keep and maintain the collateral in good condition and repair and not misuse or abuse it, waste or allow it to deteriorate except for ordinary wear and tear in its normal use in business;

(b) insure the collateral (until this security agreement is terminated) against fire and all other expected risks to which it is exposed and those which the secured party may designate, with policies and amounts acceptable to the secured party:

(c) keep the collateral at debtor's address as stated above where the secured party may inspect it at any time, and not remove it unless debtor notifies the secured party in writing and the secured party consents in writing in advance of its removal to another location;

(d) debtor may not sell, transfer, exchange or otherwise dispose of the collateral or permit it to be subjected to any unpaid charge or any subsequent interest of a third person, unless the secured party consents to the charge, transfer, disposition, or subsequent interest.

(e) debtor shall execute alone or with the secured party any document or procure any document, and pay all connected costs, necessary to protect the security interest against the rights or interests of third persons;

(f) debtor shall not affix any of the collateral to real estate so as to make the collateral fixtures.

4. Default. Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of debtor's covenants constitutes default under this security agreement. In addition, debtor is in default if bankruptcy or insolvency proceedings are instituted by or against debtor or if debtor makes an assignment for the benefit or creditors.

5. Secured Party's Rights and Remedies. Upon debtor's default, the secured party may exercise the rights of a secured party under the Uniform Commercial Code, and in addition to those rights may:

(a) without notice to or demand upon debtor, make such payments and do such acts as the secured party considers necessary to protect its security interest in the collateral;

(b) take possession of the collateral, or any part of it and pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of the secured party appears to be prior or superior to this security interest, and in exercising these powers or authority pay all expenses incurred in connection with them;

(c) without notice to or demand upon debtor, declare all obligations and agreements secured by this agreement to be

immediately due and payable, and enter upon the premises where the collateral may be and take possession of it and remove it;

(d) sell the collateral and apply the proceeds in the manner provided by the Uniform Commercial Code. Secured party is also entitled to reasonable attorneys' fees and legal expenses incurred in retaking and selling the collateral.

6. Additional Agreements, Warranties and Affirmations. Debtor agrees, warrants and affirms that:

(a) There is no adverse claim or lien, security interest, or encumbrance in or on the collateral except for the security interest granted in this agreement and those limited and described in the Loan Agreement;

(b) Debtor is in possession of the property described in Exhibit A and has full right, power and authority to create the security interest granted by this agreement.

Executed on the day and year first above written.

DEBTOR:

Gardner S. McBride

Calltaker, Inc.
Gardner S. McBride
President

SECURED PARTY:

Arthur Rosenfeld

Arthur Rosenfeld

286273 BOOK 580 PAGE 166

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 ~~Xxxxxxxxxx~~ XXXXX

1 Debtor(s) (Last Name First) and address(es)
Griffith Auto Investments, Inc.
dba Saturn of Glen Burnie
12 Holsum Way
Glen Burnie, Md. 21061

2 Secured Party(ies) and address(es)
General Motors Acceptance Corporation
849 International Drive
Linthicum Heights, Md. 21090

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

RECORD FEE 12.00
POSTAGE .50
#140150 0051 A01 T14:13
05/05/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

Motor vehicles, trailers and semi-trailers, and accessories; and the replacement parts for any of these; and general intangibles, contract rights, chattel paper, present and future accounts and assignments of accounts including, but not limited to, those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.

NOT SUBJECT TO RECORDATION TAX.

ASSIGNEE OF SECURED PARTY

Name

Address

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

Griffith Auto Investments, Inc.
dba Saturn of Glen Burnie

By ..... Signature(s) of Debtor(s)
Steven R. Griffith, President

General Motors Acceptance Corporation

By ..... Signature(s) of Secured Party(ies)
John H. Grischow, Ass't. Treasurer

(1) FILING OFFICER COPY - ALPHABETICAL
GMAC UCC-1 7-89

BOOK 580 PAGE 167 286274

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)
Griffith Auto Investments, Inc.
dba Griffith Acura
10 Holsum Way
Glen Burnie, Md. 21061

2 Secured Party(ies) and address(es)
General Motors Acceptance Corporation
849 International Drive
Linthicum Heights, Md. 21090

3 Maturity date (if any): XXXXXXXXXXXXXXXXXX

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

RECORD FEE 10.00
POSTAGE .50
#140160 CIVI RCD T14:22
05/05/92

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

Motor vehicles, trailers and semi-trailers, and accessories; and the replacement parts for any of these; and general intangibles, contract rights, chattel paper, present and future accounts and assignments of accounts including, but not limited to, those arising our of the sale or lease thereof, including rents receivable under leases and rental agreements.

NOT SUBJECT TO RECORDATION TAX.

ASSIGNEE OF SECURED PARTY
Name
Address MARY M. ROSE
BA CO. CIRCUIT COURT

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

Griffith Auto Investments, Inc.
dba Griffith Acura
By .....
Signature(s) of Debtor(s)
Steven R. Griffith, President

General Motors Acceptance Corporation
By .....
Signature(s) of Secured Party(ies)
John H. Grischow, Assistant Treasurer

(1) FILING OFFICER COPY - ALPHABETICAL
GMAC UCC-1 7-89

... Above Signature on Above Li...

STATE OF MARYLAND

FINANCING STATEMENT BOOK 580 PAGE 168 Identifying File No. 130871 2862.75

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 2752.79

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

This financing statement Dated 10-22-91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

96

1. DEBTOR

Name GEORGE E COGER

Address 8782 TOWN & COUNTRY BLVD ELLICOTT CITY, MD 21043

2. SECURED PARTY

Name AVCO FINANICIAL SERVICES

Address BOX 635 ANNAPOLIS RD LANHAM ,MD 20703

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

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
"CERTAIN HSOUEHODLGOODS AND OTHER PEROSONAL CONSUMER PROPERYY."

Chain saws, table saws,
CSS PC monitor, panasnic VCR,
Sony Stereo Stat, electric tools

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE .50
B37A3TO 0263 R01 T11:34
05/05/92
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)

11.00
21.00
.50

George E Coger
(Signature of Debtor)

GEORGE E COGER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michelle R Hoag
(Signature of Secured Party)

Michelle R Hoag
Type or Print Above Signature on Above Line

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

1. Debtor(s) (Last Name First) and address(es)
VOLKMAN, ROSEMARY
VOLKMAN, DENNIS
[redacted]
5275 HARBOUR VALLEY DR
BALTO, MD 21225

2. Secured Party(ies) and address(es)
BETTER BUILT
4496 MOUNTAIN RD
PASADENA, MD
21122

3. Maturity date (if any):

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

286276 BOOK 580 PAGE 169

RECORD FEE 12.00
POSTAGE .50

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

1-12'x24'x4' A.G. PLATINUM POOL
+ FILTER KIT #1
1-LOMO WATER

5. Assignee(s) of Secured Party and Address(es)
SECURITY PACIFIC
2568A RIVA RD
ANNAPOLIS, MD

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 Dennis B. Volkman
By: Rosemary M. Volkman
Signature(s) of Debtor(s)

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

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

BOOK 580 PAGE 170 28[illegible]7

Columbia First Bank
A Federal Savings Bank

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE - _____

Uniform Commercial Code
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 and mailing address of all debtors, trade styles, etc. No other name will be indexed.

Maryland City Animal Hospital, T/A
Laurel Animal Hospital

3529 Fort Meade Road

Laurel, MD 20707

NOT SUBJECT TO RECORDATION TAX

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

☒ ORIGINAL FINANCING STATEMENT

RECORD FEE 12.00
☐ CONTINUATION-ORIGINAL STILL EFFECTIVE #374970 0263 A01 T12:03
05/05/92

☐ AMENDMENT

MARY M. ROSE
☐ ASSIGNMENT
AA CO. CIRCUIT COURT

☐ PARTIAL RELEASE OF COLLATERAL

☐ TERMINATION

Name and Address of Secured Party.

COLUMBIA FIRST BANK, A Federal Savings Bank
1560 Wilson Boulevard
Arlington, VA 22209-2409

Name and Address of Assignee

N/A

Date of maturity if less than five years.

Check if proceeds of collateral are covered. ☒

Description of collateral covered by this financing statement is attached hereto as "EXHIBIT B" and incorporated by reference as though fully set forth.

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

Description of Real Estate (if applicable) covered by this financing statement is attached hereto as "EXHIBIT A" and incorporated by reference as though fully set forth.

Signature of Debtor

Maryland City Animal Hospital, T/A
Laurel Animal Hospital

X By: _____
by: David Tan

Columbia First Bank,
A Federal Savings Bank

By: _____
Robert A. Gates
Assistant Vice President

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to: COLUMBIA FIRST BANK, A Federal Savings Bank, 1560 Wilson Boulevard, Arlington, VA 22209-2409, Attn: Commercial Loan Department.

R-57 6/90

R

EXHIBIT B

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

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

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

EXHIBIT B

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

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

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

STATE OF MARYLAND

286278 BOOK 580 PAGE 172

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 4/30/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dana D Riddle

Address 5114 4th St Balt MD 21225

2. SECURED PARTY

Name Norwest Financial

Address 6710 Ritchie Hwy 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) 4/30/94

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

1 Cannon Camcorder
1 RCA 25" T.V.
1 Walk behind Lawn Mower

RECORD FEE 11.00
POSTAGE .50
#37B130 C043 R01 T12:16
05/05/92
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)

(Signature of Debtor)

Dana Riddle

Type or Print Above Name on Above Line

Dana Riddle

(Signature of Debtor)

Type or Print Above Signature on Above Line

Don Amatto

(Signature of Secured Party)

Don Amatteo

Type or Print Above Signature on Above Line

Exempt from Taxes
(K) UCC 1208K-Y

STATE OF MARYLAND Conditional Sales Contract

FINANCING STATEMENT BOOK 580 PAGE 173 Identifying File No. 286279

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 3/17/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Clarence M. & Nancy E. Johnson

Address 8103 Spalding Cir. Severn, MD 21144

2. SECURED PARTY

Name NORWEST FINANCIAL

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) 3/17/93

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

① 079-11CX Sofa - P1935-25
① 079-12CX Love seat P1935-25
① 079-12CX Love seat P2203-32
① 079-35CX Wall Saver Chair P2203-32

RECORD FEE 12.00
POSTAGE .50
#377500 C263 M01 T13:49
05/05/92
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 collnteral are also covered)

12
6

X Clarence M. Johnson
(Signature of Debtor)

Clarence Johnson
Type or Print Above Name on Above Line

X Nancy E. Johnson
(Signature of Debtor)

NANCY E. Johnson
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 - FINANCING STATEMENT - FORM UCC-1

BOOK 580 PAGE 174

REORDER FROM
Registré, Inc.
514 PIERCE ST.
ANOKA, MN 55303
(612) 421-1783

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.

2862280

04/28/92 SNV JRDOLLER 8-233-2773 11.50 ANNE ARUNDEL

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)

ANNE ARUNDEL COUNTY BOARD
OF EDUCATION
2644 RIVA RD
ANNAPOLIS, MD 21401-7305

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

IBM CREDIT CORPORATION
DEPT. C4D MS 7
290 HARBOR DRIVE
STAMFORD, CT 06904

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

RECORD FEE 11.00
POSTAGE .50
#375510 D260 R01 T13:52
05/05/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

IBM EQUIPMENT (INCLUDING ALL ADDITIONS, ACCESSIONS AND UPGRADES) REFERENCED ON IBM SUP #000001 DATED 04/03/92

QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE
001-3174	002-3299	001-9121	001-5853	002-3390	001-3990
-	-	-	-	-	-

RECORDATION TAX NOT REQUIRED
SELLER RETAINING EQUIPMENT FOR PRICE

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

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

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

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

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

Filed with: ANNE ARUNDEL COUNTY BOARD OF EDUCATION

ATTORNEY IN FACT

By: R. MURPHY
Signature(s) of Debtor(s)

IBM CREDIT CORPORATION

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

(1) Filing Officer Copy - Alphabetical **STANDARD FORM - FORM UCC-1.** LOG NUMBER: U2119105730

STATE OF MARYLAND

BOOK 580 PAGE 175

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275426

RECORDED IN LIBER 534 **FOLIO** 536 **ON** 11 25 88 **(DATE)**

1. DEBTOR

Name Gertz, Allen H

Address Grownsville, MD

2. SECURED PARTY

Name Agricredit Acceptance Corporation

Address PO Box 10357, Des Moines, IA 50306

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
0263 R01 T14:04
05/05/92
MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK ☒ FORM OF STATEMENT

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

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

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

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

Anne Arundel County

10.50

Dated 4-13-92

Pam A Hess credit clerk
(Signature of Secured Party)
Agricredit Acceptance Corporation
Type or Print Above Name on Above Line

STATE OF MARYLAND
BOOK 580 PAGE 176

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275077

RECORDED IN LIBER 533 **FOLIO** 475 **ON** 10-25-88 **(DATE)**

1. DEBTOR

Name JAMES R JONES JR

Address 1993 MORELAND PARKWAY ANNAPOLIS, MD 21401

2. SECURED PARTY

Name J I CASE CREDIT CORP

Address P O BOX 292 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: XX
(Indicate whether amendment, termination, etc.)
TERMINATION

RECORDED 10.00
FILED .50
BALTIMORE CO. MD. T14:08
05/05/92
MARY A. ROSE
BA CO. CIRCUIT COURT

10

Dated 4-22-92

(Signature of Secured Party)
JI CASE CREDIT CORP-TERRY THOMAS-SEC
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 580 PAGE 177

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272773

RECORDED IN LIBER 526 **FOLIO** 500 **ON** 5-12-88 **(DATE)**

1. **DEBTOR**

Name JAMES R. JONES

Address 1993 MORELAND PARKWAY ANNAPOLIS, MD 21401

2. **SECURED PARTY**

Name J I CASE CREDIT CORP

Address P O BOX 292 RACINE, WI 53401

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

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

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

10.00
.50
XX
05/05/92
MARY K. ROSE
AA CO. CIRCUIT COURT

CHECK ☒ FORM OF STATEMENT

10

Dated 4-22-92

(Signature of Secured Party)
JI CASE CREDIT CORP-TERRY THOMAS-SEC

Type or Print Above Name on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

286281
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. ☐

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.

1. DEBTOR

BOOK 580 PAGE 178

Name K & K Trash Removal, Inc.

Address Box 237, Queenstown Road, Severn, MD 21144

2. SECURED PARTY

Name Associates Commercial Corporation

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

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

3. Maturity date of obligation (if any) _____

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

Thirty One (31) Fabricators Steel 2 yd. Containers, S/N's 2010, 2011, 2012 thru 2040; Thirteen (13) Fabricators Steel 4 yd. Containers, S/N's 4010 thru 4019, 4026 thru 4028; Fourteen (14) Fabricators Steel 6 yd. Containers, S/N's 6010 thru 6013, 6015 thru 6024; Four (4) Rudco 30 yd. Open Top Roll Off Containers, S/N's 78183, 78202, 78212, 81478; Four (4) Rudco 40 yd. Open Top Roll Off Containers, S/N's 62409, 78199, 78364, 78365; One (1) 1981 GMC Utility Truck, VIN 1GDG6D1F1BV599421; One (1) 1984 Ford F-8000 Utility Truck, VIN 1FDXK87U9EVA58663 complete with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof.

Name and address of Assignee

None

Filed with Anne Arundel County Recorder

MTG/WKLY FEE 11.00
POSTAGE .50
05/05/92
MARY M. ROSE
CR. 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)

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 L. Kelly - Pres.
(Signature of Debtor)

Melvin L. Kelly, Pres
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Associates Commercial Corporation

Catherine E Whitlow
(Signature of Secured Party)

Catherine E Whitlow Dpc Coor
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 520 178

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 2,850.00

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

This financing statement Dated April 21, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Joan L. Venes

Address 6A1 President Point Drive Annapolis, Md. 21403

2. SECURED PARTY

Name Maryland National Bank

Address 7178 Columbia Gateway Drive Columbia, Md 21206

Person And Address To Whom Statement Is To Be Returned 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 Yamaha 9.9hp ELRQ Serial#6G8L-405584

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE .50
#140350 CTR1 TRN 14:55
05/05/92
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)

Joan L. Venes
(Signature of Debtor)

Joan L. Venes
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

William J. Hart
(Signature of Secured Party)

William J. Hart
Type or Print Above Signature on Above Line

11 21 .50

BOOK 580 PAGE 180

286283

Anne Arundel County
A/C# C-02-10068-3

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name J.A.S. Trucking, Inc.

Address 5262 Solomans Island Road Lothian, Maryland 20711

2. SECURED PARTY

Name Elliott & Frantz, Inc.

Address 10421 Guilford Road Jessup, Maryland 20794

ORIX Credit Alliance, Inc. P.O. Box 676 Hanover, Maryland 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."

ASSIGNEE OF THE SECURED PARTY:
ORIX Credit Alliance, Inc.
P.O. Box 676
1331A Ashton Road
Hanover, Maryland 21076

RECORD FEE 17.00
POSTAGE .50
#375420 C220 M01 T13:37
05/05/92
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)

J.A.S. Trucking, Inc.

Joan A Stockett, Pres
(Signature of Debtor)

Joan A. Stockett, Pres
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Elliott & Frantz, Inc.

Robert L. Schaeffer VP
(Signature of Secured Party)

Robert L. Schaeffer, V.P.
Type or Print Above Signature on Above Line

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

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

BOOK 580 PAGE 181

TO: Elliott & Frantz, Inc. ("Seller") FROM: J.A.S. Trucking, Inc. ("Buyer")

10421 Guilford Road Jessup, Maryland 20794 (Address of Seller)

5262 Solomans Island Road Lothian, Maryland 20711 (Address of Buyer)

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

Description of property purchased (include make, year, model identification, model and serial numbers or marks):

One (1) 1990 Hitachi Model EX270LC Hydraulic Excavator S/N 158-6206, W/1.5 Cubic Yard Bucket

And all attachments and accessories thereto.

***See Schedule "A" attached hereto and made a part hereof for payment schedule.**

*Description of any Trade-In:

(1) CASH SALE PRICE	$ 157,500.00
(2) DOWN PAYMENT In Cash	$ 75,885.00
(3) DOWN PAYMENT In Goods* (Trade-In Allowance)	$ -0-
(4) UNPAID BALANCE [Items (1) — (2) — (3)]	$ 81,615.00
(5) INSURANCE and other Benefits	$ -0-
Types of coverage and benefits	
(6) OFFICIAL or DOCUMENTARY FEES	$ 50.00
Describe and Itemize	
(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	$ 81,665.00
(8) FINANCE CHARGE (Time Price Differential)	$ 11,181.00
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	$ 92,846.00
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	$ 168,731.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

5262 Solomans Island Road (Street and Number) Lothian (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 **Ninety two thousand eight hundred forty six and 00/100*************

590 aur 182

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

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

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

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

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

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

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

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

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

BOOK 530 PAGE 183

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 27, 1992, between Elliott & Frantz, Inc., as Seller/Lessor/Mortgagee, and J.A.S. Trucking, Inc. 5262 Solomans Island Road Lothian, Maryland 20711 (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 $ 92,846.00.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 27th day of April, 19 92.

Elliott & Frantz, Inc. (Seal)
(Seller/Lessor/Mortgagee)

Robert L. Schaeffer VP

(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

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1840

BOOK 580 PAGE 184

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FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

RECORD FEE 17.00
POSTAGE .50

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code. #435750 C189 R02 T10:41

1. NAME AND ADDRESS OF DEBTOR: THE BALDWIN CORPORATION
273 C Peninsula Farm Road
Arnold, Maryland 21012

05/06/92

2. NAME AND ADDRESS OF SECURED PARTY: CITIZENS BANK OF MARYLAND
14401 Sweitzer Lane
Laurel, Maryland 20707
Attn: Paul G. Brown

MARY M. ROSE
AA 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 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

17.50

Land is also described in a Deed of Trust, Assignment and Security Agreement dated March 25, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Joseph A. Hilseberg and Alan A. Lancaster, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions,

accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTOR:

THE BALDWIN CORPORATION

By _____
Michael A. Baldwin
President

Filing Officer: After recordation, please return this Financing Statement to:

Jeffrey H. Seibert, Esquire
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

EXHIBIT A

PROPERTY DESCRIPTION

ALL those lots or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as lots 5 through 16 as shown on a Plat entitled "Resubdivision of Reserve Parcel "B" Riva Trace, Section 2, Winters Chase", which Plat is recorded among the Land records of Anne Arundel County, Maryland in Plat Book 106, pages 17 and 18.

BEING PART OF THE SAME LOTS of ground which by Deed dated January 27, 1984 and recorded among the Land Records of Anne Arundel County, Maryland in Liber EAC 3691, folio 553 was granted and conveyed by Habonim Camp Association Company, Inc. unto Riva Trace Corporation, a Maryland corporation.

TOGETHER WITH a nonexclusive right of way and easement, in common with others entitled thereto, for vehicular and pedestrian ingress and egress to, from and between such Lots and the public road known as Riva Road, and for utilities, in and to the beds of Winter's Chase Way and Riva Trace Parkway as shown on the aforesaid record plats; provided, however, that such rights of way and easements shall automatically cease and terminate at such time as the beds of Winter's Chase Way and Riva Trace Parkway as shown on such plats shall have been dedicated to and accepted for dedication by, and conveyed to, Anne Arundel County, Maryland, for public road purposes.

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FINANCING STATEMENT 2862285

1. ____ To Be Recorded in the Financing Statement Records and Land Records of Anne Arundel County, Maryland.

2. ____ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.

3. ____ Not Subject to Recordation Tax.

4. ____ Recordation Tax has been paid on the principal amount of Sixty-Five Thousand Dollars ($65,000.00) in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 13.00
POSTAGE .50
#A35950 C489 R02 T11:11
05/06/92
MARY M. ROSE
CIRCUIT COURT

5. Debtor(s) Name(s)	Address(es)
London Towne Property Owners Association, Inc.	170 Mayo Road Edgewater, Maryland 21037
6. Secured Party	**Address**
The Annapolis Banking and Trust Company	236 Main Street Annapolis, Maryland 21401

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 5, 1992 from Debtor(s) to Randall M. Robey and William A. Busik, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

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

1300
32

AB.193

the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

DEBTOR(S):	SECURED PARTY:
LONDON TOWNE PROPERTY OWNERS ASSOCIATION, INC., a Maryland corporation	THE ANNAPOLIS BANKING AND TRUST COMPANY
By: Maryellen O. Brady (SEAL)	By: William A. Buck (SEAL)
Maryellen O. Brady, President	

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

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

EXHIBIT A

PARCEL NO. 1: KNOWN AND DESIGNATED as Lot No. 875 and the North one-half of Lot No. 874, as shown on a Plat entitled "Map of Woodland Beach, District No. One, Anne Arundel County, Maryland," Sheet No. 1, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 8.

BEING the same property conveyed unto the Woodland Beach Property Owners Association, Inc. of Maryland (N/K/A London Towne Property Owners Association, Inc.) by Sidney W. Davis by deed dated January 29, 1965, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1831, Folio 573. SAVE AND EXCEPTING therefrom, however, the South one-half of Lot 874 conveyed to Henry W. Fearnow and wife by deed dated July 25, 1966, and recorded among said Land Records in Liber L.N.P. 1993, Folio 495.

PARCEL NO. 2: KNOWN AND DESIGNATED as Lots Nos. 876, 877 and 878, as shown on a Plat entitled "Map of Woodland Beach, District No. One, Anne Arundel County, Maryland," Sheet No. 1, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 8.

BEING the same property conveyed unto Woodland Beach Property Owners Association, Inc. of Maryland (N/K/A London Towne Property Owners Association, Inc.) by Michael A. Fera and wife by deed dated December 13, 1965, and recorded among said Land Records in Liber L.N.P. 1932, Folio 212.

PARCEL NO. 3: KNOWN AND DESIGNATED as Lots Nos. 879 and 880, as shown on a Plat entitled "Map of Woodland Beach, District No. One, Anne Arundel County, Maryland," Sheet No. 1, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 8.

BEING the same property conveyed unto Woodland Beach Property Owners Association, Inc. of Maryland (N/K/A London Towne Property Owners Association, Inc.) by Lewis E. Tadlock and wife by deed dated May 10, 1965, and recorded among said Land Records in Liber L.N.P. 1858, Folio 352.

PARCEL NO. 4: KNOWN AND DESIGNATED as Lots Nos. 908, 909, 910, 911 and 912, as shown on a Plat entitled "Map of Woodland Beach, District No. One, Anne Arundel County, Maryland," Sheet No. One, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 8.

BEING the same property conveyed unto Woodland Beach Property Owners Association, Inc. of Maryland (N/K/A London Towne Property Owners Association, Inc.) by Siegfried Michaelis and wife by deed dated December 30, 1964, and recorded among said Land Records in Liber L.N.P. 1826, Folio 278.

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

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

BOOK 580 PAGE 191

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283452

RECORDED IN LIBER 567 FOLIO 114 ON 4/18/91 (DATE)

1. **DEBTOR**

Name LAWRENCE L. HENSLEY JR

Address 4738 WASHINGTON AVE, SHADYSIDE, MD 20764

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)** _____

☒ **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 $9.00
POSTAGE .50
#141210 C191 RXS T18:19
05/06/92
MARY M. ROSE
AA CO. CIRCUIT COURT

10.50

Dated 4/16/92

Ernest W. Spriggs
(Signature of Secured Party)
ERNEST W. SPRIGGS
Type or Print Above Name on Above Line

UCC-3 H83 (MD)

BOOK 580 PAGE 192 2862286

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

No. of Additional Sheets Presented. 1

Clerk of Baltimore City (MD)

3. ☐ The Debtor is a transmitting utility

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

United Computer Capital Corporation
5710 Commons Park, Box 880
Syracuse, NY 13214-0880

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

Tilden Financial Corp.
2 Lambert Street
Roslyn Heights, NY 11577
Anne Arundel Baltimore Cty., MD 23523

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

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

Lease between Debtor and Avis Rent A Car System, Inc. of Toshiba equipment as listed on attached Equipment Description Sheet (Equipment Schedule #1 dated August 10, 1990) and all monies due thereunder. All equipment as listed on attached Equipment Description Sheet. NOT SUBJECT TO RECORDATION TAX.

☒ Products of the Collateral are also covered.

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

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

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

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot

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

UNITED COMPUTER CAPITAL CORPORATION

By Robert S. Rogers
Signature(s) of Debtor(s)

TILDEN FINANCIAL CORP.

By Cathy A. Callagher
Signature(s) of Secured Party(ies)

Return Acknowledgment to:
Tilden Financial Corp.
2 Lambert Street
Roslyn Heights, NY 11577

(1) Filing Officer Copy—Numerical

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

BOOK 580 PAGE 193

EQUIPMENT DESCRIPTION SHEET

EQUIPMENT SCHEDULE #1

QTY	MFR	MODEL/ FEATURE	DESCRIPTION
1	Toshiba	HKSU-705	ST VIe Key Service Unit
1	Toshiba	VCOU-5	ST VIe CO Interface Unit
1	Toshiba	DOC PK S/VIER2	Document Pack
1	Toshiba	QK REF GD R2	Quick Reference Guide
4	Toshiba	EKT-6510-H	10 Key Handsfree EKT

EQUIPMENT LOCATION:

Baltimore Washington Airport
Administrative Building
Baltimore, MD 21246

Anne Arundel County STATE OF MARYLAND BOOK 580 PAGE 194

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286287

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Annapolis Science Center Limited Partnership

Address 1151 Seven Locks Road, Rockville, MD 20854

2. SECURED PARTY

Name First National Bank of maryland

Address P.O. Box 1596, Baltimore, MD 21203

Assigned to: Perpetual Savings Bank, F.S.B. successor to Perpetual American Bank, F.S.B. on July 3, 1984

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

3. Maturity date of obligation (if any) _____

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

This financing statement replaces financing statement No. 230330, Film 420 Folio 326, with a filing date of December 27, 1979, which subsequently lapsed on December 27, 1991. This financing statement is being filed without the Debtor's signature to perfect a security interest in the collateral pursuant to §9-402 (2) (c) of the Uniform Commercial Code.

RECORDING FEE 11.00
SURCHARGE .50
RECEIPT # 13263 ROI 10:37:37
05/07/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Loan # 1188917

CHECK ☒ THE LINES WHICH APPLY

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

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

_____
Type or Print Above Signature on Above Line

Resolution Trust Corporation As Receiver
for Perpetual Savings Bank, F.S.B.
C. Malcolm West, Attorney-in-Fact

C. Malcolm West
(Signature of Secured Party)

_____
Type or Print Above Signature on Above Line

STATE OF MARYLAND 580 PAGE 195 286288

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	McDonogh Farms, Inc.
Address	956 Indian Landing Road Millersville, MD. 21108

2. DEBTOR

Name	Laidley, Michael G.
Address	3458 Marble Arch Drive Pasadena, MD. 21122

2. SECURED PARTY

Name Agricredit Acceptance Corporation

Address P.O. Box 10357, Des Moines, Iowa 50306-0357

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)

1-SCAG SWZ52-14KA 52" Commercial Mower, Serial #3063/0429
1-SCAG SW61-18KH 61" Commercial Mower, Serial #2824/2434
1-SCAG SE-3KA Edger, Serial # 3431

RECORD FEE 12.00

Name and address of Assignee

[illegible] Des Moines, Iowa 50306-0357

MARY M. ROSE

c/o-54/9023-9200207 SMW Ann Arundle

"EQUIPMENT LEASE" -- (Does Not Create A Security Interest)

CHECK ☒ THE LINES WHICH APPLY

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

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

12

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

50

#1. x Maxwell Gross title: Pres
(Signature of Debtor)

McDonogh Farms, Inc.
Type or Print Above Name on Above Line

#2. x Michael G. Laidley
(Signature of Debtor)

Michael G. Laidley
Type or Print Above Signature on Above Line

Sonya McGrath
(Signature of Secured Party)

Agricredit Acceptance Corporation
Type or Print Above Signature on Above Line

BOOK 580 PAGE 196

ADP7

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)	2. SECURED PARTY(IES) AND ADDRESS(ES)
J.W. Enterprises 1415 Illinois Ave Severn, MD 21144	Ford Motor Credit Company 10710 Midlothian Tnpk Suite 306 PO Box 36387 Richmond, VA 23235

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

Book 560 Page 51

3. This statement refers to original Financing Statement No. 281891 Dated: 09-06-90

A. Continuation. . . . . ☐	B. Partial Release. . . . ☐	C. Assignment. . . . . ☐	D. Termination XX
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.

10.00
.50
#224750 0247 F01 T10:00
05/07/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This transaction is exempt from the Recording Tax.

Filed with:

Dated: March 31, 19 92

Ford Motor Credit Company
(NAME OF SECURED PARTY)
By: B. Dunbar
B. Dunbar-Clerk

FMCC JUN 65 7288-M (MARYLAND ONLY)

10
2

PARTIES

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

JOSEPH M. LARE IV
143 KONRAD ORGAN WAY
LOTHIAN MD 20711 1

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

143 KONRAD ORGAN WAY
LOTHIAN MD 20711 1a

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

1b

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

ACCENT MOBILE HOMES

7401 MOORE ROAD
BRANDYWINE MD 20613 2

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

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192 2a

Special Types of Parties (check if applicable):

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

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

☐ Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

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

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

b. ☐ as to which the filing has lapsed.

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

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

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

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

ACCENT MOBILE HOMES
Diana L Knight, Agent

4

580 PAGE 197

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

286289

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

5

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

☐ Secretary of the Commonwealth.
☐ 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:

1978 REDMAN HOMES, INC. NEW MOON
14 X 60 SERIAL# 146012208151 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.

05/07/92

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

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

a. ☐ crops growing or to be grown on - AA CO. CIRCUIT COURT
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 JOSEPH M. LARE IV X Joseph M Lare III

1a

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.

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

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

No. of Additional Sheets Presented:

3. For Filing Officers use only:

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

SUDHOFF, RICHARD K
SUDHOFF, KYONG S
403 MERRYMAN ROAD
ANNAPOLIS MD 21401

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

LINKS LANDING INC
HWY 54
OSAGE BEACH MO 65065

BOOK 580 PAGE 198

RECORD FEE 10.00

#777290 C283 R01 T10:56
05/07/92

4. This Statement Refers to Original Financing Statement No. 24818 Filed Date 7-20-87
with ANNE ARUNDEL COUNTY Book 514 Page 596

5.
- [X] A. Continuation — The original Financing Statement bearing the above file number is still effective.
- [ ] B. Termination — The Secured Party of record no longer claims a security interest under the financing statement bearing the above file number.
- [ ] C. Release — From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following (Item 6).
- [ ] D. Assignment — The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below (Item 6).
- [ ] E. Amendment — The Financing Statement bearing the above file number is amended as set forth below (Item 6). Signature of Debtor is required for all amendments.

6.

10

By _____
Signature(s) of Debtor(s) (Only on Amendment)

LINKS LANDING INC

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

(1) FILING OFFICER COPY-ALPHABETICAL

Approved By: **ROY D. BLUNT** SECRETARY OF STATE

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

3 MATURITY DATE (If Any) 25JAN99

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)

HOLT, J DBA J HOLT & SO
4722 SANDS RD
HARWOOD MD 20776
212120806 AA

2 SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE IND EQUIPMENT CO.
P. O. BOX 65090
WEST DES MOINES IA 50265
FORM-JOHN DEERE IND EQUIP CO
400-19TH, MOLINE, IL. 61625

FOR FILING OFFICER (Date, Time and Filing Office)

BOOK 580 PAGE 199

4 This statement refers to original Financing Statement bearing File No. 271387
BK 522 PG 305

Filed with ANNE ARUNDEL MD Date Filed 25JAN88

RECORDING FEE 10.00
POSTAGE .50
#377350 C263 R01 T10:46
05/07/92
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 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

20APR92

JOHN DEERE IND EQUIPMENT CO.

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
☐ JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM – FORM UCC-3

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 580 PAGE 200 Anne Arundel County

Identifying File No. 286250

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 10,000.00

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

This financing statement Dated March 26, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Edward L. Sealing
Alice C. Sealing

Address 1861 Leslie Road
Annapolis, MD. 21401

2. SECURED PARTY

Name Prince George's National Bank

Address 8401 Corporate Drive
Landover, MD. 20875

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

RECORD FEE 11.00
RECORD TAX 70.00
POSTAGE .50
M3T400 C263 R01 T10:49
05/07/92
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)

1974 Grumman American AA-5 Airplane Serial #AA5-0482
FAA Registration #N7182L
Lycoming Engine Serial #L-48195-27A Model #O-320-E2G
Any and all electronic 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)

(Signature of Debtor)

Edward L. Sealing
Type or Print Above Name on Above Line

(Signature of Debtor)

Alice C. Sealing
Type or Print Above Signature on Above Line

(Signature of Secured Party)

H. James Batson, Assistant V.P.
Type or Print Above Signature on Above Line

STATE OF MARYLAND BOOK 580 PAGE 201

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286291

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Reliable Stores, Inc.

Address 6301 Stevens Forest Road, Columbia, Maryland 21046-1092

2. SECURED PARTY

Name M. Fabrikant & Sons, Inc.

Address 600 Fifth Avenue, New York, New York 10020

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

3. Maturity date of obligation (if any) _____

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

Various items of gemstones and gold and other precious metals jewelry, consigned by secured party pursuant to a written agreement to debtor, located in the stores and at the locations as listed on Schedule 1.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#077450 0063 R01 T10:58
05/01/85
MARY M. ROSE
MD CIRCUIT COURT

NOT SUBJECT TO RECORDATION TAX TO PERFECT A SECURITY INTEREST IN INVENTORY

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Reliable Stores, Inc.

By: Richard M Barnett Pres

(Signature of Debtor) RICHARD M BARNETT PRES.

~~THOMAS R. GUERCIO, VP/CFO~~

Type or Print Above Name on Above Line

Infosearch, Inc.
P. O. Box 1110
Albany, N.Y. 12201

M. Fabrikant & Sons, Inc.

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

BOOK 580 PAGE 202

SCHEDULE 1
MARYLAND

Anne Arundel County

Barclay's Jewelers
264 Harundale Mall
Glen Burnie, MD 21061

S & N Katz Jewelers
480 Harundale Mall
Glen Burnie, MD 21061

BOOK 580 PAGE 203

2862242

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.

Address 407 S. Crain Hwy., Suite 200B, Glen Burnei, MD 21061

2. SECURED PARTY

Name ITT Commercial Finance Corporation

Address 11885 Lackland Road Ste. 600

St. Louis, MO 63146-4270

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

RECORDING FEE 11.00
POSTAGE .50
MAY 5 12:43 PM 001 T10:54
05-07-92

3. Maturity date of obligation (if any)_____

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

The equipment described below together with any and all parts, attachments, accessories, additions, substitutions, repairs, replacements and improvements thereto, and any and all proceeds thereof, including but not limited to insurance proceeds, and any and all rentals, accounts, chattel paper, contracts, contract rights and proceeds resulting from or attributable to the renting or leasing of said property, including but not limited to all rights, title and interests in and to that certain ~~Security~~ Agreement #0421054, dated 4/2/92 as Debtor and TransFinancial Leasing Corp., as Secured Party under a certain Assignment of Chattel Paper and Equipment Purchase Agreement dated 4/9/92. *Financing Agreement 0421054

One (1) 1982 Prevost motor coach, 49 passenger, white & black w/yellow-orange-red stripes.

Not Subject to Recordation Tax - Does Not Create a Security Interest.

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Anne Arundel
8306701-2

TransFinancial Leasing Corp.

Frank Sabo III President

(Signature of Debtor)

Type or Print Above Signature on Above Line

FRANK SABO III PRESIDENT

(Signature of Debtor)

Type or Print Above Signature on Above Line

ITT Commercial Finance Corporation

(Signature of Secured Party)

Joseph J. Ippolito
Zone Credit Manager

Type or Print Above Name on Above Line

115

0684927T

STATE OF MARYLAND

Ann Arundel County

BOOK 580 PAGE 204

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~105320~~ 274681

RECORDED IN LIBER 532 (Book) **FOLIO** 407 (page) **ON** 9/28/88 (DATE)

1. DEBTOR

Name Crofton Tool & Equipment Rental Company

Address 1041 Route 3, North, Gambrills, MD 21054

MICROFILM FEE 10.00
POSTAGE .50
AM7510 0263 A01 T10:57
05/07/92
MARY M. ROSE
CLERK CIRCUIT COURT

2. SECURED PARTY

Name Ingersoll-Rand Company

Address 200 Chestnut Ridge Road, Woodcliff Lake, New Jersey 07675
Sandra Melendez, Credit Coordinator, Credit & Financial Services
Ingersoll-Rand Company, 1495 Valley Center Parkway, Bethlehem, PA 18017-2293

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

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

The above-referenced original financing statement is hereby amended to change the Debtor address to the following: 1047 Route 3 North, Suite 6, Gambrills, MD 21054.

10

SIGNATURE OF DEBTOR:
CROFTON TOOL & EQUIPMENT RENTAL COMPANY

By: _____ V.P.
~~CARL ROSE, PRESIDENT~~
DAVID McKINNEY, VICE PRESIDENT

Dated APRIL 1, 1992

INGERSOLL-RAND COMPANY
(Signature of Secured Party)
RICHARD G. MILLER
OPERATIONS SUPERVISOR
Type or Print Above Name on Above Line

BOOK 580 PAGE 205

286244

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: $5,500.00.

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐YES ☒ NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 04-14-1992 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.
Argentieri, Robert B. **1240 P. Gemini Drive** **Annapolis, MD 21403**	(X) ORIGINAL FINANCING STATEMENT ( ) CONTINUATION ORIGINAL STILL EFFECTIVE ( ) AMENDMENT ( ) ASSIGNMENT ( ) PARTIAL RELEASE OF COLLATERAL ( ) TERMINATION
Name and address of Secured Party **Bank of Maryland** **2661 Riva Road, Building 700** **Annapolis, MD 21401**	Name and address of Assignee
Date of maturity, if any	Check if proceeds/products of collateral are covered (X)

RECORDING FEE 11.00
POSTAGE .50
#4775 C063 B01 T10:58
05/07/92
ANNE ARUNDEL COUNTY CIRCUIT COURT

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Equipment; together with the following specifically described property: 1984 Case 18358 Unloader; 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.

Argentieri, Robert B.	**Bank of Maryland**
Signature of Debtor	**Signature of Secured Party**

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BOOK 580 PAGE 206

2862.45

FINANCING STATEMENT

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

To be recorded in the:

X 1. Financing Statement Records of Anne Arundel County, Maryland

___ 2. State of Maryland Department of Assessments and Taxation

___ 3. Land Records of Anne Arundel County, Maryland.

NAME AND ADDRESS OF DEBTOR:

ONE MELVIN AVENUE PARTNERSHIP
801 Melvin Avenue
Annapolis, Maryland 21401.

RECORD FEE 13.00
POSTAGE .50
#437530 C489 R02 T12:06
05/07/93
MARY M. ROSIE
AA CO. CIRCUIT COURT

NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND
5 Church Circle
Annapolis, Maryland 21401

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

A. Equipment. The interest of the Debtor in all of materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, applianaces, and other goods, chattels, and personal property of every kind and nature whatsoever at any time located on the premises hereinafter referred to or used in connection with the present or future operation of such premises, and now or hereafter acquired by the Debtor, including but not limited to, all heating, lighting, incinerating, and power equipment, engines, pipes, pumps, tanks, motor, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating, and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts, and compressors and all renewals or replacements thereof or articles in substitution therefor, whether now located or herafter located or installed on the premises described in Exhibit A attached hereto.

B. Leases. All of the Debtor's right, title, and interest including, without limitation, all of the Debtor's accounts, with respect to any and all leases executed by the Debtor, as lessor of any part or parcel of the premises described in Exhibit A and

ROBLYER
& RICHMAN, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

12.00
.50

12
.50

the improvements thereon located, whether now in existence or hereafter created, and the proceeds thereof.

C. Contracts of Sale. All of the Debtor's right, title, and interest, including, without limitation, all of the Debtor's accounts, with respect to any and all contracts of sale executed by the Debtor, as seller of any part or parcel of the premises described in Exhibit A and the improvements thereon located, whether now in existence or hereinafter created, and the proceeds thereof.

D. Miscellaneous. All general intangibles, actions, and rights in action with respect to the real and personal property described herein and in Exhibit A, including but not limited to all rights to insurance and condemnation proceeds.

E. Proceeds and Products. Proceeds and products of the collateral are also covered.

5. Not subject to recordation tax.

DEBTOR:

ONE MELVIN AVENUE PARTNERSHIP

BY: _____
Edward F. Mullen, Parther

BOOK 580 PAGE 208

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

To be recorded among the Financing Statement Records for Anne Arundel County

POSTAGE .50

#656670 C603 R04 T13:29 05/07/92

Roll No. Liber 558 Page No. Folio 460

Identification No. _____ Dated July 25, 1990

1. Debtor(s) { Hi Tec Concrete, Inc., Thomas M. Carolan, Jr. and Robert Zier
Name or Names—Print or Type
7858 Belhaven Road, Pasadena, Maryland 22101
Address—Street No., City - County State Zip Code

2. Secured Party { Eastern Savings Bank, fsb
Name or Names—Print or Type
Executive Plaza Two, Suite 200
~~11350 McCormick Road, Hunt Valley, Maryland 21031~~
Address—Street No., City - County State Zip Code

RECORD FEE 10.00

TOTAL 10.00

#656660 C603 R04 T13:29 05/07/92

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.) AMENDMENT

The above Financing Statement is amended by adding the following property under Exhibit "A":

BEING KNOWN AND DESIGNATED as Lot numbered 15on a Plat entitled "BELHAVEN WOODS", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 75 at Plat 3.

DEBTOR: HI TEC CONCRETE, INC.

By: _____, President

Robert Zier
Type or Print Name

Thomas M. Carolan, Jr.

Robert Zier

Dated: April 22, 1992

SECURED PARTY: EASTERN SAVINGS BANK, fsb

By: _____
Richard M. Kovens, Vice President

Lucas Bros. Form T-1

After recording return to:

Regina Lee
Vice President
Eastern Savings Bank, fsb
11350 McCormick Road
Hunt Valley, MD 21031

10

To Be Recorded In: 2862#6 BOOK 580 PAGE 209

_____ FINANCING RECORDS - DEPARTMENT OF ASSESSMENTS AND TAXATION

__✓__ FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

_____, 1992

Not subject to Recordation Tax
Principal amount of debt secured is:
$86,000.00

FINANCING STATEMENT

1.	Debtor:	Address:
	ANNAPOLIS CONTRACTORS, INC.	2 Evergreen Road Severna Park, Maryland 21146
2.	Secured Party:	Address:
	AMERICAN FEDERAL SAVINGS BANK	1700 Rockville Pike Rockville, Maryland 20852
3.	Trustees:	Address:
	HARRY L. LEAVY LOIS W. MICHAL	1700 Rockville Pike Rockville, Maryland 20852

RECORD FEE 13.00
POSTAGE .50
#856750 C803 R04 T13:43
05/07/92

4. THIS FINANCING STATEMENT COVERS:

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

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

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

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

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

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

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

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

BORROWER:

Annapolis Contractors, Inc.
a Maryland corporation

By: _____ PRES (SEAL)
Richard E. Nash, Jr., President

To The Filing Officer:

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

G:\wp\afb\annapolis.fin

BEING KNOWN AND DESIGNATED as Lots 49 and 50, Section 2, Magie Street, on a Plat entitled "Plat A, Roland Terrace," which plat is recorded among the Land Records of Anne Arundel County in Plat Book G.W. 1, Section 3, folio 215, now Plat Book 15, folio 42.

BOOK 580 PAGE 212

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. 257926 recorded in Liber 488, Folio 247 on 8/13/ 19 85.

1. Debtor(s):

Name(s) L & S Diesel Service, Inc.

Address 400 Arundel Corporation Road

Glen Burnie, Maryland 21061

2. Secured Party:

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

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

Dated: 4/8, 19 92

Secured Party:

Signet Bank/Maryland

By: M. Wills Macgill

M. Wills Macgill, CBO

(Type Name and Title)

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5

State _____

BOOK 580 PAGE 213

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. 257921 recorded in Liber 488, Folio 243 on 8/12/ 19 85.

1. Debtor(s):

Name(s) L & S Diesel Service, Inc.

Address 400 Arundel Corporation Road

Glen Burnie, Maryland 21061

2. Secured Party:

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

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: 4/8, 19 92

By: M Willis Macgill

M Willis Macgill, CBO

(Type Name and Title)

2862947

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

Not Subject To Recording Tax

BOOK 580 PAGE 214

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

1. **DEBTOR:** **POINTFIELD LANDING, INC.**
River Reach Office Center
7600 Ritchie Highway, Suite N-7
Severna Park, Maryland 21147
Attention: Edward J. Dyas, Jr.,
President

2. **SECURED PARTY:** **FIRST AMERICAN BANK OF MARYLAND**
c/o First American Metro Corp.
1751 Chain Bridge Road
12th Floor, North Tower
McLean, Virginia 22120
Attention: Brian D. Dilsheimer,
Special Assets Officer

RECORD FEE 25.00
POSTAGE .50
#377950 C063 R01 T13:27
05/07/92
MARY M. ROSE
CLERK CIRCUIT COURT

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

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property ("Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards,

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storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.

d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.

e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Indemnity Deed of Trust or any part of such property into cash or

liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.

h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.

i. All of the Debtor's records with respect to environmental matters, whether or not located at the Real Property and whether in the possession of the Debtor or a third party (including any federal, state, or local agency or instrumentality), and whether written, photographic or computerized.

j. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in an Indemnity Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel, County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of 18 pages.

5. The proceeds and products of the above-described collateral (including insurance proceeds) are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

POINTFIELD LANDING, INC.,
A Maryland corporation

By: _____(SEAL)
Edward J. Dyas, Jr., President

Date: April 2, 1992

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

Michael G. Gallerizzo
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (MGG) 10934

STATE OF MARYLAND

EXHIBIT A

BOOK 580 PAGE 218

PARCEL I

BEGINNING FOR THE FIRST at a point formed by the intersection of the northwesternmost side of the county road known as Jones Station Road and the southwesternmost side of the B & A Railroad right of way, 66 feet wide; thence leaving the said southwesternmost side of B & A Railroad right of way, 66 feet wide, and running along the said northwesternmost side of the county road known as Jones Station Road, 30 feet wide, and referring the meridian of this description to a survey of the Sonneborn Property by J. R. McCrone, Jr., Inc., dated December, 1954 of which the herein described is a part, South 44 degrees 57 minutes West 66.72 feet; thence leaving the said northwesternmost side of the county road known as Jones Station Road and running along the parcel of land owned by Stephen D. Sander recorded among the Land Records of Anne Arundel County, Maryland in Liber 3353, folio 761, North 6 degrees 39 minutes East 34.67 feet; thence leaving the land of Steven D. Stephensander and running along the aforementioned southwesternmost side of the B & A Railroad right of way, 66 feet wide, South 43 degrees 30 minutes East 52.40 feet to the point of beginning; **CONTAINING** 0.03 acres of land, more or less.

BEGINNING FOR THE SECOND at the point formed by the intersection of the northeasternmost side of Old County Road, 30 feet wide, and the southeasternmost side of a county road known as Jones Station Road, 30 feet wide,; thence leaving the said northeasternmost side of Old County Road and running along the said southeasternmost side of the county road known as Jones Station Road, 30 feet wide, North 52 degrees 08 minutes East 589.59 feet; thence North 69 degrees 44 minutes East 264.49 feet; thence North 57 degrees 21 minutes East 103.09 feet; thence North 46 degrees 09 minutes East 174.67 feet and North 33 degrees 24 minutes East 53.85 feet; thence leaving the said southeasternmost side of the county road known as Jones Station Road and running and binding along the outline of that parcel of land belonging to Nelson J. Sears and wife recorded among the Land Records of Anne Arundel County, Maryland in Liber 2832, folio 30, South 88 degrees 50 minutes East 168.62 feet and North 6 degrees 39 minutes East 248.79 feet to a point on the said southeasternmost side of the county road known as Jones Station Road; thence leaving the outline of the last mentioned parcel of land and running along the said southeasternmost side of the county road known as Jones Station Road, North 44 degrees 57 minutes East 104.84 feet to a point on the southwesternmost side of the Old B & A Railroad right of way, 66 feet wide; thence leaving the said southeasternmost side of the county road known as Jones Station Road and running and binding along the said southwesternmost side of the B & A Railroad right

of way, 66 feet wide, South 45 degrees 20 minutes East 979.42 feet; thence leaving the said southwesternmost side of the B & A Railroad right of way and running and binding along the land belonging to Ernest G. Butler, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3912, folio 585, South 64 degrees 58 minutes West 503.05 feet; thence leaving the lands of the last mentioned parcel and running and binding along that parcel of land belonging to Terry V. Kimmel recorded among the Land Records of Anne Arundel County, Maryland in Liber 3588, folio 101, South 61 degrees 12 minutes West 1333.89 feet to a point on the northeasternmost side of Old County Road, thence leaving the lands of the last mentioned parcel and running and binding along the said northeasternmost side of Old County Road, North 13 degrees 21 minutes West 32.17 feet; thence North 23 degrees 15 minutes 30 seconds West 198.65 feet; thence North 29 degrees 39 minutes West 157.83 feet; thence North 34 degrees 10 minutes West 240.89 feet to the point of beginning; **CONTAINING** 28.20 acres of land, more or less.

BEGINNING FOR THE THIRD at a point formed by the intersection of the northeasternmost side of Old County Road, 30 feet wide, and the northwesternmost side of a county road known as Jones Station Road, 30 feet wide; thence leaving the said northwesternmost side of the county road known as Jones Station Road and running along the said northeasternmost side of Old County Road, 30 feet wide, and referring the meridian of this description to a survey of the Sonneborn Property by J. R. McCrone, Jr., Inc., dated December, 1954, of which the herein described is a part, North 36 degrees 15 minutes West 208.93 feet; thence North 39 degrees 52 minutes West 101.10 feet; thence North 44 degrees 34 minutes West 249.06 feet; thence North 40 degrees 40 minutes West 53.12 feet; thence North 33 degrees 03 minutes West 90.13 feet and North 27 degrees 54 minutes West 151.75 feet to a point; said point being on the southernmost outline of a record plat entitled "Old County Estates" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 68, page 8; thence leaving the said northeasternmost side of Old County Road and binding along the southernmost outline of the abovementioned record plat of "Old County Estates" South 89 degrees 10 minutes East 1021.38 feet; thence continuing and binding along that parcel of land belonging to Ruth N. Snellings recorded among the Land Records of Anne Arundel County, Maryland in Liber 3299, folio 505, South 88 degrees 38 minutes East 434.89 feet to a point on the northwesternmost side of the abovementioned county road known as Jones Station Road; thence leaving the lands of the abovementioned Ruth N. Snellings and binding along the said northwesternmost side of the county road

known as Jones Station Road, South 33 degrees 24 minutes West 31.49 feet; thence South 46 degrees 09 minutes West 168.39 feet; thence South 57 degrees 21 minutes West 96.91 feet; thence South 69 degrees 44 minutes West 265.89 feet; thence South 52 degrees 08 minutes West 592.84 feet to the point of beginning; **CONTAINING** 11.19 acres of land, more or less.

43
92

And being the same property which by Deed dated March 23, 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4574, folio 508 was granted and conveyed by Amalie S. Katz, et al, Trustees unto Pointfield Landing, Inc.

PARCEL II

BEGINNING FOR THE SAME at a point on the southwesternmost side of Old County Road, 30 feet wide, as shown on the record plat entitled Minor Subdivision "Swann Point" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 111, at page 5, said point being the southeasternmost corner of Lot 3 as shown on the abovementioned record plat; thence leaving the outline of Lot 3 and running along the said southwesternmost side of Old County Road and referring the meridian of this description to a survey of the Sonneborn property by J. R. McCrone, Jr., Inc., dated December, 1954, of which the herein described is a part, South 40 degrees 40 minutes East 55.78 feet; thence South 44 degrees 34 minutes East 248.86 feet; thence South 39 degrees 52 minutes East 98.92 feet; thence South 36 degrees 15 minutes East 223.14 feet and South 34 degrees 10 minutes East 87.83 feet; thence leaving the said southwesternmost side of Old County
road and running along the outline of the reserved parcel "A" as shown on the abovementioned record plat, South 55 degrees 50 minutes 15 seconds West 344.00 feet; thence North 43 degrees 30 minutes East 341.00 feet; thence North 00 degrees 05 minutes 22 seconds East 178.56 feet; thence North 74 degrees 30 minutes West 197.50 feet; thence North 12 degrees 30 minutes East 240.69 feet and North 53 degrees 05 minutes 13 seconds East 176.70 feet to the point of beginning; **CONTAINING** 6.284 acres of land, more or less.

And being that same property which by Deed dated March 23, 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4574, folio 517 was granted and conveyed by Amalie S. Katz, et al., Trustees unto Pointfield Landing, Inc.

COMMONWEALTH LAND TITLE
INSURANCE COMPANY
15th Floor
World Trade Center
Baltimore, Maryland 21202
1920647

STATE OF MARYLAND

BOOK 580 PAGE 221

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE OF
INDEMNITY FINANCING STATEMENT

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

Identification No: -0- Liber No. 575

Date Recorded: December 18, 1991 Folio No. 314

1. Debtor: NBP-II LIMITED PARTNERSHIP
c/o The KMS Group, Inc.
One Centre Park
Columbia, Maryland 21045

2. Secured Party: THE FIRST NATIONAL BANK OF MARYLAND
P. O. Box 1596
Baltimore, Maryland 21203
Attention: Commercial Real Estate Division
109-900

RECORDING FEE 10.00
PAYABLE .50
5/7/92 0363 R01 T13:33
05/07/92
MARY M. ROSE
CLERK OF CIRCUIT COURT

3. The Secured Party hereby releases the following property and collateral situate therein and thereon from the lien, operation and effect of the Indemnity Financing Statement bearing the file number, liber and folio shown above:

BEING KNOWN AND DESIGNATED as Lot No. 6-B as shown on that certain plat of resubdivision entitled, "Phase Three, an Industrial Resubdivision of Lots 3, 4 and Reserved Parcel 'D', THE NATIONAL BUSINESS PARK, 4th District, Anne Arundel County, Maryland, Plat 8 of 10," which Plat is recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 7758, Plat Book 143, Page 35; and

BEING KNOWN AND DESIGNATED as Lot No. 7-A as shown on that certain plat of resubdivision entitled, "Phase Three, an Industrial Resubdivision of Lots 3, 4 and Reserved Parcel 'D', THE NATIONAL BUSINESS PARK, 4th District, Anne Arundel County, Maryland, Plat 9 of 10," which Plat is recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 7759, Plat Book 143, Page 36.

10
520

THE FIRST NATIONAL BANK OF MARYLAND

Dated: May 1 1992

BY: Lorraine V. Sullivan (SEAL)
Title: VICE PRESIDENT

SUBSCRIBED AND SWORN BEFORE ME this 1st day of ~~April~~ May, 1992.

Donna L. Lee
Notary Public
My Commission Expires: ~~September~~ 1, 1993

RETURN TO:
CHICAGO TITLE INSURANCE
COMPANY OF MARYLAND
110 ST. PAUL ST.
BALTIMORE, MD. 21202

4-116140

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 580 PAGE 222

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 11.00
POSTAGE .50
#437660 C489 R02 T14:43
05/07/92
MARY A. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name Elliott & Frantz, Inc.

Address 450 East Church Road King Of Prussia, PA 19406

2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc.

Address 1180 W. Swedesford Road Berwyn, PA 19312

Person And Address To Whom Statement Is To Be Returned 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 Co, MD

One (1) Gradall Model G660E Hydraulic Excavator S/N 0159445 and complete with all related parts, attachments and accessories.

XXXXXXXXXXXXXXXXXXXXX Equipment Location
10421 Guilford Road
Jessup, MD 20794

Not Subject to recordation tax - inventory financing.
PER Tax Property Article 12-108 (K).(1) to perfect a security interest in inventory

CHECK ☒ THE LINES WHICH APPLY

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

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

1016702-1 18414 MT

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RETURN TO:
LEXIS® DOCUMENT SERVICES
P.O. Box 2969
[illegible] Illinois 62708

(Signature of Debtor)

Elliott & Frantz, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

JAMES M. ELLIOTT PRESIDENT
Type or Print Above Signature on Above Line

60049-00003

Megan Reilly (agent)
(Signature of Secured Party)

The CIT Group/Equipment Financing, Inc.
Type or Print Above Signature on Above Line

11 P 53

STATE OF MARYLAND 580 PAGE 223

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286299

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

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

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

This financing statement Dated April 24, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Tate Chevrolet,Geo,BMW, Inc.

Address 25 Old Mill Bottom Rd. North, Annapolis, Md. 21401

2. SECURED PARTY

Name NationsBank of North Carolina, N.A.

Address P.O. Box 21848 (CO2-17)

Greensboro, NC 27420

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

RECORD FEE 11.00
POSTAGE .50
#657400 C263 R04 T10:13
05/08/92
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)

All of the Debtor's present and future chattel paper and general intangibles held by NationsBank of North Carolina, N.A. The collateral includes, but is not limited to, all present and future reserves, credit to reserves and funds and deposits in reserves held by NationsBank of North Carolina, N.A. arising out of sales and transfers of chattel paper to NationsBank of North Carolina, N.A. by the Debtor.

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)

Tate Chevrolet, GEO, BMW, Inc.

(Signature of Debtor)

Creston Tate Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Creston Tate Pres.

Type or Print Above Signature on Above Line

NationsBank of North Carolina

(Signature of Secured Party)

David Hollodick VP

Type or Print Above Signature on Above Line

760280S4

STATE OF MARYLAND BOOK 580 PAGE 224

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 4/24/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Tate Chrysler Plymouth, Inc.

Address 7429 Ritchie Highway Glen Burnie, MD 21061

2. SECURED PARTY

Name NationsBank of North Carolina, N.A.

Address P.O. Box 21848 (CO2-17)
Greensboro, NC 27420

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

RECORD FEE 11.00
POSTAGE .50

3. Maturity date of obligation (if any) _____

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

All of the Debtor's present and future chattel paper and general intangibles held by NationsBank of North Carolina, N.A. The collateral includes, but is not limited to, all present and future reserves, credit to reserves and funds and deposits in reserves held by NationsBank of North Carolina, N.A. arising out of sales and transfers of chattel paper to NationsBank of North Carolina, N.A. by the Debtor.

Name and address of A

#457410 C283 R04 T10:13
05/08/92
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)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Tate Chrysler Plymouth, Inc.
(Signature of Debtor)

Creston Tate Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Creston Tate Pres.
Type or Print Above Signature on Above Line

NationsBank of North Carolina

David Hollodick VP
(Signature of Secured Party)

David Hollodick VP
Type or Print Above Signature on Above Line

7604 5051

STATE OF MARYLAND BOOK 580 PAGE 225 286301

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 4/24/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Tate Nissan, Inc.

Address 2018 West Street Annapolis, MD 21041

2. SECURED PARTY

Name NationsBank of North Carolina, N.A.

Address P.O. Box 21848 (CO2-17)

Greensboro, NC 27420

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

3. Maturity date of obligation (if any) _____

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

All of the Debtor's present and future chattel paper and general intangibles held by NationsBank of North Carolina, N.A. The collateral includes, but is not limited to, all present and future reserves, credit to reserves and funds and deposits in reserves held by NationsBank of North Carolina, N.A. arising out of sales and transfers of chattel paper to NationsBank of North Carolina, N.A. by the Debtor.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#057420 C283 R04 T10:13
05/08/92
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)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Tate Nissan, Inc.

C. [signature]

(Signature of Debtor)

Creston Tate Pres.

Type or Print Above Name on Above Line

C. [signature]

(Signature of Debtor)

Creston Tate Pres.

Type or Print Above Signature on Above Line

NationsBank of North Carolina

[signature]

(Signature of Secured Party)

David Hollodick VP

Type or Print Above Signature on Above Line

7402 8050

STATE OF MARYLAND BOOK 580 PAGE 226 2863302

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 4/24/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Tate Dodge Annapolis, Inc.

Address 1728 West Street Annapolis, MD 21041

2. SECURED PARTY

Name NationsBank of North Carolina, N.A.

Address P.O. Box 21848 (CO2-17)

Greensboro, NC 27420

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

3. Maturity date of obligation (if any) _____

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

All of the Debtor's present and future chattel paper and general intangibles held by NationsBank of North Carolina, N.A. The collateral includes, but is not limited to, all present and future reserves, credit to reserves and funds and deposits in reserves held by NationsBank of North Carolina, N.A. arising out of sales and transfers of chattel paper to NationsBank of North Carolina, N.A. by the Debtor.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#657430 C263 R04 T10:14
05/08/92
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)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Tate Dodge Annapolis, Inc.

(Signature of Debtor)

Creston Tate Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Creston Tate Pres.

Type or Print Above Signature on Above Line

NationsBank of North Carolina

(Signature of Secured Party)

David Hollodick VP

Type or Print Above Signature on Above Line

7602045

State _____

BOOK 580 PAGE 227

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. 263477 recorded in Liber 502, Folio 117 on 8/28/ 19 86.

1. Debtor(s):

Name(s) L & S Diesel Service, Inc.

Address 400 Arundel Corporation Road

Glen Burnie, Maryland 21061

2. Secured Party:

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

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

Dated: 4/9, 1992

Secured Party:

Signet Bank/Maryland

By: M Willis Macgill

M Willis Macgill, VP

(Type Name and Title)

132

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

BOOK 580 PAGE 228

FINANCING - ANNE ARUNDEL COUNTY

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 284836
Date of Filing October 22, 1991 Record Reference Book 573, page 385
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
South County Residential Projects, Inc.	P.O.	BOX 1951	Annapolis,	Maryland 21404

Name of Secured Party or assignee	No.	Street	City	State
The Annapolis Banking and Trust Company	P.O.	BOX 311	Annapolis,	Maryland 21404

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

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 Number 47, Greenbriar

RECORD FEE 10.00
POSTAGE .50
#143870 C191 ROS T11:40:00
03/08/92
ANY CHARGE
AA CO. CIRCUIT COURT

Debtor(s) or assignor(s)

THE ANNAPOLIS BANKING AND TRUST COMPANY (Seal)
(Corporate, Trade or Firm Name)

William A. Beach
Signature of Secured Party or Assignee

(Type or print name under signature)

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

10.8

S0010.1

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

Washington Law Reporter Form 1001
1828 Eye St., N.W., Washington, D.C. 20006

BOOK 580 PAGE 229

FINANCING - ANNE ARUNDEL COUNTY

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 284836
Date of Filing October 22, 1991 Record Reference Book 573, page 385
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
South County Residential Projects, Inc.	P.O. BOX 1951		Annapolis,	Maryland 21404

Name of Secured Party or assignee	No.	Street	City	State
The Annapolis Banking and Trust Company	P.O. BOX 311		Annapolis,	Maryland 21404

After Recording Please Return To: SHAFER, BUCK & MICHAL, CHARTERED P.O. Box 3400 Annapolis, Maryland 21404

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 Number 46, Greenbriar

RECORD FEE $10.00
POSTAGE .50
#144000 C1P1 ROS 01:10:4
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Debtor(s) or assignor(s)

THE ANNAPOLIS BANKING AND TRUST COMPANY

_____ _____(Seal)
(Corporate, Trade or Firm Name)

_____ William A. Bussil
Signature of *Secured Party* or Assignee

_____ _____
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in Ink)

16.4

S0010.3

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

Washington Law Reporter Form 1001
1828 Eye St., N.W., Washington, D.C. 20006

BOOK 580 PAGE 230

FINANCING - ANNE ARUNDEL COUNTY

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 284836
Date of Filing October 22, 1991 Record Reference Book 573, page 385
Maturity date (if any)

After Recording Please Return To:
SNIDER, HUCK & MIDDAL, CHARTERED
P. O. Box 2400
Annapolis, Maryland 21404

RETURN TO:

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
South County Residential Projects, Inc.	P.O. BOX 1951		Annapolis,	Maryland 21404

Name of Secured Party or assignee	No.	Street	City	State
The Annapolis Banking and Trust Company	P.O. BOX 311		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 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 Number 45, Greenbriar

RECORD FEE 10.00
POSTAGE .50
M14A030 CIP1 ROS TX1 [illegible]
05/08/92
[illegible] CIRCUIT COURT

Debtor(s) or assignor(s)

_____

_____

_____
(Type or print name under signature)

THE ANNAPOLIS BANKING AND TRUST COMPANY
_____ (Seal)
(Corporate, Trade or Firm Name)
William A. Buck
Signature of Secured Party or Assignee
_____
(Owner, Partner or Officer and Title)
(Signatures must be in Ink)

105

S0010.2

BOOK 580 PAGE 231 2863

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: CHARLES GROUP, INC.
30 Greenway, N.W., Suite 11
Glen Burnie, MD 21061

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 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 Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, 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.

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 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:

CHARLES GROUP, INC.

By: _____ (SEAL)
Charles M. Schurman, President

Secured Party:

SEVERN SAVINGS BANK, FSB

By: _____ (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

charles.fs2 s005.245

EXHIBIT "A" - LEGAL DESCRIPTION

All those lots or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Numbered 10, as shown on Plats entitled "Dorsey Run," which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 141, pages 20 and 21, as Plat Nos. 7343 and 7344.

BOOK 580 PAGE 234

28[illegible]4

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: CHARLES GROUP, INC.
30 Greenway, N.W., Suite 11
Glen Burnie, MD 21061

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 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 Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, 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.

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 its development, occupancy and use.

(b) Proceeds of all collateral are covered.

15.50

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:

CHARLES GROUP, INC.

By: _____ (SEAL)
Charles M. Schurman, President

Secured Party:

SEVERN SAVINGS BANK, FSB

By: _____ (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

charles.fs2 s005.248

EXHIBIT "A" - LEGAL DESCRIPTION

All those lots or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Numbered 2, as shown on Plats entitled "Dorsey Run," which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 141, pages 20 and 21, as Plat Nos. 7343 and 7344.

BOOK 580 PAGE 237

2863405

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: CHARLES GROUP, INC.
30 Greenway, N.W., Suite 11
Glen Burnie, MD 21061

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 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 Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, 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.

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 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:

CHARLES GROUP, INC.

By: _____ (SEAL)
Charles M. Schurman, President

Secured Party:

SEVERN SAVINGS BANK, FSB

By: _____ (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

charles.fs2 s005.247

EXHIBIT "A" - LEGAL DESCRIPTION

All those lots or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Numbered 8, as shown on Plats entitled "Dorsey Run," which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 141, pages 20 and 21, as Plat Nos. 7343 and 7344.

CFINSTMT1 ANNE ARUNDEL COUNTY 11.50 286306

FINANCING STATEMENT

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

BOOK 580 PAGE 240

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

RECORD FEE 11.00
POSTAGE .50
#432220 C489 B02 T12:17
05/08/92
MARY M. TWIGG
AA CO. CIRCUIT COURT

5. Debtor(s) Name(s): JERRY'S SIDING & ROOFING, INC.
Address(es): 160 PENROD COURT, GLEN BURNIE, MD 21061

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.

☐ 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: JERRY'S SIDING & ROOFING, INC.

By: _____ (Seal) _____ (Seal)
Jerry Foster, 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.

11.00
.50

STATE OF MARYLAND

ANNE ARUNDEL COUNTY
FINANCING STATEMENT RECORDS

BOOK 580 PAGE 241

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264185

RECORDED IN LIBER 503 FOLIO 445 ON October 7, 1986 (DATE)

1. DEBTOR

Name Corson and Gruman Company

Address 12001 Guilford Road, Annapolis Junction, Maryland 20701

2. SECURED PARTY

Name American Security Bank, N.A.

Address 1734 15th Street, N.W., Washington, D.C. 20013

Attention: Kristen P. Lamb
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: Mercantile-Safe Deposit & Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21201

AMERICAN SECURITY BANK, N.A.

Dated 5/5/92

Kristen P. Lamb
(Signature of Secured Party)

Kristen P. Lamb, Vice President
Type or Print Above Name on Above Line

184

B /

2863.07

FINANCING STATEMENT BOOK 580 PAGE 242

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

This Financing Statement evidences and publicizes the lien and provisions of a Consolidated, Amended and Restated Deed of Trust (the "Restated Deed of Trust") securing a debt in the principal amount of $2,400,000.00. Recordation taxes have been paid to the Clerk, Circuit Court of Anne Arundel County.

NAME OF DEBTORS:

CG ENTERPRISES, INC.

CORSON AND GRUMAN COMPANY

CORMAN CONSTRUCTION, INC.

CGP, INC.

ADDRESS OF DEBTORS:

12001 Guilford Road
Annapolis Junction, Maryland 20701

NAME OF SECURED PARTY:

**MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY**

ADDRESS OF SECURED PARTY:

2 Hopkins Plaza
Baltimore, Maryland 21201
Attention: Frank K. Turner, Jr.
Vice President

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

   A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in

16 52

connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incine-rating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Restated Deed of Trust hereinafter mentioned.

B. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the real property described in the Restated Deed of Trust; including also (i) all books, records, contracts, surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises hereinafter described, and (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Restated Deed of Trust hereinafter mentioned, and (iii) all right, title and interest of Debtors as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Assignment of Lessor's Interest in Leases and Guarantees of even date herewith.

C. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Restated Deed of Trust hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to

the extent of all amounts which may be secured by said Restated Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

D. Proceeds of the above described collateral.

2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, being approximately 12.5 acres of ground, more or less, known as 12001 Guilford Road, Annapolis Junction, Maryland 20701, in Anne Arundel County, Maryland, and more fully described in and conveyed by Debtors in the Restated Deed of Trust, recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Restated Deed of Trust and Assignment of Lessor's Interest in Leases and Guarantees constituting the Security Agreement to this secured transaction.

Dated: May 6, 1992

DEBTORS' SIGNATURES:

CG ENTERPRISES, INC.

By: _____ **(SEAL)**
Anthon C. Cox Jr Vice President

CORSON AND GRUMAN COMPANY

By: _____ **(SEAL)**
Anthon C. Cox Jr President

CORMAN CONSTRUCTION, INC.

By: _____ **(SEAL)**
William G Cox, Pres.

CGP, INC.

By: _____ **(SEAL)**
Anthon C. Cox Jr President

6795/merge 6796/BLURE

C-1

STATE OF MARYLAND

ANNE ARUNDEL COUNTY
FINANCING STATEMENT RECORDS BOOK 580 PAGE 245

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263998

RECORDED IN LIBER 503 FOLIO 301 ON September 30, 1986 (DATE)

1. DEBTOR

Name CG Enterprises, Inc.

Address 12001 Guilford Road, Annapolis Junction, MD 20701

TW

2. SECURED PARTY

Name American Security Bank, N.A.

Address 1734 15th Street, N.W., Washington, D.C. 20013

Attn: Kristen P. Lamb

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** X ☐ (Indicate whether amendment, termination, etc.)

Dated 5/5/92

AMERICAN SECURITY BANK, N.A.

Kristen P. Lamb
(Signature of Secured Party)

Kristen P. Lamb, Vice President
Type or Print Above Name on Above Line

C-2

STATE OF MARYLAND

ANNE ARUNDEL COUNTY
FINANCING STATEMENT RECORDS

BOOK 580 PAGE 246

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

THIS STATEMENT **REFERS** TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265008

RECORDED IN LIBER 505 FOLIO 592 ON December 4, 1986 (DATE)

1. DEBTOR

Name Corson and Gruman Company

Address 12001 Guilford Road, Annapolis Junction, Maryland 20701

2. SECURED PARTY

Name American Security Bank, N.A.

Address 1734 15th Street, N.W., Washington, D.C. 20013

Attention: Kristen P. Lamb
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 X (Indicate whether amendment, termination, etc.)

Dated 5/5/92

AMERICAN SECURITY BANK, N.A.

K P L
(Signature of Secured Party)

Kristen P. Lamb, Vice President
Type or Print Above Name on Above Line

C-3

STATE OF MARYLAND

ANNE ARUNDEL COUNTY
FINANCING STATEMENT RECORDS BOOK 580 PAGE 247

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265008

RECORDED IN LIBER 505 FOLIO 592 ON December 4, 1986 (DATE)

1. DEBTOR

Name CG Enterprises, Inc.

Address 12001 Guilford Road, Annapolis Junction, Maryland 20701

2. SECURED PARTY

Name American Security Bank, N.A.

Address 1734 15th Street, N.W., Washington, D.C. 20013

Attention: Kristen P. Lamb

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 X (Indicate whether amendment, termination, etc.)

Dated 5/5/92

AMERICAN SECURITY BANK, N.A.

Kristen P. Lamb
(Signature of Secured Party)

Kristen P. Lamb, Vice President
Type or Print Above Name on Above Line

C 4

STATE OF MARYLAND
ANNE ARUNDEL COUNTY
FINANCING STATEMENT RECORDS

BOOK 580 PAGE 248

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265008

RECORDED IN LIBER 505 FOLIO 592 ON December 4, 1986 (DATE)

1. DEBTOR

Name Corman Construction, Inc.

Address 12001 Guilford Road, Annapolis Junction, MD 20701

2. SECURED PARTY

Name American Security Bank, N.A.

Address 1734 15th Street, N.W., Washington, D.C. 20013

Attn: Kristen P. Lamb
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.)

10.50

Dated 5/5/92

AMERICAN SECURITY BANK, N.A.
(Signature of Secured Party)
Kristen P. Lamb, Vice President
Type or Print Above Name on Above Line

BOOK 580 PAGE 240

2863018

This **FINANCING STATEMENT** is presented to o filing officer for filing pursuont to the Uniform Commerciol Code:

1. Debtor(s) (Lost Nome First) ond oddress(es)

Starting Gate Servicenter, Inc.
3460 Fort Meade Road
Laurel, Maryland 20724
Fed. Tax ID # 52-1674893

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

Stidham Tire & Auto Care, Inc.
3900 Whitetire Road
Landover, Maryland 20785-1664

3. Moturity dote (if any):

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

4. This finoncing stotement covers the following types (or items) of property:

Debtor grants to secured party a continuing security interest in all of debtor's inventory sold or distributed by secured party, wherever located, now owned or hereafter acquired. All proceeds therefrom, including accounts, chattel paper, contract rights, general intangibles, instruments, insurance proceeds and deposit accounts and other rights to payment, and debtor's books and records, to secure payment of all debtor's indebtedness owed to secured party.

"Document not subject to Maryland Recordation Tax"

5. Assignee(s) of Secured Porty ond Address(es)

This stotement is filed without the debtor's signoture to perfect o security interest in colloterol. (check ☒ if so)
☐ olreody subject to a security interest in onother jurisdiction when it wos brought into this stote.
☐ which is proceeds of the originol colloterol described obove in which a security interest wos perfected:

Filed with:
Circuit Court of Anne Arundel County

Check ☒ if covered: ☒ Proceeds of Colloterol ore olso covered. ☐ Products of Colloterol ore olso covered. No. of oddltionol Sheets presented:

Starting Gate Servicenter, Inc.
By: Kenneth Ruehl, President
Signature(s) of Debtor(s)

Title

Stidham Tire & Auto Care, Inc.
By: Michael A. Guy, Chief Executive Officer
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

BOOK 580 PAGE 250

2863(3

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)

B & T Air Express, Inc.
7526 Connelly Drive Suite D
Hanover AA MD 21214

2 Secured Party(ies) and Address(es)

Dovell & Williams, Inc.
7110 Crain Highway
Glen Burnie MD 21061

3 Maturity date (if any):

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

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

24' Dry Freight Van Body attached to an
1992 Isuzu FSR Model JD700 # 129113
serial number JALH6A1U5N3100561

"Document not subject to recordation tax-security agreement ~~executed by debtor~~"

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

Associates Commercial
Corp. 200
1801 McCormick Dr Suite
Landover MD 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: 1377883 AA

B & T Air Express, Inc.

By: per- B&T Air Express President
Signature(s) of Debtor(s)

Dovell & Williams, Inc.

By: Alice H. Williams
Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

11/5

603469 Rev 12-80

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1

28613.0 BOOK 580 PAGE 251
Identifying File No.

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

If transaction or transaction wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 5000.00

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

This financing statement Dated 4/7/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Christopher P. Erickson / Cathleen B. Erickson

Address 124 Lee Drive Annapolis, Maryland 21403

2. SECURED PARTY

Name Maryland National Bank

Address 920 Bay Ridge Road

Annapolis, Maryland 21403

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

3. Maturity date of obligation (if any)

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

Outboard Engine: 1992 Evinrude 88 HP, model #E88MSLKM, Ser.#03085464

Boat: 1980 Galaxy 19' #GALSW464M80F

Trailer: 1980 Shoreline #007323

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)

Christopher P. Erickson
(Signature of Debtor)

Type or Print Above Name on Above Line

Cathleen B. Erickson
(Signature of Debtor)

Type or Print Above Signature on Above Line

Jennie C. Pumphrey
(Signature of Secured Party)
Jennie C. Pumphrey

Type or Print Above Signature on Above Line

28611

BOOK 580 PAGE 252

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)	2 Secured Party(ies) and Address(es)	3 For Filing Officer (Date, Time, Number, and Filing Office)
Rental Works 1919 Lincoln Drive Annapolis, MD 21401	Bil-Jax, Inc. 595 E. Lugbill Road Archbold, OH 43502	TW

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

All Bil-Jax equipment heretofore or hereafter sold to Debtor and all contract rights, instruments, chattel paper and proceeds generated therefrom, whether by lease or otherwise, and whether now existing or hereafter created or acquired.

RECDG FEE 13.00
POSTAGE .50
TOTAL 13.50
03/09/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Not Subject to Recordation Tax

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

Filed with Clerk of Circuit Court of Anne Arundel County

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

Rental Works

By: Kenneth R Wagner - Pres
Signature(s) of Debtor(s)

Bil-Jax, Inc.

By: Keith E Shaw
Signature(s) of Secured Party(ies)

Filing Office Copy—Alphabetical

STANDARD FORM—
UNIFORM COMMERCIAL CODE—UCC-1

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

Revised, Am. S.B. 161, Eff. 3/15/82
anderson publishing co. cincinnati, ohio 45201
(Reprinted 6/89)

BIL-JAX, INC. SECURITY AGREEMENT BOOK 580 PAGE 253

...he undersigned, herein called "Debtor", hereby grants to Bil-Jax, Inc., an Ohio ...poration, of 595 E. Lugbill Rd., Archbold, Ohio 43502, herein called "Secured Party," ... security interest in all Bil-Jax equipment heretofore or hereafter sold to Debtor and all contract rights, instruments, chattel paper and proceeds generated therefrom, whether by lease or otherwise, and whether now existing or hereafter created or acquired, herein collectively called the "Collateral," to secure payment of any and all indebtedness and liabilities whatsoever of Debtor to Secured Party, whether direct of indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and howsoever acquired by Secured Party, and together with all costs and expenses of Secured Party relating thereto or with respect to the Collateral, all herein collectively called the "Obligations."

1. Debtor agrees to keep the Collateral at 1919 Lincoln Drive
(No. and Street)
Anne Arundel (County) Annapolis (City) MD (State) 21401 (Zip)
until written consent to the contrary is secured from Secured Party.

2. Debtor agrees to do all acts and things and will execute and file all instrumen... (including security agreements, financing statements, continuation statements, etc.) requested by Secured Party to establish, maintain and continue a perfected security interest in the Collateral.

3. Upon default in payment of any of the Obligations when due, or when Secured Party deems itself to be insecure, Secured Party may, at its option, without notice or demand declare any one or more or all of the Obligations immediately due and payable, take possession of the Collateral, and may thereupon or at any time or times thereafter sell the Collateral or any part or parts thereof at public or private sale without notice, advertisement or demand of any kind, and may apply the net proceeds, after deducting all costs and expenses for collection, sale and delivery, to the payment of any one or more or all of the Obligation returning the residue if any on demand therefor. At any public sale, Secured Party may purchase any part or parts of the Collateral and, in addition, Secured Party shall have all of the rights and remedies of a secured party under the Uniform Commercial Code. in any case where Secured Party determines to give notice of any sales or other dispositions of Collateral, the mailing of notice by any form of United States Mail, postage prepaid, to Debtor at the address given below, or if none is given to the last known address, at least ten days before any sale or other disposition, conclusively shall be deemed reasonable notice thereof. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorney fees and legal expenses.

Dated: March 24, 1992

CORPORATION ( ) or PARTNERSHIP ( ) or SOLE PROPRIETOR ( ) (check which)

Rental Works (Debtor) 1919 Lincoln Drive (No. & Street) Anne Arundel (County)
Annapolis (City) MD (State) 21401 (Zip)

By: Kenneth R Wayne Pres. (officer or partner)

By: _____, its _____
(officer or partner)
BIL-JAX, INC., Secured Party

By: _____, its _____, 595 E. Lugbill Rd., Archbold, OH 43502

FORM NO. 6295

NOTE Send ONLY first page to the Department of State You will receive a computer receipt Pages 1 & 2 are for County filing only
Pages 3 and 4 are for your records Check with the Prothonotary of the County for proper use of this form in that County

PARTIES

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

Ft. McHenry Lumber Co., Inc
t/a Mid Atlantic Wood Preservers, Inc
P.O.Box 58 Shipley Avenue
Harmana, Md 21077

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:

CoreStates Bank, N.A. as successor to
First Pennsylvania Bank, N.A.
16th & Market Streets
Centre Square
Phila. Pa. 19101

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):

CoreStates Bank, N.A. as successor to
First Pennsylvania Bank, N.A.

Nancy Krajnikovich , Vice President

4

FINANCING STATEMENT CHANGE
Uniform Commercial Code Form UCC-3
IMPORTANT — Please read instructions on reverse side of page 4 before completing

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

BOOK 580 PAGE 254

5

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

☐ Secretary of the Commonwealth.
☒ Prothonotary of Anne Arundel, Md County.
☐ Real Estate Records of _____ County. 6

Number of Additional Sheets (if any): 7

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

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. Liber 396 Page 312 / 222103 filed with the:

☐ Secretary of the Commonwealth on (date) _____.
☒ Prothonotary of Anne Arundel County on (date) 1-3-79.
☐ Real Estate Records of _____ County on (date) _____.

9

DESCRIPTION OF FINANCING STATEMENT CHANGE

☐ **Continuation** - The original Financing Statement identified above is still effective.
☒ **Termination** - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.
☐ **Release** - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.
☐ **Assignment** - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.
☐ **Amendment** - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

10

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

RECORD FEE 10.00
POSTAGE .50
#104100 CSI MOD TRANS
03/08/79
MARY M. ROSE
AA CO. CIRCUIT COURT

11

RETURN RECEIPT TO:
Corestates Bank, N.A.
Loan Acct Dept. 01 003 91 60
P.O.Box 7558
Philadelphia, Pa. 19101

2/16/94

12

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 580 PAGE 255 Identifying File No. 286343

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 OUTDOOR POWER, INC

Address 436 CHINQUADIN ROUND ROAD, ANNAPLIS, MD

RECORD FEE 11.00
POSTAGE .50
#14210 CM1 MON 715:31
05/08/92
MARY M. ROSE
CLK CIRCUIT COURT

2. SECURED PARTY

Name KUBOTA TRACTOR CORPORATION

Address 1025 NORTHBROOK PARKWAY, SUWANEE, GA 30174

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)

"ALL TRACTORS, ENGINES, SPARE PARTS, ACCESSORIES AND ANY OTHER GOODS AND INVENTORY SOLD BY SECURED PARTY TO DEBTOR, TOGETHER WITH ANY AND ALL USED INVENTORY, ENGINES, SPARE PARTS AND ACCESSORIES FINANCED BY SECURED PARTY, WHETHER NOW OWNED OR HEREAFTER ACQUIRED AND WHEREVER LOCATED, AND ANY AND ALL ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, GENERAL INTANGIBLES AND/OR CHATTEL PAPER ARISING FROM THE SALE, LEASE OR OTHER DISPOSITION OF THE ABOVE DESCRIBED GOODS AND PROPERTY, INCLUDING ANY AND ALL TRADE-INS, AND ALL EQUIPMENT, INVENTORY, ACCOUNTS, GENERAL INTANGIBLES, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS AND OTHER PERSONAL PROPERTY OF ANY TYPE ACQUIRED WITH ANY CASH PROCEEDS, AND ANY AND ALL PRODUCTS, REPLACEMENTS, SUBSTITUTIONS, ACCESSIONS, ADDITIONS AND PROCEEDS OF ALL OF THE ABOVE."

Name and address 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)

Kenneth R Wagner - Pres.
(Signature of Debtor)

Kenneth R. Wagner-President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Patsy McDonald
(Signature of Secured Party)

PATSY McDONALD
Type or Print Above Signature on Above Line

PARTIES

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

BALDWIN LINE CONSTRUCTION OF MD, INC.
6121 RT 322
NARVON, PA. 17555

1

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

1a

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

1b

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

BLUE BALL NATIONAL BANK
1060 MAIN ST
BLUE BALL PA 17506

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): BLUE BALL NATIONAL BANK

Carl E Weaver

CARL E. WEAVER, VICE PRESIDENT
LOAN ADMINISTRATION

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 580 PAGE 256

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):

STATE OF MARYLAND

☐ Secretary of the Commonwealth.
☒ Prothonotary of ANNE ARUNDEL County.
☐ Real Estate Records of _____ County. 6

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): 8

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. BK 560 PG 479 filed with the:

☐ Secretary of the Commonwealth on (date) _____.
XX Prothonotary of ANNE ARUNDEL County on (date) 10/2/90.
☐ Real Estate Records of _____ County on (date) _____.

9

DESCRIPTION OF FINANCING STATEMENT CHANGE

☐ **Continuation** - The original Financing Statement identified above is still effective.

XX **Termination** - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.

☐ **Release** - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.

☐ **Assignment** - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.

☐ **Amendment** - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

10

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

RECORD FEE 12.00
POSTAGE .50
#144230 C191 R03 T03:22
09/28/1990
MARY M. ROSE
AA CO. CIRCUIT COURT

11

RETURN RECEIPT TO:

BLUE BALL NATIONAL BANK
COLLATERAL CONTROL DEPT.
PO BOX 580
BLUE BALL PA 17506

12.50

12

STANDARD FORM UCC-3 (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 580 PAGE 257

286314

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)

Sellers, Mildred F.
Riha, Delores G.
212 W. Riverview Road
Baltimore, MD 21225

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

National Thermal Industries, Inc.
817 Maiden Choice Lane ste. 250
Baltimore, MD 21228

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

RECORD FEE 12.00
POSTAGE .50
#146070 CHG 003 T15:13
10/09/90
MARY M. ROSE

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

Total amount financed $2700.00 Recorded in land records

(6) vinyl replacement windows
(1) door

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

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

Chrysler First
5550 Sterrett Pl. 205
Columbia, MD 21044

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: National Thermal Industries, Inc.
817 Maiden Choice In/250
Baltimore, MD 21228

(X) Delores G Riha

By (X) Mildred F Sellers

Delores G. Riha
Mildred F. Sellers
Signature(s) of Debtor(s)

12 50

By: Jon Sagner
Signature(s) of Secured Party(ies)

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

Anne Arundel
~~Annapolis~~ County

STATE OF MARYLAND

BOOK 580 PAGE 258

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 10598

RECORDED IN LIBER 15 **FOLIO** 581 **ON** September 18, 1964 **(DATE)**

1. DEBTOR

Name Annapolis Bendix Sales & Service, Incorporated t/a F & B Appliances

Address 1919 West Street Annapolis, Maryland

RECORD FEE 10.00
POSTAGE .50
#439150 C489 R02 T11:59
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Whirlpool Acceptance Corporation

Address 8220 Wellmoor Court Savage, Maryland 20863

Whirlpool Financial Corp. P.O. Box 1119, Mt. laurel, NJ ~~08054~~ 08054

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

3. Maturity date of obligation (if any) ———

CHECK ☒ FORM OF STATEMENT

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

Amend secured party's name & address to:

Whirlpool Financial Corporation
P.O. Box 1119
Mt. Laurel, NJ 08054

Power of Attorney
Jeffrey Kremenich
Jeffrey Kremenich
(Print Name on Above Line)

Dated March 20, 1992

Jeffrey Kremenich 3/21/92
(Signature of Secured Party)
Jeffrey Kremenich
Type or Print Above Name on Above Line

10.00

STATE OF MARYLAND

BOOK 580 PAGE 259

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 64027

RECORDED IN LIBER 98 **FOLIO** 326 **ON** September 7, 1967 **(DATE)**

RECORD FEE 10.00
POSTAGE .50
#439160 C499 R02 T11:59
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name Marley Television Company, Inc. t/a Bay TV, Inc.

Address 798 Ritchie Highway, Severna Park, Maryland 21146

2. SECURED PARTY

Name Whirlpool Financial Corporation

Address 8220 Wellmoor Court Savage, Maryland

Whirlpool Financial Corp. P.O. Box 1119, Mt. Laurel, NJ 08054
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

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

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

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

Amend secured party's address to: P.O. Box 1119
Mt. Laurel, NJ 08054

Power of Attorney
Jeffrey Kremenich 3/21/92
Jeffrey Kremenich
(Print Name on Above Line)

Dated March 20, 1992

Jeffrey Kremenich 3/21/92
(Signature of Secured Party)
Jeffrey Kremenich
Type or Print Above Name on Above Line

10.00

BOOK 580 PAGE 260

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286.515

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Bodacious Company T/A Annapolis Post Box

Address 3 Church Circle, Annapolis, MD 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.

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

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

3. Maturity date of obligation (if any) _____

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

One (1) IMT 486-33 Computer, S/N: W920312155
Model 3600 at W/8 Meg
One (1) Samsung Monitor, S/N: 2950701495
Standard VGA
One (1) Focus 2001 Keyboard, S/N: 2222198
101 Enhanced Keyboard A/X

RECORD FEE 12.00
POSTAGE .50
#439170 C489 R02 T12:01
05/08/92
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)

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 Jack J. Ellis
(Signature of Debtor)

Jack J. Ellis
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers
(Signature of Secured Party)

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

1200
13

2863176

BOOK 580 PAGE 261

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)

Clark, Maurice
1873 C. Forrest Ave
Fort Meade, MD 20755
519-90-5124AA

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

JOHN DEERE COMPANY
P.O. Box 65090
West Des Moines, IA 50265

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

RECORD FEE 11.00
POSTAGE .50
#A39180 CASH REC T13:01
05/08/92
MARY H. ROSE
AA CO. CIRCUIT COURT

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

John Deere 260 Tractor Serial #010082
John Deere 326 Tiller Serial # 575264,

REGARDING UCC-1 FINANCING STATEMENT FILED WITH TIPTON COUNTY, TN
ON 12OCT89 FILE NUMBER 060910.
DEBTOR HAS MOVED TO THE ABOVE DESCRIBED ADDRESS AND THIS
NOW NEEDS TO BE FILED WITH ANNE ARUNDEL COUNTY, MD.
THIS STATEMENT IS BEING FILED WITHOUT DEBTOR'S
SIGNATURE TO PERFECT A SECURITY INTEREST IN COLLATERAL
ALREADY SUBJECT TO A SECURITY INTEREST IN THE ABOVE DESCRIBED JURISDICTION.

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

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

☒ 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: Ann Arundel

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

JOHN DEERE COMPANY

By: _____
Signature(s) of Debtor(s)

By: Laura Al-Natsha
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 580 PAGE 262 Identifying File No. 13480

286:17

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 52751.6

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

This financing statement Dated 4-15-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kenneth Demery

Address 2935 B Dunn Court Ft Meade Md 20755

2. SECURED PARTY

Name Avco Financial Servs

Address Box 637 Annapolis Rd Landover 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)

Certain household goods & personal property.

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 11.00
RECORD TAX 38.50
POSTAGE .50
#439190 C489 R02 T12:03
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Kenneth Demery
(Signature of Debtor)

Kenneth Demery
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.00
38.50

286318

BOOK 580 PAGE 263

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 04-28-1992 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.
Forman, M.D., Jonathan P. **Forman, Judith** **416 St. Ives Drive** **Severna Park, MD 21146**	(X) ORIGINAL FINANCING STATEMENT ( ) CONTINUATION ORIGINAL STILL EFFECTIVE ( ) AMENDMENT ( ) ASSIGNMENT ( ) PARTIAL RELEASE OF COLLATERAL ( ) TERMINATION
Name and address of Secured Party **Annapolis National Bank** **P.O. Box 2279** **Annapolis, MD 21404-2279**	Name and address of Assignee
Date of maturity, if any	Check if proceeds/products of collateral are covered (X)

RECORDING FEE 12.00
POSTAGE .50
#439200 C489 R02 T12:03
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment 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.

Jonathan P. Forman M.D.

Forman, M.D., Jonathan P.

Judith P. Morgan - Forman

Forman, Judith

Signatures of Debtors

Annapolis National Bank

Signature of Secured Party

12.00 SU

BOOK 580 PAGE 264

286319

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)

LENCO VAN & STORAGE, INC.
126 N. LANGLEY ROAD
~~XXXXXXXXX~~, MARYLAND 21060

Glen Burnie,

2 Secured Party(ies) and Address(es)

HARBOR TRUCK SALES & SVC, INC.
2723 ANNAPOLIS ROAD
BALTIMORE, MD 21230

3 Maturity date (if any):

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

RECORD FEE 11.00
POSTAGE .50
#439230 C489 R02 T12:18
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

1988 - GMC - FORWARD WITH 14' ATLANTES II VAN BODY
S/N#J8DB4B1H5J7003870 S/N 88-1076

"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, MD 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: ~~XXXXXXXXXXXXXXXXXX~~ County of AA #1377984

LENCO VAN & STORAGE INC.

By: Charles W. Thomas, President
Signature(s) of Debtor(s)

HARBOR TRUCK SALES & SERVICE, INC.

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

Filing Officer Copy Alphabetical

603469 Rev 12-80

Z

11.00

PARTIES

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

WALTER ABNER ERDMAN III
CHESAPEAKE MOBILE COURT LOT #112
HANOVER MD 21076 1

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

CHESAPEAKE MOBILE COURT LOT #112
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.
DEEP RUN MOBILE HOMES
P.O. BOX 789
COLUMBIA MD 21045 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.
Diana L. Haught, 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): 286320

Date, Time, Filing Office (stamped by filing officer):
RECORD FEE 11.00
POSTAGE .50
#439250 C489 R02 T12:20
05/08/92
MARY M. ROSE
HA CO. CIRCUIT COURT 5

BOOK 580 PAGE 265

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 ZIMMER HOMES CORP. WINDSOR
14 X 70 SERIAL# ZWI701413949 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 WALTER ABNER ERDMAN III X Walter Abner Erdman III

1a

1b 11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

1

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.

REORDER FROM
Registré,
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 5
(612) 421-171

11 00 SD

PARTIES

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

EMILY BAKER
7959 TELEGRAPH RD. LOT #130
SEVERN MD 21144 1

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

7959 TELEGRAPH RD. LOT #130
SEVERN MD 21144 1a

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

1b

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

CHESAPEAKE MH OF LAUREL, INC

10039 N. SECOND AVENUE
LAUREL MD 20707 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 MH OF LAUREL, INC
Diana L. Staught, 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 580 PAGE 266

286121

RECORD FEE 11.00
POSTAGE .50
#439260 C489 R02 T12:21
05/08/93
MARY M. ROSE 5
AA CO. CIRCUIT COURT

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

☐ Secretary of the Commonwealth.
☐ Prothonotary of _____ County.
☐ real estate records of _____ County.

6

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:

1989 HOLLY PARK HOMES FOREST PARK
14 X 66 SERIAL# 03FP11089 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 EMILY BAKER X Emily Baker

1a

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.

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

1100 K

PARTIES

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

ALVIN B. PERRY
8382 GATEWOOD DR.
JESSUP MD 20794 1

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

RUTH M. PERRY
8382 GATEWOOD DR.
JESSUP MD 20794 1a

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

1b

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

EASTERN HOMES, INC.

8291 WASHINGTON BLVD.
JESSUP MD 20794 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
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):

EASTERN HOMES, INC.
Gertrude C Mickley
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): 286:122

Date, Time, Filing Office (stamped by filing officer):
RECORD FEE 12.00
POSTAGE .50
#439270 C489 R02 T12:22
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT 5

BOOK 580 PAGE 267

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:
1987 ZIMMER HOMES CORP.
14 X 56 SERIAL# ZZN3723 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 ALVIN B. PERRY Alvin B Perry
R P
1a RUTH M. PERRY Ruth M Perry

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.

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

12 00
50

BOOK 580 PAGE 268

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286323

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

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

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

This financing statement Dated 4/10/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name E & B Erectors, Inc.

Address 105A Maple Avenue, Pasadena, Maryland 21122

RECORD FEE 11.00
POSTAGE .50
#439320 C489 R02 T12:32
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Arc Welder Sales & Rental Company, Inc.

Address 3403 Sinclair Lane
Baltimore, Maryland 21213

Person And Address To Whom Statement Is To Be Returned If Different From Above
THE LINCOLN ELECTRIC CO., 22801 ST. CLAIR AVE., CLEVELAND, OHIO 44117-1199

3. Maturity date of obligation (if any) _____

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

Two (2) Lincoln K-1283-1 SA 250 welding unit, complete with trailer.

Serial # A-1189992, Code # 9600HP

Serial # A-1198891, Code # 9600HP

CONDITIONAL SALES CONTRACT IS EXEMPT FROM RECORDATION TAX.

ASSIGNEE OF THE SECURED PARTY:
THE LINCOLN ELECTRIC CO.
22801 ST. CLAIR AVE.
CLEVELAND OH 44117-1199

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Joe Erickson
(Signature of Debtor)

Joe Erickson, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Terry O. Riggleman
(Signature of Secured Party)

Terry O. Riggleman, General Manager
Type or Print Above Signature on Above Line

1/00
12

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

BOOK 580 PAGE 269

STATEMENT OF CONTINUATION ☐
TERMINATION ☒
ASSIGNMENT ☐
PARTIAL RELEASE ☐

Name of Debtor (or Assignor): SMITH, Ray D

Address: 118 Otis Dr., Servern, Md. 21144

Name of Secured Party (or Assignee): WESTMINSTER BANK & TRUST COMPANY
Address: 69 - 71 EAST MAIN STREET, WESTMINSTER, MARYLAND

RECORD FEE 10.00
POSTAGE .50
#439410 C489 R02 T12:44

This Statement refers to original Financing Statement filed in Anne Arundel County, Maryland, No. Bkk 498 Page 76, Liber _____ Folio _____, Dated May 14, 1986, and also among the Land Records of Carroll County in Liber _____ Folio _____.

05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Continuation: ☐

The original financing statement between the foregoing Debtor and Secured Party is still effective.

Termination: ☒

The Secured Party (or Assignee) no longer claims a security interest under the Financing Statement of the above Debtor bearing the filing number shown above.

Assignment: ☐

The Secured Party certifies that the Secured Party has assigned to the Assignee below Secured Party's rights under the Financing Statement bearing the file number shown above in the following property:

Partial Release: ☐

From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party (or Assignee) releases the following:

Assignee: _____

Address: _____

Property: 1981 Freightliner Serial No. 1GUEYDYB5BM195979
1980 Fontaine 42ft Trailer Serial No. 34406

Dated: April 27, 1992

Secured Party (or Assignee):
Westminster Bank & Trust Company

By G Raymond Bankert-Vice Pres
Title

WESTMINSTER BANK&TRUST COMPANY
WESTMINSTER, MD.
21158

10.00
SD

BOOK 580 PAGE 270

STATEMENT OF CONTINUATION ☐
TERMINATION ☒
ASSIGNMENT ☐
PARTIAL RELEASE ☐

RECORD FEE 10.00
POSTAGE .50
#439420 C489 R02 T12:45
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Name of Debtor (or Assignor): SMITH, Ray D

Address: 116 Ottis Dr., Servern, Md. 21144

Name of Secured Party (or Assignee): WESTMINSTER BANK & TRUST COMPANY
Address: 69 - 71 EAST MAIN STREET, WESTMINSTER, MARYLAND

This Statement refers to original Financing Statement filed in Anne Arundel County, Maryland,
No. Book 531 Page 380, Liber _____ Folio _____, Dated Aug 31, 19 88, and also among the
Land Records of Carroll County in Liber _____ Folio _____.

Continuation: ☐

The original financing statement between the foregoing Debtor and Secured Party is still effective.

Termination: ☒

The Secured Party (or Assignee) no longer claims a security interest under the Financing Statement of the above Debtor bearing the filing number shown above.

Assignment: ☐

The Secured Party certifies that the Secured Party has assigned to the Assignee below Secured Party's rights under the Financing Statement bearing the file number shown above in the following property:

Assignee: _____

Address: _____

Property: 1988 Fontaine Trailer Serial No. 13N34820XJ1543344

Dated: April 27, 1992

Partial Release: ☐

From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party (or Assignee) releases the following:

Secured Party (or Assignee):
Westminster Bank & Trust Company
By G Raymond Bankert-vice Pres
Title

WESTMINSTER BANK&TRUST COMPANY
WESTMINSTER, MD.

10.00 X

BOOK 580 PAGE 271

STATEMENT OF CONTINUATION ☐
TERMINATION ☒
ASSIGNMENT ☐
PARTIAL RELEASE ☐

RECORD FEE 10.00
POSTAGE .50
#439430 C489 R02 T12:45
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Name of Debtor (or Assignor): SMITH, Ray D

Address: 118 Otis Dr., Servern, Md. 21144

Name of Secured Party (or Assignee): WESTMINSTER BANK & TRUST COMPANY
Address: 69 - 71 EAST MAIN STREET, WESTMINSTER, MARYLAND

This Statement refers to original Financing Statement filed in Anne Arundel County, Maryland, No. Book 549, Liber Page 205 Folio ____, Dated Dec 14, 19 89, and also among the Land Records of Carroll County in Liber ____ Folio ____.

TW.

Continuation: ☐

The original financing statement between the foregoing Debtor and Secured Party is still effective.

Termination: ☒

The Secured Party (or Assignee) no longer claims a security interest under the Financing Statement of the above Debtor bearing the filing number shown above.

Assignment: ☐

The Secured Party certifies that the Secured Party has assigned to the Assignee below Secured Party's rights under the Financing Statement bearing the file number shown above in the following property:

Partial Release: ☐

From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party (or Assignee) releases the following:

Assignee: ____

Address: ____

Property: 1981 Freightliner Serial No. 1GUEYDYB5BM195979
1980 Fontaine 42ft Trailer Serial No. 34406

Dated: April 27, 1992

Secured Party (or Assignee):
Westminster Bank & Trust Company

By G Raymond Bankert-Vice Pres
Title

WESTMINSTER BANK&TRUST COMPANY
WESTMINSTER, MD.
21158

10.00

$11.00

BOOK 580 PAGE 272 286324

Central Fidelity

UCC Financing Statement

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

CLERK OF THE CIRCUIT COURT ANNE ARUNDEL COUNTY MD.
P.O. BOX 71
Annapolis, Md. 21404

RECORD FEE 12.00
POSTAGE .50
#439440 C489 R02 T12:46
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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.	Check the box indicating the kind of statement. *Check only one box.*
SOUTHLAND INSULATORS OF MD.INC T/A DEVERE INSULATION CO. 150 PENROD COURT. SUITE A GLEN BURNIE MD 21061 00000	(X) **Original Financing Statement** ( ) **Continuation-Original Still Effective** ( ) **Amendment** ( ) **Assignment** ( ) **Partial Release of Collateral** ( ) **Termination**
Name & address of Secured Party CENTRAL FIDELITY BANK 9210 CHURCH ST. MANASSAS VA 22110	Name & address of Assignee 00000
Date of maturity if less than five years 00-00-00	Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

SAMSUNG SD-716 COMPUTER S/N 9BSCSIA090022/CONNER 80MB HARD DRIVE DISK S/N WT223847894/CARDINAL 2400 BAUD MD S/N MB2450-1512517069/ARCHIVE 80MB TAPE BACKUP SYSTEM S/N CCC-29426/SANSUNG SYNCHMASTER II MONITOR S/N 10406746/ OKIDATA ML320 PRINTER S/N 110C060709582/CSPI BABY 36 RUNTIME S/N 74362

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:

Southland Insulators of MD. Inc. T/A Devere Insulation Co.	Central Fidelity Bank Robert Amsler 3-16-92
Signature of Debtor if applicable (Date) P 00 10 Lilla A. Sulmone, V.P. 3-10-92	Signature of Secured Party if applicable (Date)

COM 130

960-1620251 4969

(Signature of Debtor) (Signature of Secured Party)
REYNA FINANCIAL CORP

Type or Print Above Signature on Above Line Type or Print Above Signature on Above Line

12 203 00

STATE OF MARYLAND

BOOK 580 PAGE 273

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275337

RECORDED IN LIBER 534 **FOLIO** 346 **ON** 11 16 88 **(DATE)**

RECORD FEE 10.00
POSTAGE .50
#439460 C489 R02 T12:47
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name Adams, Charles B

Address 1300 Defense Hwy, Gambrills, MD 21054

2. SECURED PARTY

Name Agricredit Acceptance Corporation

Address PO Box 10357, Des Moines, IA 50306

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

Anne Arandel County

Dated 4-13-92

credit clerk
(Signature of Secured Party)
Agricredit Acceptance Corporation
Type or Print Above Name on Above Line

1000 S
12 20.00 D

(Signature of Debtor)

Type or Print Above Signature on Above Line

KEYNA FINANCIAL
CORP
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM BOOK 580 PAGE 274 Identifying File No. 2863325

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 OWINGS PAVING LTD, INC.

Address Box 1082, Severna Park, Anne Arundel Co., MD 21146

2. SECURED PARTY

Name L. B. SMITH, INC.

Address P.O. Box 8658, 7430 Montevideo Road, Jessup, MD 20794

KEYSTONE ACCEPTANCE CORPORATION, 2001 State Road, Camp Hill, PA 17001-8134

Person And Address To Whom Statement Is To Be Returned 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) LOAD KING 162LT Trailer,
S/N 15613

Name and address of Assignee
KEYSTONE ACCEPTANCE CORPORATION
2001 State Road
Camp Hill, PA 17001-8134

Anne Arundel Co. 8511

CHECK ☒ THE LINES WHICH APPLY

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

☐ (If 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
#439470 C489 ROS T12:48
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

OWINGS PAVING LTD, INC.
(Signature of Debtor)

Type or Print Above Name on Above Line
Samuel S. Owings, President
(Signature of Debtor)

Type or Print Above Signature on Above Line

L. B. SMITH, INC.
(Signature of Secured Party)

S.A. Savard, Secretary
Type or Print Above Signature on Above Line

11.00 JS
12.00 203 D

(Signature of Debtor)

Type or Print Above Signature on Above Line

KEYNA FINANCIAL CORP

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM USCC

BOOK 580 PAGE 275 Identifying File No. 286326

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 28,773.00

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

This financing statement Dated 4/15/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
RECORD TAX 203.00
POSTAGE .50
#439510 C489 R02 T12:52
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name ANNE ARUNDEL HEALTH CARE SERVICES,
DBA: ANNE ARUNDEL DIAGNOSTIC

Address 140 JENNIFER ROAD BASEMENT LEVEL
ANNAPOLIS MD 21401

2. SECURED PARTY

Name REYNA FINANCIAL CORPORATION
800 GERMANTOWN STREET
DAYTON, OHIO 45407

Address

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

3. Maturity date of obligation (if any)

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

1- IBM AS/400 9404-T10 TO E10 PROCESSOR UPGRADE, 1-3120 8MB MAIN STORAGE, 1-988MB DISK UNIT, 1-5738-SS1/E10 OPERATING SYSTEM/400 SOFTWARE LICENSE UPGRADE FEE, 1-5738-QU1/E10 QUERY SOFTWARE LICENSE UPGRADE FEE, 3-IBM 3476-BA3 INFO-WINDOW AMBER DISPLAY STATIONS W/KEYBOARDS, 1-IBM PS/2-35 386 SX (2MB/1.4/40MB) W/ASYNC BOARD & KEYBOARD, 1-IBM ENHANCED CONVENIENCE KIT 5250 2.2, 1-IBM PC DOS OPERATING SYSTEM SOFTWARE LICENSE FEE,, UPGRADE 6132 TO 6138(DISKETTE UNIT), SHIPPING AND HANDLING.
THIS FINANCING STATEMENT IS AUTHORIZED BY AND EXECUTED ON BEHALF OF THE DEBTOR BY REYNA FINANCIAL CORPORATION AS ATTORNEY IN FACT PURSUANT TO A WRITTEN AGREEMENT. THIS FILING IS FOR NOTICE PURPOSES ONLY. THE TRANSACTION OUT OF WHICH THIS FILING ARISES IS A TRUE LEASE BETWEEN SECURED PARTY/LESSOR AND DEBTOR/LESSEE.
PRINCIPALE INDEBTEDNESS IS $28,772.00

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)

Pam Symore Lease Assistant
(Signature of Debtor)

ANNE ARUNDEL HEALTHCARE SERVICES BY REYNA FINANCIAL CORP ATTORNEY IN ~~FACT~~
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Pam Symore Lease Assistant
(Signature of Secured Party)

REYNA FINANCIAL CORP

Type or Print Above Signature on Above Line

1200
20300
D

BOOK 580 PAGE 276

2861127

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

~~STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~ Arundel County

This Financing Statement dated 04–16–1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

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

Apple Signs, Inc.
910–H Bestgate Road
Annapolis, MD 21401

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
#43956O C089 RO2 T13:00
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Name and address of Secured Party

Annapolis National Bank
P.O. Box 2279

Annapolis, MD 21404–2279

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, 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.

Apple Signs, Inc.

By: James A. Applegate, President
Signature of Debtor

Annapolis National Bank

Dina A. Bishop
Signature of Secured Party

11 00
16

BOOK 580 PAGE 277

CROSS-INDEXED IN LAND RECORDS

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

Roll No. Book 526 Page No. 150

Identification No. 272625 Dated 4/27/88

1. Debtor(s)

Barbara L Albiker
Name or Names—Print or Type

189 Eastern Road Pasadena (AA Co) Md 21122
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

Sears, Roebuck and Company
Name or Names—Print or Type

6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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
#440160 C489 R02 T14:58
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated: April 24, 1992

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

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

return to: Kristin L. Kvemer
LAW OFFICES
NOLAN, PLUMHOFF & WILLIAMS, CHARTERED
SUITE 700, COURT TOWERS
210 WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204

10.00 JV

A.A. Co.
12:55

73233.1-30

BOOK 580 PAGE 278

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

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

3.Maturity date (if any):

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

Saxon's Emporium, Inc.
DBA Jasper's Crofton Restaurant
1651 Maryland Rt 3
Crofton, MD 21114

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

Henry Vogt Machine Company
P. O. Box 1918
Louisville, KY 40201

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#440200 C489 R02 T15:02
05/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4.This statement refers to original Financing Statement bearing File No. 284497 572/29

Filed with CC-ANNE ARUNDEL Date Filed 09-06-91

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

Liberty National Bank & Trust
416 W. Jefferson
louisville, KY 40202

No. of additional Sheets presented: 0

Saxon's Emporium, Inc.
DBA Jasper's Crofton Restaurant

By: DEBTOR SIGNATURE NOT REQUIRED
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

Henry Vogt Machine Company

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

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-3

10.00
10

NO RECORDATION TAX REQUIRED

STATE OF MARYLAND ANNE ARUNDEL

FINANCING STATEMENT

FORM UCC-1 BOOK 580 PAGE 279 Identifying File No. 286328

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 MARCH 18, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BANKS Air FREIGHT SERVICES, INC.

Address CAR.BG.A DR.12 P.O. BOX 8750, BWI AIRPORT, MD 21240
Cargo Bldg. A, Door 12

2. SECURED PARTY

Name ELKRIDGE NATIONAL BANK

Address 7290 MONTGOMERY ROAD, ELKRIDGE, MD 21227

TW

Person And Address To Whom Statement Is To Be Returned 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 ADDENDUM TO UCC-1 ATTACHED HERETO

RECORD FEE 11.00
POSTAGE .50
#440290 C489 R02 T15:10
05/08/92
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)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

BANKS FREIGHT SERVICES, INC.

BY: Judith M Banks
(Signature of Debtor)

JUDITH M. BANKS, PRESIDENT
Type or Print Above Name on Above Line

BY: Judith M Banks
(Signature of Debtor)

CHARLES W. BANKS, VICE PRESIDENT
Type or Print Above Signature on Above Line

Linda A Groves
(Signature of Secured Party)

LINDA A. GROVES,
ASST. VICE PRESIDENT
Type or Print Above Signature on Above Line

11 00
3

BOOK 580 PAGE 280

ADDENDUM TO UCC - 1 FINANCING STATEMENT

ALL PRESENT AND FUTURE ACCOUNTS, INSTRUMENTS, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS RECEIVABLE, TAX REFUNDS, NOTES RECEIVABLE, DRAFTS, ACCEPTANCES, DOCUMENTS, GENERAL INTANGIBLES, AND OTHER CHOSES IN ACTION (NOT INCLUDING WAGES AND SALARY), AND SUCH AS REPRESENT PROCEEDS OF INVENTORY OR RETURNED GOODS, AND/OR ARISING FROM THE SALES OF GOODS AND SERVICES, AND ALL RIGHTS THERETO, NOW OR HEREAFTER OWNED OR HELD BY, OR PAYABLE TO THE DEBTOR, AND PROCEEDS OF ALL OF THE ABOVE, INCLUDING INSURANCE PROCEEDS AND PRODUCTS THEREOF.

SIGNED MARCH 18, 1992

Linda A. Groves

LINDA A. GROVES

ELKRIDGE NATIONAL BANK

BANKS FREIGHT SERVICES, INC.

Judith M. Banks

JUDITH M. BANKS
PRESIDENT

Charles W. Banks

CHARLES W. BANKS
VICE PRESIDENT

BANCO

NOTE Send ONLY first page to the Department of State You will receive a computer receipt Pages 1 & 2 are for County filing only
Pages 3 and 4 are for your records. Check with the Prothonotary of the County for proper use of this form in that County

#62813

PARTIES

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

Ft. McHenry Lumber Co., Inc.
t/a Mid-Atlantic Wood Preservers, Inc
7457 Shipley Avenue
Harmana, Md.21077

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:

CoreStates Bank, N.A. as successor to
First Pennsylvania Bank, N.A.
16th & Market Streets
Centre Square, Phila. Pa. 19101

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):

CoreStates Bank, N.A. as successor to
First Pennsylvania Bank, N.A.

Nancy Krajnikovich, Vice President 4

FINANCING STATEMENT CHANGE
Uniform Commercial Code Form UCC-3
IMPORTANT — Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

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

BOOK 580 PAGE 281

5

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

☐ Secretary of the Commonwealth.
☒ Prothonotary of Anne Arundel County.
☐ Real Estate Records of _____ County. 6

Number of Additional Sheets (if any): 7

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

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. Liber 396 Folio 812 222103 filed with the:

☐ Secretary of the Commonwealth on (date) _____.
☒ Prothonotary of Anne Arundel County on (date) 1/3/79.
☐ Real Estate Records of _____ County on (date) _____.

9

DESCRIPTION OF FINANCING STATEMENT CHANGE

☐ **Continuation** - The original Financing Statement identified above is still effective.

☒ **Termination** - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.

☐ **Release** - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.

☐ **Assignment** - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.

☐ **Amendment** - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

10

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

RECORD FEE 10.00
POSTAGE .50
#140090 0191 R05 T15:14
05/09/95
MARY M. ROSE
AA CO. CIRCUIT COURT

11

RETURN RECEIPT TO:

Corestates Bank, N.A.
Loan Acct Dept. 01 003 91 60
P.O.Box 7558
Philadelphia, Pa. 19101

10

3/18/9✓ 12

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 580 PAGE 282

FINANCING STATEMENT 286329

1. Name & Address of Debtor: SCOTT R. DAVIS (also known of record as SCOTT DAVIS)
KATHANNA DAVIS (Also known of record as KATHY DAVIS and MARY KATHANNA DAVIS)
622 Tayman Drive
Annapolis, MD 21403

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 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 Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, 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.

17.00
.50
R04 T14:20
05/11/92

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 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:

Scott R. Davis (SEAL)
SCOTT R. DAVIS

Kathanna Davis (SEAL)
KATHANNA DAVIS

Secured Party:

BANK OF ANNAPOLIS

By: _____ (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

davis.fs2 b005.257

EXHIBIT "A"

PARCEL NO. ONE BEING KNOWN AND DESIGNATED as Lot Number Fourteen (14), Block X, as shown on a Plat entitled, "Plat 2, Section 3, Hillsmere Estates", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 8.

PARCEL NO. TWO BEING KNOWN AND DESIGNATED as Lot Number Twenty-Five (25) as shown on a Plat entitled, "THREE MILE OAK", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 38.

BOOK 580 PAGE 295

2863.30

Form FmHA-MD. 441-3
(Rev. 3-11-80)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

FINANCING STATEMENT

TO BE RECORDED: ☐ in the Land Records, ☒ in the Financing Records

This statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.
Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
OSCAR S. WHITE *(Name)* VAUGHNITA H. WHITE *(Name)* 2001 Bay Ridge Ave. Annapolis, Md. 21403 *(Address)*	UNITED STATES OF AMERICA acting through FARMERS HOME ADMINISTRATION P.O. Box 489 Prince Frederick, Md. 20678 *(Address)*	

1. This Financing Statement covers the following types of collateral:
   (a) Crops, livestock, other farm products, farm and other equipment, supplies and inventory. and general intangibles now owned or hereafter acquired.
   (b) _____

RECORD FEE 12.00
POSTAGE .50
RECEIVED 0503 R04 T14:39
05/11/92
MARY A. ROSE
AA CO. CIRCUIT COURT

2. Crops covered by 1(a) above are growing or are to be grown on (and goods which are or are to become fixtures, if fixtures are covered in 1(b) above, are or are to be affixed to) the following premises in Maryland:

Farm(s) or Other Real Estate Reputedly Owned By	*Approximate No. of Acres*	*In County of*	*Direction and Distance From a Named Town or Other Description*
Benton H. Schaub, Jr. & Mary S. Galey	17.1	Anne Arundel	Rt. 175 (Gambrills Orchard)
Lewis J. $ Edward Parker et. al.	79.5	Prince Georges	Central Ave. (Rt. 214)
John C. & Patricia Beeler	23.24	Prince Georges	Central Ave.

3. Proceeds and products of the collateral are also covered, but disposition of the collateral is not hereby authorized.

4. The items secured by this transaction are not subject to the recordation tax as imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, 1962 Suppl., as amended.

Oscar S White
(Signature of Debtor)

Type name: Oscar S. White

Vaughnita H. White
(Signature of Debtor)

Type name: Vaughnita H. White

Witness: Diane M. Hall

Type name: Diane M. Hall

Witness: Dorothy F. Bowen

Type name: Dorothy F. Bowen

By Gloria D. Occhipinti

Type name: Gloria D. Occhipinti

Title County Supervisor
Farmers Home Administration

12

STATE OF MARYLAND BOOK 580 PAGE 286

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

286.1.51

Name Essandoh Louis

Address 752 Stacy Oak Ct. Millersville, MD 21108

2. SECURED PARTY

Name Baldwin Piano & Organ Co.

Address 422 Wards Corner Rd. 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)

Baldwin R
Serial #308578

RETAIL INSTALLMENT CONTRACT
NOT SUBJECT TO RECORDATION TAX

1931-0246

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
[illegible] 14:51
05/11/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Anne Arundel

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Louis Essandoh

(Signature of Debtor)

Louis Essandoh

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

D L Eiking, Adm. Asst

(Signature of Secured Party)

Baldwin Piano & Organ Co.

Type or Print Above Signature on Above Line

BOOK 530 PAG 287

28633.02

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

No. of Additional Sheets Presented:

3. ☐ The Debtor is a transmitting utility.

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

Ray-Lee Transportation, Inc.
37 Thomas Avenue
Baltimore, MD 21225

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

Quantum Corporate Funding, Ltd.
19 West 21st Street
New York, New York 10010

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

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

All accounts receivable and contract rights of debtor now existing or hereafter created and any other money due or to become due to debtor and any documents which are evidence thereof including the right to receive said account and money. Not subject to Maryland recordation tax to perfect a security interest in accounts receivables.

☐ Products of the Collateral are also covered.

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

RECORD FEE 11.00
POSTAGE .50

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

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

9. Name of a Record Owner

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

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

Ray-Lee Transportation, Inc.

By _____
Signature(s) of Debtor(s)

Quantum Corporate Funding, Ltd.

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

(1) Filing Officer Copy-Numerical

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

11 50

To Be Recorded In:

____ Land Records of Anne Arundel County BOOK 580 PAGE 288

xxxx Financing Statement Records of Anne Arundel County

____ State Department of Assessments and Taxation 286333

Subject to Recordation Tax:
Principal Amount is $77,000.00

The appropriate amount of recordation taxes have been paid upon the filing of the Deed of Trust and Security Agreement ("Deed of Trust") recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as additional security in the same loan.

DATE: May 8, 1992

FINANCING STATEMENT

1. Debtor:

MOORE & MOORE BUILDERS, INC.

Address:

P.O. Box 1424
Pasadena, Maryland 21122

2. Secured Party:

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

Address:

9171 Baltimore National Pike
Ellicott City, Maryland 21043
Attn: Charles C. Holman,
Executive Vice President

3. This Financing Statement covers, and the Debtor hereby grants to the Secured Party a security interest in, all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real property situate in Anne Arundel County, Maryland and more particularly described in Exhibit A attached hereto (the "Property"), and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Debtor, and/or in which Debtor may now have or hereafter acquire rights, and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

G.L.

RECORD FEE 13.00
POSTAGE .50
MSP490 C263 R01 T09:30
05/12/92
MARY M. ROSE
AA CO. CIRCUIT COURT

13
50

(b) all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building and construction materials and equipment now or hereafter delivered to the Property and intended to be installed therein; and

(d) all leases, rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Property; and

(e) all of the accounts of the Debtor, including without limitation, all notes, accounts receivable, drafts, acceptances and similar instruments and documents, and all contract rights; and

(f) all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; sewer and water taps, allocations and agreements for utilities, bonds, utility deposits, refunds of fees or deposits paid to governmental authorities; licenses, permits, approvals and applications therefor from governmental authorities; contracts, subcontracts, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional materials, wherever located and whenever created, compiled or made with respect to the Property; and

(g) all of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise; and

(h) 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 aforesaid items are included as security in the Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustee(s), and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral, after-acquired property, substitutions, renewals, replacements, additions or accretions of the above-described property, and all cash and non-cash proceeds thereof, are covered hereunder.

DEBTOR:

MOORE & MOORE BUILDERS, INC.

By: _____
Name: Preston G. Moore, Jr.
Title: President

BOOK 580 PAGE 269

EXHIBIT A

DESCRIPTION OF PROPERTY

BOOK 580 PAGE 290

ALL THOSE LOTS OF GROUND situate and lying in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Nos. 11, 12, and 13, Section 22, as shown on the plat entitled "Green Haven, Armiger Addition," which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book WNW No. 3, folio 59, now Cabinet One Rod M. Plat 15, said lots of ground being located on Edgewood Avenue, Highpoint, Maryland.

mooredesc.cwj (ws10)
R&E 102-727

BOOK 580 PAGE 291

Anne Arundel County

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 490 Page No. 10

Identification No. 258530 Dated Sept. 20, 1985

1. Debtor(s) { Form Services, Inc. (Name or Names — Print or Type)
717 Wedeman Ave. & 719 R Hammonds Ferry Land (Address — Street No.) Linthicum (City - County) Md. (State) 21090 (Zip Code)

2. Secured Party { First National Bank of Md. (Name or Names—Print or Type)
25 S. Charles St. (Address—Street No.) Balto., (City - County) Md. (State) 21201 (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
#147660 C191 R03 T10:37
05/13/92
MARY M. ROSE
AA CO. CIRCUIT COURT

G.I.

Dated: March 12, 1992

First National Bank of Md.
Trudye N. Weisberg (Name of Secured Party)
Trudye N. Weisberg (Signature of Secured Party)
Loan Accounting Executive (Type or Print (Include Title if Company))

10.50

BS-1216D-8406

RECEIVED
APR 8 1992

STATE OF MARYLAND

BOOK 580 PAGE 292

FILED WITH ANNE ARUNDEL COUNTY CLERK OF THE CIRCUIT COURT

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. **NOT SUBJECT TO RECORDATION TAX** $_____

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.

28653.54

1. DEBTOR

Name Tate Access Floors, Inc.

Address 7510 Montevideo Road
Jessup, MD 20794

2. SECURED PARTY

Name Caterpillar Financial Services Corporation

Address 10630 Little Patuxent Pkwy, Suite 304
Columbia, MD 21044

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

3. Maturity date of obligation (if any) _____

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

One Caterpillar T300B Lift Truck, S/N ~~XXXXXX~~ 187L0128

And, substitutions, replacements, additions and accessions thereto, now owned or hereafter acquired and proceeds thereof.

Secured Party is seller of equipment. Not subject to recordation tax.

Name and address of Assignee

RECORD FEE $1.00
#147700 0191 R05 T10:21
AMT $1.00
MARY 60791
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)

Tate Access Floors, Inc.
(Signature of Debtor)

DENNIS D. O'BRIEN Title: VP Admin & Finance
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Caterpillar Financial Services Corporation
(Signature of Secured Party)

Title: Dist. Credit Mgr.
Type or Print Above Signature on Above Line

ABSSCO

Enterprises BOOK 580 PAGE 293

10755 York Road, Cockeysville, Maryland 21030-2114

FINANCING STATEMENT

ACCOUNT NO. 39946

LEASE NO. 4546

SECURED PARTY

NAME AND ADDRESS OF LESSEE	DELIVER TO: (GIVE COMPLETE ADDRESS)
DEBORAH LILLY T/A	2863.45
SUN COAST CUSTOM ENGRAVING INC.	
1020 CAPE SPLIT HARBOR	
PASADENA, MD 21122 PHONE	PHONE

QUANTITY		MAKE — MODEL — SERIAL # — DESCRIPTION	PRICE
EQUIPMENT	1	MINOLTA 3150 SPECIAL S/N 3661019	
	1	UNIVERSAL PAPER TRAY INCLUDED	
	1	SURGE PROTECTOR	

T.S

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE .50
RECORDING TAX ON PRINCIPAL AMOUNT OF $ 2000.00

ANNE ARUNDEL COUNTY MD 10:35 05/12/92
MARY M. ROSE
AA CO. CIRCUIT COURT
26.50

.50
1.00
1.00
10.00
14.00
26.50

■ TO BE ☐ NOT TO BE RECORDED IN FINANCING STATEMENT

■ SUBJECT TO ☐ NOT SUBJECT TO

1. This Financing Statement covers the above described equipment: (Describe - attach separate list if necessary).
2. Proceeds of collateral are covered.
3. Products of collateral are not covered.

DEBTOR (S):

(X) Deborah E Lilly
(SIGNATURE OF DEBTOR)

DEBORAH E LILLY
TYPE OR PRINT
SUN COAST CUSTOM ENGRAVING, INC.

(SIGNATURE OF DEBTOR)

TYPE OR PRINT

SECURED PARTY:

ABSSCO ENTERPRISES

BY:

(SIGNATURE OF SECURED PARTY)

ALAN I. ELKIN, PRESIDENT
TYPE OR PRINT (INCLUDE TITLE IF COMPANY)

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

Name and Address: ABSSCO ENTERPRISES
10755 York Road
Cockeysville, Maryland 21030-2114

RK 50

ABSSCO Enterprises

10755 York Road, Cockeysville, Maryland 21030-2114

BOOK 580 PAGE 294

FINANCING STATEMENT

ACCOUNT NO.	33557
LEASE NO.	4567

SECURED PARTY

NAME AND ADDRESS OF LESSEE	DELIVER TO: (GIVE COMPLETE ADDRESS)
CASE EDWARDS COMPANIES, INC	SAME 28615.36
410 SEVERN AVE.	
SUITE A301	
ANNAPOLIS, MD 21403 PHONE	PHONE

QUANTITY	MAKE — MODEL — SERIAL # — DESCRIPTION	PRICE
1	MURATA F-70 SERIAL NUMBER 31077	

EQUIPMENT

RECORD FEE 11.00

RECORDING TAX ON PRINCIPAL AMOUNT OF $ 2000.00 14.00

.50 RECORD TAX

1.00 FEE TAX

10.00

14.00 MARY 25.50 FEE

25.50 MA CO. CIRCUIT COURT

■ TO BE
☐ NOT TO BE

RECORDED IN FINANCING STATEMENT

■ SUBJECT TO
☐ NOT SUBJECT TO

1. This Financing Statement covers the above described equipment: (Describe - attach separate list if necessary)

2. Proceeds of collateral are covered.

3. Products of collateral are not covered.

DEBTOR (S):

X _____
(SIGNATURE OF DEBTOR)

RICHARD EDWARDS (TREASURER)
TYPE OR PRINT

_____
(SIGNATURE OF DEBTOR)

_____
TYPE OR PRINT

SECURED PARTY:

ABSSCO ENTERPRISES

BY: _____
(SIGNATURE OF SECURED PARTY)

ALAN I. ELKIN, PRESIDENT
TYPE OR PRINT (INCLUDE TITLE IF COMPANY)

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

Name and Address: ABSSCO ENTERPRISES
10755 York Road
Cockeysville, Maryland 21030-2114

14.50

10

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 580 PAGE 295

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. $ EXEMPT

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

This financing statement Dated As of 5/5/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GARY SIECK, dba GARYS VENDING SERVICES

Address 3 SOUTHFIELD ROAD GLEN BURNIE, MARYLAND 21060

2. SECURED PARTY

Name NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION

Address 12955 ENTERPRISE WAY BRIDGETON, MISSOURI 63044

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

3. Maturity date of obligation (if any) _____

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

TWO (2) NATIONAL SERIES VENDING MACHINES: 91232. 2-147-04/

INVOICE#

RECORD FEE 12.00

Name and address of Assignee

MARY M. ROSE
BA 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)

GARY SIECK, dba
GARYS VENDING SERVICES

X Gary Sieck
(Signature of Debtor)

GARY SIECK Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION

(Signature of Secured Party)

DANIEL F. GREEN, MANAGER
Type or Print Above Signature on Above Line

12-

NOT SUBJECT TO RECORDATION TAX. ORGINAL CONTRACT SIGNED BY DEBTOR

PARTIES

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

GEORGE W. MORRIS
COLONIAL MANOR LOT #73
ANNAPOLIS MD 21401 1

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

COLONIAL MANOR LOT #73
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:

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.
Diana L. Draught, 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 580 PAGE 296

2863:48

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:

1992 FLEETWOOD ENTERPRISES GLEN EAGLE
14 X 70 SERIAL# PAFLM22A02776-GE 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.(1) OR THE STATE LAW EQUIVALENT STATUTE.

T.9

RECORDING FEE 11.00
#147870 C191 R05 T10:40

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

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

a. ☐ crops growing or to be grown on -
b. ☐ goods which are or are to be become fixtures on - MARY M. ROSE
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:

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 GEORGE W. MORRIS George Wallace Morris

1a

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.

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

11

BOOK 580 PAGE 297

28613.19

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

This Financing Statement dated 05-04-1992 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. (X) ORIGINAL FINANCING STATEMENT ( ) CONTINUATION ORIGINAL STILL EFFECTIVE ( ) AMENDMENT ( ) ASSIGNMENT ( ) PARTIAL RELEASE OF COLLATERAL ( ) TERMINATION
Earle's Moving & Storage Co., Inc. **1990 Moreland Parkway, P.O. Box 6526** **Annapolis, MD 21401**	
Name and address of Secured Party **Bank of Maryland** **2661 Riva Road, Building 700** **Annapolis, MD 21401**	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
ANNAPOLIS CITY MDS FEES
05/12/92
MARY M. ROSE
CIRCUIT COURT

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All inventory, Chattel Paper, Accounts, Contract Rights, Equipment 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.

G.L.

Earle's Moving & Storage Co., Inc.	**Bank of Maryland**
By: **David Z. Earle, Chairman**	
Signature of Debtor	**Signature of Secured Party**

11.50

STATE OF MARYLAND

BOOK 580 PAGE 298

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 X April 24, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

286340

Name X Severna Park Bagel Company

Address X 552 I Ritchie Hwy, Severna Park, Md. 21146

2. SECURED PARTY

Name The Avanti Group, Inc.

Address 8411 Lake Crest Per.,
Fairfax Station, Va. 22039

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

3. Maturity date of obligation (if any) _____

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

Food Service Equipment as per attached

Name and address of Assignee

RECORD FEE 21.00
POSTAGE .50
#145020 CIP1 ROS T1:13
05/13/92
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 _____
(Signature of Debtor)

X John H. Luther
Type or Print Above Name on Above Line

X _____
(Signature of Debtor)

X Charles Cockrill
Type or Print Above Signature on Above Line

_____
(Signature of Secured Party)

Mark A. Giarrana, The Avanti Group, Inc.
Type or Print Above Signature on Above Line

3047

THE AVANTI GROUP, INC.

BOOK 580 PAGE 299

SPECIALIZING IN RESTAURANT EQUIPMENT AND DESIGN

MARK A. GIARRANA
President

8411 Lake Crest Terrace
Fairfax Station, Virginia 22039
(703) 643-5522
FAX #: (703) 690-0919

AGREEMENT

THIS AGREEMENT made this 6th day of April, 1992, by and between The Avanti Group, Inc., a Virginia corporation, located at 8411 Lake Crest Terr., Fairfax, VA 22039 ("Distributor")& Severna Park Paint Company a MD corporation, located at 552 I Ritchie Hwy, Severna Park, MD 21146 ("Buyer").

FOR AND IN CONSIDERATION of the mutual promises and convenants contained herein, the parties agree as follows:

1. Equipment: The Distributor will sell to the Buyer and the Buyer will purchase from the Distributor all of the items, equipment and services listed on Schedule A attached hereto (the "Equipment"). Buyer's requested delivery address is listed on Schedule A.

2. Purchase Price & Payments: as payment for the Equipment, Buyer agrees to pay to Distributor the sum of twenty two thousand eight hundred ninety five + 55 Dollars($ 22,895.55)(the "Purchase Price") in the following manner: The purchaser agrees to pay the distributor 90% of the total purchase price as per schedule "A" by certified check no later than the day the equipment has been delivered. The 10% balance to be paid when the equipment has been installed and tested not to exceed 10 days from date of delivery. If any equipment fails to function properly final payment will be withheld until the improperly functioning piece is replaced or repaired to the purchasers satisfaction.

All equipment will be delivered free of any liens or encumberances by manufacturers; however, purchaser agrees to execute on date this agreement is signed, such documents as required by the distributor to perfect a purchase money security interest. Distributor agrees to release the security interest within 10 days of receipt of the final payment.

Purchaser requests delivery on or about May 15, 1992 If the Buyer should request a delay of delivery, in writing or otherwise, exceeding 15 days of the requested delivery date, the buyer will pay 50% of th total purchase price due on the 16th day beyond the original delivery date. Th remaining balance due for the delayed equipment will be paid as per the following conditions, 40% due at delivery by certified check, 10% balance due when the equipment has been installed and tested not to exceed 10 days from date of delivery.

3. Security Interest: To secure the full and prompt performance of Buyer's obligations to Distributor to pay the Purchase Price set forth in Paragraph 2, Buyer hereby grants to Distributor, its successors and assigns, a purchase money security interest in the Equipment, and agrees to execute such documents as are as are required by Distributor to create and perfect such security interest: provided however, in the event buyer fails or refuses to execute suc

documents within three (3) business days of a written request by Distributor, Buyer hereby makes, constitutes and appoints Mark A. Giarrana its true and lawful attorney-in-fact to sign and acknowledge, swear to, file and record, on behalf of Buyer, any and all financing statements or amendments thereto, or other documents and instruments as are required to perfect Distributor's security interest in the Equipment. The foregoing power of attorney is a special power of attorney coupled with an interest, is irrevocable and shall survive the death or legal incapacity of the Buyer.

The security interest granted herein shall be vested in the Distributor, its successors and assigns, and shall be controlled by, and enforced pursuant to, the Virginia Uniform Commercial Code. Until full payment of the Purchase Price, Buyer agrees to keep the equipment free and clear of all levies, liens and encumbrances, except as granted hereunder.

4. Co-Maker(s)/Guarantor(s): To induce Distributor to enter into this Agreement and in consideration thereof, the undersigned Co-Maker(s)/ Guarantor(s) hereby unconditionally guarantees to Distributor the full and prompt payment by Buyer of the Purchase Price. The liability of Co-Maker(s)/ Guarantor(s) shall be primary, direct and immediate and not conditional or contingent upon pursuit by Distributor of any remedies it may have against Buyer or against the Equipment or any part thereof, and shall not in any manner be affected by an indulgence whatsoever granted or consented to by Distributor, including any extension of time, waiver or other modification. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall affect Co-Maker(s)/Guarantor(s) liability hereunder.

5. Default and Remedy: A default in this Agreement shall be deemed to have occurred in the event that: (i) Buyer breaches any terms or conditions of this Agreement; (ii)full payment of the Purchase Price in cash funds is not received by Distributor within thirty days after delivery of the Equipment,or (iii)in the event the Buyer fails to accept delivery of the Equipment. Upon and subsequent to default hereunder, Distributor shall have the right to exercise its rights under the Uniform Commercial Code as a secured creditor; enforce its legal rights under this contract against the Buyer and Co-Maker(s), for full payment, or take possession of all of the Equipment without demand or notice, without any court order or other process of law.

6. Title; Nature of Equipment; Risk of Loss: Title to the Equipment shall not vest in Buyer until the entire Purchase Price has been received by Distributor. The Equipment shall remain personal property whether placed on a permanent foundation or in any other manner attached to the building in which it may be contained. Upon delivery of the Equipment to Buyer, the risk of loss of said Equipment for any reason shall be the responsibility of Buyer.

7. Warranty and Limitations: Distributor's warranty is limited to the factory or manufacturer's warranty on items purchased by Buyer unless otherwise stated herein or in Schedule A. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY, SUITABILITY, DURABILITY, AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON DISTRIBUTOR'S PART ON THE EQUIPMENT, AND DISTRIBUTOR NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THIS SALE.

8. Taxes and Other Charges: All Federal, State and Local Taxes, labor, freight, and any other miscellaneous delivery or installation costs, shall be the obligation of the Buyer provided these charges are stated in schedule "A" attached to and made a part of the agreement.

9. Delays in Delivery: Time is of the essence in this contract. If the seller cannot deliver the equipment purchased no later than seven days after after delivery date stated in paragraph 2 of this contract the purchaser shall have the right to cancel the equipment not delivered and purchase substantially the same equipment elsewhere.

If the purchaser has to pay a higher price for this equipment its installation, testing and freight than that stipulated in schedule "A" of this contract; the seller shall pay the difference in cost of the schedule "A" pric and the higher price paid. The seller also has the option to purchase substantially the same equipment at no additional cost to the buyer. If the cause of the delay is beyond the control of the seller, the right to purchase elsewhere cannot be exercised by Buyer.

10. Storage of Equipment: Distributor agrees to provide storage of equipment free of charge for 60 days from date of receipt from manufacturer. Buyer agrees to pay storage fees equal to $1.25 per square foot per month on all items stored beyond 60 days.

11. Limitations on Installation: Buyer understands and agrees that Distributor shall not provide, unless otherwise specifically agreed to in writing, electrical and plumbing work required, and electrical, plumbing and gas connections for installation, or otherwise, of the Equipment. Distributor shall not remove any equipment from Buyer's premises.

12. Acceptance: Any claims by Buyer that the Equipment is defective, (other than cosmetic defects, which must be made within 3 days) shall be made within seven days after delivery of such goods to it; otherwise, Buyer shall be deemed to have accepted the equipment and shall be liable for the full amount of the Purchase Price. Buyer understands that normal shipping and handling marks as to the equipment purchased will not be the basis of any claims by it.

13. Cancellation: This agreement cannot be cancelled except upon written consent of both seller and buyer.

14. Finance Charge: Buyer agrees to pay a finance charge of 1-1/2% per month (18% per annum) to any balance due after 30 days.

15. Indemnification: Distibutor shall perform all work in a good workmanlike manner. Buyer agrees to indemnify and hold Distributor and its assigns, agents and employees harmless from all liability, loss or claim, sustained by Buyer, its agents, guests or invitees arising out of the performance of this Agreement, including liability, loss or claim by reason of injury or death of any person(s), or loss or damage to property. Subcontractors are responsible for actions of their employees which cause personal injury or injury to property. Buyer is only responsible for the acts of its agents, employees & subcontractors acting within the regular course of business.

16. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

17. Notices: All notices under this Agreement shall be in writing, sent by certified mail, or hand delivered to the other party, at the addresses stated above, and shall be deemed given (2) two business days after mailed, or if hand delivered, upon delivery.

18. Waiver: The failure of any party to this Agreement at any time or times to enforce or require performance of any term, covenant, representation or warranty hereof shall in no manner affect such party's right at a later time to enforce or require performance of the same.

19. Entire Agreement: This Agreement contains the entire agreement among each of the parties hereto with respect to the transactions contemplated herein, and superceded all prior agreements and understandings, whether written or oral.

20. Legal Matters: In the event that either party to this contract shall consult with an attorney to enforce its rights and remedies hereunder, each party will pay its own expenses and legal fees.

21. Working Hours: The buyer will not pay any overtime for labor. The buyer will provide access to the premises where delivery and installation takes place at all resonable times. If buyer gives notice in writing that they wish to have work done on overtime, the buyer will pay for the overtime.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized offices of each of the parties as of the day and year first above written.

DISTRIBUTOR: THE AVANTI GROUP, INC. Co-Maker(s)/Guarantor(s)

By: _____
Mark A. Giarrana, President

_____, Individually

BUYER:
By: _____
Seventh Park Bagel Co.

_____, President/ Owner

_____, Individually

BOOK 580 PAGE 303

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285963

RECORDED IN LIBER 578 **FOLIO** 509 **ON** 3/24/92 **(DATE)**

1. DEBTOR

Name RONALD & BRENDA ROGERS

Address 8060 PENDRAGON WAY, PASADENA, MD 21122

2. SECURED PARTY

Name SECURITY PACIFIC FINANCIAL SERVICES, INC.

Address 2568 A RIVA ROAD SUITE 101, ANNAPOLIS, MD 21401

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

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

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

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

TERMINATION

RECORD FEE 10.00
POSTAGE .50
#149040 C19 ROS T11:14
05/12/92
MARY M. ROSE
AA CO. CIRCUIT COURT

G.T.

Dated MAY 5, 1992

Mae Hatfield
(Signature of Secured Party)

MAE HATFIELD, BRANCH MANAGER
Type or Print Above Name on Above Line

10.50

BOOK 580 PAGE 304

286:141

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 TOLLY W. PEULECHÉ

Address 407 HASKELL DR ARNOLD, MARYLAND 21012

2. SECURED PARTY

Name ~~OUTDOOR POWER~~ John Deere

Address ~~426 CHINQUAPIN ROUND RD~~ 4401 Bland Rd

~~ANNAPOLIS MD 21401~~ Raleigh N.C. 27609-6203

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

3. Maturity date of obligation (if any)_____

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

1 USED JOHN DEERE 855 MFWD TRACTOR 610018
1 USED JOHN DEERE 70A LOADER 110851
1 NEW JOHN DEERE 503 ROTARY CUTTER 038044

RECORD FEE 11.00
POSTAGE .50
#148120 C191 ROS T11:18
05/13/92
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)

Tolly Peulechè
(Signature of Debtor)

TOLLY PEULECHÉ
Type or Print Above Name on Above Line

G.L

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

_____
(Signature of Secured Party)

_____
Type or Print Above Signature on Above Line

11.50

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

BOOK 580 PAGE 305

286142

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 GEORGE WILLIAMS

Address 4434 COBALT DR HARWOOD MD 20776

2. **SECURED PARTY**

Name ~~OUTDOOR POWER~~ John Deere

Address ~~436 CHINQUAPIN ROUND RD~~ 4401 Blund Rd

~~ANNAPOLIS MD 21401~~ Raleigh N.C. 27609-6203

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

3. Maturity date of obligation (if any)_____

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

1 NEW JOHN DEERE 770 COMPACT TRACTOR MFWD 003533

1 NEW JOHN DEERE 70 A LOADER 114403

1 NEW JOHN DEERE 45 BLADE 022908

RECORD FEE 11.00
POSTAGE .50
#148130 C191 ROS T11:19
05/13/92
MARY M. ROSE
CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

George L. Williams
(Signature of Debtor)

GEORGE L. WILLIAMS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

G.L

(Signature of Secured Party)

OUTDOOR POWER
Type or Print Above Signature on Above Line

11.50

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

STATE OF MARYLAND BOOK 580 PAGE 306

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

286343

Name W. GURNAY & COMPANY, INC

Address 7525-F CONNELLEY DRIVE, HANOVER, MD 21076

2. SECURED PARTY

Name TANDY COMPUTER LEASING

Address P.O. BOX 17418, FORT WORTH, TX 76102

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

RECORD FEE 11.00
#149530 0191 ROS 13:39
05/12/92
MARY M. ROSE
CLERK CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

2 TANDY COMPUTERS

Name and address of Assignee
SANWA LEASING CORPORATION
P.O. BOX 5017
ROCHESTER, MI 48308

G.L.

LEASE #012-0044745-000

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Shannon Slater
(Signature of Debtor)

W. GURNAY & COMPANY (ATTN IN FACT)
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Shannon Slater
(Signature of Secured Party)

SANWA LEASING CORPORATION
Type or Print Above Signature on Above Line

BOOK 580 PAGE 307

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283754

RECORDED IN LIBER 568 **FOLIO** 238 **ON** 5/29/91 **(DATE)**

1. DEBTOR

Name FRANCES + ANDREW HAMBRIGHT

Address P.O. BOX 1115 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) 5/4/95

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
MISCELLANEOUS
MARY M. ROSE
AA CO. CIRCUIT COURT

G.L.

Dated 5/6/92

Ernest W Spriggs
(Signature of Secured Party)

ERNEST W. SPRIGGS
Type or Print Above Name on Above Line

10.50

UCC-3 H83 (MD)

BOOK 580 PAGE 308

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 284194

RECORDED IN LIBER 570 FOLIO 294 ON 7/29/91 (DATE)

1. DEBTOR

Name JOE AND LORETTA WHITE

Address 309 SO CAROLINA AVE PASADENA, MD 21122

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) 6/11/95

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
#1A4560 CTR# MAS TAXES
MICROFILM
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated 5/6/97

Ernest W. Spriggs
(Signature of Secured Party)
ERNEST W. SPRIGGS
Type or Print Above Name on Above Line

UCC-3 H83 (MD)

BOOK 580 PAGE 309

AMJ9

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)

Locust Lane Farm Inc.
17435 Mill Branch Place
Mitchellville, MD 20716

2. SECURED PARTY(IES) AND ADDRESS(ES)

Ford Motor Credit Company
10710 Midlothian Tnpk Suite 306
PO Box 36387
Richmond, VA 23235

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

Book 561 Page 416

3. This statement refers to original Financing Statement No. 282270 Dated: 10/30/90

A. Continuation. . . . . ☐	B. Partial Release. . . . ☐	C. Assignment. . . . . ☐	D. Termination XX
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.

RECORDING FEE $9.00
POSTAGE .50
#149590 CSH 085 TRANS
09/15/92
MARY H. ROSE
AA CO. CIRCUIT COURT

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel

Ford Motor Credit Company
(NAME OF SECURED PARTY)

Dated: April 30, 1992

By: B. Dunbar

B. Dunbar–Clerk

F M C C
JUN 65 7288-M (MARYLAND ONLY)

286344

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

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

( ) TO BE RECORDED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

( ) TO BE RECORDED IN THE CHATTEL RECORDS OF BALTIMORE COUNTY, MARYLAND

FINANCING STATEMENT

Dated: May 12, 1992

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

Name of Debtor:	**LEROY M. MERRITT**
Address of Debtor:	**c/o Merritt** **2660 Lord Baltimore Drive** **Baltimore, Maryland 21107**
Name of Secured Party:	**AID ASSOCIATION FOR LUTHERANS,** **a Wisconsin corporation**
Address of Secured Party:	**4321 North Ballard Street** **Appleton, Wisconsin 54919** **Attention: Investment Division**

G.L.
RECORD FEE 21.00
POSTAGE .50
#380000 C263 R01 T14:29
05/12/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

(i) any and all property now or hereafter belonging or pertaining to any of the real estate described in Exhibit A attached hereto (the "Property") and other property herein mentioned; and any and all rights and interests of every name and nature now or hereafter owned by Debtor forming a part of or used in connection with the Property and the operation and convenience of the buildings and improvements located thereon (whether such rights now exist or subsequently arise), and all rents, issues and profits thereof for so long and during all such times as Debtor may be entitled thereto;

21.50

(ii) any and all walkways, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings,

building materials and articles of personal property of every kind and nature whatsoever now or hereafter ordered for delivery to the Property or any improvements thereon (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in land herein conveyed, or any part thereof, and used or usable in connection with any present or future operation of the Property or any improvements now or hereafter thereon, in each case now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, air-conditioning, lighting, laundry, incinerating, electrical and other power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating (whether single units or centrally controlled), and communications apparatus, elevators, escalators, shades, awnings, draperies, curtains and curtain rods, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges and ovens, refrigerators, freezers, garbage disposal units, trash compaction units, dishwashers, laundry washers and dryers, sump pumps, attached cabinets, partitions, ducts and compressors, and all equipment, items, supplies, components and materials (whether or not incorporated) installed or to be installed or used or usable in connection with the construction, erection or operation of the building or buildings or appurtenant facilities erected or to be erected upon the Property (it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically enumerated), excluding, however, personal property, trade fixtures, inventory and equipment owned by any tenant actually occupying all or part of the aforesaid real and personal property;

(iii) all of the rents, income, receipts, revenues, issues, and proceeds of and from the Property, including all insurance proceeds and unearned premiums pursuant to the insurance provisions in the Deed of Trust (as hereinafter defined);

(iv) all of Debtor's right, title and interest in and to any leased fixtures, furnishings or equipment used in connection with the Property;

(v) all of Debtor's right, title and interest in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Property or under or above the same, or any part or parcel thereof;

(vi) Debtor's interest as lessor in and to all leases, licenses and concessions of the Property, or any part thereof, heretofore made and entered into, and in and to all leases, licenses and concessions hereafter made and entered

into by Debtor during the life of the Deed of Trust or any extension or renewal thereof;

(vii) all of Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any municipal, state or federal authorities or boards to the present and all subsequent owners of the land, improvements, fixtures and personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the land, improvements, fixtures and/or personalty;

(viii) all of the water, sanitary and storm sewer systems now or hereafter owned by Debtor, its successors or assigns, which are now or hereafter located on, over or upon the Property or any part thereof, including but not limited to all water mains, real estate service laterals, hydrants, valves and appurtenances, sanitary sewer lines, sanitary sewer mains, sanitary sewer laterals, sanitary sewer manholes and sanitary sewer appurtenances;

(ix) all paving for streets, roads, walkways or entranceways now or hereafter owned by Debtor which are now or hereafter located on the Property or any part thereof;

(x) all of Debtor's rights to any fictitious, trade or other names used in connection with the land, improvements, fixtures and/or personalty, the good will of Debtor in connection therewith, and the right to carry on business under any and all such name or names and variation thereof;

(xi) a security interest in any funds deposited by Debtor with Secured Party, including accounts, monies and deposits now or hereafter in possession or control of Secured Party;

(xii) all deposits held by Secured Party pursuant to the Deed of Trust for use in the payment of real property taxes, insurance premiums or other charges due in connection with the land, improvements, fixtures and/or personalty;

(xiii) all of Debtor's right, title and interest in and to all tenant security deposits, cash, utility deposits and insurance premium rebates to which Debtor may be entitled or which Debtor may be holding;

(xiv) all of Debtor's right, title and interest in and to any repair and maintenance reserves for the land, improvements, fixtures and/or personalty and any interest accrued thereon;

(xv) all of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all agreements relating to design, architectural, construction and engineering services for the land and improvements, and 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, relating to the land, improvements, fixtures and/or personalty;

(xvi) all of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all agreements now existing or hereafter entered into in connection with the use, operation, and sale of the land, improvements, fixtures and/or personalty or any part thereof including, without limitation, management agreements, leasing agreements and operating agreements;

(xvii) all of Debtor's right, title and interest in and to any and all causes of action and recoveries for any damage, loss or diminution in the value of the land, improvements, fixtures and/or personalty; and

(xviii) a security interest in the proceeds of any disposition of all or any of the property comprised within the aforesaid real and personal property, to the full extent that such security interest is provided for or permissible under the laws of the State of Maryland.

II. The above-described goods, property, interest and rights are located at or relate to the Property and the improvements now or hereafter existing thereon, situate, lying and being in Anne Arundel County, Maryland.

III. This Financing Statement publicizes the Indemnity Deed of Trust and Security Agreement (the "Deed of Trust") dated as of even date herewith, executed by Debtor in favor of the trustees named therein for the benefit of the Secured Party, securing a debt in the amount of Three Million Five Hundred Thousand Dollars ($3,500,000) to the Secured Party, and recorded among the Land Records of Anne Arundel County, Maryland.

IV. Proceeds of the collateral are also covered.

DEBTOR:

Leroy M. Merritt

BOOK 580 PAGE 314

EXHIBIT 'A'

LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lots 1 and 2 as shown on the Plat entitled "Oregon Avenue Industrial Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 51, folio 18.

SAVING AND EXCEPTING THEREFROM however so much of the property as was conveyed by Deed dated March 20, 1974 by and between Oregon Limited Partnership, Mercantile-Safe Deposit and Trust Company and Anne Arundel County, Maryland as recorded among the Land Records of Anne Arundel County in Liber 2756, folio 632.

SUBJECT TO AND TOGETHER WITH the terms of an Agreement dated December 21, 1972 and recorded among the Land Records of Anne Arundel County in Liber 2566, folio 706 by and between Paulina Banys and Oregon Limited Partnership.

COMMONWEALTH LAND TITLE
INSURANCE COMPANY
15th Floor
World Trade Center
Baltimore, Maryland 21202
1920803

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 530 PAGE 315

FINANCING STATEMENT

286345

1. Name & Address of Debtor:

LARRY T. THORNTON
MARCIA S. HARRISON
2802 Autumn Chase Circle
Annapolis, MD 21401

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 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 Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, 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.

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 its development, occupancy and use.

(b) Proceeds of all collateral are covered.

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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)
LARRY T. THORNTON

(SEAL)
MARCIA S. HARRISON

Secured Party:

SEVERN SAVINGS BANK, FSB

By: AGENT (SEAL)

BOOK 530 PAGE 316

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

thornton.fs2 s005.271

EXHIBIT "A"

ALL those three (3) lots of ground situate, lying and being in the City of Annapolis, Sixth Assessment District of Anne Arundel County, State of Maryland, and more particularly described from a survey and plat made in March, 1964 by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, as follows:

BEGINNING for the same at a point on the north side of Constitution Avenue which marks the southeast corner of the third part of the conveyance from Benjamin Brooks, et al., to Mike D. Kokkinos and Mary Jo Kokkinos, his wife, and Joseph A. Rosati and Louise Howes Rosati, his wife, by Deed dated June 12, 1963 and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. No. 1666, folio 214; said point of beginning also marks the intersection formed by the north side of Constitution Avenue with the extension southerly of the division line between Lots No. 32 and 31, as shown on a Plat of the Property of Thomas McGuckian prepared by J. Carson Boush, Surveyor, dated June 24, 1914; thence from the place of beginning so fixed and running with the north side of Constitution Avenue, South 73 degrees 37 minutes West 79.73 feet to a point at the southwest corner of the third part of the above mentioned conveyance; thence leaving Constitution Avenue and running with the westerly outline of said third part and with the westerly outline of the second parcel described in the above mentioned conveyance, North 25 degrees 05 minutes West 121.90 feet; thence with the north line of Part Two of the above mentioned conveyance; North 84 degrees 35 minutes East 79.41 feet to a point in the westernmost outline of Part One of the above mentioned conveyance; thence leaving Part Two and running with part of the west line of Part One, North 5 degrees 35 minutes West 34.81 feet; thence with the north outline of said Part One, North 84 degrees 39 minutes East 40.0 feet; thence with the division line between Lots 31 and 32, as shown on the above mentioned plat, and the extension thereof southerly, South 05 degrees 21 minutes East 134.71 feet to the place of beginning. Containing 12,136 square feet, more or less.

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 580 PAGE 318

286346

FINANCING STATEMENT

1. Name & Address of Debtor: GARY W. KOCH and ROSS J. KOCH
900 Ritchie Highway, Suite #201
Severna Park, MD 21146

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 right, title and interest of Debtor, now owned, or hereafter acquired in and to any and all fixtures, and all machinery, equipment, chattels, goods and other articles of property, whether real estate or not, and every other article, chattel or thing used, or to be used, or placed, or to be placed, on the Property, whether hereinafter enumerated or not, and whether or not affixed to the Property and which are used or useful in the operation of the Property or improvements erected or hereafter erected thereon, or of any business now or hereafter operated by Debtor or any occupant of the Property or any part thereof, including, without limitation, the following: All gas and electric fixtures, pipes, conduits, wiring, radiators, heaters, engines, machinery, boilers, ranges, ovens, elevators, escalators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, heating, air conditioning and generating equipment, plumbing fixtures, heating fixtures, mirrors, mantels, refrigerating plants, refrigerators, dishwashers, rugs, carpeting, and other floor coverings, furniture and furnishings, laundry equipment, all cooking apparatus and appurtenances, wall safes, built-in furniture and installations, shelving, partitions, doorstops, vaults, dumb-waiters, communication equipment, radios, televisions, cameras, incinerators, sprinklers, alarm systems, storm windows, screens, awnings, shades, venetian blinds, drapes, curtains, rods and brackets, office equipment, first aid, safety and recreation equipment, saunas, hot tubs, whirlpool baths, exercise equipment, window and vacuum cleaning

G.L.

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05/12/93

equipment and systems, equipment for sanitary, drainage, cleaning or landscaping purposes, or for the removal of snow, dust, refuse or garbage, fire prevention and extinguishing equipment, tools, all swimming pool equipment, filters, chlorinators and related pool filtration equipment, all building material and equipment now or hereafter delivered to the Property and intended to be installed therein, all work in process, and the plans and specifications and construction contracts and all of said articles of property. The specific enumerations herein shall not exclude the general, all renewals or replacements to any of the foregoing, all alterations, accessions, improvements and additions thereto or articles in substitution thereof, and all of the estate, right, title and interest of Debtor in and to all property or any nature whatsoever, now or hereafter situate on the Property or intended to be used in connection with the operation thereof.

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 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)
GARY W. KOCH

_____ (SEAL)
ROSS J. KOCH

Secured Party:
BANK OF ANNAPOLIS

By: _____ (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

koch.fs2 b005.242

EXHIBIT A

PARCEL NO. ONE (1): FIRSTLY: BEGINNING for the same at an iron pipe now set on the southwest side of Mountain Road, as laid out 40 feet wide, at a point the two following courses and distances from the intersection of the Southwest side of the said Road and the Southeast side of Lake Shore Drive, as laid out 30 feet wide, viz: South 60 degrees 16 minutes East 336.41 feet and South 60 degrees 21 minutes East 150 feet, and running thence with the Southwest side of the said Mountain Road, by a curve bearing to the left to a point distance South 60 degrees 59 minutes East 150 feet; thence leaving the said Road and running South 29 degrees 39 minutes West 210 feet to an iron bar; thence running North 60 degrees 59 minutes West 150 feet to an iron pipe now set in the division line between the property hereby described and a 50-foot lot conveyed to Ernest W. W. Ruths, and recorded among the Land Records of Anne Arundel County; thence running with the said division line North 29 degrees 39 minutes East 210 feet to the place of beginning. Containing 31,500 square feet of land, more or less. SECONDLY: BEGINNING for the same at an iron pin heretofore set at the end of the second or South 29 degrees 39 minutes West 210.0 foot line of a conveyance from William R. L. Ruths to Fred C. Kaatz and Katie B. Kaatz, his wife, by Deed dated September 5, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 641, folio 580, and running thence with the outline of the said conveyance North 60 degrees 59 minutes West 150 feet; thence leaving the said conveyance and running South 29 degrees 39 minutes West 50 feet to an iron pin now set in the outline of the property of the Anne Arundel County Board of Education; thence running with the outline of the said Board of Education property, South 60 degrees 59 minutes East 150 feet to a monument; thence continuing with the said property, North 29 degrees 39 minutes East 50 feet to the point of beginning. Containing 7500 square feet of land, more or less, according to a survey and description made by Thomas W. Shives, Registered Engineer, in April 1953.

BEING the same property conveyed unto Ross J. Koch and Gary W. Koch by Deed from Katie B. Humphries dated June 7, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3750, folio 866.

PARCEL NO. TWO (2): BEING KNOWN AND DESIGNATED as Lot Number Seven (7) as shown on Plat 6 of "WHIPPOORWILL ESTATES", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 86, folio 11 at Plat Number 4486. The improvements thereon being known as 611 Drain Drive.

PARCEL NO. THREE (3): BEING KNOWN AND DESIGNATED as Lot Number Five (5) as shown on Plat 5 of "WHIPPOORWILL ESTATES", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 85, folio 30. The improvements thereon being known as 623 Drain Drive.

PARCEL NO. FOUR (4): BEING KNOWN AND DESIGNATED as Lot Number Nine (9) as shown on Plat 6 of "WHIPPOORWILL ESTATES", which said Plat

BOOK 5803 PAGE 320

is recorded among the Land Records of Anne Arundel County in Plat Book 86, folio 11. The improvements thereon being known as 315 Somerset Drive.

PARCEL NO. FIVE (5): BEING KNOWN AND DESIGNATED as Lot Number Ten (10), as shown on Plat 6 of "WHIPPOORWILL ESTATES", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 86, folio 11. The improvements thereon being known as 319 Somerset Drive.

PARCEL NO. SIX (6): BEING KNOWN AND DESIGNATED as Lot Number Forty-Three (43), as shown on a Plat entitled "Resubdivision of Plat Two, WHIPPOORWILL ESTATES, which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 78, folio 9 and more particularly described by metes and bounds in a Deed of Trust recorded as aforesaid in Liber 4137, folio 546. The improvements thereon being known as 552 Pheasant Court.

PARCEL NO. SEVEN (7): BEING KNOWN AND DESIGNATED as Lot Number Forty-Seven A (47A), as shown on Revised Plat 4, WHIPPOORWILL ESTATES, which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 83, folio 10. The improvements thereon being known as 561 Pheasant Court.

PARCEL NO. EIGHT (8): BEING KNOWN AND DESIGNATED as Lot Number Thirty, as shown on Revised Plat 4, WHIPPOORWILL ESTATES, which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 69, folio 16. The improvements thereon being known as 560 Dowitcher Court.

PARCEL NO. NINE (9): BEING KNOWN AND DESIGNATED as Unit 1-C, in Phase 1, Deerfield 1 Condominium, situate in Anne Arundel County as shown on the Plats entitled "Phase Plat, Deerfield 1 Condominium" and "Phase 1, Deerfield 1 Condominium" which plats total 5 sheets and are recorded among the Land Records of Anne Arundel County in Plat Book E-37, folio 25 thru 29, inclusive as said unit and said Condominium are established pursuant to Declaration and By-Laws dated February 29, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4570, folio 367, et seq. and all other amendments recorded prior hereto. The improvements thereon being known as 605 Deering Road.

PARCEL NO. TEN (10): BEING KNOWN AND DESIGNATED as Unit 1-G in Phase 1, Deerfield 1 Condominium, situate in Anne Arundel County as shown on the Plats entitled, "Phase Plat, Deerfield 1, Condominium" and "Phase 1, Deerfield 1 Condominium", which plats total 5 sheets and are recorded among the Land Records of Anne Arundel County in Plat Book E-37, folio 25 thru 29, inclusive, as said unit and said Condominium are established pursuant to Declaration and By-Laws dated February 29, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4570, folio 367, et seq. and all amendments thereto recorded prior hereto. The improvements thereon being known as 613 Deering Road.

BOOK 1305 PAGE 321

EXHBIT A - cont'd

PARCEL NO. ELEVEN (11): BEING KNOWN AND DESIGNATED as Condominium Unit 3-C, in Phase 3, Deerfield I Condominium, situate in Anne Arundel County as shown on the Plats entitled, "Phase 3, Deerfield I Condominium" which Plats total 4 sheets and are recorded among the Land Records of Anne Arundel County in Plat Book E-37, folios 45 through 48, inclusive, as said unit and said Condominium are established pursuant to Declaration and By-Laws dated February 29, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4570, folio 367, et seq. and all amendments thereto recorded prior hereto. The improvements thereon being known as 653 Deering Road.

PARCEL NO. TWELVE (12): BEING KNOWN AND DESIGNATED as Condominium Unit 4-F, in Phase 4, Deerfield I Condominium situate in Anne Arundel County as shown on the Plats entitled, "Phase Plat, Deerfield I Condominium" and "Phase 4, Deerfield I Condominium", which Plats total 4 sheets and are recorded among the Land Records of Anne Arundel County in Plat Book E-38, folio 9 thru 12, inclusive, as said unit and said Condominium are established pursuant to Declaration and By-Laws dated February 28, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4570, folio 367, et seq. and all amendments thereto recorded prior hereto. The improvements thereon being known as 683 Deering Road.

BOOK 580 PAGE 322

BOOK 580 PAGE 323

286347

FINANCING STATEMENT

[ ] To Be Recorded In The Financing Statement Records Of Maryland State Department Of Assessments And Taxation.

[X] To Be Recorded In The Financing Statement Records Of Anne Arundel County.

[ ] To Be Recorded In The Land Records Of Anne Arundel County.

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code to provide notice of the lien and provisions of the Deed Of Trust and Security Agreement from the Debtor to the Trustees dated May 4, 1992, securing a debt in the principal amount of $900,000.00 of which $900,000.00 has been advanced as of the date hereof. All required documentary stamps have been affixed to the Deed Of Trust. The Deed Of Trust is recorded or intended to be recorded among the Land Records of Anne Arundel County.

1. The name and address of the Debtor is:

Name Of Debtor:	Address:
POINTFIELD DEVELOPMENT COMPANY	P.O. Box 507 Severna Park, MD 21146

2. The name and address of the Secured Party is:

Name Of Secured Party:	Address:
THE CITIZEN'S NATIONAL BANK OF MARYLAND	390 Main Street Laurel, MD 20707

Name Of Trustees Under Deed Of Trust:	Address:
MARTIN A. SHARPLESS, Trustee PATRICIA G. WOODS, Trustee	c/o The Citizen's National Bank of Maryland 390 Main Street Laurel, MD 20707

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

A. The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and

4/97

used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

B. All accounts, accounts receivable, contract rights and general intangibles in respect of or growing out of any and all leases and/or subleases executed by the Debtor, as lessor, for or in connection with the lease or sublease of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease and/or sublease 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 and/or subleases are in existence on the date hereof or are hereafter created.

4. Proceeds and products of the collateral are covered.

5. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel of land (and the improvements now or hereafter existing thereon) situated at 107 Mountain Road,

Pasadena, Maryland 21122 and which said parcel is more fully described in Exhibit A attached hereto as a part hereof.

DEBTOR:
POINTFIELD DEVELOPMENT COMPANY
A Maryland General Partnership

Dated: 5/6/92

By: _____
W. Calvin Gray, Jr., Partner

By: THE EDWARD J. DYAS, JR. FAMILY TRUST

By: _____
THEODORE C. DENICK, TRUSTEE

By: _____
MICHAEL C. DYAS, TRUSTEE

By: _____
LAURA E. DYAS, TRUSTEE

SECURED PARTY:
The Citizen's National Bank of Maryland

By: _____
PATRICIA G. WOODS, A.V.P.

ATTORNEY CERTIFICATION

I certify that this instrument was prepared under the supervision of the undersigned, an attorney admitted to practice before the Court Of Appeals Of Maryland.

_____
MARTIN L. GOOZMAN

After this Financing Statement is recorded, return to:
Martin L. Goozman, Esquire
Wilson, Goozman, Bernstein & Markuski
9101 Cherry Lane, Suite 207
Laurel, Maryland 20708

Mail to _____

4/97

EXHIBIT A

LEGAL DESCRIPTION

BEGINNING for the same at an iron pipe here found which marks the westernmost corner of that conveyance from Theodore B. Wolf and wife to John W. Knox and Charles F. Knox, Jr., recorded among the Land Records of Anne Arundel County in Liber 2623, Folio 474. Thence leaving said point and binding along the first line of the above mentioned conveyance with bearings corrected to Maryland State Grid Meridian North 19 degrees 48 minutes 31 seconds East 139.81 feet to the end of the above mentioned line, thence continuing along the same line North 19 degrees 48 minutes 31 seconds East 503.75 feet to a point on the southernmost side of Mountain Road (Maryland Route 177), thence running with the southernmost side of Mountain Road North 80 degrees 19 minutes 16 seconds West 175.78 feet to a point at the end of the South 17 degrees 48 minutes 07 seconds West 465.75 feet line as shown on the subdivision plat entitled, "Southwest Corner Mountain (MD 177) & Jumpers Hole Rd's", recorded among the Land Records of Anne Arundel County in Liber 2963, folio 723, thence leaving the southernmost side of Mountain Road and binding along said line South 17 degrees 48 minutes 07 seconds West 465.75 feet to a point on the North 27 degrees 04 minutes 10 seconds West 245.80 feet line of a conveyance from Charles W. Elton to Thomas W. Fine and Richard A. Fine recorded among the Land Records of Anne Arundel County in Liber 3062, folio 664, thence running reversely with said line South 26 degrees 59 minutes 33 seconds East 215.91 feet to the point of beginning. CONTAINING 2.088 acres of land, more or less.

WITNESS:

Joan Kelly Phillips

Joan Kelly Phillips

Joan Kelly Phillips

Joan Kelly Phillips

ASSIGNOR(S):
POINTFIELD DEVELOPMENT COMPANY

By: _____ (SEAL)
W. CALVIN GRAY, JR.
PARTNER

By: THE EDWARD J. DYAS, JR.
FAMILY TRUST

By: _____ (SEAL)
THEODORE C. DENICK, Trustee

By: _____ (SEAL)
MICHAEL C. DYAS, Trustee

By: _____ (SEAL)
LAURA E. DYAS, Trustee

STATEMENT OF TERMINATION OF FINANCING STATEMENT

BOOK 580 PAGE 327

TO BE RECORDED IN:

NOT SUBJECT TO RECORDATION TAX

___THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND

___THE LAND RECORDS OF ANNE ARUNDEL COUNTY

X THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

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

1. NAME AND ADDRESS OF DEBTORS:
   Eugene M. Cleary
   Joan C. Cleary
   Marc A. Resnick
   Wendy M. Resnick
   8205 B Cloverleaf Drive
   Millersville, Maryland 21108

2. NAME AND ADDRESS OF SECURED PARTY:
   Anne Arundel County, Maryland
   c/o Office of Law
   P. O. Box 2700 (formerly P. O. Box 1831)
   Annapolis, Maryland 21404

3. This statement refers to the original Financing Statement filed among:

   ___The Financing Statement Records of the State of Maryland

   DATE: August 11, 1989

   LIBER 3162 FOLIO 2255

   IDENTIFYING NUMBER 92267053

   ___The Land Records of Anne Arundel County

   DATE: August 10, 1989

   LIBER 4908 FOLIO 138

1992 NOV 13 AM 9:24

X The Financing Statement Records of Anne Arundel County

DATE: August 10, 1989

LIBER 544 FOLIO 441

IDENTIFYING NUMBER 278228

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

SECURED PARTY:

Anne Arundel County, Maryland

By: _____ (SEAL)
Dennis H. Parkinson
Chief Administrative
Officer

NOTICE TO FILING OFFICER: After recordation, please return to Jamie B. Baer, Senior Assistant County Attorney, Office of Law, P. O. Box 2700, Annapolis, Maryland 21404.

Mail to _____

BOOK 530 PAGE 329

STATEMENT OF TERMINATION OF FINANCING STATEMENT

TO BE RECORDED IN:

NOT SUBJECT TO RECORDATION TAX

___ THE FINANCING STATEMENT RECORDS
___ OF THE STATE OF MARYLAND

___ THE LAND RECORDS OF
___ ANNE ARUNDEL COUNTY

X THE FINANCING STATEMENT RECORDS OF
ANNE ARUNDEL COUNTY

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

1. NAME AND ADDRESS OF DEBTOR: Phase II Systems, Inc.
2116 Renard Court
Annapolis, Maryland 21403

2. NAME AND ADDRESS OF SECURED PARTY: Anne Arundel County, Maryland
c/o Office of law
P.O. Box 2700 (formerly P.O.Box 1831)
Annapolis, Maryland 21404

3. This Statement refers to the original Financing Statement filed among:

___ The Financing Statement Records of the State of Maryland
___ DATE:
LIBER____ FOLIO _____
IDENTIFYING NUMBER _____

___ The Land Records of Anne Arundel County
___ DATE: December 13, 1988
LIBER: 4752 FOLIO 624

X The Financing Statement Records of Anne Arundel County
DATE: December 13, 1988
LIBER 535 FOLIO 352
IDENTIFYING NUMBER 275669

1992 NOV 13 AM 9:24

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

SECURED PARTY:

Anne Arundel County, Maryland

By: _____ (SEAL)

Title: Chief Administrative Officer

NOTICE TO FILING OFFICER: After recordation, please return to Jamie B. Baer, Senior Assistant County Attorney, Office of Law, P.O. Box 2700, Annapolis, Maryland 21404.

Mail to _____

BOOK 580 PAGE 330 286148

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

Not Subject To Recording Tax

RETURN TO:
CHICAGO TITLE INSURANCE COMPANY OF MARYLAND
110 ST. PAUL ST.
BALTIMORE, MD. 21202

RECORD FEE 25.00
POSTAGE .50
#442870 C489 R02 T09:31
05/13/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

1. **DEBTOR:** **EDWARD J. DYAS, JR.**
River Reach Office Center
7600 Ritchie Highway, Suite N-7
Severna Park, Maryland 21147

2. **SECURED PARTY:** **FIRST AMERICAN BANK OF MARYLAND**
c/o First American Metro Corp.
1751 Chain Bridge Road
12th Floor, North Tower
McLean, Virginia 22120
Attention: Brian D. Dilsheimer,
Special Assets Officer

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

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property ("Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards,

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storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.

d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.

e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Indemnity Deed of Trust or any part of such property into cash or

liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.

h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.

i. All of the Debtor's records with respect to environmental matters, whether or not located at the Real Property and whether in the possession of the Debtor or a third party (including any federal, state, or local agency or instrumentality), and whether written, photographic or computerized.

j. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in an Indemnity Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel, County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of 2 pages.

5. The proceeds and products of the above-described collateral (including insurance proceeds) 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.

Page 4 of 4 pages

DEBTOR:

_____(SEAL)
EDWARD J. DYAS, JR.

Date: April 2, 1992

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

Michael G. Gallerizzo
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (MGG) 10934

Mail to _____

BOYD & DOWCIALLO, P.A.
406 Headquarters Dr. Millersville, MD 21108

Exhibit 'A'

LOT 2

PLAT OF

MINOR SUBDIVISION

"SWANN POINT"

THIRD DISTRICT, A.A.CO. MD.

BEGINNING for the same at a point on the southwesternmost side of Old County Road, 30 feet wide, said point being northeasternmost corner of lot 2 as shown on the record plat entitled Minor Subdivision, "Swann Point" recorded among the land records of Anne Arundel County, Maryland in plat book 111 at page 5; thence running along th said northeasternmost outline of Lot 2 as shown on the abovementioned record plat and binding along the said southwesternmost side of Old County Road, 30 feet wide, and referring the meridian of this descriptiee to a survey of the Seaneborn Property by JR. McCrone, Jr., Inc., dated December 1954, of which the herein described is a part, South 34 degrees 10 minutes East 50.00 feet; thence leaving the said southwesterly side of Old County Road and running along the southerly outlines of Lot 2 as shown on the abovementioned record plat, South 55 degrees 50 minutes 15 seconds West 413.58 feet; thence South 71 degrees 30 minutes West 130.58 feet; thence South 46 degrees 30 minutes West 180.96 feet; thence South 80 degrees 00 minutes West 194.69 feet; thence North 62 degrees 30 minutes West 173.20 feet; thence South 33 degrees 30 minutes West 189.00 feet; thence South 47 degrees 56 minutes 47 seconds West 444.17 feet; thence South 37 degrees 00 minutes West 340.32 feet and South 77 degrees 00 minutes West 187.20 feet to a point on the shoreline of the Severn River; thence continuing along

the westernmost outlines of Lot 2 as shown BOOK 457A PAGE 5 & 6 the aforementioned record plat and binding along the shoreline of the Severn River North 15 degrees 47 minutes 30 seconds West 389.10 feet and North 07 degrees 23 minutes 15 seconds West 701.58 feet; thence leaving the said shoreline of the Severn River and continuing along the northerly outline of Lot 2 as shown on the abovementioned record plat, North 85 degrees 00 minutes East 201.58 feet; thence South 32 degrees 30 minutes East 150.00 feet; thence South 86 degrees 30 minutes East 80.00 feet; thence North 36 degrees 30 minutes East 128.58 feet; thence South 88 degrees 45 minutes East 110.78 feet; thence South 3 degrees 00 minutes West 118.84 feet; thence North 80 degrees 00 minutes East 240.00 feet; thence North 12 degrees 45 minutes East 180.00 feet; thence North 71 degrees 30 minutes East 200.00 feet; thence North 12 degrees 30 minutes East 172.00 feet; thence South 74 degrees 30 minutes East 197.50 feet; thence South 00 degrees 05 minutes 22 seconds West 178.56 feet; thence South 43 degrees 30 minutes East 341.00 feet and North 55 degrees 50 minutes 15 seconds East 344.00 feet to the point of beginning; CONTAINING 20.038 acres of land more or less.

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

THE SAID AUBOLON SAINTSBURY SEPARATED THIS LIFE ON OR ABOUT JUNE 1, 1996.

03-17-98
ALB/dee
J.O.# 281

17 50

BOOK 580 PAGE 336 2863(49)

To Be Recorded In The Land Records and The Chattel Records of Anne Arundel County, Maryland, And Among The Financing Statement Records Of The Maryland State Department of Assessments And Taxation.

Not Subject To Recording Tax.
(Indemnity Transaction)

RETURN TO: 4/16/92 03
CHICAGO TITLE INSURANCE
COMPANY OF MARYLAND
110 ST. PAUL ST.
BALTIMORE, MD 21202

RECORD FEE 17.00
POSTAGE .50
#442880 C489 R02 T09:31
05/13/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

1. **DEBTOR:** **PICCOLO D'ITALIA, INC.**
1410 Forest Drive
Annapolis, Maryland 21040
Attention: Edward J. Dyas, Jr.,
President

2. **SECURED PARTY:** **FIRST AMERICAN BANK OF MARYLAND**
c/o First American Metro Corp.
1751 Chain Bridge Road
12th Floor, North Tower
McLean, Virginia 22120
Attention: Brian D. Dilsheimer,
Special Assets Officer

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

a. All of the right, title, and interest of the Debtor in and to all of the tangible and intangible assets owned by the Debtor or in which the Debtor has any rights, including, but not limited to, the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired, together with all substitutions therefor, all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

(i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment, Inventory and Goods, as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

(ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform

17 50
32

Commercial Code, as well as all contracts with customers, deposits and prepayments;

(iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the Fixtures are physically located;

(iv) All of the Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action of the Debtor, 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 all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter "Receivables");

(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, equipment, furniture, fixtures, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware and computer software of the Debtor;

(xi) General Intangibles in the form of goodwill; and

(xii) All records relating to or pertaining to any of the above.

b. All of the right, title and interest of the Debtor in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. Some of the above described collateral may be affixed to the real property known as 1410 Forest Drive, Annapolis, Maryland 21040. The record owner of such real property is Forest Gemini Joint Venture et al.

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

DEBTOR:

PICCOLO D'ITALIA, INC.,
A Maryland Corporation

By: _____ (SEAL)
Edward J. Dyas, Jr., President

Date: Apr. 12, 1992

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

Michael G. Gallerizzo, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: 10934

Mail to _____

BOOK 580 PAGE 339 286350

28635

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)

Woodward & Lothrop Incorporated
2800 Eisenhower Avenue
Alexandria, VA 22314

THIS IS A CORPORATION; SEE EXTENSION SHEET(S) FOR ADDITIONAL NAMES, ADDRESSES

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

Aurafin Corporation
14001 N.W. 4th Street
Sunrise, FL 33325

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

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

This financing statement is filed as a memorandum of consignment transaction, under the terms of an agreement dated as of April 17, 1992 between Aurafin Corporation, as Consignor, and WOODWARD & LOTHROP INCORPORATED and JOHN WANAMAKER, PHILADELPHIA, as Consignee, covering all karat gold, sterling silver or vermeil jewelry with or without precious or semi-precious stones, including gold chain, charms, rings, earrings and bracelets, which may at any time now or hereafter be consigned by Consignor to or for the account of Consignee, located on the properties set forth in the agreement.

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

This filing is to perfect a security interest in inventory.

Consigned

NOT SUBJECT TO RECORDATION TAX

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

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

Filed with: MD - ANNE ARUNDEL

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

1

Woodward & Lothrop Incorporated
By: _____
Signature(s) of Debtor(s)
Joseph F. Gallucci SVP Finance

Aurafin Corporation
By: _____
Signature(s) of Secured Party(ies)
Steven L. Hansen VP Finance

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

84533-40

BOOK 580 PAGE 340

84533

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

TOTAL NUMBER OF SHEETS: 2

STATE OF Virginia

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

Aurafin Corporation
14001 N.W. 4th Street
Sunrise, FL 33325

DEBTOR:

Woodward & Lothrop Incorporated
2800 Eisenhower Avenue
Alexandria, VA 22314

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):

1. (NO ADDITIONAL DBAS.)

ADDITIONAL DEBTOR ADDRESS(ES):

1.	11160 Viers Hill Road	Wheaton	MD 20902
2.	5400 Wisconsin Avenue	Chevy Chase	MD 20815
3.	10300 Little Patuxent Pkwy	Columbia	MD 21044
4.	2145 Brightseat Road	Landover	MD 20785
5.	3200 Perry Hall Blvd.	Baltimore	MD 21236
6.	3500 East-West Hwy	Hyattsville	MD 20732
7.	7135 Democracy Blvd.	Bethesda	MD 20817
8.	701 Russell Avenue	Gaithersburg	MD 20877
9.	39 Parole Plaza	Annapolis	MD 21401

Woodward & Lothrop Incorporate Aurafin Corporation

Joseph Mallumi — Steven L Harder

DEBTOR — SECURED PARTY

~~President~~ S.V.P.

1

SHEET No.

Filing Officer Copy

BOOK 580 PAGE 341

28643.51

TO BE RECORDED WITH THE
FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

NOT SUBJECT TO
FINANCING RECORDAITON
TAX

RECORD FEE 13.00
POSTAGE .50
#443410 CASH RCD 11:23
05/13/92
MARY M. ROSE
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Debtor:
PERFORMANCE TEXTILES, INC.
a Maryland Corporation

Address:
206 Marlbrook Road
Severna Park, Md. 21146

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, Md. 21801
Attn: M. John Miller

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the building and any and all renewals and replacement thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest or 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 corporation which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in

BOOK 580 PAGE 341

2863.51

TO BE RECORDED WITH THE
FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

NOT SUBJECT TO
FINANCING RECORDAITON
TAX

RECORD FEE 13.00
POSTAGE .50
#443410 CASH RCT 014229
05/13/92
MARY M. ROSE
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Debtor:
PERFORMANCE TEXTILES, INC.
a Maryland Corporation

Address:
206 Marlbrook Road
Severna Park, Md. 21146

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, Md. 21801
Attn: M. John Miller

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the building and any and all renewals and replacement thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest or 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 corporation which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in

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 described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Debtor or any other party for use of the Debtor for any use of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security for repayment of the Deed of Trust Promissory Note and Deed of Trust in the amount of $100,310.00 by Debtor executed on even date herewith in favor of the Secured Party and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:

PERFORMANCE TEXTILES, INC.
a Maryland Corporation

By: _____ (SEAL)
David M. Kuhl, President

Date: May 6, 1992

EXHIBIT A

All that lot or Parcel of ground situate in the Second Assessment District of Anne Arundel County, State of Maryland, and known as Unit Numbered A203, as shown on the Condominium Plat entitled "A Condominium - Phase II, Annapolis Business Plaza, Hudson Street, 3rd District, Annapolis, Anne Arundel County, Maryland", and recorded among the Land Records of Anne Arundel County in Condominium Plat Book No. 44, Page 43, together with an undivided percentage interest in the common elements and common expenses and common profits of the Annapolis Business Plaza Condominium of 2.5%.

TOGETHER with the improvements thereto and the rights and appurtenances, thereto belonging or appertaining, and particularly the rights in common with others of a condominium owner in said condominium, subject to the objections of said owners.

SUBJECT TO AND WITH the benefit of the Declaration and Condominium By-Laws, as amended, and further subject to all rights, easements, restrictions, covenants and reservations contained in or referred to in the said condominium documents, as amended, as if recited and stipulated at length herein.

AND BEING the same property conveyed to Performance Textiles, Inc., a Maryland Corporation, by Trustees Deed dated May 6, 1992, intended to be recorded among the Land Records of Anne Arundel County, Maryland.

AFTER RECORDATION PLEASE RETURN TO:

DAVID S. BRUCE, ESQUIRE
P.O. BOX 447
PRINCE FREDERICK, MD 20678

PARTIES

FINANCING STATEMENT CHANGE

PARTIES

Debtor name (last name first if individual) and mailing address:
THE J.E. SMITH COMPANY
10 ROUTE 3,P.O. BOX 100
MILLERSVILLE,MARYLAND 21108

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:

Corestates Bank, N.A. as successor
to The Philadelphia National Bank
BROAD & CHESTNUT STREETS
PHILADELPHIA,PA. 19101

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):

Corestates Bank, N.A. as successor
to The Philadelphia National Bank

NANCY KRAJNIKOVICH, VICE PRESIDENT

4

STANDARD FORM UCC 3 (12/88)
Approved by Secretary of Commonwealth of Pennsylvania

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: 580 PAGE 344

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
☒ [illegible] CLERK OF ANNE ARUNDEL County, MD
☐ Real Estate Records of _____ County

6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters): 506CN

8

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. 901750 filed with the:

☐ Secretary of the Commonwealth on (date) _____
☒ [illegible] CL. OF ANNE ARUNDEL County on (date) 7/19/90
☐ Real Estate Records of _____ County on (date) _____

9

DESCRIPTION OF FINANCING STATEMENT CHANGE

RECORD FEE: 11.00
A580250 0339 R01 12:0:42
05/13/92

☐ **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.

MARY M. ROSE
AA CO. CIRCUIT COURT

☐ **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):

G.L.

11

RETURN RECEIPT TO:

CoreStates Bank, N.A.
LOAN ACCT DEPT. F.C. 01-003-91-60
P.O BOX 7558
PHILADELPHIA, PA 19101

12

PARTIES

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

THE J.E. SMITH COMPANY
10 ROUTE 3,P.O. BOX 100
MILLERSVILLE,MARYLAND 21108

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:

Corestates Bank, N.A. as successor
to The Philadelphia National Bank
BROAD AND CHESTNUT STREETS
PHILADELPHIA,PA. 19101

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):

Corestates Bank, N.A. as successor
to The Philadelphia National Bank

NANCY KRAJNIKOVICH,VICE PRESIDENT

4

FINANCING STATEMENT CHANGE
Uniform Commercial Code Form UCC-3
IMPORTANT — Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

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

BOOK 580 PAGE 345

5

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

☐ Secretary of the Commonwealth

☒ ~~Prothonotary of~~ CLERK OF 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): 506CN

8

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. 864040
filed with the: BOOK: 559 PAGE ?

☐ Secretary of the Commonwealth on (date) _____

☒ ~~Prothonotary of~~ CLERK OF ANNE ARUNDEL County on (date) 8/15/90

☐ 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 10 (signatures of Debtor and Secured Party of Record are required).

RECORD FEE 11.00
4380260 C263 R01 T10:42
05/13/92

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

MARY M. ROSE
AA CO. CIRCUIT COURT

G.L

11

RETURN RECEIPT TO:

CoreStates Bank, N.A.
LOAN ACCT DEPT. F.C. 01-003-91-60
P.O. BOX 7558
PHILADELPHIA, PA 19101

12

STANDARD FORM UCC-3 (12/88)
Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND

BOOK 580 PAGE 346

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283476

RECORDED IN LIBER 567 **FOLIO** 157 **ON** 4-22-91 **(DATE)**

1. DEBTOR

Name Stradley, Phillip R.

Address 1568 Farlow Avenue, Crofton, MD 21114

2. SECURED PARTY

Name Agricredit Acceptance Corporation

Address PO Box 10357, Des Moines, IA 50306

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

RECORD FEE 10.00
POSTAGE .50
#381350 C263 R01 T12:32
05/13/92
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:** ☒XX (Indicate whether amendment, termination, etc.) Termination

Anne Arundel County

10
5

Dated 4-13-92

Kim Bradley Credit Clerk
(Signature of Secured Party)
Agricredit Acceptance Corporation
Type or Print Above Name on Above Line

2865354

BOOK 580 PAGE 347

To Be Recorded:
- Land Records of Anne Arundel County
- Chattel Records of Anne Arundel County
- State Department of Assessments and Taxation

Subject to Recording Tax On Principal Amount of $1,200,000.00 Which Was Paid To The Clerk of The Court of Anne Arundel County Upon the Filing of Deed of Trust

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

1. DEBTOR: ANNAPOLIS AREA CHRISTIAN SCHOOL ASSOCIATION, INC.
710 Ridgely Avenue
Annapolis, MD 21403

2. SECURED PARTY: THE ANNAPOLIS BANKING AND TRUST COMPANY
Church Circle
Annapolis, MD 21401
Attn: Commercial Loan Dept.

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

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property") (description thereof in Appendix A attached hereto and made a part hereof), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges,

refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

d. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

e. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the

Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

ANNAPOLIS AREA CHRISTIAN SCHOOL ASSOCIATION, INC.

By James W. Skillen
James Skillen, President

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY

By William A. Busik
William A. Busik
Vice President

Date: May 13, 1992

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

The Annapolis Banking and Trust Company
Church Circle
Annapolis, MD 21401
Attn: Commercial Loan Department

APPENDIX A

BOOK 580 PAGE 350

PARCEL NO. 1

Beginning for the same at a point on the northerly right-of-way line of Best Gate Road, 30 feet wide, said point being the southeast corner of the property of Protestant Episcopal Church as recorded among the Land Records of Anne Arundel County in Deed Book 1897 at Page 312; thence running with the line of said Protestant Episcopal Church

North 23 degrees 24 minutes 38 seconds West, 201.59 feet to a point; thence running with the lines of said Protestant Episcopal Church and George B. Woelfel, Jr. as recorded among the Land Records of Anne Arundel County in Deed Book 2470 at Page 875

North 14 degrees 51 minutes 46 seconds West, 422.30 feet to a point; thence running with the line of said George B. Woelfel, Jr.

North 59 degrees 02 minutes 30 seconds East, 250.00 feet to a point; thence departing said Woelfel and running through the property of Annapolis Area Christian School Association, Inc.

South 18 degrees 03 minutes 12 seconds East, 247.39 feet to a point; thence

South 72 degrees 45 minutes 38 seconds West, 104.19 feet to a point; thence

South 18 degrees 48 minutes 37 seconds East, 436.15 feet to a point on said right-of-way line of Best Gate Road; thence running with said line of Best Gate Road

South 73 degrees 24 minutes 56 seconds West, 150.00 feet to the point of beginning containing 122,810 square feet or 2.8193 acres, more or less.

PARCEL NO.2

BEGINNING for the same at a point on the northerly right-of-way line of Best Gate Road, 30 feet wide, said point being North 73 degrees 24 minutes 56 seconds East, 150.00 feet from the southeast corner of the property of Protestant Episcopal Church as recorded among the Land Records of Anne Arundel County in Deed Book 1897 at Page 312; thence departing said point as established and running through the property of Annapolis Area Christian School Association, Inc. North 18 degrees 48 minutes 37 seconds West, 436.15 feet to a point; thence North 72 degrees 45 minutes 38 seconds East, 104.19 feet to a point; thence North 18 degrees 03 minutes 12 seconds West, 247.39 feet to a point on a line of the property of George B. Woelfel, Jr. as recorded among the Land Records of Anne Arundel County in Deed Book 2470 at Page 875; thence running with the line of said George B. Woelfel, Jr. North 59 degrees 02 minutes 30 seconds East, 119.95 feet to a

point; thence North 65 degrees 33 minutes 57 seconds East, 245.00 feet to a point; thence continuing with the lines of said George B. Woelfel and the properties of Anne Arundel County as recorded in Deed Book 2483 at Page 567 and Deed Book 2668 at Page 180, respectively South 24 degrees 06 minutes 24 seconds East, 553.22 feet to a point; thence South 72 degrees 56 minutes 36 seconds West, 100.00 feet to a point; thence South 24 degrees 06 minutes 24 seconds East, 200.00 feet to a point on said right-of-way line of Best Gate Road; thence running with said Best Gate Road South 73 degrees 24 minutes 56 seconds West, 438.41 feet to the point of beginning containing 313,848 square feet or 7.2050 acres of land, more or less.

BEING and intended to be the same property conveyed to Annapolis Area Christian School Association, Inc. by Walter B. Smith, Jr., widower, by deed dated April 27, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3586, folio 214, SAVE and EXCEPTING however that parcel of land and easements appertenant thereto conveyed to Anne Arundel County by deed dated April 20, 1990 and recorded among the Land Records of Anne Arundel County in Liber 5096, folio 175 for the widening of Best Gate Road and improvements thereto. Parcel No. 1 being subject to a life estate in Walter B. Smith, Jr. See also a Confirmatory deed and a Deed

Modification Agreement from Walter B. Smith, Jr. to Annapolis Area Christian School Association, Inc. both dated of even date herewith and intended to be recorded immediately prior hereto.

BOOK 580 PAGE 354

ACCOUNTS RECEIVABLE

At this time, the Bank has no security interest in the Debtors equipment and therefore is not subject to recordation Tax.

Phillip Kunzelman
Vice-President

Debtor or Assignor Form

Anne Arundel Count

MARYLAND FINANCING STATEMENT

286355

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

DEBTOR	SECURED PARTY (OR ASSIGNEE)
	THE FIRST NATIONAL BANK OF MARYLAND
Benefit Systems, Inc. (Name)	Attn: Phillip Kunzelman 101-560 (Name of Loan Officer)
849 International Drive, Ste. 350 (Address)	25 S. Charles Street (Address)
Linthicum, Md. 21090	Baltimore, MD 21201

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which is herein used means accounts, instruments, chattel paper, contracts, contract rights, account 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 good 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 proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

G.L.

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

RECORD FEE 11.00
POSTAGE .50
#444110 C489 R02 T09:17
05/14/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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)
Benefit Systems, Inc.	
(Seal)	(Seal)
X _____ (Seal)	(Seal)
(Signature)	(Signature)
Thomas Dowling, Pres.	
(Print or Type Name)	(Print or Type Name)

11.00
12

BS-0650A-8406

BOOK 580 PAGE 355

Debtor or Assignor Form
Anne Arundel Co.

MARYLAND FINANCING STATEMENT

2863.56

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 118,000.00 ($826.00)
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR	SECURED PARTY (OR ASSIGNEE)
McLean Contracting Company (Name)	THE FIRST NATIONAL BANK OF MARYLAND Attn: Robert M. Beaver 101-560 (Name of Loan Officer)
6700 McLean Way (Address)	25 S. Charles Street (Address)
Glen Burnie, Maryland 21060-6480	Baltimore, Maryland 21201

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

I.C.E. Model 570 Power Unit Serial #174139
(2) Adapters (2" to 3½")
(3) 2" x 50' 4-Wire Hose

RECORD FEE 11.00
RECORD TAX 826.00
POSTAGE .50
#444120 C489 R02 T09:17
05/14/92
MARY H. ROSE
AA CO. CIRCUIT COURT

G.L.

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

Record Owner, if different from the Debtor: _____

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

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)	DEBTOR (OR ASSIGNOR)
McLean Contracting Company (Seal)	McLean Contracting Company (Seal)
(Seal)	(Seal)
(Signature)	(Signature)
Frederick W. Rich, Exec. V.P. & Treas. (Print or Type Name)	Richard F. Hoffman, Pres. (Print or Type Name)

11.00
826.00

BS-0850A-8406

8811
92103

2863357

BOOK 580 PAGE 356

⋈ RECORD: Financing Statement (Chattel) Records of Anne Arundel County, Maryland

[ ] RECORD: Land Records of Anne Arundel County, Maryland

[ ] RECORD: Maryland State Department of Assessments and Taxation

RECORD FEE 18.00
POSTAGE .50
#445070 CASH REC 14:30
05/14/92
MARY A. ROSE
AA CO. CIRCUIT COURT

May 8, 1992

Not subject to Recordation Tax

FINANCING STATEMENT

1. DEBTOR: EAST PARK LIMITED PARTNERSHIP,
a Maryland limited partnership

ADDRESS: 1370 Lamberton Drive
Silver Spring, Maryland 20902

10

2. SECURED PARTY: THE GREAT-WEST LIFE ASSURANCE COMPANY,
a Canadian corporation

ADDRESS: 8515 East Orchard Road
Englewood, Colorado 80111

3. This Financing Statement covers all of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all of the following types (or items) of property:

(a) all and singular the tenements, hereditaments, easements, rights-of-way and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits of the property described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

18.50

(b) the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Property to the center line thereof; and

(c) all machinery, apparatus, building materials, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, 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 the Property and now owned or hereafter acquired by the Debtor including, but without limitation the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors; and

(d) any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Property as result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Property; and

(e) all right, title and interest of the Debtor in and to all leases affecting the said Property together with any and all future leases upon all or any part of the said Property, and together with all of the rents, income receipts, revenues, issues and profits from or due or arising out of the said Property.

4. This Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of the Debtor if any such tenants have the right to remove the same at or before the expiration of the term of their leases.

5. Proceeds and products of all collateral are covered by this Financing Statement.

[SIGNATURE PAGE FOLLOWS]

WITNESS:

DEBTOR:

EAST PARK LIMITED PARTNERSHIP,
a Maryland limited partnership

By: _____ [SEAL]
Name: Joseph M. Della Ratta
Sole General Partner

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

_____
_____
_____
_____

8897-001
FS-2

Lot No. 2 on Plat entitled "Administrative Plat Tax Map 15, Block 16, Parcel 1025, East Park Center, Sheets 1 through 3" recorded among the Land Records of Anne Arundel County, Maryland, Plat No. 6560, 6561, and 6562, Plat Book 125, pages 36, 37, and 38.

TOGETHER WITH AND SUBJECT TO the use in common with others of those certain easements described in a Deed of Declaration dated May 27, 1983 and recorded among the aforesaid Land Records in Liber 3591, folio 367, by Grantor, as Declarant, as supplemented by Supplemental Deed of Declaration dated of even date herewith and recorded or intended to be recorded among the aforesaid Land Records prior hereto.

Exhibit "A"

(Legal Description of Lot 2)

Financing Records of
Anne Arundel County

BOOK 580 PAGE 360

2863358

Not to be recorded in
Land Records

Subject to recordation tax:
Principal Amount is
$5,000,000.00

The appropriate amount of recordation tax has been paid and evidence is affixed to a second deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:	Address:
East Park Limited Partnership	1370 Lamberton Drive Silver Spring, Maryland 20902
2. Secured Parties:	Address of all Secured Parties:
Loyola Federal Savings Bank, Lender	c/o Loyola Federal Savings Bank 1300 N. Charles Street Baltimore, Maryland 21201
Charles C. Schmitt, Trustee	
Kenneth R. Gift, Trustee	

RECORD FEE 14.00
POSTAGE .50
#445100 C489 R02 T14:31
05/14/92
MARY M. ROSE
BA CO. CIRCUIT COURT

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes

67.Z05708A:05/01/92
4618-35

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, computer equipment, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) All and singular the rights, alleys, ways, waters, easements, tenements, privileges, advantages, accessions, hereditaments and appurtenances belonging or in any way appertaining to the said land and other property described herein, and the reversions and remainders, earnings, revenues, rents, issues and profits thereof and including any right, title, interest or estate hereafter acquired by Debtor in the said land and other property described herein.

(c) All the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, contract rights (including all fees and other obligations set forth in the Lender's commitment to make the loan), general intangibles, chattel paper, documents and instruments including but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments thereunder, relating or appertaining to the said land and other property described herein and its development, occupancy and use.

4. The aforesaid items are included as security in a second deed of trust given by Debtor to the Trustees named above and recorded or intended to be recorded among the Land

Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to the Lender named above.

5. Proceeds of collateral are also covered.

6. The land consists of approximately 27.926 acres described as Lot 1 and Lot 2 of Plat entitled "Administrative Plat Tax Map 15 Block 16 Parcel 1025, East Park Center, Sheets 1 through 3" recorded among the Land Records of Anne Arundel County, Maryland, Plat No. 6560, in Plat Book 125, Page 36, and is more particularly described in the second deed of trust referred to above.

Debtor:

EAST PARK LIMITED PARTNERSHIP

By _____
Joseph M. Della Ratta
General Partner

To the Filing Officer: After this statement has been recorded, please mail the same to: Edward J. Levin, Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201-3010.

67.Z05708A:05/01/92
4618-35

9811
92103

BOOK 580 PAGE 363

286359

☒ RECORD: Financing Statement (Chattel) Records of Anne Arundel County, Maryland

[ ] RECORD: Land Records of Anne Arundel County, Maryland

[ ] RECORD: Maryland State Department of Assessments and Taxation

May 8, 1992

Not subject to Recordation Tax

RECORD FEE 22.00
POSTAGE .50
#045080 CASH RCD T14:51
05/14/92
MARY M. ROSE
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. DEBTOR: EAST PARK LIMITED PARTNERSHIP,
a Maryland limited partnership

ADDRESS: 1370 Lamberton Drive
Silver Spring, Maryland 20902

2. SECURED PARTY: GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY,
a Colorado corporation

ADDRESS: 8515 East Orchard Road
Englewood, Colorado 80111

3. This Financing Statement covers all of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all of the following types (or items) of property:

(a) all the rents, income and profits derived from the land described in Exhibit "A" hereto, which is incorporated herein (the "Property"), and improvements now existing and hereafter to be constructed thereon; and

22.00
22.50

(b) all materials intended for construction, reconstruction, alteration and repair of improvements now or hereafter erected on the Property; and

(c) the beds of the ways, streets, avenues, alleys, railroad beds, sidings and tracks and all areas adjoining or constituting a portion of the said Property; and

(d) all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, other rights, and all liberties and privileges in any way now or hereafter appertaining to the Property, including any claim at law or in equity, as well as any after-acquired title, franchise or license and reversion and reversions and remainder and remainders thereof; and

(e) all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, 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 the said Property being now owned or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all beds, furnishings, television sets and related equipment, stereo equipment, antennas, fixtures, signs and billboards, all materials and inventory on hand used or to be used in the operating of the Property, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors; and

(f) all books, records, plats, surveys, plans and specifications, contracts, agreements and all other documents now and hereafter owned by or belonging to the Debtor relating in any manner to the Property and the construction and use of the improvements now existing or hereafter constructed thereon; and

(g) to the extent permitted by law, all licenses, permits and authorizations (including liquor licenses) owned or possessed by the Debtor pertaining to the use and operation of the Property; and

(h) all awards and payments, including interest thereon, and all rights to receive the same, which may be heretofore and hereafter made by reason of a taking by eminent domain of the whole or any part of said Property, either permanent or temporary, or of any right appurtenant thereto, including any awards or payments for use and occupation and for change of grade of streets; and

(i) all present and future accounts, contract rights, including all right, title and interest of the Debtor in and to all leases, conditional sales contracts and other contracts pertaining to any and all property whatsoever on or used in connection with the ownership or operation of the Property, general and intangibles, chattel paper documents and other personal property relating to the secured property and all proceeds thereof and construction contracts, permits, public work agreements, bonds, deposits and payments thereunder, any refunds thereof, construction materials, supplies, lumber, machinery and equipment.

4. This Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of the Debtor if any such tenants have the right to remove the same at or before the expiration of the term of their leases.

5. Proceeds and products of all collateral are covered by this Financing Statement.

[SIGNATURE PAGE FOLLOWS]

WITNESS:

DEBTOR:

EAST PARK LIMITED PARTNERSHIP,
a Maryland limited partnership

By: _____ [SEAL]
Name: Joseph M. Della Ratta
Sole General Partner

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

_____
_____
_____
_____

8897-001
FS-1

Lot No. 1 on Plat entitled "Administrative Plat Tax Map 15, Block 16, Parcel 1025, East Park Center, Sheets 1 through 3" recorded among the Land Records of Anne Arundel County, Maryland, Plat No. 6560, 6561, and 6562, Plat Book 125, pages 36, 37, and 38.

TOGETHER WITH AND SUBJECT TO the use in common with others of those certain easements described in a Deed of Declaration dated May 27, 1983 and recorded among the aforesaid Land Records in Liber 3591, folio 367, by Grantor, as Declarant, as supplemented by Supplemental Deed of Declaration dated of even date herewith and recorded or intended to be recorded among the aforesaid Land Records prior hereto.

Lot No. 2 on Plat entitled "Administrative Plat Tax Map 15, Block 16, Parcel 1025, East Park Center, Sheets 1 through 3" recorded among the Land Records of Anne Arundel County, Maryland, Plat No. 6560, 6561, and 6562, Plat Book 125, pages 36, 37, and 38.

TOGETHER WITH AND SUBJECT TO the use in common with others of those certain easements described in a Deed of Declaration dated May 27, 1983 and recorded among the aforesaid Land Records in Liber 3591, folio 367, by Grantor, as Declarant, as supplemented by Supplemental Deed of Declaration dated of even date herewith and recorded or intended to be recorded among the aforesaid Land Records prior hereto.

Exhibit "A"

(Legal Description of Lot 1 and Lot 2)

BOOK 580 PAGE 368

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
   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.

RECORD FEE 10.00
POSTAGE .50
#383300 C:63 R01 T11:24
05/14/92
MARY N. ROSE
CLK CIRCUIT COURT

9. SIGNATURES.

	SECURED PARTY
	Maryland National Bank
	By William A Kulick
	William A. Kulick, Vice President
DEBTOR(S)	(Type, Name and Title)
(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.	

NVR SETTLEMENT SERVICES, L.P.
555 Quince Orchard Rd., #270
Gaithersburg, MD 20878

10.50

10

NVR SETTLEMENT SERVICES, L.P.
12850 Middlebrook Rd., #211
Germantown, MD 20874

Exhibit A

Lot 89-95 in the subdivision entitled "PINEY ORCHARD, P.U.D. SUBDIVISION PHASE 1, THE COURTS AT PINEY ORCHARD PARCEL 8 SECTION II" which plat is recorded among the land records of Anne Arundel County, Maryland in Plat Book 129, Page 25, Plat No. 6749.

BOOK 580 PAGE 370

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 5-29-84
Maturity date (if any)

Record Reference Liber 545 Folio 252

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No. Street City State
KMS GROUP INC	8808 CENTRE PARK DRIVE COLUMBIA MD 21045
Name of Secured Party or assignee	No. Street City State
MARYLAND NATIONAL BANK	10 LIGHT STREET, 19TH FLOOR BALTIMORE MARYLAND 21203

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.

RECORD FEE 10.00
POSTAGE .50
#383350 C263 R01 T11:28

☒ RELEASE PARTIAL
From the property descirbed in the original Financing Statement identifed above, the property desribed below is released.

05/14/92
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

LOTS 96–103, IN THE SUBDIVISION ENTITLED, "PINEY ORCHARD P.U.D. SUBDIVISION, PHASE 1, THE COURTS AT PINEY ORCHARD, PARCEL 8, SECTION II", WHICH PLAT IS RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN PLAT BOOK 129, FOLIO 25, PLAT NO 6749.

Debtor(s) or assignor(s)

_____

_____

(Type or print name under signature)

Maryland National Bank (Seal)
(Corporate, Trade or Firm Name)

W. A. Kulick
Signature of Secured Party or assignee

William A. Kulick, Vice President
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

10.50

NVR SETTLEMENT SERVICES, L.P.
555 Quince Orchard Rd., #270
Gaithersburg, MD 20878

BOOK 580 PAGE 371

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 3-14-88 Record Reference Liber 524 Folio 226
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No. Street City State
KMS GROUP INC	8808 CENTRE PARK DRIVE COLUMBIA MD 21045

Name of Secured Party or assignee	No. Street City State
MARYLAND NATIONAL BANK	10 LIGHT STREET, 19TH FLOOR BALTIMORE MARYLAND 21203

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 96–103, IN THE SUBDIVISION ENTITLED, "PINEY ORCHARD P.U.D. SUBDIVISION, PHASE 1, THE COURTS AT PINEY ORCHARD, PARCEL 8, SECTION II", WHICH PLAT IS RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN PLAT BOOK 129, FOLIO 25, PLAT NO 6749.

RECORD FEE 10.00
POSTAGE .50
#383360 C263 R01 T11:28
05/14/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Debtor(s) or assignor(s)

_____

_____

_____
(Type or print name under signature)

Maryland National Bank (Seal)
(Corporate, Trade or Firm Name)

W. A Kulick
Signature of Secured Party or assignee

William A. Kulick, Vice President
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

10.50

NVR SETTLEMENT SERVICES, L.P.
555 Quince Orchard Rd., #270
Gaithersburg, MD 20878

NVR SETTLEMENT SERVICES, L.P
Quince Orchard Rd., #270
burg, MD 20878

APC

BOOK 580 PAGE 372

, MARYLAND 286.50

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

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

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

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

This financing statement dated 5/5/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C R M INC

Address 7853 QUARTERFIELD RD GLEN BURNIE MD

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) _____

RECORD FEE 11.00
POSTAGE .50
#303570 C353 R01 T11:51
05/14/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

USED FORD 550 TRACTOR LOADER BACKHOE S/N C499472

G.L.

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)

C.R.M., Inc.

C R M Inc

(Signature of Debtor)

Gloria B Reid (Pres)

Gloria B. Reid, Pres.

Type or print above Signature on above line

(Signature of Debtor)

(Signature of Secured Party)
Security Ford New Holland, Inc.
Thomas J. Drescher, President

STATE OF MARYLAND BOOK 580 PAGE 373

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 4/28/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

286451

1. DEBTOR

Name WILLIAM E JACKSON

Address 611 BYWATER RD ANNAPOLIS MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC

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) 4/28/95

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

STEREO EQUIPMENT
TAPE RECORDERS.
TELEVISIONS
VCR's
HAND TOOLS
PAINTINGS
CAMERAS

RECORD FEE 11.00
POSTAGE .50
#383810 C263 R01 T12:27
05/14/92
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)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

15
5

William E. Jackson Jr.
(Signature of Debtor)

WILLIAM E JACKSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

MICHAEL D GORDY
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 580 PAGE 374

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 5/6/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

286362

Name FAYE &LYNN BENT

Address 1041 PLUM CREEK DR CROWNSVILLE MD 21032

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC.

Address 24 B DEFENSE ST

ANNAPOLIS MD 21401

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

RECORD FEE 11.00
POSTAGE .50
#383320 C263 R01 T12:27
05/14/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) 5/6/92

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

HUB FURNITURE-SOFA SECTIONAL

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)

115

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

Faye N. Bent
(Signature of Debtor)

FAYE BENT
Type or Print Above Name on Above Line

Lynn M Bent
(Signature of Debtor)

LYNN BENT
Type or Print Above Signature on Above Line

Richard Yeager
(Signature of Secured Party)

MICHAEL D. GORDY
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 580 PAGE 375

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. ☐

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.

1. DEBTOR

2865.43

Name Brown, Archie Jr.

Address 775 Annapolis Neck Road, Annaplis, MD 21403

2. SECURED PARTY

Name Associates Commercial Corporation

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

_____

Person And Address To Whom Statement Is To Be Returned 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) 1992 Ford LN8000 Truck, VIN 1FDXR82A3NVA26655 with One (1) Heil 4000 20 yd. Rear Load Packer, S/N 4T/1012884 complete with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof.

Name and address of As... None

RECORD FEE 11.00
POSTAGE .50
#394490 C263 R01 T14:51

Filed with Anne Arundel County Recorder - MD 05/14/92
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)

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)

Archie Brown Jr.

Archie Brown Jr
(Signature of Debtor)

Archie Brown Jr Owner
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Associates Commercial Corporation

Paula Ullery
(Signature of Secured Party)

Paula Ullery Cashier
Type or Print Above Signature on Above Line

STATE OF MARYLAND BOOK 580 PAGE 376

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. ☐

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.

286164

1. DEBTOR

Name Archie Brown & Sons Co.

Address 775 Annapolis Neck Rd, Annapolis, MD 21403

2. SECURED PARTY

Name Associates Commercial Corporation

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

_____

Person And Address To Whom Statement Is To Be Returned 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) 1992 Ford LN8000 Truck, VIN 1FDXR82A3NVA26655 with One (1) Heil 4000 20 yd. Rear Load Packer, S/N 4T/1012884 complete with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof.

RECORD FEE 11.00

Name and address of [illegible] POSTAGE .50

None #334500 C263 R01 T14:52 05/14/92

MARY M. ROSE

Filed with Anne Arundel County Recorder - MD AA CO. CIRCUIT COURT

11.50

CHECK ☒ THE LINES WHICH APPLY

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

G.L.

☐ (If 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)

Archie Brown & Sons Co.

Archie Brown Jr.
(Signature of Debtor)

Archie Brown Jr. Owner
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Associates Commercial Corporation

Paula Ulery
(Signature of Secured Party)

Paula Ulery Cashier
Type or Print Above Signature on Above Line

STATE OF MARYLAND B878344

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 580 PAGE 377

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. ☐

Conditional Sales, not subject to tax

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

286465

1. DEBTOR

Name J&J Contracting, Inc. dba Jim's Aerials

Address 823 Fairview Ave. Linthicum, MD 21090

2. SECURED PARTY

Name AEL Leasing Co., Inc.

Address Flying Hills Corp. Cntr #6 Reading, PA 19607

RECORD FEE 12.00
POSTAGE .50
#3849A0 C263 R01 T14:56
05/14/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any) _____

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

Equipment herein described and all rentals
and proceeds from any sublease or sale therefrom.

1) SK30PDCCPPB Skyking Lift
1) SK40PDCCPPB Skyking Lift

Name and address of Assignee
American Commercial Credit Corp.
Flying Hills Corp. Cntr #6
Reading, PA 19607

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

James W Goode Pres

(Signature of Debtor)

J&J Contracting, Inc. dba Jim's Aerials

Type or Print Above Name on Above Line

JAMES W GOODE

(Signature of Debtor)

Type or Print Above Signature on Above Line

D G Mc Coy VP

(Signature of Secured Party)

AEL Leasing Co., Inc.

Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 580 PAGE 378
580 378

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280671

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Jason's Music Center, Inc.

Address 8230 Ritchie Hwy., Pasadena, MD 21122 "plus any and all locations"

2. SECURED PARTY

Name ITT Commercial Finance Corp.

Address P.O. Box 1448, Mt. Laurel, NJ 08054

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

3. Maturity date of obligation (if any) _____

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

"All inventory, accounts, contract rights and general intangibles, whether now owned or hereafter acquired, and all attachments, accessories, accessions, substitutions and replacements thereto, and all proceeds thereof."

Name and address of A...

RECORD FEE 11.00
#384720 C263 R01 T15:09
05/14/92
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)

☐ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

11/

FOR: JASONS MUSIC CENTER, INC
(Signature of Debtor)

STEVEN L. COHEN - PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

ITT Commercial Finance Corp.
Type or Print Above Signature on Above Line

BOOK 580 PAGE 379

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)

Kenneth Allen Good
508 Dogwood Road
Glen Burnie,Maryland 21061

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

Associates Commercial Corp
1801 McCormick Dr.suite#200
Landover,Maryland 20785

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#384730 C263 R01 T15:10 14
05/14/92 12
MARY M. ROSE
CLK. CIRCUIT COURT
PRINCE GEORGE'S CO.

4. This statement refers to original Financing Statement bearing File No. ~~20148069~~ 32418

Filed with State of Maryland Date Filed 1/14 19 92

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

10.

Please amend vin# of the Morgan 24' Van Body to read #VSD09724096

GL

10
150

No. of additional Sheets presented:

KENNETH ALLEN GOOD

By: Kenneth Allen Good
Signature(s) of Debtor(s) (necessary only if item 8 is applicable).

ASSOCIATES COMMERCIAL CORPORATION

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

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND BOOK 580 PAGE 380

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 5/14/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

2866456

1. DEBTOR

Name George + Bernadine Mathew

Address 1811 Falcon Ct Severn MD 21144

2. SECURED PARTY

Name Norwest Financial

Address 6710 Ritchie Hwy E Glen Burnie MD 21061

RECORD FEE 12.00
POSTAGE .50
#384870 C263 R01 T15:24
05/14/92
MARY M. ROSE
CLERK CIRCUIT COURT

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

3. Maturity date of obligation (if any) 5/14/95

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

Dining Room Set (Fruitwood color) 4 chairs, China Cabinet.
Childs Bedroom Suit, Dresser, Footboard, Headboard, Desk
Magnivox 25' floor model TV, 25' sony portable TV
Emerson B+W with built in Radio 12'

CHECK ☒ THE LINES WHICH APPLY

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

12
8

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

George I Matthews
(Signature of Debtor)

George Mathew
Type or Print Above Name on Above Line

Bernadine Matthews
(Signature of Debtor)

Bernadine Mathew
Type or Print Above Signature on Above Line

(Signature of Secured Party)

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

Identifying File No. BOOK 580 PAGE 381

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

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

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

This financing statement Dated 4-25-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

28513.7

1. DEBTOR

Name Richard J. Gins. Jr.

Address 364 Carronade Way, Arnold, MD., 21012

2. SECURED PARTY

Name NORWEST FINANCIAL

Address 6710 Ritchie Hwy. S ½ E Glen Burnie, MD

RECORD FEE 11.00
POSTAGE .50
#384860 C263 R01 T15:24
05/14/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any) _____

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

1. OV42212 Table - Princess foot
2. DFH6379 Hutch
3. (2) A2001 Arm chair
4. (4) S2000 Side Chair

G.L

CHECK ☒ THE LINES WHICH APPLY

11
5

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

☐ (If collateral is goods which are or are to become fixtures) The above 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 Richard J. Gins. Jr.
(Signature of Debtor)

Richard J. Gins. Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Laura D. Tourville
(Signature of Secured Party)

LAURA D. TOURVILLE
Type or Print Above Signature on Above Line

Exempt from taxes
(K) UCC 1208K-X

STATE OF MARYLAND Conditional Sales Contract

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____ BOOK 580 PAGE 382

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

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

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

This financing statement Dated 5/2/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 286.448

1. DEBTOR

Name Joe W. & Cindy L. LESNIEWSKI

Address 1210 Sedge Ct. Pasadena, MD., 21122

2. SECURED PARTY

Name NORWEST FINANCIAL

Address 6710 Ritchie Hwy. S&E Glen Burnie, MD 21061

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

RECORD FEE 12.00
POSTAGE .50
#384880 C263 R01 T15:25
05/14/92
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)

1 L702-11X-P1823-60 Sofa
2(each) L702-36X P1824-60 chairs
2(each) 3807 Rect. end tables

CHECK ☒ THE LINES WHICH APPLY

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

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

12
8

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X Joe W. Lesniewski
(Signature of Debtor)
Joe W. LESNIEWSKI
Type or Print Above Name on Above Line

X Cindy Lesniewski
(Signature of Debtor)
Cindy L. LESNIEWSKI
Type or Print Above Signature on Above Line

Laura D. Tourville
(Signature of Secured Party)
LAURA D. TOURVILLE
Type or Print Above Signature on Above Line

BOOK 580 PAGE 383

To Be Recorded In: NOT SUBJECT TO RECORDATION TAX

____ Land Records of Anne Arundel County

xxx Financing Statement Records of Anne Arundel County

____ State Department of Assessments and Taxation

286:369

DATE: May 11, 1992

RECORD FEE 13.00
POSTAGE .50
#445550 CASH RCT T08:36
05/15/92
MARY M. ROSE
AA CO. CIRCUIT COURT

INDEMNITY FINANCING STATEMENT

1.	Indemnitor:	Address:
	O'BRIEN ENTERPRISES, LTD.	330 Holbrook Road York, Pennsylvania 17402
2.	Secured Party:	Address:
	FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION	9171 Baltimore National Pike Ellicott City, Maryland 21043 Attn: Charles C. Holman, Executive Vice President

3. 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, whether now owned or hereafter acquired, in and to:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real property situate in Anne Arundel County, Maryland and more particularly described in Exhibit A attached hereto (the "Property"), and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Indemnitor, and/or in which Indemnitor may now have or hereafter acquire rights, and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building and construction materials and equipment now or hereafter delivered to the Property and intended to be installed therein; and

(d) all leases, rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with

300

respect to the leasing of all or any portion of the Property; and

(e) all of the accounts of the Indemnitor, including without limitation, all notes, accounts receivable, drafts, acceptances and similar instruments and documents, and all contract rights; and

(f) all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; sewer and water taps, allocations and agreements for utilities, bonds, utility deposits, refunds of fees or deposits paid to governmental authorities; licenses, permits, approvals and applications therefor from governmental authorities; contracts, subcontracts, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional materials, wherever located and whenever created, compiled or made with respect to the Property; and

(g) all of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise; and

(h) all of the Indemnitor'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 Indemnitor in any capacity, including, but not limited to, any balance or share belonging to the Indemnitor of any deposit or other account with the Secured Party.

4. The aforesaid items are included as security in an Indemnity Deed of Trust and Security Agreement ("Deed of Trust") of even date herewith given by Indemnitor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by MOORE & MOORE BUILDERS, INC. to Fairview Federal Savings & Loan Association, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral, after-acquired property, substitutions, renewals, replacements, additions or accretions of the above-described property, and all cash and non-cash proceeds thereof, are covered hereunder.

INDEMNITOR:

O'BRIEN ENTERPRISES, LTD.

By: _____
Name: Frank D. O'Brien
Title: President

moore3fs1 (ws10)

EXHIBIT "A"

PROPERTY DESCRIPTION

Being known and designated as Lots Numbered 181 and 182 in the subdivision known as Clearwater Beach, Plat No. 2, as per Plat thereof prepared by Vernon Lutz, dated April 1947, and recorded among the Land Records of Anne Arundel county in Plat book 20,folio 49.

Saving and excepting so much of the property conveyed in the following deeds;

(a) to the State of Maryland, to the use of the State Highway Administration dated April 13, 1977 and recorded among the Land Records of Anne Arundel County in Liber 2953, folio 11, (referencing SRC Plat No. 45407);

(b) to the State of Maryland, to the use of the State Highway Administration dated June 27, 1978, and recorded among the Land Records of Anne Arundel County, in Liber 3100, folio 353 (referencing SRC Plat Nos. 46084 and 46085); and

(c) to the State of Maryland, to the use of the State Highway Administration dated November 28,1978, and recorded among the Land Records of Anne Arundel County in Liber 3159, folio 683 (referencing SRC Plat No. 46085).

To Be Recorded In:

xxx Financing Statement Records of Anne Arundel County

____ State Department of Assessments and Taxation

28634.0

Not Subject to Recordation Tax
Pursuant to Md. (Tax-Property)
Code Ann. §12-108(k)(1)&(2)

DATE: May 11, 1992

RECORD FEE 13.00
POSTAGE .50
#44552D C49F ROS T09:37
05/15/92
MARY H. ROSE
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Debtor: MOORE & MOORE BUILDERS, INC.
Address: P.O. Box 1424, Pasadena, Maryland 21122

2. Secured Party: FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION
Address: 9171 Baltimore National Pike, Ellicott City, Maryland 21043, Attn: Charles C. Holman, Executive Vice President

3. This Financing Statement covers, and the Debtor hereby grants to the Secured Party a security interest in, all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to:

(a) all inventory, raw materials and materials used or consumed, or to be used and consumed, in connection with any present or future operation of the premises (the "Property") described in Exhibit A attached hereto or any part thereof, and now owned or hereafter acquired by Debtor, including but not limited to, all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building and construction materials and equipment now or hereafter delivered to the Property and intended to be installed therein; and

(d) all leases, rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Property; and

1300

(e) all of the accounts of the Debtor, including without limitation, all notes, accounts receivable, drafts, acceptances and similar instruments and documents, and all contract rights; and

(f) all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; sewer and water taps, allocations and agreements for utilities, bonds, utility deposits, refunds of fees or deposits paid to governmental authorities; licenses, permits, approvals and applications therefor from governmental authorities; contracts, subcontracts, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional materials, wherever located and whenever created, compiled or made with respect to the Property; and

(g) all of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise; and

(h) 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 aforesaid items are included as security in a Building Loan and Security Agreement of even date herewith between Debtor and Fairview Federal Savings & Loan Association, securing an indebtedness owed by the Debtor to Fairview Federal Savings & Loan Association.

5. Proceeds of collateral, after-acquired property, substitutions, renewals, replacements, additions or accretions of the above-described property, and all cash and non-cash proceeds thereof, are covered hereunder.

DEBTOR:

MOORE & MOORE BUILDERS, INC.

By: _____
Name: Preston G. Moore, Jr.
Title: President

moore3fs-i2 (ws10)

EXHIBIT "A"

PROPERTY DESCRIPTION

Being known and designated as Lots Numbered 181 and 182 in the subdivision known as Clearwater Beach, Plat No. 2, as per Plat thereof prepared by Vernon Lutz, dated April 1947, and recorded among the Land Records of Anne Arundel county in Plat book 20,folio 49.

Saving and excepting so much of the property conveyed in the following deeds;

(a) to the State of Maryland, to the use of the State Highway Administration dated April 13, 1977 and recorded among the Land Records of Anne Arundel County in Liber 2953, folio 11, (referencing SRC Plat No. 45407);

(b) to the State of Maryland, to the use of the State Highway Administration dated June 27, 1978, and recorded among the Land Records of Anne Arundel County, in Liber 3100, folio 353 (referencing SRC Plat Nos. 46084 and 46085); and

(c) to the State of Maryland, to the use of the State Highway Administration dated November 28,1978, and recorded among the Land Records of Anne Arundel County in Liber 3159, folio 683 (referencing SRC Plat No. 46085).

TERMINATION STATEMENT BOOK 580 PAGE 389

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. 277771 Date June 27,1989

Record Reference: Book 542 Page 585

2. DEBTOR is:

Name: Moonbeam,Inc.

Address: 919 Bay Ridge Rd. Annapolis,MD. 21403

RECORD FEE 10.00
POSTAGE .50
#0459?0 CASH RCP 11:34:34
05/15/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. SECURED PARTY is:

Name: Annapolis Federal Savings Bank

Address: P.O. Box 751 Annapolis,MD. 21401

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:

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 (Title)

DATE: May 6,1992

BOOK 580 PAGE 390

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

28613.72

FINANCING STATEMENT

1. Name & Address of Debtor: HIGH POINTE CONSTRUCTION, INC.
20 Loretta Avenue
Annapolis, MD 21401

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 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 Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, 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 13.00
TOTAL 13.00
RECEIPT# 0230 RO1 T13:35
05/15/92
MARY M. ROSE
AA CO. CIRCUIT COURT
POSTAGE .50
RECEIPT# 0230 RO1 T13:35
05/15/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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 its development, occupancy and use.

(b) Proceeds of all collateral are covered.

13.00

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:

HIGH POINTE
CONSTRUCTION, INC.

By: _____ (SEAL)
LEONARD E. WEAVER, President

Secured Party:

BANK OF ANNAPOLIS

By: _____ (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

highpt.fs2 b005.236

EXHIBIT "A" - LEGAL DESCRIPTION

ALL those parcels of land, situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

> Lots Nineteen (19, Twenty-one (21) and Twenty-three (23) in Block Twenty-four (24) as shown on a certain map entitled"Avalon Shores Anne Arundel County, Maryland, April 20, 1932, P.R. Rupert, Engineer, Section A," recorded in Plat Book F.S.R. No. 3, folio 48, now Plat Book 8, folio 86, among the Land Records of Anne Arundel County, Maryland.

BEING in part a part of the property which by deed dated February 16, 1979 and recorded among the Land Records of Anne Arundel County in Liber 3180, folio 426, was granted and conveyed by Edward C. Hall, III, John A. Blondell and Rowena H. Brown unto John K. Sullivan and Susanna A. Sullivan, and in part the same property which by deed dated June 26, 1979 and recorded among the Land Records of Anne Arundel County in Liber 3219, folio 453, was granted and conveyed by Victor Jacquot (also known of record as Victor Jacqot) unto John K. Sullivan and Susanna A. Sullivan.

highpt.exa b005.236

Clerk of Court, Anne Arundel County
Financing Statement Records
Court House.
7 Chur[illegible]ircle
Annapolis, Maryland 21401

BOOK 580 PAGE 393

28613

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:

MACSORLEY AND ASSOCIATES, INCORPORATED
237 CAPE SAINT JOHN ROAD
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:

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

[ ] Inventory, raw materials, etc., including after acquired and proceeds.

[X] 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
[illegible] .50
#28613 C363 A01 T13:46
05/15/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

5. This transaction is [X], is not [ ] exempt from the recordation tax.
Principal amount of the Debt is $ 139810.

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: John M. Kuehlorjr Vice President

John M. Kuehlorjr Vice President
(Type Name and Title)

DEBTOR: MACSORLEY AND ASSOCIATES, INCORPORATED

Richard T. Mawby

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

BOOK 580 PAGE 394

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)

Walter R Gomoljak
1732 Shadyside Dr
Edgewater MD 21037

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

Resolution Trust Corp as receiver
for First Federal Savings Bk
of Annapolis successor to First
Annapolis Savings Bk
1832 George Ave,Annapolis 21401

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#387480 C263 R01 T14:51
05/15/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 276582
Filed with Md Dept of Assess & Tax Date Filed March 9, 1989 19

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

10.

1 6065 Powermatic Model 180 Planer Machine #1800220
5 HP, 1PH, 230 Volt Mag. Controls, solid infeed roll, Serial #89807014

1 Pow 3292005 Shaving Hood 6' Outlet size

No. of additional Sheets presented:

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

RESOLUTION TRUST CORPORATION
Paula R Payne, Specialist In Charge

By: Paula R Payne
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 580 PAGE 395

286374

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)

Vogel, John III & Lisa
7947 Roxbury Dr.
Glen Burnie, MD 21061

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

Continental Contractors, Inc.
304 Madeline Ave.
Glen Burnie, MD 21060

3. Maturity date (if any):

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

RECORD FEE 12.00
POSTAGE .50
A307350 C263 R01 T13:56
05/15/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

Furnish & install 16 windows, 2 sliding glass doors
Total amount financed 4,000.00
Recorded in land records
Not subject to tax
To perfect a security interest taken or retained by a seller of collateral

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

Chrysler First Fin.
5550 Sterrett Place
Columbia, MD 21044

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:

× John G. Vogel III
× Lisa J. Vogel
By: Signature(s) of Debtor(s)

John G Vogel III
Lisa J Vogel

Continental Contractors, Inc.
By: Patricia Wildt VP
Signature(s) of Secured Party(ies)

Patricia Wildt

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

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

286375

FINANCING STATEMENT

1. Name & Address of Debtor:

E.L. SMITH BUILDERS, INCORPORATED
CATTAIL ASSOCIATES, INC.
P.O. Box 155
Severna Park, MD 21146

2. Name & Address of Secured Party:

BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, MD 21401

G.L.

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.

14.50

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:

E.L. SMITH BUILDERS, INCORPORATED

By: _____ (SEAL)
Edward L. Smith, President

CATTAIL ASSOCIATES, INC.

By: _____ (SEAL)
W. Kent Stow, President

Secured Party:

BANK OF ANNAPOLIS

By: _____ (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

k:\docs\b005.265\smith.fs2

BOOK 580 - PAGE 397. A

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 4 as shown on the plat entitled, "Administrative Plat, FAIROAKS LANDING", and recorded among the Land Records of Anne Arundel County, Maryland in Liber 131, folio 18. THE improvements being known as No. 260 Oak Landing Way.

k:\docs\b005.265\smith.exh

BOOK 580 PAGE 398

2863?6

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 $692,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 25.00
POSTAGE .50
#446100 C489 R02 T15:35
05/15/92
MARY M. ROSE
AA CO. CIRCUIT COURT

|_| Not subject to recordation tax.

DEBTOR:

EDWIN A. AND JOHN O. CRANDELL
INCORPORATED, a Maryland corporation

ADDRESS:

733 Crandell Road
West River, Maryland 20778

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

Debtor's Initials

FN001.901

(the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated May 14th, 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.

RLC Debtor'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:

EDWIN A. AND JOHN O. CRANDELL, INCORPORATED,
a Maryland corporation

BY: John O Crandell Jr (SEAL)
JOHN O. CRANDELL, JR., President

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND,
a national banking association

By: Joseph L Schmidt (SEAL)

Mr. Clerk Return to:

Snider, Buck & Migdal
Attn: Pat Weiss
P.O. Box 2400
Annapolis, Maryland 21401

JOC. Debtor's Initials

PARCEL NO. 1:

ALL THAT LOT OF GROUND situate on the South side of Crandell Road, West River, in the First Taxing District of Anne Arundel County, State of Maryland, and more particularly described by metes and bounds, courses and distances, according to a survey by Hugh W. Wilkerson and Assoc., Inc., Registered Land Surveyors, in April 1991, as follows:

BEGINNING FOR THE SAME at a point on the South edge of Crandell Road (40 feet wide) at the Northeasternmost corner of that conveyance from John Allen Crandell to Edwin A. and John O. Crandell, Inc., by Deed dated April 17, 1968, and recorded among the Land Records of Anne Arundel County in Liber 2173, folio 158; said point of beginning also being at the Northwesternmost corner of the second described part of the conveyance from John William Crandell to John William Crandell and Shawn E. Crandell, his wife, by Deed dated March 10, 1988, and recorded as aforesaid in Liber 4568, folio 156, and as shown on a Plat recorded in Liber 4544, folio 218; thence running from said beginning point along said edge of road, South 67° 05' 01" East 128.22 feet to a bend; thence South 67° 45' 38" East 79.12 feet to a point; thence leaving the road and running for a line of division, through said last mentioned conveyance, South 22° 41' 40" West 901.51 feet to a point in the Southernmost outline of said conveyance; thence running with said outline, North 51° 22' 24" West 27.64 feet; thence North 15° 22' 41" West 43.02 feet; thence North 58° 30' 59" West 43.06 feet; thence North 31° 00' 21" West 138.57 feet to the Southwesternmost corner of said conveyance and along an extension of the Easternmost outline of said first mentioned conveyance; thence running with said extension and outline, North 22° 41' 38" East 771.30 feet to the place of beginning. Containing 4.000 Acres of land, more or less. The improvements thereon being known as 733 Crandell Road, West River, Maryland 20778.

BEING ALL THAT PROPERTY conveyed unto Edwin A. and John O. Crandell, Inc. a body corporate of the State of Maryland, by Deed dated October 10, 1991, and recorded among the Land Records of Anne Arundel County in Liber 5430, folio 339.

PARCEL NO. 2:

BEGINNING FOR THE SAME at a point on the southwesternmost side of a right-of-way previously established; said point of beginning being located at the end of the following two courses and distances from a pipe set at the intersection formed by the Southwesternmost side of said right-of-way previously established with the southeasternmost existing right-of-way line of Maryland Route 468: South 59° 35' 50" East 622.59 ft.; thence South 58° 03' 40" East 144.00 ft.; thence from the point of beginning so fixed binding on the southwesternmost side of said right-of-way as previously established, South 58° 03' 40" East 336.19 ft.; thence leaving said right-of-way and running for lines of division as now established the following three courses and distances: South 31° 56' 20" East 478.18 ft.; thence North 20° 03' 40" West 426.65 ft.; thence North 31° 56' 20" East 215.51 ft. to the point of beginning. Containing 2.68 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 September 9, 1963. The improvements thereon being known as 733 Crandell Road, West River, Maryland 20778.

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

(410) 263-8855

BEING ALL THAT PROPERTY conveyed unto Edwin A. & John O. Crandell, Inc., a Maryland Corporation, by Deed dated October 1, 1966, and recorded among the Land Records of Anne Arundel County in Liber 2013, folio 232.

PARCEL NO. 3:

BEGINNING FOR THE SAME at an iron pipe here reset that marks the northeastmost corner in that conveyance from John O. Crandell and Jewell B. Crandell, his wife, to Edwin A. and John O. Crandell, Inc. by deed dated October 1, 1966, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 2013, folio 232; said iron pipe and point of beginning is located on the southwest side of a 30 foot right-of-way previously established. Thence from the point of beginning so fixed and binding on and with the southerly side of said right-of-way, South 58° 03' 40" East 200.00 feet to an iron pipe here set; thence leaving the southerly side of said right-of-way and running across the whole tract for a new line of division South 31° 56' 20" West 691.65 feet to an iron pipe here set in the approximate outline of the whole tract; thence binding on and with part of the outline of the whole tract and old line of fence, North 11° 11' 40" West 292.52 feet to a point previously established that marks the southeast corner of the above mentioned conveyance to Crandell; thence binding on and with the outline of the above mentioned conveyance to Crandell, North 31° 56' 20" East 478.18 feet to the point of beginning.

CONTAINING 2.686 acres of land, more or less, according to a survey and plat made by James D. Hicks, Registered Surveyor in August 1967. The improvements thereon being known as 733 Crandell Road, West River, Maryland 20778.

BEING ALL THAT PROPERTY conveyed unto J. Allen Crandell by Deed dated April 17, 1968, and recorded among the Land Records of Anne Arundel County in Liber 2173, folio 158.

PARCEL NO. 4:

BEGINNING FOR THE SAME at a pipe set on the northeast side of East Benning Road at the end of the South 39 degrees 00 minute West 35 1/5 perch line of the conveyance from John H. Hopkins, IV, Trustee, to Harry Benning and Grace S. Benning, his wife, by deed dated August 16, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1416, folio 472; thence from the place of beginning so fixed and running with the northeast side of said East Benning Road, with the outlines of the above mentioned conveyance from Hopkins, Trustee, to Benning, with bearings corrected for magnetic differences and as now surveyed, North 54 degrees 11 minutes West 99.0 feet to a pipe set; thence leaving said East Benning Road and still with the outline of the above mentioned conveyance from Hopkins, Trustee, to Benning, North 35 degrees 49 minutes East 761.16 feet to a pipe set at the shore line of Brown's Creek (also called "Tenthouse Creek"), as now established; thence running with the shore line of said Brown's Creek for the following courses and distances, viz: South 08 degrees 28 minutes East 139.77 feet to a point in an old wood bulkhead; thence with said bulkhead South 25 degrees 39 minutes East 50.75 feet to a point; thence still with said bulkhead South 64 degrees 00 minutes 25 seconds West 54.53 feet to a point; and thence leaving said bulkhead and still with said shore line South 02 degrees 53 minutes West 44.41 feet to a pipe set in the above mentioned South 39 degree 00 minute West 35 1/5 perch line; thence leaving said shore line and running with part of said last mentioned line and the outlines of the above

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ANNAPOLIS, MD 21404
(410) 263-8855

mentioned conveyance from Hopkins, Trustee, to Benning, South 40 degrees 08 minutes West 553.05 feet to the place of beginning; containing 1.948 acres, more or less. The improvements thereon being known as 1014 Benning Road, Galesville, Maryland.

BEING ALL THAT PROPERTY conveyed unto Edwin A. and John O. Crandell, Incorporated, a body corporate, duly organized and existing under the laws of the State of Maryland, by Deed dated October 19, 1977, and recorded in Land Records of Anne Arundel County in Liber 3014, folio 643.

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

(410) 263-8855

BOOK 580 PAGE 404

28637

FINANCING STATEMENT

|_| 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 $250,000.00 in connection with the filing of a Deed of Trust recorded in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 11.00
POSTAGE .50
#446110 CASH RCT 11:28
04/15/92
MARY M. ROSE
AA CO. CIRCUIT COURT

DEBTOR:

EDWIN A. AND JOHN O. CRANDELL INCORPORATED, a Maryland corporation

ADDRESS:

733 Crandell Road
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:

Inventory. All of the Debtor's inventory, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted.

All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (ii) all replacements thereof and substitutions therefor. All or a portion of the Debtor's equipment and fixtures may be affixed to certain real property more particularly described on Exhibit A attached hereto and made a part hereof, the record owner of which real property is Edwin A. and John O. Crandell, Incorporated, a Maryland corporation.

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

(410) 263-8855

JAC Debtor's Initials

FN001.901

DEBTOR:

EDWIN A. AND JOHN O. CRANDELL, INCORPORATED,
a Maryland corporation

BY: John O Crandell Jr. (SEAL)
JOHN O. CRANDELL, JR., President

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND,
a national banking association

BY: Joseph L Schmidt (SEAL)
Joseph L Schmidt
Title: Loan Officer

Mr. Clerk:

Please return to:

SNIDER, BUCK & MIGDAL
Attention: Donna Selby
P.O. Box 2400
Annapolis, Maryland 21401

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

(410) 263-8855

JOC Debtor's Initials

FINANCING STATEMENT 28613/78

|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.

RECORD FEE 25.00
POSTAGE .50
#344150 CASH RCD T13:28
05/15/92
MARY H. ROSE
AA CO. CIRCUIT COURT

|X| Not subject to recordation tax.

DEBTOR:

EDWIN A. AND JOHN O. CRANDELL INCORPORATED, a Maryland corporation

ADDRESS:

733 Crandell Road
West River, Maryland 20778

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) 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

Debtor's Initials

FN001.901

Security Agreement dated May 14th, 1992 (the "Deed of Trust") in the amount of THREE HUNDRED THOUSAND AND NO/100 ($300,000.00), 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.

RC Debtor'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:

EDWIN A. AND JOHN O. CRANDELL, INCORPORATED,
a Maryland corporation

BY: John O Crandell Jr (SEAL)
JOHN O. CRANDELL, JR., President

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND,
a national banking association

By: Joseph L Schmidt (SEAL)

Mr. Clerk Return to:

Snider, Buck & Migdal
Attn: Pat Weiss
P.O. Box 2400
Annapolis, Maryland 21401

Debtor's Initials

PARCEL NO. 1:

ALL THAT LOT OF GROUND situate on the South side of Crandell Road, West River, in the First Taxing District of Anne Arundel County, State of Maryland, and more particularly described by metes and bounds, courses and distances, according to a survey by Hugh W. Wilkerson and Assoc., Inc., Registered Land Surveyors, in April 1991, as follows:

BEGINNING FOR THE SAME at a point on the South edge of Crandell Road (40 feet wide) at the Northeasternmost corner of that conveyance from John Allen Crandell to Edwin A. and John O. Crandell, Inc., by Deed dated April 17, 1968, and recorded among the Land Records of Anne Arundel County in Liber 2173, folio 158; said point of beginning also being at the Northwesternmost corner of the second described part of the conveyance from John William Crandell to John William Crandell and Shawn E. Crandell, his wife, by Deed dated March 10, 1988, and recorded as aforesaid in Liber 4568, folio 156, and as shown on a Plat recorded in Liber 4544, folio 218; thence running from said beginning point along said edge of road, South 67° 05' 01" East 128.22 feet to a bend; thence South 67° 45' 38" East 79.12 feet to a point; thence leaving the road and running for a line of division, through said last mentioned conveyance, South 22° 41' 40" West 901.51 feet to a point in the Southernmost outline of said conveyance; thence running with said outline, North 51° 22' 24" West 27.64 feet; thence North 15° 22' 41" West 43.02 feet; thence North 58° 30' 59" West 43.06 feet; thence North 31° 00' 21" West 138.57 feet to the Southwesternmost corner of said conveyance and along an extension of the Easternmost outline of said first mentioned conveyance; thence running with said extension and outline, North 22° 41' 38" East 771.30 feet to the place of beginning. Containing 4.000 Acres of land, more or less. The improvements thereon being known as 733 Crandell Road, West River, Maryland 20778.

BEING ALL THAT PROPERTY conveyed unto Edwin A. and John O. Crandell, Inc. a body corporate of the State of Maryland, by Deed dated October 10, 1991, and recorded among the Land Records of Anne Arundel County in Liber 5430, folio 339.

PARCEL NO. 2:

BEGINNING FOR THE SAME at a point on the southwesternmost side of a right-of-way previously established; said point of beginning being located at the end of the following two courses and distances from a pipe set at the intersection formed by the Southwesternmost side of said right-of-way previously established with the southeasternmost existing right-of-way line of Maryland Route 468: South 59° 35' 50" East 622.59 ft.; thence South 58° 03' 40" East 144.00 ft.; thence from the point of beginning so fixed binding on the southwesternmost side of said right-of-way as previously established, South 58° 03' 40" East 336.19 ft.; thence leaving said right-of-way and running for lines of division as now established the following three courses and distances: South 31° 56' 20" East 478.18 ft.; thence North 20° 03' 40" West 426.65 ft.; thence North 31° 56' 20" East 215.51 ft. to the point of beginning. Containing 2.68 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 September 9, 1963. The improvements thereon being known as 733 Crandell Road, West River, Maryland 20778.

BEING ALL THAT PROPERTY conveyed unto Edwin A. & John O. Crandell, Inc., a Maryland Corporation, by Deed dated October 1, 1966, and recorded among the Land Records of Anne Arundel County in Liber 2013, folio 232.

PARCEL NO. 3:

BEGINNING FOR THE SAME at an iron pipe here reset that marks the northeastmost corner in that conveyance from John O. Crandell and Jewell B. Crandell, his wife, to Edwin A. and John O. Crandell, Inc. by deed dated October 1, 1966, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 2013, folio 232; said iron pipe and point of beginning is located on the southwest side of a 30 foot right-of-way previously established. Thence from the point of beginning so fixed and binding on and with the southerly side of said right-of-way, South 58° 03' 40" East 200.00 feet to an iron pipe here set; thence leaving the southerly side of said right-of-way and running across the whole tract for a new line of division South 31° 56' 20" West 691.65 feet to an iron pipe here set in the approximate outline of the whole tract; thence binding on and with part of the outline of the whole tract and old line of fence, North 11° 11' 40" West 292.52 feet to a point previously established that marks the southeast corner of the above mentioned conveyance to Crandell; thence binding on and with the outline of the above mentioned conveyance to Crandell, North 31° 56' 20" East 478.18 feet to the point of beginning.

CONTAINING 2.686 acres of land, more or less, according to a survey and plat made by James D. Hicks, Registered Surveyor in August 1967. The improvements thereon being known as 733 Crandell Road, West River, Maryland 20778.

BEING ALL THAT PROPERTY conveyed unto J. Allen Crandell by Deed dated April 17, 1968, and recorded among the Land Records of Anne Arundel County in Liber 2173, folio 158.

PARCEL NO. 4:

BEGINNING FOR THE SAME at a pipe set on the northeast side of East Benning Road at the end of the South 39 degrees 00 minute West 35 1/5 perch line of the conveyance from John H. Hopkins, IV, Trustee, to Harry Benning and Grace S. Benning, his wife, by deed dated August 16, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1416, folio 472; thence from the place of beginning so fixed and running with the northeast side of said East Benning Road, with the outlines of the above mentioned conveyance from Hopkins, Trustee, to Benning, with bearings corrected for magnetic differences and as now surveyed, North 54 degrees 11 minutes West 99.0 feet to a pipe set; thence leaving said East Benning Road and still with the outline of the above mentioned conveyance from Hopkins, Trustee, to Benning, North 35 degrees 49 minutes East 761.16 feet to a pipe set at the shore line of Brown's Creek (also called "Tenthouse Creek"), as now established; thence running with the shore line of said Brown's Creek for the following courses and distances, viz: South 08 degrees 28 minutes East 139.77 feet to a point in an old wood bulkhead; thence with said bulkhead South 25 degrees 39 minutes East 50.75 feet to a point; thence still with said bulkhead South 64 degrees 00 minutes 25 seconds West 54.53 feet to a point; and thence leaving said bulkhead and still with said shore line South 02 degrees 53 minutes West 44.41 feet to a pipe set in the above mentioned South 39 degree 00 minute West 35 1/5 perch line; thence leaving said shore line and running with part of said last mentioned line and the outlines of the above

mentioned conveyance from Hopkins, Trustee, to Benning, South 40 degrees 08 minutes West 553.05 feet to the place of beginning; containing 1.948 acres, more or less. The improvements thereon being known as 1014 Benning Road, Galesville, Maryland.

BEING ALL THAT PROPERTY conveyed unto Edwin A. and John O. Crandell, Incorporated, a body corporate, duly organized and existing under the laws of the State of Maryland, by Deed dated October 19, 1977, and recorded in Land Records of Anne Arundel County in Liber 3014, folio 643.

(5)

BOOK 580 PAGE 412

SFC:mlh 05/12/92 9:32am

A:SFC207.29

286179

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 $500,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

|_| Not subject to recordation tax.

RECORD FEE 22.00
POSTAGE .50
#146240 CASH RCD T 15:33
05/15/92
MARY M. ROSE
AA CO. CIRCUIT COURT

DEBTOR:	ADDRESS:
MONTEREY MEDICAL ASSOCIATES	716-720 Monterey Avenue Annapolis, Maryland 21401

SECURED PARTY:	ADDRESS:
FARMERS NATIONAL BANK OF MARYLAND	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

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

22.00
.50

FN001.940

thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or 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 dated May 13th, 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

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

TLB Borrower's Initials

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.

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:

MONTEREY MEDICAL ASSOCIATES

By: _____ (SEAL)
Albert M. Gordon, Partner

By: _____ (SEAL)
Dwight N. Fortier, Partner

By: _____ (SEAL)
Jonathan M. Sutton, Partner

By: _____ (SEAL)
Samuel M. Libber, Partner

By: _____ (SEAL)
T. Richard Saunders, Partner

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

TR Borrower's Initials

SFC:mlh 05/12/92 9:31am A:SFC207.29

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

By: _____ (SEAL)
Title _____

William A. Walker II
Vice President

Mr. Clerk:

Please return to:

SNIDER, BUCK & MIGDAL
P. O. Box 2400
Annapolis, Md. 21404

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

TH Borrower's Initials

BOOK 580 PAGE 416

(5)

28633.50

INDEMNITY 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.

|X| Not subject to Recordation Tax.

RECORD FEE 12.00
POSTAGE .50
$41.6250 CASH REC'D 12.50
05/ 5/92
MARY M. ROSE
AA CO. CIRCUIT COURT

DEBTOR: DRS. SUTTON, FORTIER, GORDON AND LIBBER, P.A., t/a Annapolis Pediatrics	ADDRESS: 716-720 Monterey Avenue Annapolis, Maryland 21401
SECURED PARTY: FARMERS NATIONAL BANK OF MARYLAND	ADDRESS: Five Church Circle Annapolis, Maryland 21401

WHEREAS, Drs. Sutton, Fortier, Gordon and Libber, P.A., t/a Annapolis Pediatrics, has executed a Loan Guaranty, whereby the Debtor directly guarantees to the Secured Party, the punctual payment of any and all existing and future indebtedness of Monterey Medical Associates, the Borrower; and

WHEREAS, the Secured Party is willing to make loans to the Borrower, provided that this Indemnity Financing Statement is given as security for the Guaranty.

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:

All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (ii) all replacements thereof and substitutions therefor. All or a portion of the Debtor's equipment and fixtures may be affixed to certain real property known as 716-720 Monterey Avenue, Annapolis, Maryland 21401.

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

12.00
.50

FN001.940

SWL Borrower's Initials

DEBTOR:

DRS. SUTTON, FORTIER, GORDON & LIBBER, P.A.,
t/a Annapolis Pediatrics

BY: _____(SEAL)
Title: president

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND,
a national banking association

BY: _____(SEAL)
William J. Walker II
Title: Vice President

Mr. Clerk:

Please return to:

SNIDER, BUCK & MIGDAL
Attention: Donna Selby
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

BOOK 580 PAGE 418

CHATTEL

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. _____ Page No. 562 565

Identification No. _____ Dated December 6, 1990

1. Debtor(s)

NB Joint Venture
Name or Names—Print or Type

438 A Crain Highway, Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party

Sterling Bank & Trust, Co.
Name or Names—Print or Type

111 Water Street, #201, Baltimore, MD 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: Lots 26 & 27 Green Haven
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
#397750 C263 R01 T10:36
05/18/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

10
5

Dated: May 8, 1992

Sterling Bank & Trust, Co.
Name of Secured Party

Signature of Secured Party

Patricia A. Jenkins, Sr. Vice Pres.
Type or Print (Include Title if Company)

RETURN TO:
BRILLIANT TITLE CORP
45 OLD SOLOMONS ISLAND RD, #203
ANNAPOLIS MD 21401
91-0078

BOOK 580 PAGE 419

286384

TO BE RECORDED WITH THE
FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

NOT SUBJECT TO
FINANCING RECORDATION
TAX

RECORD FEE 13.00
POSTAGE .50
#411600 CASH REC T10:11
05/13/92
MARY M. ROSE
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Debtor:
Presidential Builders Inc.,
a Maryland Corporation

Address:
503 Ritchie Highway
P. O. Box 884
Severna Park, Md. 21146

BL CLERK

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, Md. 21801
Attn: M. John Miller

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the building and any and all renewals and replacement thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest or 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 corporation which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in

13.00
12

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 described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Debtor or any other party for use of the Debtor for any use of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security for repayment of the Deed of Trust Promissory Note and Deed of Trust in the amount of $392,550.00 by Debtor executed on even date herewith in favor of the Secured Party and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:

Presidential Builders Inc.
a Maryland Corporation

By: Karen G. Connolly Pres. (SEAL)
Karen G. Connolley, President

Date: 5/14/92.

EXHIBIT A

All those lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows:

Lots 23, 25-43, 53-63, as shown on a plat entitled, "Second Amended Plat RIDEN", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 6500 in Plat Book 124, at plat 26, and all "use-in-common rights of way", community open space and public easement and roadbeds, as shown thereon.

AND BEING all of the same property conveyed to Presidential Builders, Inc. by Confirmatory Deed dated October 19, 1990, from Glenn A. Yost, recorded among the Land Records of Anne Arundel County, Maryland in Book 5241 at Page 110.

SAVING AND EXCEPTING THEREFROM Lots 23, 30, 31, 34, 36, 38, 39, 40, 53, 59, and 60 previously conveyed.

AFTER RECORDATION PLEASE RETURN TO:

DAVID S. BRUCE, ESQUIRE
P.O. BOX 447
PRINCE FREDERICK, MD 20678

Mail to_____

Anne Arundel County
A/C# C-02-10081-6

BOOK 580 PAGE 422

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. $ 303,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of $2,121.00.

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

1. DEBTOR

Name The Slipform Highway Corporation, Inc.

Address 1182 Patuxent Road Odenton, Maryland 21113

2. SECURED PARTY

Name ORIX Credit Alliance, Inc.

Address P.O. Box 676, 1331A Ashton Road Hanover, Maryland 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."

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)

The Slipform Highway Corporation, Inc.

Beverly Greenwald, Pres
(Signature of Debtor)

Beverly Greenwald, Pres
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 2121.50

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

BOOK 580 PAGE 423

ORIX CREDIT ALLIANCE, INC.

300 Lighting Way
Secaucus, New Jersey 07096-1525

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 1st day of May, 1992 by and between

The Slipform Highway Corporation, Inc., having its principal place of business at
(Name of Mortgagor)

1182 Patuxent Road Odenton, Maryland 21113
(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 Morfgagor 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 it 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 Morfgagor 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 Morfgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect, in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 10 days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all 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,

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C[illegible](7/77)

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:

The Slipform Highway Corporation, Inc. (Seal)
Mortgagor

.....
Secretary/Witness

By Beverly Greenwald, President
(Title)

STATE OF Maryland
COUNTY OF Anne Arundel } S.S.

Beverly Greenwald being duly sworn, deposes and says:

She
1x~~He~~s the President of The Slipform Highway Corporation, 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 _____

Beverly Greenwald

_____
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, seated 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

BOOK 580 PAGE 425

SCHEDULE "A"

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated May 1, 19 92 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Power Curber Curb Machine	5700	570287084
One (1)	Power Curber Curb Machine	5700	570288151
One (1)	Dresser Crawler Tractor	TD7E	10630
One (1)	JCB Wheel Loader	1400B	330812
One (1)	Power Curber	8700	870389029
One (1)	Ford Truck	1986 F150	1FTCF15Y4GNA55354
One (1)	Ford Truck	1986 F150	1FTEF15N6GNB07615
One (1)	Ford Truck	1986 F150	1FTCF15Y9GNA56208
One (1)	Ford Bronco	1989	1FMEU15H6KLB05623
One (1)	Nissan Maxima	1987	JN1HU11P4HT333095
One (1)	Dodge Omni	1986	3B218C5HD602787
One (1)	Ford Truck	1988 F250	2FTHF25M9JCA18418
One (1)	John Deere Dozer	350B	726143
One (1)	John Deere Dozer	350B	716855
One (1)	Compressor	DPS260SST	3511155
One (1)	Power Curber	6700	618167
One (1)	Minolta Copier	1989	
One (1)	Isuzu Truck	1990	JAACL11L4L7207884
One (1)	Isuzu Truck	1990	JAACL11LXL7207890
One (1)	Isuzu Truck	1990	JAACL11LXL7207873
One (1)	Melroe Bobcat Loader	743	501943936
One (1)	Beck Trailer	3	44BH31626KL004199
One (1)	Melroe Hydraulic Hammer W/Bracket	2500	3340
One (1)	Benati Crawler Loader	716	716165
One (1)	Isuzu Pick-Up Truck	1990 S45	JAADL34E0L7202548
	And all attachments and accessories thereto.		
	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:

The Slipform Highway Corporation, Inc.

By: Beverly Drummond, President

FICA-L-28

STATE OF MARYLAND

COUNTY

BOOK 580 PAGE 426

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 284289

RECORDED IN LIBER 570 **FOLIO** 565 **ON** August 13, 1991 **(DATE)**

1. **DEBTOR**

Name Niermann Weeks Company, Inc.

Address 2152 Renard Court, Annapolis, MD 21401

2. **SECURED PARTY**

Name DMH Material Handling, Inc.

Address 1820 Parkman Ave.

Baltimore, MD 21230

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

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

CHECK ☒ FORM OF STATEMENT

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

BL CLERK

Dated April 27, 1992

DMH Material Handling, Inc.

Janet L Kuhn

(Signature of Secured Party)

Janet L. Kuhn, Secretary/Treasurer

Type or Print Above Name on Above Line

10.50

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 580 PAGE 427

286383

FINANCING STATEMENT

1. Name & Address of Debtor:

HOGENDORP CUSTOM HOMES, INC.
CHARLES D. HOGENDORP, JR.
BETTY J.S. HOGENDORP
P.O. Box 687
Millersville, MD 21108

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 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 Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, 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.

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 its development, occupancy and use.

BL CLERK

15.50

(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., Pres.

_____ (SEAL)
CHARLES D. HOGENDORP, JR.

_____ (SEAL)
BETTY J.S. HOGENDORP

Secured Party:

SEVERN SAVINGS BANK, FSB

By: _____ (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

hogendor.fs2 s005.274

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot Number Six (6), as shown on a Plat entitled, "BRISTOL HILLS AT HERALD HARBOR, A Resubdivision of Herald Harbor Country Club, formerly Herald Harbor on the Severn, and a Resubdivision of Parcel 'A'", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 138, page 4.

BEING a part of the same property which by deed dated August 7, 1991, and recorded among the Land Records of Anne Arundel County in Liber 5385, folio 208, and confirmed in Liber 5568, folio 209, was granted and conveyed by JAMES ROBERT SHERMAN unto HOGENDORP CUSTOM HOMES, INC., a Maryland corporation.

k:\docs\s005.274\hogendor.exh

BOOK 580 PAGE 430

286384

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: J. O. Spice and Cure Company, Inc.
(Name or Names)
823 G Hammonds Ferry Road, Linthicum Heights, Maryland 21090
(Address)

NFSL 5274

LESSEE: _____
(Name or Names)
_____
(Address)

2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234

3. ASSIGNEE (if any) OF LESSOR: Northfield Federal Savings & Loan Association
(Name or Names)
1844 E. Joppa Road Baltimore, Maryland 21234
(Address)

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

5-MVOX, MC3511AL Cameras
1-MVOX, MC3510AL Monitor
1-M-221 Recording System

BL CLERK

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE	LESSOR
J. O. Spice and Cure Company, Inc.	Chesapeake Industrial Leasing Co., Inc.
By: Margaret L. McPhail Gen Manager	Donald A. Lounsbury Credit Manager
(Title)	(Title)
Margaret L. McPhail	Donald A. Lounsbury
(Type or print name of signer)	(Type or print name of signer)
By: General Manager	Return to: Chesapeake Industrial Leasing Co., Inc. 9506 Harford Road Baltimore, MD 21234
(Title)	
(Type or print name of signer)	

11.8 1

Brown Brindle Co. 11-50

BOOK 580 PAGE 431

2866385

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: Commerce Printing Corp.
(Name or Names)
7513 Connelley Drive, Suite E, Hanover, Maryland 21076
(Address) NFSL 5281

LESSEE: _____
(Name or Names)
_____
(Address)

2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234

3. ASSIGNEE (if any) Of LESSOR: Northfield Federal Savings & Loan Association
(Name or Names)
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

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

1-Kirk Rudy 527 Tabbing Machine
1-Rebuilt Tying Machine

BL CLERK

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE

Commerce Printing Corp.

By: Ronald Kimmery per (Title)

Ronald Kimmery
(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

BOOK 580 PAGE 432

(A.A.County)

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 341 Page No. 463
Identification No. 196063 Dated: June 24, 1975

1. Debtor(s): Kona-Tiki, Incorporated T/A Kona-Tiki Restaurant
Severna Park Mall, Severna Park
Anne Arundel County, Maryland 21146
and
Sy Dinh Do and Nga Tuyet Do, his wife
106 Speicher Drive, Annapolis
Anne Arundel County, Maryland 21401
and
John B. Jacobs
405 Laurel Road, Severna Park
Anne Arundel County, Maryland 21041

2. Secured Party: U.S. Small Business Administration
10 North Calvert Street, 3rd Floor
Baltimore, Maryland 21202

BL CLERK

3. Maturity Date (if any): N/A

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 affective.

( ) B. Partial Release - From the collateral described in 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:

(X) D. Other - (Indicate whether amendment, termination, etc.)
Amendment - Please add debtors: Chack F. Lee and
Chui K. Lee with respect to their right, title and interest
in and to a liquor license issued with respect to the

105.8

premises known as Kona-Tike Restaurant, Severna Park Mall, Severna Park, Maryland 21146, and all renewals thereof.

Chack F. Lee

Chui K. Lee

Kona-Tiki, Incorporate
T/A Kona-Tiki Restaurant

By: Chack F. Lee
Chack F. Lee, President

Small Business Administration
Secured Party

Nina S. Curry
Signature of Secured Party

Nina S. Curry
Assistant District Counsel

PLEASE RETURN TO: Small Business Administration
10 North Calvert St., 3rd Floor
Baltimore, Maryland 21202

Clerk of Court, Anne Arundel County
Financing Statement Records
Court House
7 Church Circle
Annapolis, Maryland 21401

BOOK 580 PAGE 434

286392

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:

Crofton Pediatrics
2225 E Defense Highway
Crofton, Maryland 21114

RECORD FEE 11.00
POSTAGE .50
#447060 C487 R02 T11:44
05/19/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

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:

[XX] 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 $ 220,000.00. (Fixed assets of partnership consist of leasehold improvemnts which the landlord holds title to, therefore, fixed assets are valued at $0).

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: _____

Charles E. Ruch, Jr., Vice President
(Type Name and Title)

DEBTOR:

Crofton Pediatrics

By: _____
Robert G. Graw, MD.

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

Mail to _____

11 50

BOOK 580 PAGE 435

92-5546

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, and any prior amendments thereto.

1. Debtor:

Lovell Regency Homes
Limited Partnership

Address:

c/o Lovell Homes Inc.
Suite 200
9030 Red Branch Road
Columbia, Maryland 21043

2. Secured Party:

Provident Bank of Maryland

Address:

114 East Lexington Street
Baltimore, Maryland 21202
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.

RECORD FEE 10.00
POSTAGE .50
#447530 C489 R02 T15:29

DEBTOR:

LOVELL REGENCY HOMES LIMITED PARTNERSHIP, a Maryland limited partnership

BL CLERK

By: Lovell Homes Inc., a Maryland corporation, General Partner

By: _____
Jackson G. Kochen,
President

05/18/92
MARY M. ROSE
AA CO. CIRCUIT COURT

SECURED PARTY:

PROVIDENT BANK OF MARYLAND

Dated: April 22, 1992

By: _____
George D. Decker,
Vice President

DUNN TITLE COMPANY
4201 NORTHVIEW DRIVE #222
BOWIE, MARYLAND 20716

10.00
10

EXHIBIT 'A'

BEGINNING FOR THE FIRST and being known and designated as Lot numbered Thirty-eight (38), as shown on the plat entitled, "Plat 3 of 9, RUSSETT, Parcel 10, Planned Unit Development, Single Family Development", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 138, page 29.

BEGINNING FOR THE SECOND and being known and designated as Lot numbered Forty-seven (47), as shown on the plat entitled, "Plat 4 of 9, RUSSETT, Parcel 10, Planned Unit Development, Single Family Development", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 138, page 30.

DUNN TITLE COMPANY
4201 NORTHVIEW DRIVE #222
BOWIE, MARYLAND 20716

Mail to_____

This FINANCIAL 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) and Complete Address

KOP-FLEX, INC.
HARMANS ROAD,7565
HARMANS, MD 21077

2. Secured Party(ies) and Complete Address

MARUKA U.S.A. INC.
16 CHAPIN ROAD
PINE BROOK, NJ 07058

BOOK 580 PAGE 437

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

RECORD FEE 10.00
POSTAGE .50
#449160 C489 R02 T13:24
05/19/92
MARY M. ROSE
AA CO CIRCUIT COURT

Bk 573, P 44

This statement refers to original Financing Statement bearing File No. 230940 Dated 10/04/91

A. Continuation ( )	B. Partial Release ( )	C. Assignment ( )	D. Termination Statement (XX)	E. Other ( )
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. (FEE $10.00)	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: (FEE $5.00)	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: (FEE $5.00)	This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. (FEE $5.00)	BL CLERK

3. 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.

4a. ( ) Proceeds of Collateral are also covered. 4b. ( ) Products of Collateral are also covered. No. of additional sheets presented. ( )

( ) Filed with Register of Deeds and Mortgages of County. ( ) Secretary of State.

(XX) Filed with the ~~Xxxxx~~Clerk of Circuit Court, Ann Arundel County.

10.00

Signature(s) of Secured Party(ies) or Assignee(s)
MARUKA U.S.A. INC.
Masaki Sasaki, General Manager

Dated: _____ 19____

Not Valid unless signed.

FILING OFFICER COPY — This form of statement is approved by the Secretary of State ~~Xxxxx Xxxxxx~~
STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-3.

This FINANCIAL 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) and Complete Address

KOP-FLEX, INC.
HARMANS ROAD
HARMANS, MD 21077

MOR-2096

2. Secured Party(ies) and Complete Address

MARUKA U.S.A. INC.
16 CHAPIN ROAD
PINE BROOK, NJ 07058

BOOK 580 PAGE 438

This space fur use of Filing Officer.
(Date, Time and Filing Office.)

RECORD FEE 10.00
POSTAGE .50
#44917O C489 R02 T13:25
05/19/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BK 576, P 164 / 165

This statement refers to original Financing Statement bearing File No. 285392 Dated 1/10/92 19

A. Continuation ( )	B. Partial Release ( )	C. Assignment ( )	D. Termination Statement XX	E. Other ( )
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. (FEE $10.00)	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: (FEE $5.00)	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: (FEE $5.00)	This statement of termination of financing is presented tu a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. (FEE $5.00)	BL CLERK

3. 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 uf record owner.

4a. ( ) Proceeds of Collateral are also covered. 4b. ( ) Products of Collateral are also cuvered. No. of additional sheets presented. ( )

( ) Filed with Register of Deeds and Mortgages nf County. ( ) Secretary of State.

XX) Filed with the ~~XXXX~~ Clerk of Circuit Court, Ann Arundel County.

10 00
10

Signature(s) of Secured Party(ies) or Assignee(s)
MARUKA U.S.A. INC.
Masaki Sasaki, General Manager

Dated: 19

Not Valid unless signed.

FILING OFFICER COPY — This form of statement is approved by the Secretary of State of [redacted]
STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-3.

This FINANCIAL 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) and Complete Address

KOP-FLEX, INC.
HARMANS ROAD, 7565
HARMANS, MD 21077

MOR-2097

2. Secured Party(ies) and Complete Address

MARUKA U.S.A. INC.
16 CHAPIN ROAD
PINE BROOK, NJ 07058

BOOK 580 PAGE 439

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

RECORD FEE 10.00
POSTAGE .50
#449190 C499 R02 T13:25
05/19/92
MARY M. ROSE
AA CO. CIRCUIT COURT

This statement refers to original Financing Statement bearing File No. BK 578, P 154 Dated 19

A. Continuation ( )	B. Partial Release ( )	C. Assignment ( )	D. Termination Statement (XX)	E. Other ( )
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. (FEE $10.00)	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: (FEE $5.00)	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: (FEE $5.00)	This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. (FEE $5.00)	BL CLERK

3. 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.

4a. ( ) Proceeds of Collateral are also covered. 4b. ( ) Products of Collateral are also covered. No. of additional sheets presented. ( )

( ) Filed with Register of Deeds and Mortgages of County. ( ) Secretary of State.

(XX) Filed with the ~~Cxxxx~~ Clerk of Circuit Court, Ann Arundel County.

10.00

Signature(s) of Secured Party(ies) or Assignee(s)
MARUKA U.S.A. INC.
Masaki Sasaki, General Manager

Dated: 19

Not Valid unless signed.

FILING OFFICER COPY — This form of statement is approved by the Secretary of State of New Jersey.
STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-3.

BOOK 580 PAGE 440

ATGO

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)	2. SECURED PARTY(IES) AND ADDRESS(ES)
Davis, Richard M. 3686 Birdsville Rd Davidsonville, MD 21035	Ford Motor Credit Company 10710 Midlothian Tnpk Suite 306 PO Box 36387 Richmond, VA 23235

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

Book 568 Page 336

3. This statement refers to original Financing Statement No. 283828 Dated: 06-05-91

A. Continuation. . . . . ☐	B. Partial Release. . . . ☐	C. Assignment. . . . . ☐	D. Terminotion XX
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
POSTAGE .50
#449190 C489 R02 T13:30
05/19/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL CLERK

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel Co, MD

Ford Motor Credit Company
(NAME OF SECURED PARTY)

Dated: April 30, 1992

By: B. Dunbar

B. Dunbar-Clerk

F M C C
JUN 65 7288-M (MARYLAND ONLY)

10 00

BOOK 580 PAGE 441

2GQ1

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)	2. SECURED PARTY(IES) AND ADDRESS(ES)
Gertz, Roger Wayne 1251 St. Stevenson Rd. Crownsville, MD 21032	Ford Motor Credit Company 10710 Midlothian Trnpk Suite 306 PO Box 36387 Richmond, VA 23235

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

Book 536 Page 142

3. This statement refers to original Financing Statement No. _____ Dated: 12-29-88

A. Continuation. . . . . ☐	B. Partial Release. . . . ☐	C. Assignment. . . . . ☐	D. Termination XX
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.

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#447200 C489 R02 T13:31
05/19/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel

Ford Motor Credit Company
(NAME OF SECURED PARTY)

Dated: May 8, 19 92

By: B. Dunbar
B. Dunbar-Clerk

F M C C
JUN 65 7288-M (MARYLAND ONLY)

10 00
50

BOOK 580 PAGE 442

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)

Wilson, Todd
Wilson, TINA
7016-D Christian Lopp
Fort meade, md. 20755

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

Security Pacific
5897 Allentown Rd
Camp Springs, Md 20746

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

BOOK 575 PAGE 39
#285186

RECORD FEE 12.00
RECORD TAX 24.50
.50
M01C350 C090 R03 T11:34
12/03/91
MARY M. ROSE
AA CO. CIRCUIT COURT

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

$3350.00

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

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

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

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

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

Filed with:

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

Date JAN. 30, 1992

SECURITY PACIFIC FINANCE
By: Dexter Stovall
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

(3) Filing Officer Copy-Acknowledgement

BL CLERK

RECORD FEE 12.00
POSTAGE .50
M00R210 C409 R02 T13:32
05/19/92
MARY M. ROSE
AA CO. CIRCUIT COURT

T
12.50

'286395

BOOK 580 PAGE 443

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 13.00
POSTAGE .50
MA49220 CASH REC'D 11:31:33
05/19/92
MARY M. ROSE
BA CO. CIRCUIT COURT

BL CLERK

1. DEBTOR

Name TransFinancial Leasing Corp.

Address 407 S. Crain Highway, Ste. 200B, Glen Burnie, MD 21061-3654

2. SECURED PARTY

Name ITT Commercial Finance Corporation

Address 100 Walnut Avenue, Clark, NJ 07066

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

3. Maturity date of obligation (if any) _____

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

The equipment described on the attached Schedule A, together with any and all parts, attachments, accessories, additions, substitutions, repairs, replacements and improvements thereto, and any and all proceeds thereof, including but not limited to insurance proceeds, and any and all rentals, accounts, chattel paper, contracts, contract rights and proceeds resulting from or attributable to the renting or leasing of said property, including but not limited to all rights, title and interests in and to that certain Master Lease Account # 300950, dated 3/7/90 Schedule # 11 dated 4/1/92 as Lessee and TransFinancial Leasing Corp., as Lessor under a certain Assignment of Lease dated 4/28/92.

See Schedule A to UCC filing between # 300950 and TransFinancial Leasing Corp.

CHECK ☒ THE LINES WHICH APPLY

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

For informational purposes only. Does not create a security interest

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)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Anne Arundel
8305003-9

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ITT Commercial Finance Corporation

(Signature of Secured Party)

Joseph J. Ippolito
Zone Credit Manager

Type or Print Above Name on Above Line

SSH 692 I

Return To:
Information, Inc.
P.O. Box 77132
W. Trenton, NJ 08628

13 00
3

BOOK 580 PAGE 444

QUANTITY		DESCRIPTION
One	(1)	Series 500 LN freezer, 6' LN transfer Line, inventory system, Lazy Susan & Hatch Style LID
One	(1)	Hi-Tech SPE511 credenza black
One	(1)	AWP workstation unit walnut
One	(1)	Hi-Tech SPE511 credenza walnut
One	(1)	Hi-Tech PR302W/CD desk walnut
One	(1)	Bevis MS1830 machine stand walnut
Five	(5)	Hi-Tech SPE514W/CD 30x48 desk walnut
Five	(5)	SIRCO VO6 hutch walnut
Five	(5)	Global 1532 super steno heather fabric #832
One	(1)	AWP Workstation unit walnut
One	(1)	Concept 1800 couch red clay
One	(1)	Concept 1802 chair red clay
Two	(2)	Lane 988-05 end table mahogany
One	(1)	SIRCO BT-48 computer table walnut
One	(1)	Canon fax machine Model L760
One	(1)	OFS 45-3672DP desk mahogany
One	(1)	OFS 45-3620LF 2 drawer lateral file mahogany
Two	(2)	OFS 72BC 72" bookcase mahogany
One	(1)	Laziboy 92213 exec. chair leather w/cherry
One	(1)	AWP coffee table 36x18 black
Two	(2)	AWP bookcase 36x36x12 black
Two	(2)	AWP workstations almond w/hutch 48x24
One	(1)	AWP Bridge unit for printer almond
One	(1)	AWP MS1830 fax stand almond
One	(1)	AWP 42" round table walnut w/trumpet base
Two	(2)	AWP T-legs black
Two	(2)	HON 7901 w/arms task chairs brown
Three	(3)	AWP 42" round table pecan valley w/trumpet
One	(1)	AWP badge table walnut
Nine	(9)	HON 2401 high-back chairs JJ77 wheat/med oak
Two	(2)	HON 2402 mid-back chair JJ77 wheat/med oak
Three	(3)	HON 2402 mid-back chair JJ77 wheat/walnut
Six	(6)	Hi-Tech SPE-511 20x72 credenza walnut
Three	(3)	HON 315C-P 5 drawer vertical files black
Four	(4)	BPI P3060 30x60" high panels wheat

TransFinancial Leasing Corp.

BY: _____

TITLE: _____

ITT Commercial Finance Corporation

BY: _____

TITLE: Joseph J. Ippolito
Zone Credit Manager

Four	(4)	BPI WB connecting wall brackets
One	(1)	HON 315C 5 drawer vert. legal file black
One	(1)	HON 315C-P 5 dr.vert. legal file w/lock black
Two	(2)	Laziboy 92214 side chairs D111506/mahogany
Six	(6)	Globe stack chairs brown/chrome
One	(1)	Norson 1919TD telephone stand
	(14)	CH 243 sidechairs wheat/oak
	(19)	CH 343 sidechairs wheat/walnut
Two	(2)	SIRCO BT-48 comp.tables dark oak
One	(1)	Lacosse 36x24 computer table Devenshire oak
Ten	(10)	SIRCO DEPO computer table carts walnut
One	(1)	Bevis MS1830 machine stand walnut
One	(1)	Bevis MS1830 machine stand medium oak
Two	(2)	5680-60-72bk 5 drawer lateral file black
One	(1)	Lacosse 100-2036LF 2 dr. lateral file Dev. Oak
Eight	(8)	Global 1532 super steno chairs heather #833
Nine	(9)	ICN ASTII386/25 80386 25MHZ 2M 1.4M VGA
Three	(3)	ASTII386/33 4MB 1.4MB SVGA PREM II
One	(1)	NEC386/331 IMAGE 386/33 4M 1.2M VGA
	(23)	LUN231 LUN Power Surge protectors
Six	(6)	MIC748 Serial & PS/2 mouse hard only, mouse mats
Two	(2)	HP33449A laser III 8PPM 300DPI 1MB
Two	(2)	BUF256 SHRSPOL 10Prin ORPC S-P w/256K
One	(1)	ASTLSX/20-40 Laptop (desktop) SX/20 2MB 40MB VGA
One	(1)	MIT761 5.25" 600MB 50MS Worm drive/DOS
One	(1)	TRI592 750Watt OMNIPOWER Lan BU&VLreg
Thirteen	(13)	ACE404 Acerview 11 1/4" .39DP clr VGA
One	(1)	QUA781 Passport 40MB 28MS RMVABL N/IKEA
Four	(4)	HAY463 V-Series SMRTMDM 96EXT V. 42&25
One	(1)	CMS320 H330S1NV 300M 14MS SCSI w/kit
One	(1)	FUT902 cable 36" 50P HD-50P SCSI-IF/CEA
One	(1)	ADA010S AHA1540B AT-SCSI ADAP w/BM SWEA
One	(1)	APPM1218LL/A 68020 4M 40M 1.4M 16MHX LC
One	(1)	APP297 12" RGB .28DP color monitor
One	(1)	NEC95 95 Postscript 6PPM 2MB 300*300
One	(1)	Canon fax machine Model L770

TransFinancial Leasing Corp.

BY: _____

TITLE: _____

ITT Commercial Finance Corporation

BY: _____

TITLE: Joseph J. Ippolito
Zone Credit Manager

286396 BOOK 580 PAGE 446

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

3. Maturity date (if any):

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

Sterling, Inc.
375 Ghent Road
Akron, Ohio 44313
(See Schedule I for additional Debtor(s)) Fed Tax ID #34-0630873

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

Clyde Duneier, Inc.
1212 Ave. of the Americas
New York, NY 10036

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

RECORD FEE 21.00
POSTAGE .50
#449230 CASH ROZ 11:33:33
05/19/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

See "Annex A"
"Consignment Filing"

Recordation Tax does not apply.
Notice Purposes only - No Security Interest.

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

BL CLERK

6863-L

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

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

Filed with: ANNE ARUNDEL COUNTY, MD

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

STERLING, INC.

By: Harry S. Stark II — Sec
Signature(s) of Debtor(s) — Title

CLYDE DUNEIER, INC.

By: Dana Duneier — Pres
Signature(s) of Secured Party(ies) — Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

21.00
.50

SCHEDULE I BOOK 580 PAGE 447

ADDITIONAL DEBTOR(S)

1. Sterling Jewelers Inc. FED TAX ID# 52-0964503

SIGNATURE

BOOK 580 PAGE 448

ANNEX A

This financing statement is filed as a memorandum of a consignment transaction under the terms of a certain Consignment Agreement dated as of February 28, 1992, as amended from time to time, by and between Clyde Duneier, Inc., as consignor and Sterling, Inc., as consignee, for consignment of merchandise between consignor and consignee, covering certain goods, including but not limited to, certain rings, bracelets, pendants, earrings and necklaces mounted in 14 and 18 karat gold with precious and semi precious stones, which may heretofore, now or hereafter be consigned or delivered by consignor to consignee, to or for the account of consignee. This financing statement also covers all future merchandise which may be consigned by consignor to consignee.

Title to the consignment merchandise shall be and remain in secured party/consignor pursuant to the terms of the aforesaid consignment agreement and the interest of the secured party/consignor in and to the consigned merchandise shall be superior to all other interests claimed therein.

The consignment interest of the undersigned shall be binding upon the above named consignee at any and all present and future addresses, business location and concessions.

ANNEX B
STORE LISTINGS

MARYLAND

Shaw's Jewelers
Westview Mall
Baltimore, MD

Shaw's Jewelers
Reistertown Rd. Plaza
Baltimore, MD

Shaw's Jewelers
White Marsh Mall
Baltimore, MD

Shaw's Jewelers
Harley Station
Glen Burnie, MD (Anne Arundel)

Kay Jewelers
Iverson Mall S.C.
Hillcrest Heights, MD
(Prince George's)

Kay Jewelers
Annapolis Mall
Annapolis, MD (Anne Arundel)

Kay Jewelers
Landover Mall
Landover, MD
(Prince George's)

Kay Jewelers
Prince George's Plaza
Wyattsville, MD
(Prince George's)

Kay Jewelers
Security Square Shop Center
Baltimore, MD

Shaw's Jewelers
Eastpoint Mall
Baltimore, MD

Shaw's Jewelers
Lakeforest Mall
Gaithersburg, MD (Montgomery)

Shaw's Jewelers
Owings Mill Town Center
Owings Mills, MD

Black, Starr & Frost
Lakeforest Mall
Gaithersburg, MD (Montgomery)

Kay Jewelers
Beltway Plaza S.C.
Greenbelt, MD
(Prince George's)

Kay Jewelers
Hunt. Valley Mall
Cockeysville, MD (Baltimore)

Kay Jewelers
Centre at Salisbury
Salisbury, MD
(Wicomico)

Kay Jewelers
Montgomery Mall
Bethesda, MD
(Montgomery)

Kay Jewelers
Golden Ring Mall
Baltimore, MD

MARYLAND (Continued)

Kay Jewelers
White Flint Mall
Kensington, MD
(Montgomery)

Kay Jewelers
Lakeforest Mall
Gaithersburg, MD
(Montgomery)

Kay Jewelers
Reistertown Plaza
Baltimore, MD

Kay Jewelers
White Marsh Mall
Baltimore, MD

Kay Jewelers
Wheaton Plaza
Wheaton, MD (Montgomery)

J B Robinson
Prince George's Plaza
Hyattsville, MD
(Prince George's)

J B Robinson
Beltway Plaza S.C.
Greenbelt, MD
(Prince George's)

Black, Starr & Frost
Montgomery Mall
Montgomery, MD (Montgomery)

Kay Jewelers
Country Club Mall
Cumberland, MD
(Allegany)

Kay Jewelers
Glen Burnie Mall
Glen Burnie, MD
(Anne Arundel)

Kay Jewelers
Forest Village Park Mall
Forestville, MD
(Prince George's)

Kay Jewelers
St. Charles Towne Center
Waldorf, MD (Charles)

Kay Jewelers
Eastpoint Mall
Baltimore, MD

J B Robinson
Centre at Salisbury
Salisbury, MD (Wicomico)

J B Robinson
St. Charles Town Center
Waldorf, MD
(Charles)

286397

BOOK 580 PAGE 451

This **FINANCING STATEMENT** is presented to o filing officer for filing pursuont to the Uniform Commerciol Code:

3. Moturity dote (if ony):

1. Debtor(s) (Lost Nome First) ond oddress(es)

Finlay Fine Jewelry
Corporation
521 Fifth Avenue
New York, NY 10175
Fed Tax ID #13-3287757

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

International Emco Gem Inc.
589 Fifth Avenue
New York, NY 10017

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

RECORD FEE 11.00
POSTAGE .50
#149240 C489 R02 T13:34
05/19/82
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This finoncing stotement covers the following types (or items) of property:

All 14k gold rings with precious or semi-precious stones bearing the trademark IE now or hereafter on consignment from secured party to debtor.

Recordation Tax does not apply.
Notice Purposes only - NO Security Interest.

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

BL CLERK

This stotement is filed without the debtor's signoture to perfect o security interest in colloterol. (check ☒ if so)

☐ olreody subject to o security interest in onother jurisdiction when it wos brought into this stote.
☐ which is proceeds of the originol colloterol described obove in which o security interest wos perfected:

Filed with: AD79498 C
ANNE ARUNDEL COUNTY, MD

Check ☒ if covered: ☐ Proceeds of Colloterol ore olso covered. ☐ Products of Colloterol ore olso covered. No. of odditionol Sheets presented:

BONNI G. DAVIS, V.P.

By: _____ Title
Signoture(s) of Debtor(s)

SAID EMRAMI, PRESIDENT

By: _____ Title
Signoture(s) of Secured Porty(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

11.00
10

MARYLAND

Lord & Taylor
White Flint Mall - Dept. 250
11311 Rockville Pike
Kensigton, MD 20895

Leggett
Francis Scott Key Mall
5500 Buckeystown Pike
Frederick, MD 21701

Hecht Co.
Baltimore Pike
Bel Air, MD 21014

Hecht Co.
813 Dulaney Valley Road
Towson, MD 21204

Hecht Co.
White Marsh
8200 Perry Mall Blvd.
Baltimore, MD 21236

Hecht Co.
Marley Station
7880 S. Ritchie Highway
Glen Burnie, MD 21061

Hecht Co.
10300 Red Run Blvd.
Owings Mills, MD 21117

Hecht Co.
Salisbury
2304 North Salisbury Blvd.
Salisbury, MD 21801

Hecht Co.
Golden Ring Mall
6400 Rossville Boulevard
Baltimore, MD 21237

Hecht Co.
Security Mall
6901 Security Boulevard
Baltimore, MD 21207

Hecht Co.
Lake Forest Mall
701 Russell Avenue
Gaithersburg, MD 20877

Hecht Co.
135 Annapolis Mall
Annapolis, MD 21401

Hecht Co.
Laurel Center
14828 Baltimore/Washington B.
Laurel, MD 20707

Hecht Co.
St. Charles
Route 5
Waldorf, MD 20602

Hecht Co.
Prince Georges Plaza
3500 East-West Highway
Hyattsville, MD 20782

Hecht Co.
Marlow Heights Shopping Ctr.
4101 Branch Avenue
Marlow Heights, MD 20748

Hecht Co.
Montgomery Mall
7125 Democracy Blvd.
Bethesda, MD 20817

Hecht Co.
Landover Mall Shopping Ctr.
2203 Brightseat Road
Landover, MD 20785

Hecht Co.
Wheaton
11160 Veirs Mill Road
Wheaton, MD 20902

Hecht Co.
Columbia Mall
10300 Little Patuxent Parkway
Columbia, MD 21044

The Bon-Ton Dept. 983
23 Valley Mall
Halfway Boulevard
Hagerstown, MD 21740

The Bon-Ton Dept. 983
Fredericktowne Mall
Frederick, MD 21701

286398

Hammonds

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

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

( ) TO BE RECORDED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

( ) TO BE RECORDED IN THE LAND RECORDS OF BALTIMORE COUNTY, MARYLAND

FINANCING STATEMENT

Dated: May 19, 1992

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

Name of Debtor: MERRITT FAMILY LIMITED PARTNERSHIP NO. 2, a Maryland limited partnership

Address of Debtor: c/o Merritt
2660 Lord Baltimore Drive
Baltimore, Maryland 21107

BL CLERK

RECORD FEE 25.00
POSTAGE .50
#389300 C263 R01 T15:04
05/19/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Name of Secured Party: AID ASSOCIATION FOR LUTHERANS, a Wisconsin corporation

Address of Secured Party: 4321 North Ballard Street
Appleton, Wisconsin 54919
Attention: Investment Division

25

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

(i) any and all property now or hereafter belonging or pertaining to any of the real estate described in Exhibit A attached hereto (the "Property") and other property herein mentioned; and any and all rights and interests of every name and nature now or hereafter owned by Debtor forming a part of or used in connection with the Property and the operation and convenience of the buildings and improvements located thereon (whether such rights now exist or subsequently arise),

and all rents, issues and profits thereof for so long and during all such times as Debtor may be entitled thereto;

(ii) any and all walkways, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and articles of personal property of every kind and nature whatsoever now or hereafter ordered for delivery to the Property or any improvements thereon (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in land herein conveyed, or any part thereof, and used or usable in connection with any present or future operation of the Property or any improvements now or hereafter thereon, in each case now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, air-conditioning, lighting, laundry, incinerating, electrical and other power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating (whether single units or centrally controlled), and communications apparatus, elevators, escalators, shades, awnings, draperies, curtains and curtain rods, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges and ovens, refrigerators, freezers, garbage disposal units, trash compaction units, dishwashers, laundry washers and dryers, sump pumps, attached cabinets, partitions, ducts and compressors, and all equipment, items, supplies, components and materials (whether or not incorporated) installed or to be installed or used or usable in connection with the construction, erection or operation of the building or buildings or appurtenant facilities erected or to be erected upon the Property (it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically enumerated), excluding, however, personal property, trade fixtures, inventory and equipment owned by any tenant actually occupying all or part of the aforesaid real and personal property;

(iii) all of the rents, income, receipts, revenues, issues, and proceeds of and from the Property, including all insurance proceeds and unearned premiums pursuant to the insurance provisions in the Deed of Trust (as hereinafter defined);

(iv) all of Debtor's right, title and interest in and to any leased fixtures, furnishings or equipment used in connection with the Property;

(v) all of Debtor's right, title and interest in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Property or under or above the same, or any part or parcel thereof;

(vi) Debtor's interest as lessor in and to all leases, licenses and concessions of the Property, or any part thereof, heretofore made and entered into, and in and to all leases, licenses and concessions hereafter made and entered into by Debtor during the life of the Deed of Trust or any extension or renewal thereof;

(vii) all of Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any municipal, state or federal authorities or boards to the present and all subsequent owners of the land, improvements, fixtures and personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the land, improvements, fixtures and/or personalty;

(viii) all of the water, sanitary and storm sewer systems now or hereafter owned by Debtor, its successors or assigns, which are now or hereafter located on, over or upon the Property or any part thereof, including but not limited to all water mains, real estate service laterals, hydrants, valves and appurtenances, sanitary sewer lines, sanitary sewer mains, sanitary sewer laterals, sanitary sewer manholes and sanitary sewer appurtenances;

(ix) all paving for streets, roads, walkways or entranceways now or hereafter owned by Debtor which are now or hereafter located on the Property or any part thereof;

(x) all of Debtor's rights to any fictitious, trade or other names used in connection with the land, improvements, fixtures and/or personalty, the good will of Debtor in connection therewith, and the right to carry on business under any and all such name or names and variation thereof;

(xi) a security interest in any funds deposited by Debtor with Secured Party, including accounts, monies and deposits now or hereafter in possession or control of Secured Party;

(xii) all deposits held by Secured Party pursuant to the Deed of Trust for use in the payment of real property taxes, insurance premiums or other charges due in connection with the land, improvements, fixtures and/or personalty;

(xiii) all of Debtor's right, title and interest in and to all tenant security deposits, cash, utility deposits and insurance premium rebates to which Debtor may be entitled or which Debtor may be holding;

(xiv) all of Debtor's right, title and interest in and to any repair and maintenance reserves for the land, improvements, fixtures and/or personalty and any interest accrued thereon;

(xv) all of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all agreements relating to design, architectural, construction and engineering services for the land and improvements, and 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, relating to the land, improvements, fixtures and/or personalty;

(xvi) all of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all agreements now existing or hereafter entered into in connection with the use, operation, and sale of the land, improvements, fixtures and/or personalty or any part thereof including, without limitation, management agreements, leasing agreements and operating agreements;

(xvii) all of Debtor's right, title and interest in and to any and all causes of action and recoveries for any damage, loss or diminution in the value of the land, improvements, fixtures and/or personalty; and

(xviii) a security interest in the proceeds of any disposition of all or any of the property comprised within the aforesaid real and personal property, to the full extent that such security interest is provided for or permissible under the laws of the State of Maryland.

II. The above-described goods, property, interest and rights are located at or relate to the Property and the improvements now or hereafter existing thereon, situate, lying and being in Anne Arundel County, Maryland.

III. This Financing Statement publicizes the Indemnity Deed of Trust and Security Agreement (the "Deed of Trust") dated as of even date herewith, executed by Debtor in favor of the trustees named therein for the benefit of the Secured Party, securing a debt in the amount of Seven Million Five Hundred Thousand Dollars ($7,500,000) to the Secured Party, and recorded among the Land Records of Anne Arundel County, Maryland.

IV. Proceeds of the collateral are also covered.

DEBTOR:

MERRITT FAMILY LIMITED
PARTNERSHIP NO. 2,
a Maryland limited
partnership

By: _____ [SEAL]
Leroy M. Merritt
General Partner

(Hammonds)

LEGAL DESCRIPTION

BEGINNING FOR THE SAME at an iron pipe found on the eastern side of Hammonds Ferry Road, as shown on S.R.C. of Maryland Plat No. 16394, said iron pipe being at the beginning of the first line of the second parcel of land described in the conveyance from The Mary-Nell Investment Corporation to Nellie Marie Marshall, et al. by Deed dated January 29, 1974 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2652, folio 672; thence, running along said eastern side of Hammonds Ferry Road and also binding along the said first line of the second parcel of the abovementioned conveyance, and continuing along the first line of the third parcel of land described in the abovementioned conveyance and referring the courses of this description to the meridian as shown on said S.R.C. of Maryland Plat No. 16394, North 00 degrees 40 minutes 20 seconds East 390.70 feet to an iron pipe found on the southerly right of way line of Ramp "D", as shown on the abovementioned S.R.C. of Maryland Plat No. 16394; thence leaving the said easterly side of Hammonds Ferry Road and running along the said right of way line of Ramp "D" and binding along the second, third, fourth, fifth, sixth and seventh lines of the said third parcel of land described in the abovementioned conveyance as now surveyed and corrected, South 89 degrees 19 minutes 40 seconds East 18.00 feet to an iron pipe found; North 17 degrees 24 minutes 02 seconds East 41.21 feet; South 89 degrees 09 minutes 32 seconds East 235.65 feet; South 79 degrees 55 minutes 22 seconds East 42.33 feet; South 68 degrees 59 minutes 28 seconds East 82.14 feet and South 50 degrees 18 minutes 59 seconds East 123.10 feet to the end of the said seventh line of the third parcel of land described in the abovementioned conveyance, thence, leaving the outline of the said third parcel of the abovementioned conveyance and continuing along the said southerly right of way line of Ramp "D", South 50 degrees 18 minutes 59 seconds East 23.20 feet and South 38 degrees 43 minutes 47 seconds East 37.30 feet to intersect the first line of that parcel of land first described in the abovementioned conveyance; thence leaving the said southerly right of way line of the abovementioned Ramp "D" and running along part of the said first line of the first parcel of land described in the abovementioned conveyance and continuing along the third line of the said parcel of land second described in the abovementioned conveyance, South 02 degrees 35 minutes 00 seconds West 290.34 feet; thence running along the fourth line of the said second parcel of land described in the abovementioned conveyance, North 87 degrees 25 minutes 00 seconds West 512.25 feet to the point of beginning; containing 4.865 acres of land, more or less.

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

EB2411

ANNE ARUNDEL COUNTY

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

BOOK 580 PAGE 459

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 273919 recorded in Liber 530, Folio 83 on 7/25/88.

1. DEBTOR(S):

Name(s): A. Samuel Kurland

Address(es): 1803-1805 Pennsylvania Ave.
Baltimore, MD 21217

2. SECURED PARTY:

Name: Maryland National Bank

Address: 100 S. Charles St. M/S 250627
Baltimore, MD 21201

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

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

RECORD FEE 10.00
POSTAGE .50
#390200 C263 R01 T10:20
05/20/92
MARY M. ROSE
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 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:

A. Samuel Kurland

Secured Party:

MARYLAND NATIONAL BANK

By: Darryl Brantley

Darryl Brantley
Banking Officer

EB2411

ANNE ARUNDEL COUNTY

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

BOOK 580 PAGE 460

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 252533 recorded in Liber 474, Folio 380 on 7/13/84.

1. **DEBTOR(S):**

Name(s): A. Samuel Kurland

Address(es): 1803-1805 Pennsylvania Ave.
Baltimore, MD 21217

2. **SECURED PARTY:**

Name: Maryland National Bank

Address: 100 S. Charles St. M/S 250627
Baltimore, MD 21201

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

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

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

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

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

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

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

8.

RECORD FEE 10.00
POSTAGE .50
#37020 D83 A01 T10:20
05/20/92
MARY M. ROSE
AA CO CIRCUIT COURT

9. Debtor:

A. Samuel Kurland

Secured Party:

MARYLAND NATIONAL BANK

By: Darryl Brantley

Darryl Brantley
Banking Officer

CLERK OF THE CIRCUIT COURT
ANNE ARUNDEL COUNTY
P.O. BOX 71
ANNAPOLIS, MARYLAND 21404

BOOK 580 PAGE 461

File No. .....

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

..... To Be Recorded in the Land Records. (For Fixtures Only)

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

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: 264966 ;

Record Reference: Liber 505 Folio 512 ;

Date of Filing: DEC. 3, 1986 .

RECORD FEE 10.00
POSTAGE .50
#390460 C263 R01 T10:39
05/20/92
MARY M. ROSE
AN CO. CIRCUIT COURT

2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor	Address		
DEBORAH A. AND FRED H. ELLIS T/A ELLIS FLORIST & BRIDAL	15568 ANNAPOLIS ROAD BOWIE MD 20715	AND	25 WEST ST. ANNAPOLIS MD 21401

3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated: APRIL , 9 , 1992 .

By: .....
JACK E. THOMAS
VICE PRESIDENT

Type or print all names and titles under signatures.

105
52

ILD-121-3M

BOOK 580 PAGE 462

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)

EASTERN ENVIRONMENTAL SERVICES, INC.
7524 W.B. & A ROAD
GLEN BURNIE, MD 21061
ANNE ARUNDEL
#4144-96617 A,B

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

HEWLETT-PACKARD COMPANY
Finance & Remarketing Division
1360 Kifer Road
Sunnyvale, CA 94086

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#390580 C263 R01 T10:47
05/20/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. BK577 PG393 ID285685
Filed with ANNE ARUNDEL, MD Date Filed 2-18-92 19____

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

10.

~~Howlett-Packard Equipment per the attached equipment schedule~~ J
***Debtor has authorized secured party to file

CHANGE DEBTOR NAME TO: EASTSTAR ENVIRONMENTAL SERVICES, INC.

105

No. of additional Sheets presented:

EASTSTAR ENVIRONMENTAL SERVICES, INC.
BY HEWLETT PACKARD COMPANY, ITS ATTORNEY IN FACT

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

HEWLETT PACKARD COMPANY

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

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

Uniform Commercial Code
Continuation, Termination
Release, Assignment, etc.

Washington Law Reporter Form 1001
1625 Eye Street, N.W.
Washington, DC

TO BE RECORDED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY

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

Check below if good are or are to become fixtures

__NOT__ TO BE RECORDED IN LAND RECORDS

For Filing Officer Use:
File No. _____
Date & Hour _____

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

Date of Filing _____

Maturity Date (if any) _____

Record Reference:
Liber **501**, folio **161**
I.D. **263005**

Name(s) of Debtor(s) or Assignor(s)
Leroy M. Merritt

Address
2066 Lord Baltimore Drive
Baltimore, Maryland 21207

Name of Secured Party or Assignee
The First National Bank of Maryland
Christopher W. Avery, Trustee
Madelyn F. Johannesen, Trustee

Address
25 South Charles Street
Baltimore, Maryland 21201
C.R.E.D. #101-820

CHECK APPLICABLE STATEMENT

CONTINUATION

_____ The original Financing Statement identified above by file number is still effective.

TERMINATION

__X__ 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

_____

The said Christopher W. Avery and Madelyn F. Johannesen were appointed Substitute Trustees by Appointment of Substitute Trustee recorded among the Land Records of Anne Arundel County.

RECORD FEE 10.00
POSTAGE .50
#390930 D263 R01 T11:18
05/20/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Debtor(s) or Assignor(s)

_____

_____

_____

_____

_____

THE FIRST NATIONAL BANK OF MARYLAND

_____(SEAL)
(Corporate, Trade or Firm Name)

_____(SEAL)
Joseph V. Collins, VP
Signature of Secured Party or Assignee

_____(SEAL)
CHRISTOPHER W. AVERY, Substitute Trustee

_____(SEAL)
MADELYN F. JOHANNESEN, Substitute Trustee

10

BOOK 580 PAGE 464

Uniform Commercial Code
Continuation, Termination
Release, Assignment, etc.

Washington Law Reporter Form 1001
1625 Eye Street, N.W.
Washington, DC

TO BE RECORDED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY

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

Check below if good are or are to become fixtures

For Filing Officer Use:
File No. _____
Date & Hour _____

___NOT___ TO BE RECORDED IN LAND RECORDS

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

Date of Filing _____

Maturity Date (if any) _____

Record Reference:
Liber 577, folio 40
I.D. 28563

Name(s) of Debtor(s) or Assignor(s)
LEROY M. MERRITT

Address
2066 Lord Baltimore Drive
Baltimore, Maryland 21207

Name of Secured Party or Assignee
THE FIRST NATIONAL BANK OF MARYLAND

Address
110 S. Paca Street
Baltimore, Maryland 21201
Commercial Real Estate Div.
Banc #109-900

RECORD FEE 10.00
POSTAGE .50

CHECK APPLICABLE STATEMENT

_____ CONTINUATION
The original Financing Statement identified above by file number is still effective.

05/20/92

_____ 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.

ANN ARUNDEL CIRCUIT COURT

___X___ 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 **FOR DESCRIPTION OF PROPERTY BEING RELEASED SEE EXHIBIT 'A' ATTACHED HERETO**

Debtor(s) or Assignor(s)

_____

_____

_____
Type or print name under signature

THE FIRST NATIONAL BANK OF MARYLAND
_____ **(SEAL)**
(Corporate, Trade or Firm Name)

Joseph V. Collins **(SEAL)**
Signature of Secured Party or Assignee

JOSEPH V. COLLINS, VP (SEAL)
(Owner, Partner or Officer and Title)
(Signature must be in ink)

10 5

EXHIBIT 'A'

BEING KNOWN AND DESIGNATED as Lots 1 and 2 as shown on the Plat entitled "Oregon Avenue Industrial Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 51, folio 18.

SAVING AND EXCEPTING THEREFROM however so much of the property as was conveyed by Deed dated March 20, 1974 by and between Oregon Limited Partnership, Mercantile-Safe Deposit and Trust Company and Anne Arundel County, Maryland as recorded among the Land Records of Anne Arundel County in Liber 2756, folio 632.

SUBJECT TO AND TOGETHER WITH the terms of an Agreement dated December 21, 1972 and recorded among the Land Records of Anne Arundel County in Liber 2566, folio 706 by and between Paulina Banys and Oregon Limited Partnership.

Filing- 11.50
Rec Tax 35.00

CFINSTMT1 3328135 Anne Arundel County

BOOK 580 PAGE 466

286399

FINANCING STATEMENT

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

☐ 1. To be recorded in the Land Records.
☒ 2. To be recorded among the Financing Statement Records.
☐ 3. Not subject to Recordation Tax.
☒ 4. Subject to Recordation Tax on an Initial debt in the principal amount of $ 5,000.00.
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the Initial debt has been paid to Clerk of the Circuit Court, Anne Arundel County.

5. Debtor(s) Name(s): Parts Diversified, Inc.
Address(es): 1820-A Margaret Avenue, Annapolis, Md. 21041

RECORD FEE 11.00
RECORD TAX 35.00
POSTAGE .50
#448740 CASH RCD 10:24
05/20/93
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:

☐ 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: Parts Diversified, Inc.

By: _____ (Seal) _____ (Seal)
Michael L. Snyder, President

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

11.00
35.00

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

SCHEDULE A

This Schedule A is attached to and made a parat of a Financing Statement by and between Maryland National Bank and Parts Diversified, Inc.

Section 7, Collateral Description continued

Quantity	Item No.	Description	Serial No.
1	OK1393+	OKIDATA 393+ PRINTER	104A0045718
1	TEM4901C	TEMPO 386/25, 4MB RAM 1.2MB FLOPPY, 2 SERIAL & 1 PARALLEL PORT, DOS 5.0, MOUSE & WINDOWS 3.0	EEK13934996
1	KDST1144A	ST1144A HARD DRIVE	KD853367
1	ARMPREMAP	ARMOUR ACCT. PAY. MOD INSTALLED	
1	ARMPREMAR	ARMOUR ACCT. REC. MOD	
1	ARMPREMINV	ARMOUR INVENTORY MOD.	
1	ARMPREMPTS	ARMOUR PS MODULE	
5		CORRECTING ARMOUR ACCOUNTING SYTEMS	
1	SFT205C UPG-1.X	UPGRADE EZTAPE DOS 5-1/4"	
		CCI 386-DOC 3.04 LOVEL 5	1166-1544-006503
		UPGRADE FROM DRI CDOS XM	1067-0000-002602
1		PC-TO-TERMINAL CABLE	

Parts Diversified, Inc.

By: _____ (SEAL)
Michael L. Snyder, President

286400

BOOK 580 PAGE 468

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)
PHILLIPS, LINDA
2 BROADWAY AVE
GLEN BURNIE, MD 21061

2. Secured Party(ies) and address(es)
BETTER BUILT
4446 MOUNTAIN RD
PASADENA, MD 21122

3. Maturity date (if any):

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

RECORD FEE 11.00
POSTAGE .50
#191140 0263 R01 T11:38
05/20/92

4. This financing statement covers the following types (or items) of property:
24' A.G. POOL + FILTER KIT
2 LOADS WATER

5. Assignee(s) of Secured Party and Address(es)
SECURITY MARY ANN ROSE
2568-A CIRCUIT COURT
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

Linda Phillips
By: _____
Signature(s) of Debtor(s)

Better Built
By: Timothy Lemon
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

286401

BOOK 580 PAGE 469

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)

Henry MacLeod
1343 Ashurburton Dr.
Millersville , Md. 21108

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

Gibralter Remodeling
222 Gentlebrook Rd.
Owings Mills , Md. 21117

3. Maturity date (if any):

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

RECORD FEE 12.00
RL PROP 2.00
POSTAGE .50
#391010 C263 R01 T11:24
05/20/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

Total amount financed $1500
Supply and install vinyl siding
Not subject to tax, recorded in land records
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)

Chrysler First
17 Fontana Ln. , PO. Box 72310
Balto MD 21237

REFUND 2.00
#391010 C263 R01 T11:25
05/20/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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:

Henry MacLeod

By: Henry O. MacLeod
Signature(s) of Debtor(s)

Gibralter Remodeling

By: [signature]
Signature(s) of Secured Party(ies)
Val Seifert, President

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

BOOK 580 PAGE 470

286402

MARYLAND FINANCING STATEMENT

UCC-1

☒ Not Subject to Recordation Tax

☐ Recordation Tax of $_____ on Principal Amount of $_____ is enclosed/ has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

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

1. DEBTOR: Print-Graphics-Plus, Inc.
(Name or Names)
915 Headquarters Drive, Suite 2, Millersville, Maryland 21108
(Address)

DEBTOR: _____
(Name or Names)
_____
(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8019 Belair Road, Suite 2, Baltimore, Maryland 21236
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: The Bank of Glen Burnie
(Name or Names)
101 Crain Highway, S.E., Glen Burnie, Maryland 21061
(Address)

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

(1) Nuarc VVE1418 Process Camera, S/N 3LM2505
(1) VGC BF175 Tray Processing Kit
(1) Pin Bar Plate Punch
(1) Film Developing 14X18 Kit
(1) Used Nuarc 26-1K Exposure Unit, S/N 12280
(1) Hamada 665CD 2 Color Offset Press, S/N HR2B402/HCR2B249
(1) Profold Elite 500 Standard Vacuum Feed Folder, S/N EV-1514
(1) Salco 160 Stapler
(1) Used Challange 230ML Paper Cutter, S/N 3296

RECORD FEE 11.00
#391120 C263 R01 T11:37
05/20/92
MARY M. ROSE
AA CO. CIRCUIT COURT

THIS TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collatteral are also covered: Yes ☐ No ☒

DEBTOR(S):
Print-Graphics-Plus, Inc.
By: _____ x President
(Title)
Dennis H. Woffinden, President
(Type or print name of person signing)

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

SECURED PARTY:
Atlantic Industrial Credit Corporation
By: _____
Lisa A. Barcase, Secretary
(Type or print name of person signing)

Return To: _____
_____

BOOK 580 PAGE 471

286403

FINANCING STATEMENT

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

To be recorded in the:

X 1. Financing Statement Records of Anne Arundel County, Maryland

___ 2. State of Maryland Department of Assessments and Taxation

___ 3. Land Records of Anne Arundel County, Maryland.

NAME AND ADDRESS OF DEBTOR:

MABEN S. KOETHCKE, JR. and PATRICIA G. KOETHCKE
599 BENFIELD ROAD
SEVERNA PARK, MARYLAND 21146

NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND
5 Church Circle
Annapolis, Maryland 21401

RECORD FEE 12.00
POSTAGE .50
#391710 C283 R01 T14:00
05/20/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

A. LEASES. All of the Debtor's right, title, and interest, including, without limitation, all of the Debtor's accounts, with respect to any and all leases executed by the Debtor, as lessor of any part or parcel of the premises described in Exhibit A and the improvements thereon located, whether now in existence or hereafter created, and the proceeds thereof.

12-50

* NOT SUBJECT TO RECORDATION TAX *

Maben S. Koethcke, Jr.

Maben S. Koethcke, Jr.

Patricia G. Koethcke

Patricia G. Koethcke

May 17, 1992

DATE

ROBLYER
& RICHMAN, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

ROBLYER & RICHMAN, P.A.
ATTORNEYS & COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MARYLAND 21401
(410) 266-5533

BOOK 580 PAGE 472

SFC:mlh 05/18/92 9:13am
To be used for loans secured by real property

A:SFC207.29

286404

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 $165,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

|_| Not subject to recordation tax.

RETURN FEE 17.00
POSTAGE .50
#51010 CASH RCD 11:23
05/20/92
MARY M. ROSE
CLK. CIRCUIT COURT

DEBTOR:	ADDRESS:
LARRY THURSTON	1566 Efford Road Pasadena, Maryland 21122

SECURED PARTY:	ADDRESS:
THE ANNAPOLIS BANKING AND TRUST COMPANY	P. O. Box 311 Annapolis, Maryland 21404

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

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

(410) 263-8855

17.00

A8004.196

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) 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 dated May 19, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Randall M. Robey and William A. Busik, 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

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ANNAPOLIS, MD 21404
(410) 263-8855

 LL Borrower's Initials

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.

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:

Larry Thurston
LARRY THURSTON

THE ANNAPOLIS BANKING AND TRUST COMPANY

By: William A. Buck (SEAL)
Name: WILLIAM A. BUCK
Title: SENIOR V.P.

Mr. Clerk: Please return to: Snider, Buck & Migdal P. O. Box 2400 Annapolis, Md. 21401

LH Borrower's Initials

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

EXHIBIT "A"

BEGINNING for the same at a pipe set on the northwest side of the State Road to Fort Smallwood, which point of beginning is distant North 71 degrees 27 minutes east 251.7 feet from the intersection of the first line of the conveyance from William T. Moore to Charles S. Harrison by deed recorded among the land Records of Anne Arundel Coutny in Liber FSR No. 19, folio 85, with the northwest side of said State Road, and is on the northeast side of a 20 foot road with the use in common leading to the residence of Reverend Charles S. Harrison; thence binding on the northeast side of said 20 foot road, North 24 degrees 30 minutes West 151.2 feet to a pipe; thence North 10 degrees 24 minutes east 123.55 feet to a pipe; thence North 74 degrees 50 minutes east 60.85 feet to a pipe; thence North 29 degrees 54 minutes west 95.1 feet to a point in the Old Point Road distant North 29 degrees 54 minutes West 12.45 feet from a pipe; thence binding on said road North 63 degrees 30 minutes East 356.65 feet to a point distant North 29 degrees 47 minutes east 13.7 feet from a pipe on the south side of said road; thence leaving said road and with a hedge row south 8 degrees 47 minutes west 448.95 feet to a pipe set on the northwest side of the State Road; thence binding on same south 71 degrees 27 minutes west 241.77 feet to the place of beginning. Containing 2.58 acres, more or less, according to a survey by Edward Hall, Jr., County Surveyor, dated April 1946 and situate on the north side of Fort Smallwood Road.

BEING the same property which by deed dated June 2, 1986 and recorded among the land Records of Anne Arundel County in Liber 4103, folio 46 was granted and conveyed unto the within Grantor by Theodore Sanford, Sr. and Barbara A. Sanford, his daughter.

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

(410) 263-8855

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

Mail to

BOOK 580 PAGE 476

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):
John M. Scible
Y Worry Farms
1501 Rossback Road
Davidsonville, MD 21035

2. Secured Party(ies) Name(s) And Address(es):
Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237

RECORD FEE 10.00
POSTAGE .50
#450310 C469 R02 T11:12
05/20/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. (a) This statement refers to original Financing Statement bearing File No. 285978/578-551
Filed with Anne Arundel County Date Filed 3/25/92 19
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filled.
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block ☐

For Filing Officer

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.

Associates Commercial Corporation
P. O. Box 241385
Charlotte, NC 28224-1385

10. Signatures:

By _____
Debtor(s) (necessary only if item 7 is applicable)

By Mark M. Welsh
Mark M. Welsh
Secured Party(ies)

FINANCING STATEMENT CHANGE

Standard Form Approved by N. C. Sec. of State

(1) Filing Officer Copy - Numerical

UCC-3

10.50

STATE OF MARYLAND

BOOK 580 PAGE 477

286405

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 E. A. West & Son Excavators SS # / Tax I.D. # _____

Address P.O. Box 493, Millersville, MD 21108 (Anne Arundel County)

2. SECURED PARTY

Name Vernon E. Stup Company SS # / Tax I.D. # _____

Address 5859 Urbana Pike, Frederick, MD 21701

Person And Address To Whom Statement Is To Be Returned 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 Case 855C Crawler/Loader
S/N 7402186

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)

RECORD FEE 11.00
POSTAGE .50
#450370 C489 R02 T11:22
05/20/93
MARY M. ROSE
AA CO. CIRCUIT COURT

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

_____
(Signature of Debtor)

E. A. West & Son Excavators
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Suzanne J. Weddle
(Signature of Secured Party)

Suzanne J. Weddle, Corp. Sec.
Type or Print Above Signature on Above Line

11 03 93

STATE OF MARYLAND BOOK 580 PAGE 478

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286406

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

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

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

This financing statement Dated 4-17-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Complete Landscaping Services, Inc.

Address 1641 Md. RT 3, #206 Crofton, Md. 21114

2. SECURED PARTY

Name Gaithersburg Ford Tractor Co.

Address 700 East Diamond Avenue, Gaithersburg, Md. 20877

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

3. Maturity date of obligation (if any) _____

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

3-Kubota F2400 Tractors-#13710,13709,13718
3-Kubota RC72F24 72" Mowers-#12744,12743,12742
4-Master Track Trailers-#1C9AH2T22NG099063,#1C9AH2T2INGO99068
#1C9AH2T2XNGO99084,# 1C9AH2T26NGO99096
1-Agrotec ASH2454 Sprayer-#9474
1-Ransomes Articulating XRS-200 Seeder-#000234

Name and address of Assignee
KubotaCredit Corp.
1025 Northbrook Parkway
Suwanee, Ga. 30174

2930573644 6

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#450390 C489 R02 T11:2
05/20/92
MARY M. ROSE
AA CO. CIRCUIT COURT

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Mark Jacobs
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 580 PAGE 479

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286407

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

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

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

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

1. DEBTOR

Name Gunther's Leasing Transport, Inc.

Address 7462 Railroad Avenue, Hanover, MD 21076

2. SECURED PARTY

Name Bell Atlantic TriCon Leasing Corporation

Address Five Neshaminy Interplex, Suite 117, Trevose, PA 19053

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

3. Maturity date of obligation (if any) _____

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

#51432

See Attached Schedule "A"

RECORD FEE 11.00
POSTAGE .50
#450430 C482 R02 T11:26
05/20/92
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)

Gunther's Leasing Transport, Inc.

Mark Gunther
(Signature of Debtor)

Mark Gunther, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bell Atlantic TriCon Leasing Corporation

Karen Bradley
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1/50
10

Bell Atlantic-TriCon LEASING CORPORATION

BOOK 580 PAGE 480

#51432

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION,

and Gunther's Leasing Transport, Inc.

Dated April 30, 1992

1 - NCR 3445 Computer System including:
32MB RAM (Memory)
1.4GB Disk Drive (Internal)
1GB SCSI Qic Tape (Internal)
SCSI Host Adapter
(3) 24-Port Async Controllers
ASCII Display
BBx Basic (Unlimited users)
SCO Unix (Unlimited users)

INITIAL

BOOK 580 PAGE 481

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

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Skinker, John F. & Jill B. 923 Kings Landing Rd Annapolis MD 21403	Riggs National Bank of Washington DC 1120 Vermont Ave NW Washington DC 20005	RECORD FEE 12.00 POSTAGE .50 #050150 CTT1 RO2 T11:41 05/20/92 MARY M. ROSE AA CO. CIRCUIT COURT

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

1985 Tartan 28, 28', HIN# TAR280451485 Official # 684958
13 hp Yanemar diesel #12205

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 [X] if so)

- [ ] already subject to a security interest in another jurisdictian 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: [X] Proceeds of Colloteral are also covered. [ ] Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: 525 @ 260 272366

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

Date MAY 05 1992 19____

By: J. A. MOLSTER
Vice President
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

(3) Filing Officer Copy – Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

12.00

STATE OF MARYLAND

Anne Arundel County

BOOK 580 PAGE 482

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283968

RECORDED IN LIBER 0569 **FOLIO** 213 **ON** 6/27/91 **(DATE)**

1. DEBTOR

Name C.G. Enterprises, Inc.

Address 12001 Guilford Road, Annapolis Junction, MD 20701

2. SECURED PARTY

Name The Palmer National Bank

Address 1667 K Street, N.W. Washington, DC 20006

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

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

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

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

RECORD FEE 10.00
POSTAGE .50
#450610 C409 R02 T11:47
05/20/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated May 1, 1992

The Palmer National Bank

(Signature of Secured Party)

John C. Fox, Vice President

Type or Print Above Name on Above Line

10.00

BOOK 580 PAGE 483

286409

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)
JOHN C HOFFMAN #40705
354 PRESTONFIELD LANE
SEVGRNA PARK MD 21146

2. Secured Party(ies) and address(es)
TWA CREDIT UNION
P O BOX 20406
KANSAS CITY MO 64195

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

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

941 MACILCI, 6MB, 1 FDHD/APPLE 40 HD
778 JACPRO PLUS EXT'D 1045 KEYBOARD
033 RADIUS SOFT PIVOT #0276
166 GCC BLP ELITE 4 PPM PRINTER
R 650 APPLE $650.00REBATE

$5,762.00

5. Assignee(s) of Secured Porty 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:

TWA CREDIT UNION

By: John C Hoffman
Signature(s) of Debtor(s)

Title

By: X Kathleen Loughlin
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

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 580 PAGE 484

FINANCING STATEMENT

286410

1. Name & Address of Debtor:

DOUGLAS E. BRANZELL
DOROTHY M. BRANZELL
97 Poplar Road
Riva, MD 21140

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 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 Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, 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.

RECORDING FEES 12.00
POSTAGE .50
0001150 1383 R01 T13:31
05/21/92
THAD A. ROSE
AA CO. CIRCUIT COURT

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 its development, occupancy and use.

12
5

(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)
DOUGLAS E. BRANZELL

_____(SEAL)
DOROTHY M. BRANZELL

Secured Party:

SEVERN SAVINGS BANK, FSB

By: _____(SEAL)

BOOK 580 PAGE 485

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

branzell.fs2 s005.251

EXHIBIT "A" - LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lot Nos. 233 and 234, as shown on a Plat of Sylvan Shores, which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 17, page 16.

BEING the same property which by deed dated February 20, 1992, and recorded among the Land Records of Anne Arundel County, Maryland in Liber S.E.B. No. 5549, folio 718, was conveyed by Thomas M. Branzell and Idalee Mae Branzell, husband and wife, unto DOUGLAS E. BRANZELL and DOROTHY M. BRANZELL, husband and wife.

BOOK 580 PAGE 487 286411

TO BE RECORDED WITH THE
FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

NOT SUBJECT TO
FINANCING RECORDAITON
TAX

RECORD FEE 13.00
POSTAGE .50
#470000 C489 R02 T14:39
05/21/92
MARY H. ROSE
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Debtor:
E. D. Corporation
a Maryland Corporation

Address:
836 Ritchie Highway
Severna Park, Md. 21146

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, Md. 21801
Attn: M. John Miller

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the building and any and all renewals and replacement thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest or 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 corporation which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in

proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Debtor or any other party for use of the Debtor for any use of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security for repayment of the Deed of Trust Promissory Note and Deed of Trust in the amount of $216,000.00 by Debtor executed on even date herewith in favor of the Secured Party and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:

E. D. CORPORATION
a Maryland Corporation

By: Phillip Bernhardt (SEAL)
Phillip Bernhardt, President

Date: MAY 13, 1992

EXHIBIT A

All that lot or Parcel of ground situate in the Second Assessment District of Anne Arundel County, State of Maryland, and known as Units Numbered A-206 and A-207, as shown on the Condominium Plat entitled "A Condominium - Phase II, Annapolis Business Plaza, Hudson Street, 3rd District, Annapolis, Anne Arundel County, Maryland", and recorded among the Land Records of Anne Arundel County in Condominium Plat Book No. 44, Page 43, together with an undivided percentage interest in the common elements and common expenses and common profits of the Annapolis Business Plaza Condominium of 2.5% per unit.

TOGETHER with the improvements thereto and the rights and appurtenances, thereto belonging or appertaining, and particularly the rights in common with others of a condominium owner in said condominium, subject to the objections of said owners.

SUBJECT TO AND WITH the benefit of the Declaration and Condominium By-Laws, as amended, and further subject to all rights, easements, restrictions, covenants and reservations contained in or referred to in the said condominium documents, as amended, as if recited and stipulated at length herein.

AND BEING the same property conveyed to E. D. Corporation a Maryland Corporation, by Trustees Deed dated May 13, 1992, intended to be recorded among the Land Records of Anne Arundel County, Maryland.

AFTER RECORDATION PLEASE RETURN TO:

DAVID S. BRUCE, ESQUIRE
P.O. BOX 447
PRINCE FREDERICK, MD 20678

Mail to

Clerk, Circuit Court for
Anne Arundel County

BOOK 580 PAGE 490

286412

☐ TO BE ☒ NOT TO BE } RECORDED IN LAND RECORDS

☐ SUBJECT TO ☒ NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF $ 1075.00

FINANCING STATEMENT

1. Debtor(s):

Mary & Associates, Inc.
Name or Names—Print or Type

1825 George Avenue Annapolis, MD 21401
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

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

2. Secured Party:

The Western Newspaper Litho Supply, Inc.
Name or Names—Print or Type

5 N. Haven Street Baltimore, MD 21224
Address—Street No., City - County State Zip Code

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

1- X-Rite CBS-6 Used Silver Recovery Unit S/N 000367

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

RECORD FEE 11.00
POSTAGE .50
#452010 C489 R02 T14:40
05/21/93
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):

(Signature of Debtor)

Mary & Associates, Inc.
Type or Print

Fred Miller, President
(Signature of Debtor)

Type or Print

SECURED PARTY:

The Western Newspaper Litho Supply, Inc.
(Company, if applicable)

(Signature of Secured Party)

Gerald Stephenson, President
Type or Print (Include title if Company)

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

Name and Address Thomas P. Kimmitt, Jr., 500 Court Towers, 210 W. Pennsylvania Ave.
Towson, Maryland 21204

Lucas Bros. Form F-1

I HEREBY CERTIFY under penalties of perjury that there are no recordation taxes due Anne Arundel County, Maryland because this is a purchase money financing which is exempt under Section 12-108(K)(4) of the Tax Property Article of the Annotated Code of Maryland.

Thomas P. Kimmitt, Jr.

11 00
12

STATE OF MARYLAND BOOK 580 PAGE 491 23960

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. 286413

1. DEBTOR

Name Execulease Corporation

Address The Execulease Building, Elmont, NY 11003

2. SECURED PARTY

Name Tilden Financial Corp.

Address 2 Lambert Street, Roslyn Heights, NY 11577

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

RECORD FEE 11.00
POSTAGE .50
#393670 C263 R01 T14:59
05/21/92

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
MARY M. ROSE
A.A CO. CIRCUIT COURT

Equipment subject to Lease Agreement dated 3-6-92 between Execulease Corporation as Lessor, and Robert Biern, MD as Lessee, insurance thereon and proceeds thereof as more fully described on Schedule A attached hereto. Location of Equipment: 900 Bethgate Rd., Annapolis, MD 21401

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Please return Acknowledgment to:
Tilden Financial Corp.
2 Lambert Street
Roslyn Heights, NY 11577

Execulease Corporation
(Signature of Debtor)

David Ohnet
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

X Cathy A. Calgan, Sec.
(Signature of Secured Party)

Tilden Finacial Corp.
Type or Print Above Signature on Above Line

BOOK 580 PAGE 492

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of Lease Agreement dated March 6 , 1992 , between Robert Biern, M.D. , Lessee, and EXECULEASE CORPORATION, Lessor.

Property Located at: 900 Bethgate Rd., Annapolis, MD 21401

VENDOR: _____

DESCRIPTION

_____

_____

_____

Lessee: Robert Biern, M.D.

INTERSPEC

1	APOGEE COLOR SYSTEM S/N T6393 U6470 K6470 P6493
1	P6 2.75/19/65 PROBE S/N ACN1224
1	P6 7.5/15/24 PROBE S/N ACL1349
1	2.0 MHZ CW/PW P5 PROBE S/N E92A1084
1	FERNO CART: DROP SHIPPED
1	B&W PRINTER P40 S/N P40104257
1	ASSY APOGEE CX MEMO MOD EX 1.1-CV/E
1	VCR AG-7350 SVHS HI-FI S/N A2TB00028

PRISM IMAGING, INC.

1	CARDIOVIEW STRESS ECHO UNIT
1	PRISM ID NUMBER 1001749
1	MOHTER BOARD 1049130
1	MONITOR INT 92040034
1	5¼" FLOPPY DRIVE L116261
1	3½" FLOPPY DRIVE 4531617
1	HARD DRIVE 550201284466
1	HARD/FLOPPY CONTROLLER 01128012
1	VGA ADAPTER WU915156409J
1	GP BOARD W/AUDTRIG GPB1000435
1	VCLR MEM CVM1001097
1	VCLR I/O CVIO1000519
1	CINE VIEW SOFTWARE 04922307
1	LQ PRINTER 559009496LX
1	VCR BACK ORDER
1	MOBILE CART DROP SHIP

KB ASSOCIATES

1	PANASONIC COLOR MEDICAL VIDEO PRINTER S/N GIDG00008
1	MITSUBISHI VIDEO COPY PROCESSOR S/N 000419

23960

STATE OF MARYLAND

BOOK 580 PAGE 493

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285971

RECORDED IN LIBER 578 **FOLIO** 529 **ON** 3-24-92 **(DATE)**

1. DEBTOR

Name Biern, Robert, M.D.

Address 900 Bethgate Road, Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .50
#393680 C263 R01 T15:00
05/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Executease Corporation
The Execulease Building

Address 1975 Linden Blvd.

Elmont, NY 11003

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.)

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

Please return Acknowledgments to:
Tilden Financial Corp.
2 Lambert Street
Roslyn Heights, NY 11577

Dated 3/9/92

Executease Corporation
(Signature of Secured Party)

X Ronald Thau VP.

Type or Print Above Name on Above Line

23960

STATE OF MARYLAND

BOOK 580 PAGE 493

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285971

RECORDED IN LIBER 578 FOLIO 529 ON 3-24-92 (DATE)

1. DEBTOR

Name Biern, Robert, M.D.

Address 900 Bethgate Road, Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .50
#393680 C263 R01 T15:00
05/21/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Executease Corporation
The Executease Building

Address 1975 Linden Blvd.

Elmont, NY 11003

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.)

Assign to: Tilden Financial Corp.
2 Lambert Street
Roslyn Heights, NY 11577

All collateral described in the Financing Statement to which this assignment relates

Please return Acknowledgments to:
Tilden Financial Corp.
2 Lambert Street
Roslyn Heights, NY 11577

Dated 3/9/92

Executease Corporation
(Signature of Secured Party)

Type or Print Above Name on Above Line

11.50

CFINSTMT1 1206069 Anne Arundel County

BOOK 580 PAGE 494

286414

FINANCING STATEMENT

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

☐ 1. To be recorded in the Land Records.

☒ 2. To be recorded among the Financing Statement Records.

☒ 3. Not subject to Recordation Tax.

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

5. Debtor(s) Name(s): Dunn's Floor Covering, Inc.
Address(es): 7466 New Ridge Road, Hanover, MD 21076

RECORD FEE 11.00
POSTAGE .50
#452990 C499 R02 T09:17
05/22/92
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:

☒ 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: Dunn's Floor Covering, Inc.

By: X _____ (Seal) _____ (Seal)
James W. Dunn, President

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

11.00
12

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

STATE OF MARYLAND

Anne Arundel Cty., MD

FINANCING STATEMENT

FOR RECORDING BOOK 580 PAGE 495 Identifying File No. _____

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

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

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

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

286415

1. DEBTOR

Name Revco D.S., Inc, a Delaware corporation

Address 1925 Enterprise Parkway, Twinsburg, OH 44087
(See attached Schedule I for add'l addresses)

2. SECURED PARTY

Name The CIT Group/Business Credit, Inc.

Address 270 Park Avenue, 27th Floor, New York, NY 10017
Attn: Legal Dept. (as Senior Loan Agent)

Person And Address To Whom Statement Is To Be Returned 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 Exhibit A.

Name and address of Assignee

RECORD FEE 29.00
POSTAGE .50
#A63760 CASH RCT T11:36
05/22/92

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)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Revco D.S., Inc., a Delaware corporation

By: _____
(Signature of Debtor)

James J. Hagan
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

The CIT Group/Business Credit, Inc.

By: _____ VP
(Signature of Secured Party)

David M. Weinstein
Type or Print Above Signature on Above Line

DEBTOR: Revco D.S.,Inc., a Delaware corporation

SECURED PARTY: The CIT Group/Business Credit, Inc.

CALCULATION OF MARYLAND RECORDATION TAX

To: Maryland Department of Assessments and Taxation

1.	Value of property in Maryland		$6,869,443
2.	Value of exempt personal property in Maryland:		
	a. Inventory	$6,054,470	
	b. Accounts Receivable	814,973	6,869,443
3.	Value of collateral in Maryland Line 1 - Line 2		0
4.	Value of All Collateral		539,321.000
5.	Ratio of Maryland collateral Line 3 ÷ Line 4		.0%
6.	Total indebtedness		100,000,000
7.	Taxable secured Maryland Indebtedness Line 6 X Line 5		0.
8.	Tax Paid Line 5 X $1.65/$500		$0

Revco D.S., Inc.

Revco D.S., Inc.
Debtor

By: _____

Title: Vice President

1/21/92

Schedule I

STORE	TELEPHONE	ADDRESS	CITY	COUNTY	STATE	ZIP	REGN	DIST	DISTRICT MANAGER
1225	(410) 268-7688	121 HILLSMERE DR	ANNAPOLIS	ANNE ARUNDEL	MD	21403	01	0018	BEASLEY, E
1035	(410) 752-2919	214-216 W LEXINGTON	BALTIMORE	BALTIMORE		21201	01	0018	BEASLEY, E
1075	(410) 732-4413	3812 EASTERN AVE.	BALTIMORE	BALTIMORE		21224	01	0018	BEASLEY, E
1079	(410) 744-1422	5305 BALTIMORE NATL PIKE	BALTIMORE	BALTIMORE		21229	01	0018	BEASLEY, E
1081	(410) 837-4474	11 E. BALTIMORE ST.	BALTIMORE	BALTIMORE		21202	01	0018	BEASLEY, E
1107	(410) 764-3445	6852 REISTERSTOWN RD.	BALTIMORE	BALTIMORE		21215	01	0018	BEASLEY, E
1117	(410) 732-2055	529 S. BROADWAY	BALTIMORE	BALTIMORE		21231	01	0018	BEASLEY, E
1137	(410) 687-3319	1814-1820 EARHART RD.	BALTIMORE	BALTIMORE		21221	01	0018	BEASLEY, E
1212	(410) 668-5544	9613 HARFORD RD	BALTIMORE	BALTIMORE		21234	01	0018	BEASLEY, E
1274	(410) 256-2844	8669 BELAIR RD.	BALTIMORE	BALTIMORE		21236	01	0018	BEASLEY, E
2708	(410) 284-3530	7930 EASTERN BLVD.	BALTIMORE	BALTIMORE		21224	01	0018	BEASLEY, E
1275	(410) 228-9030	626 SUNBURST HWY	CAMBRIDGE	DORCHESTER		21613	01	0018	BEASLEY, E
1044	(301) 724-5025	133 BALTIMORE ST.	CUMBERLAND	ALLEGANY		21502	01	0016	MC MICHAEL, B
1214	(410) 676-6100	1914-1916 PULASKI HWY	EDGEWOOD	HARFORD		21040	01	0018	BEASLEY, E
1018	(410) 877-7887	2315 C-B BELAIR ROAD	FALLSTON	HARFORD		21047	01	0018	BEASLEY, E
1164	(301) 662-6510	RT. 40 WEST	FREDERICK	FREDERICK		21702	01	0016	MC MICHAEL, B
1036	(301) 790-0294	60-64 W. WASHINGTON	HAGERSTOWN	WASHINGTON		21740	01	0016	MC MICHAEL, B
1199	(301) 797-8400	607 DUAL HWY	HAGERSTOWN	WASHINGTON		21740	01	0016	MC MICHAEL, B
1226	(301) 582-2325	HALFWAY BLVD. VALLEY MALL	HAGERSTOWN	WASHINGTON		21740	01	0016	MC MICHAEL, B
1220	(410) 239-3750	2320-C HANOVER PIKE	HAMPSTEAD	CARROLL		21074	01	0016	MC MICHAEL, B
2728	(301) 729-1004	1228 NATIONAL HWY	LA VALE	ALLEGANY		21502	01	0016	MC MICHAEL, B
2733	(410) 987-5244	661 OLD MILL RD.	MILLERSVILLE	ANNE ARUNDEL		21108	01	0018	BEASLEY, E
1102	(301) 334-8182	RT. 135 - MIDTOWN PLAZA	OAKLAND	GARRETT		21550	01	0016	MC MICHAEL, B
1017	(410) 437-6450	4117 MOUNTAIN RD.	PASADENA	ANNE ARUNDEL		21122	01	0018	BEASLEY, E
2730	(410) 651-2888	RT 13 MT VERNON RD	PRINCESS ANN	SOMERSET		21853	01	0018	BEASLEY, E
2707	(410) 781-4720	1438 LIBERTY RD	SYKESVILLE	CARROLL		21784	01	0016	MC MICHAEL, B
1170	(410) 756-2548	530 E. BALTIMORE ST	TANEYTOWN	CARROLL		21787	01	0016	MC MICHAEL, B
1129	(410) 828-0708	913 TAYLOR AVE.	TOWSON	BALTIMORE		21204	01	0018	BEASLEY, E
1211	(301) 359-3051	ST RT 135 TRI-TOWNS PLAZA S/C	WESTERNPORT	ALLEGANY		21562	01	0016	MC MICHAEL, B

BOOK 580 PAGE 497

Exhibit A **to Financing Statement Naming:**

Revco D.S., Inc., a Delaware corporation,
as Debtor

and

**The CIT Group/Business Credit, Inc., as Senior Loan Agent,
as Secured Party**

This Financing Statement covers all of the Debtor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Debtor now has or hereafter acquires an interest and wherever the same may be located (the "Collateral"):

(i) all inventory in all of its forms, including, but not limited to, (a) all goods held by the Debtor for sale or lease or to be furnished under contracts of service or so leased or furnished, (b) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of inventory or otherwise used or consumed in the Debtor's business, (c) all goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind, and (d) all goods which are returned to or repossessed by the Debtor, all additions and accessions thereto, and products thereof and documents and replacements therefor (all such inventory, additions, accessions, products, replacements and documents being the "Inventory");

(ii) all accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations of any kind now or hereafter existing arising out of or in connection with the sale or lease of goods constituting Collateral or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations, except for the Pledged Collateral (as defined in the Subsidiary Pledge and Security Agreement contemplated by the Confirmation Order approved by the United States Bankruptcy Court for the Northern District of Ohio on March 13, 1992, by and among the Debtor, certain of its affiliates and IBJ Schroder Bank & Trust Company and Max Volmar, as Collateral Trustees);

(iii) all prescription files and all books, records, ledger cards, files, correspondence, customer lists, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(iv) the Depositary Accounts, the Lockbox Accounts, the Concentration Account, the Cash Collateral Account (each as defined in the Working Capital Credit Agreement (the "Credit Agreement") contemplated by the Confirmation Order approved by the United States Bankruptcy Court for the Northern District of Ohio on March 13, 1992 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Revco D.S., Inc., a Delaware corporation, the financial institutions party thereto (the "Lenders") and the Secured Party, as senior loan agent for the Lenders), and any other deposit account or other account established or maintained from time to time in connection with the transactions contemplated by the Credit Agreement, all other deposit accounts, bank accounts, and all cash, certificates, instruments and other property from time to time therein and all certificates and instruments, if any, from time to time representing or evidencing the same; and

(v) the following documents and things in the Debtor's possession, or subject to the Debtor's right to possession, relating to (a) all trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and/or other source and/or business identifiers and applications pertaining thereto that are owned and used by the Debtor in its business, or as the Debtor may in the future adopt and so use (collectively, the "Trademarks"), (b) all registrations that have been or may hereafter be issued or applied for thereon in the United States, any state thereof and in foreign countries (the "Registrations"), and (c) all common law and other rights in and to the Trademarks in the United States, any state thereof and in foreign countries ("Trademark Rights"), in each case, to the extent relating to (I) the production, sale and delivery by the Debtor, or any affiliate, licensee or subcontractor of the Debtor, of any Inventory sold or delivered by or under the authority of the Debtor, which Inventory shall be deemed to include, without limitation, Inventory sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights, or (II) any retail or other merchandising operations of any Inventory conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by the Debtor or any affiliate, licensee or subcontractor of the Debtor:

Trademark Rights by the Debtor or any affiliate, licensee or subcontractor of the Debtor:

(1) all lists and ancillary documents that identify and describe any of the Debtor's customers, or those of its affiliates, licensees or subcontractors, for any Inventory delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, any prescription files, lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of any natural person(s), corporation(s), limited partnership(s), general partnership(s), joint stock companies, joint venture(s), association(s), companies, trust(s), bank(s), trust companies, land trust(s), business trust(s), or other organization(s), whether or not legal entities, and government(s), agencies and political subdivision(s) thereof having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by the Debtor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the pattern of such purchases; and

(2) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(3) all documents which reveal the name and address of any sources of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(4) all documents constituting or concerning the then current or proposed advertising and promotion by the Debtor or its affiliates, licensees or subcontractors of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services; and

(vi) all proceeds of any and all of the foregoing Collateral including, without limitation, proceeds which constitute property of the types described in clauses (i) through

(v) above and, to the extent not otherwise included, all (a) payments under insurance (whether or not the Secured Party is the loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and (b) cash;

in each case, howsoever the Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise); provided, however, that the security interest hereunder in any cash shall not attach to cash which constitutes Net Cash Proceeds of Asset Sales (as defined in the Credit Agreement) of property which is not otherwise Collateral.

STATE OF MARYLAND
BOOK 580 PAGE 502

ANNE ARUNDEL Cty., MD

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. $ 0

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

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

286416

1. DEBTOR

Name Revco Discount Drug Centers, Inc., a Michigan corporation

Address 1925 Enterprise Parkway, Twinsburg, OH 44087
(See attached Schedule I for add'l addresses)

2. SECURED PARTY

Name The CIT Group/Business Credit, Inc.

Address 270 Park Avenue, 27th Floor, New York, NY 10022
Attn: Legal Dept. (as Senior Loan Agent)

Person And Address To Whom Statement Is To Be Returned 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 Exhibit A.

Name and address of As

RECORD FEE 29.00
POSTAGE .50
#663770 C403 ROA T11:37
05/22/92
MARY H. RAGE
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)

Revco Discount Drug Centers, Inc.,
a Michigan corporation

By: _____
(Signature of Debtor)

James J. Hagan
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

The CIT Group/Business Credit, Inc.

By: _____ V.P.
(Signature of Secured Party)

David M. Weinstein
Type or Print Above Signature on Above Line

DEBTOR: Revco Discount Drug Centers, Inc. a Michigan corporation

SECURED PARTY: The CIT Group/Business Credit, Inc.

CALCULATION OF MARYLAND RECORDATION TAX

To: Maryland Department of Assessments and Taxation

1.	Value of property in Maryland		$6,869,443
2.	Value of exempt personal property in Maryland:		
	a. Inventory	$6,054,470	
	b. Accounts Receivable	814,973	6,869,443
3.	Value of collateral in Maryland Line 1 - Line 2		0
4.	Value of All Collateral		539,321.000
5.	Ratio of Maryland collateral Line 3 ÷ Line 4		.0%
6.	Total indebtedness		100,000,000
7.	Taxable secured Maryland Indebtedness Line 6 X Line 5		0.
8.	Tax Paid Line 5 X $1.65/$500		$0

Revco D.S., Inc.
Debtor

By: _____

Title: Vice President

1/21/92

Schedule I

STORE	TELEPHONE	ADDRESS	CITY	COUNTY	STATE	ZIP	REGN	DIST	DISTRICT MANAGER
1225	(410) 268-7688	121 HILLSMERE DR	ANNAPOLIS	ANNE ARUNDEL	MD	21403	01	001B	BEASLEY, E
1035	(410) 752-2919	214-216 W LEXINGTON	BALTIMORE	BALTIMORE		21201	01	001B	BEASLEY, E
1075	(410) 732-4413	3812 EASTERN AVE.	BALTIMORE	BALTIMORE		21224	01	001B	BEASLEY, E
1079	(410) 744-1422	5305 BALTIMORE NATL PIKE	BALTIMORE	BALTIMORE		21229	01	001B	BEASLEY, E
1081	(410) 837-4474	11 E. BALTIMORE ST.	BALTIMORE	BALTIMORE		21202	01	001B	BEASLEY, E
1107	(410) 764-3445	6852 REISTERSTOWN RD.	BALTIMORE	BALTIMORE		21215	01	001B	BEASLEY, E
1117	(410) 732-2055	529 S. BROADWAY	BALTIMORE	BALTIMORE		21231	01	001B	BEASLEY, E
1137	(410) 687-3319	1814-1820 EARHART RD.	BALTIMORE	BALTIMORE		21221	01	0018	BEASLEY, E
1212	(410) 668-5544	9613 HARFORD RD	BALTIMORE	BALTIMORE		21234	01	0018	BEASLEY, E
1274	(410) 256-2844	8669 BELAIR RD.	BALTIMORE	BALTIMORE		21236	01	0018	BEASLEY, E
2708	(410) 284-3530	7930 EASTERN BLVD.	BALTIMORE	BALTIMORE		21224	01	0018	BEASLEY, E
1275	(410) 228-9030	626 SUNBURST HWY	CAMBRIDGE	DORCHESTER		21613	01	0018	BEASLEY, E
1044	(301) 724-5025	133 BALTIMORE ST.	CUMBERLAND	ALLEGANY		21502	01	0016	MC MICHAEL, B
1214	(410) 676-6100	1914-1916 PULASKI HWY	EDGEWOOD	HARFORD		21040	01	001B	BEASLEY, E
1018	(410) 877-7887	2315 C-8 BELAIR ROAD	FALLSTON	HARFORD		21047	01	001B	BEASLEY, E
1164	(301) 662-6510	RT. 40 WEST	FREDERICK	FREDERICK		21702	01	0016	MC MICHAEL, B
1036	(301) 790-0294	60-64 W. WASHINGTON	HAGERSTOWN	WASHINGTON		21740	01	0016	MC MICHAEL, B
1199	(301) 797-8400	607 DUAL HWY	HAGERSTOWN	WASHINGTON		21740	01	0016	MC MICHAEL, B
1226	(301) 582-2325	HALFWAY BLVD. VALLEY MALL	HAGERSTOWN	WASHINGTON		21740	01	0016	MC MICHAEL, B
1220	(410) 239-3750	2320-C HANOVER PIKE	HAMPSTEAD	CARROLL		21074	01	0016	MC MICHAEL, B
2728	(301) 729-1004	1228 NATIONAL HWY	LA VALE	ALLEGANY		21502	01	0016	MC MICHAEL, B
2733	(410) 987-5244	661 OLD MILL RD.	MILLERSVILLE	ANNE ARUNDEL		21108	01	001B	BEASLEY, E
1102	(301) 334-8182	RT. 135 - MIDTOWN PLAZA	OAKLAND	GARRETT		21550	01	0016	MC MICHAEL, B
1017	(410) 437-6450	4117 MOUNTAIN RD.	PASADENA	ANNE ARUNDEL		21122	01	0018	BEASLEY, E
2730	(410) 651-2888	RT 13 MT VERNON RD	PRINCESS ANN	SOMERSET		21853	01	001B	BEASLEY, E
2707	(410) 781-4720	1438 LIBERTY RD	SYKESVILLE	CARROLL		21784	01	0016	MC MICHAEL, B
1170	(410) 756-2548	530 E. BALTIMORE ST	TANEYTOWN	CARROLL		21787	01	0016	MC MICHAEL, B
1129	(410) 828-0708	913 TAYLOR AVE.	TOWSON	BALTIMORE		21204	01	0018	BEASLEY, E
1211	(301) 359-3051	ST RT 135 TRI-TOWNS PLAZA S/C	WESTERNPORT	ALLEGANY		21562	01	0016	MC MICHAEL, B

BOOK 580 PAGE 504

Exhibit A **to Financing Statement Naming:**

Revco Discount Drug Centers, Inc., a Michigan corporation,
as Debtor

and

**The CIT Group/Business Credit, Inc., as Senior Loan Agent,
as Secured Party**

This Financing Statement covers all of the Debtor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Debtor now has or hereafter acquires an interest and wherever the same may be located (the "Collateral"):

(i) all inventory in all of its forms, including, but not limited to, (a) all goods held by the Debtor for sale or lease or to be furnished under contracts of service or so leased or furnished, (b) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of inventory or otherwise used or consumed in the Debtor's business, (c) all goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind, and (d) all goods which are returned to or repossessed by the Debtor, all additions and accessions thereto, and products thereof and documents and replacements therefor (all such inventory, additions, accessions, products, replacements and documents being the "Inventory");

(ii) all accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations of any kind now or hereafter existing arising out of or in connection with the sale or lease of goods constituting Collateral or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations, except for the Pledged Collateral (as defined in the Subsidiary Pledge and Security Agreement contemplated by the Confirmation Order approved by the United States Bankruptcy Court for the Northern District of Ohio on March 13, 1992, by and among the Debtor, certain of its affiliates and IBJ Schroder Bank & Trust Company and Max Volmar, as Collateral Trustees);

(iii) all prescription files and all books, records, ledger cards, files, correspondence, customer lists, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(iv) the Depositary Accounts, the Lockbox Accounts, the Concentration Account, the Cash Collateral Account (each as defined in the Working Capital Credit Agreement (the "Credit Agreement") contemplated by the Confirmation Order approved by the United States Bankruptcy Court for the Northern District of Ohio on March 13, 1992, by and among the Debtor, the financial institutions party thereto (the "Lenders") and the Secured Party, as senior loan agent for the Lenders) and any other deposit account or other account established or maintained from time to time in connection with the transactions contemplated by the Credit Agreement, all other deposit accounts, bank accounts, and all cash, certificates, instruments and other property from time to time therein and all certificates and instruments, if any, from time to time representing or evidencing the same; and

(v) the following documents and things in the Debtor's possession, or subject to the Debtor's right to possession, relating to (a) all trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and/or other source and/or business identifiers and applications pertaining thereto that are owned and used by the Debtor in its business, or as the Debtor may in the future adopt and so use (collectively, the "Trademarks"), (b) all registrations that have been or may hereafter be issued or applied for thereon in the United States, any state thereof and in foreign countries (the "Registrations"), and (c) all common law and other rights in and to the Trademarks in the United States, any state thereof and in foreign countries ("Trademark Rights"), in each case, to the extent relating to (I) the production, sale and delivery by the Debtor, or any affiliate, licensee or subcontractor of the Debtor, of any Inventory sold or delivered by or under the authority of the Debtor, which Inventory shall be deemed to include, without limitation, Inventory sold or delivered pursuant to merchandising operations utilising any Trademarks, Registrations or Trademark Rights, or (II) any retail or other merchandising operations of any Inventory conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by the Debtor or any affiliate, licensee or subcontractor of the Debtor:

(1) all lists and ancillary documents that identify and describe any of the Debtor's customers, or those of its affiliates, licensees or subcontractors, for

those of its affiliates, licensees or subcontractors, for any Inventory delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, any prescription files, lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of any natural person(s), corporation(s), limited partnership(s), general partnership(s), joint stock companies, joint venture(s), association(s), companies, trust(s), bank(s), trust companies, land trust(s), business trust(s), or other organization(s), whether or not legal entities, and government(s), agencies and political subdivision(s) thereof having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by the Debtor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the pattern of such purchases; and

(2) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(3) all documents which reveal the name and address of any sources of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(4) all documents constituting or concerning the then current or proposed advertising and promotion by the Debtor or its affiliates, licensees or subcontractors of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services; and

(vi) all proceeds of any and all of the foregoing Collateral including, without limitation, proceeds which constitute property of the types described in clauses (i) through (v) above and, to the extent not otherwise included, all (a) payments under insurance (whether or not the Secured Party is the loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and (b) cash;

in each case, howsoever the Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise); provided, however, that the security interest hereunder in any cash shall not attach to cash which constitutes Net Cash Proceeds of Asset Sales (as defined in the Credit Agreement) of property which is not otherwise Collateral.

STATE OF MARYLAND

FINANCING STATEMENT

BOOK 580 PAGE 509 FORM UCC-1

Anne Arundel Cty., MD

(3)

Identifying File No. _____

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

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

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

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

286417

1. DEBTOR

Name SOPCO, Inc., an Ohio corporation

Address 1925 Enterprise Parkway, Twinsburg, OH 44087

(See attached Schedule I for add'l addresses)

2. SECURED PARTY

Name The CIT Group/Business Credit, Inc.

Address 270 Park Avenue, 27th Floor, New York, NY 10017 22

Attn: Legal Dept. (as Senior Loan Agent)

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

RECORD FEE 29.00

POSTAGE .50

3. Maturity date of obligation (if any) _____

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

See attached Exhibit A.

Name and address of Assignee

#A63790 C603 R04 T13:37

05/22/92

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)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

SOPCO, Inc., an Ohio corporation

By: _____ (Signature of Debtor)

James J. Hagan

Type or Print Above Name on Above Line

_____ (Signature of Debtor)

Type or Print Above Signature on Above Line

The CIT Group/Business Credit, Inc.

By: _____ (Signature of Secured Party)

David M. Weinstein

Type or Print Above Signature on Above Line

29
52 1

DEBTOR: Sopco, Inc., an Ohio corporation

SECURED PARTY: The CIT Group/Business Credit, Inc.

CALCULATION OF MARYLAND
RECORDATION TAX

To: Maryland Department of Assessments and Taxation

1.	Value of property in Maryland		$6,869,443
2.	Value of exempt personal property in Maryland:		
	a. Inventory	$6,054,470	
	b. Accounts Receivable	814,973	6,869,443
3.	Value of collateral in Maryland Line 1 - Line 2		0
4.	Value of All Collateral		539,321.000
5.	Ratio of Maryland collateral Line 3 ÷ Line 4		.0%
6.	Total indebtedness		100,000,000
7.	Taxable secured Maryland Indebtedness Line 6 X Line 5		0.
8.	Tax Paid Line 5 X $1.65/$500		$0

Revco D.S., Inc.

Debtor

By: _____

Title: Vice President

1/21/92

Schedule I

STORE	TELEPHONE	ADDRESS	CITY	COUNTY	STATE	ZIP	REGN	DIST	DISTRICT MANAGER
1225	(410) 268-7688	121 HILLSMERE DR	ANNAPOLIS	ANNE ARUNDEL	MD	21403	01	0018	BEASLEY, E
1035	(410) 752-2919	214-216 N LEXINGTON	BALTIMORE	BALTIMORE		21201	01	0018	BEASLEY, E
1075	(410) 732-4413	3812 EASTERN AVE.	BALTIMORE	BALTIMORE		21224	01	0018	BEASLEY, E
1079	(410) 744-1422	5305 BALTIMORE NATL PIKE	BALTIMORE	BALTIMORE		21229	01	0018	BEASLEY, E
1081	(410) 837-4474	11 E. BALTIMORE ST.	BALTIMORE	BALTIMORE		21202	01	0018	BEASLEY, E
1107	(410) 764-3445	6852 REISTERSTOWN RD.	BALTIMORE	BALTIMORE		21215	01	0018	BEASLEY, E
1117	(410) 732-2055	529 S. BROADWAY	BALTIMORE	BALTIMORE		21231	01	0018	BEASLEY, E
1137	(410) 687-3319	1814-1820 EARHART RD.	BALTIMORE	BALTIMORE		21221	01	0018	BEASLEY, E
1212	(410) 668-5544	9613 HARFORD RD	BALTIMORE	BALTIMORE		21234	01	0018	BEASLEY, E
1274	(410) 256-2844	8669 BELAIR RD.	BALTIMORE	BALTIMORE		21236	01	0018	BEASLEY, E
2708	(410) 284-3530	7930 EASTERN BLVD.	BALTIMORE	BALTIMORE		21224	01	0018	BEASLEY, E
1275	(410) 228-9030	626 SUNBURST HWY	CAMBRIDGE	DORCHESTER		21613	01	0018	BEASLEY, E
1044	(301) 724-5025	133 BALTIMORE ST.	CUMBERLAND	ALLEGANY		21502	01	0016	MC MICHAEL, B
1214	(410) 676-6100	1914-1916 PULASKI HWY	EDGEWOOD	HARFORD		21040	01	0018	BEASLEY, E
1018	(410) 877-7887	2315 C-B BELAIR ROAD	FALLSTON	HARFORD		21047	01	0018	BEASLEY, E
1164	(301) 662-6510	RT. 40 WEST	FREDERICK	FREDERICK		21702	01	0016	MC MICHAEL, B
1036	(301) 790-0294	60-64 N. WASHINGTON	HAGERSTOWN	WASHINGTON		21740	01	0016	MC MICHAEL, B
1199	(301) 797-8400	607 DUAL HWY	HAGERSTOWN	WASHINGTON		21740	01	0016	MC MICHAEL, B
1226	(301) 582-2325	HALFWAY BLVD. VALLEY MALL	HAGERSTOWN	WASHINGTON		21740	01	0016	MC MICHAEL, B
1220	(410) 239-3750	2320-C HANOVER PIKE	HAMPSTEAD	CARROLL		21074	01	0016	MC MICHAEL, B
2728	(301) 729-1004	1228 NATIONAL HWY	LA VALE	ALLEGANY		21502	01	0016	MC MICHAEL, B
2733	(410) 987-5244	661 OLD MILL RD.	MILLERSVILLE	ANNE ARUNDEL		21108	01	0018	BEASLEY, E
1102	(301) 334-8182	RT. 136 - MIDTOWN PLAZA	OAKLAND	GARRETT		21550	01	0016	MC MICHAEL, B
1017	(410) 437-6450	4117 MOUNTAIN RD.	PASADENA	ANNE ARUNDEL		21122	01	0018	BEASLEY, E
2730	(410) 651-2888	RT 13 MT VERNON RD	PRINCESS ANN	SOMERSET		21853	01	0018	BEASLEY, E
2707	(410) 781-4720	1438 LIBERTY RD	SYKESVILLE	CARROLL		21784	01	0016	MC MICHAEL, B
1170	(410) 756-2548	530 E. BALTIMORE ST	TANEYTOWN	CARROLL		21787	01	0016	MC MICHAEL, B
1129	(410) 828-0708	913 TAYLOR AVE.	TOWSON	BALTIMORE		21204	01	0018	BEASLEY, E
1211	(301) 359-3051	ST RT 135 TRI-TOWNS PLAZA S/C	WESTERNPORT	ALLEGANY		21562	01	0016	MC MICHAEL, B

BOOK 580 PAGE 511

Exhibit A **to Financing Statement Naming:**

SOPCO, Inc., an Ohio corporation,
as Debtor

and

**The CIT Group/Business Credit, Inc., as Senior Loan Agent,
as Secured Party**

This Financing Statement covers all of the Debtor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Debtor now has or hereafter acquires an interest and wherever the same may be located (the "Collateral"):

(i) all inventory in all of its forms, including, but not limited to, (a) all goods held by the Debtor for sale or lease or to be furnished under contracts of service or so leased or furnished, (b) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of inventory or otherwise used or consumed in the Debtor's business, (c) all goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind, and (d) all goods which are returned to or repossessed by the Debtor, all additions and accessions thereto, and products thereof and documents and replacements therefor (all such inventory, additions, accessions, products, replacements and documents being the "Inventory");

(ii) all accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations of any kind now or hereafter existing arising out of or in connection with the sale or lease of goods constituting Collateral or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations, except for the Pledged Collateral (as defined in the Subsidiary Pledge and Security Agreement contemplated by the Confirmation Order approved by the United States Bankruptcy Court for the Northern District of Ohio on March 13, 1992, by and among the Debtor, certain of its affiliates and IBJ Schroder Bank & Trust Company and Max Volmar, as Collateral Trustees);

(iii) all prescription files and all books, records, ledger cards, files, correspondence, customer lists, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(iv) the Depositary Accounts, the Lockbox Accounts, the Concentration Account, the Cash Collateral Account (each as defined in the Working Capital Credit Agreement (the "Credit Agreement") contemplated by the Confirmation Order approved by the United States Bankruptcy Court for the Northern District of Ohio on March 13, 1992, by and among the Debtor, the financial institutions party thereto (the "Lenders") and the Secured Party, as senior loan agent for the Lenders) and any other deposit account or other account established or maintained from time to time in connection with the transactions contemplated by the Credit Agreement, all other deposit accounts, bank accounts, and all cash, certificates, instruments and other property from time to time therein and all certificates and instruments, if any, from time to time representing or evidencing the same; and

(v) the following documents and things in the Debtor's possession, or subject to the Debtor's right to possession, relating to (a) all trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and/or other source and/or business identifiers and applications pertaining thereto that are owned and used by the Debtor in its business, or as the Debtor may in the future adopt and so use (collectively, the "Trademarks"), (b) all registrations that have been or may hereafter be issued or applied for thereon in the United States, any state thereof and in foreign countries (the "Registrations"), and (c) all common law and other rights in and to the Trademarks in the United States, any state thereof and in foreign countries ("Trademark Rights"), in each case, to the extent relating to (I) the production, sale and delivery by the Debtor, or any affiliate, licensee or subcontractor of the Debtor, of any Inventory sold or delivered by or under the authority of the Debtor, which Inventory shall be deemed to include, without limitation, Inventory sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights, or (II) any retail or other merchandising operations of any Inventory conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by the Debtor or any affiliate, licensee or subcontractor of the Debtor:

(1) all lists and ancillary documents that identify and describe any of the Debtor's customers, or those of its affiliates, licensees or subcontractors, for

those of its affiliates, licensees or subcontractors, for any Inventory delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, any prescription files, lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of any natural person(s), corporation(s), limited partnership(s), general partnership(s), joint stock companies, joint venture(s), association(s), companies, trust(s), bank(s), trust companies, land trust(s), business trust(s), or other organization(s), whether or not legal entities, and government(s), agencies and political subdivision(s) thereof having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by the Debtor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the pattern of such purchases; and

(2) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(3) all documents which reveal the name and address of any sources of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(4) all documents constituting or concerning the then current or proposed advertising and promotion by the Debtor or its affiliates, licensees or subcontractors of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services; and

(vi) all proceeds of any and all of the foregoing Collateral including, without limitation, proceeds which constitute property of the types described in clauses (i) through (v) above and, to the extent not otherwise included, all (a) payments under insurance (whether or not the Secured Party is the loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and (b) cash;

in each case, howsoever the Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise); providad, however, that the security interest hereunder in any cash shall not attach to cash which constitutes Net Cash Proceeds of Asset Sales (as defined in the Credit Agreement) of property which is not otherwise Collateral.

STATE OF MARYLAND

Anne Arundel Cty., MD

FINANCING STATEMENT FORM UCC-1 BOOK 580 PAGE 516

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. $1,653,961

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

***Recordation Tax in the amount of $5,458.20 was paid at State Dept. of Assessments & Taxation on 5/20/92

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

286418

Name Revco D.S, Inc., a Delaware corporation

Address 1925 Enterprise Parkway, Twinsburg, OH 44087 (See attached Schedule I for add'l addresses)

2. SECURED PARTY

Name Max Volmar, Indiv. Trustee and IBJ Schroder Bank & Trust Company, Corporate Trustee, as Trustees under Collateral Trust Agreement

Address 1 State Street, New York, NY 10004 (for Corp. Trustee corresp., add: Corp. Trust Dept.)

RECORD FEE 11.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See attached Exhibit A.

Name and address of Assignee

#663800 C603 R04 T12:38

05/22/92

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)

XX (Proceeds of collateral are also covered)

XX (Products of collateral are also covered)

Revco D.S., Inc., a Delaware corporation

By: _____
(Signature of Debtor)

Jack A. Staph
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Max Volmar, Individual Trustee
IBJ Schroder Bank & Trust Company, Corporate Trustee

By: _____
(Signature of Secured Party)

_____
Type or Print Above Signature on Above Line

DEBTOR: Revco D.S., Inc., a Delaware corporation

SECURED PARTY: Max Volmar and IBJ Schroder Bank & Trust Company, trustees under the Collateral Trust Agreement dated ~~xxxx xx xxxx~~ xxxxxxxxxxxxxxxx.

CALCULATION OF MARYLAND
RECORDATION TAX

To: Maryland Department of Assessments and Taxation

1.	Value of property in Maryland		$9,149,419
2.	Value of exempt personal property in Maryland:		
	a. Inventory	$6,054,470	
	b. Accounts Receivable	814,973	6,869,443
3.	Value of collateral in Maryland Line 1 - Line 2		2,279,976
4.	Value of All Collateral		539,321.000
5.	Ratio of Maryland collateral Line 3 ÷ Line 4		.423%
6.	Total indebtedness		391,239,112
7.	Taxable secured Maryland Indebtedness Line 6 X Line 5		1,653,961
8.	Tax Paid Line 5 X $1.65/$500		$5,458

Revco D.S., Inc.

Debtor

By: _____

Title: Vice President

Schedule I

STORE	TELEPHONE	CITY	COUNTY	STATE	ZIP	ADDRESS	REGN	DIST	DISTRICT MANAGER
1225	(410) 268-7688	ANNAPOLIS	ANNE ARUNDEL	MD	21403	121 HILLSMERE DR	01	0018	BEASLEY, E
1035	(410) 752-2919	BALTIMORE	BALTIMORE		21201	214-216 N LEXINGTON	01	0018	BEASLEY, E
1075	(410) 732-4413	BALTIMORE	BALTIMORE		21224	3812 EASTERN AVE.	01	0018	BEASLEY, E
1079	(410) 744-1422	BALTIMORE	BALTIMORE		21229	5305 BALTIMORE NATL PIKE	01	0018	BEASLEY, E
1081	(410) 837-4474	BALTIMORE	BALTIMORE		21202	11 E. BALTIMORE ST.	01	0018	BEASLEY, E
1107	(410) 764-3445	BALTIMORE	BALTIMORE		21215	6852 REISTERSTOWN RD.	01	0018	BEASLEY, E
1117	(410) 732-2055	BALTIMORE	BALTIMORE		21231	529 S. BROADWAY	01	0018	BEASLEY, E
1137	(410) 687-3319	BALTIMORE	BALTIMORE		21221	1814-1820 EARHART RD.	01	0018	BEASLEY, E
1212	(410) 668-5544	BALTIMORE	BALTIMORE		21234	9613 HARFORD RD	01	0018	BEASLEY, E
1274	(410) 256-2044	BALTIMORE	BALTIMORE		21236	8669 BELAIR RD.	01	0018	BEASLEY, E
2708	(410) 284-3530	BALTIMORE	BALTIMORE		21224	7930 EASTERN BLVD.	01	0018	BEASLEY, E
1275	(410) 228-9030	CAMBRIDGE	DORCHESTER		21613	626 SUNBURST HWY	01	0016	MC MICHAEL, B
1044	(301) 724-5025	CUMBERLAND	ALLEGANY		21502	133 BALTIMORE ST.	01	0018	BEASLEY, E
1214	(410) 676-6100	EDGEWOOD	HARFORD		21040	1914-1916 PULASKI HWY	01	0018	BEASLEY, E
1018	(410) 877-7867	FALLSTON	HARFORD		21047	2315 C-8 BELAIR ROAD	01	0016	MC MICHAEL, B
1164	(301) 662-6510	FREDERICK	FREDERICK		21702	RT. 40 WEST	01	0016	MC MICHAEL, B
1036	(301) 790-0294	HAGERSTOWN	WASHINGTON		21740	60-64 W. WASHINGTON	01	0016	MC MICHAEL, B
1199	(301) 797-8400	HAGERSTOWN	WASHINGTON		21740	607 DUAL HWY	01	0016	MC MICHAEL, B
1226	(301) 582-2325	HAGERSTOWN	WASHINGTON		21740	HALFWAY BLVD. VALLEY MALL	01	0016	MC MICHAEL, B
1220	(410) 239-3750	HAMPSTEAD	CARROLL		21074	2320-C HANOVER PIKE	01	0016	MC MICHAEL, B
2728	(301) 729-1004	LA VALE	ALLEGANY		21502	1228 NATIONAL HWY	01	0016	MC MICHAEL, B
2733	(410) 987-5244	MILLERSVILLE	ANNE ARUNDEL		21108	661 OLD MILL RD.	01	0018	BEASLEY, E
1102	(301) 334-8182	OAKLAND	GARRETT		21550	RT. 135 - MIDTOWN PLAZA	01	0016	MC MICHAEL, B
1017	(410) 437-6450	PASADENA	ANNE ARUNDEL		21122	4117 MOUNTAIN RD.	01	0018	BEASLEY, E
2730	(410) 651-2808	PRINCESS ANN	SOMERSET		21853	RT 13 MT VERNON RD	01	0018	BEASLEY, E
2707	(410) 781-4720	SYKESVILLE	CARROLL		21784	1438 LIBERTY RD	01	0016	MC MICHAEL, B
1170	(410) 756-2548	TANEYTOWN	CARROLL		21787	530 E. BALTIMORE ST	01	0016	MC MICHAEL, B
1129	(410) 828-0708	TOWSON	BALTIMORE		21204	913 TAYLOR AVE.	01	0018	BEASLEY, E
1211	(301) 359-3051	WESTERNPORT	ALLEGANY		21562	ST RT 135 TRI-TOWNS PLAZA S/C	01	0016	MC MICHAEL, B

1/21/92

BOOK 580 PAGE 518

Exhibit A to Borrower's Financing Statements Naming
IBJ SCHRODER BANK & TRUST COMPANY, in its capacity as Corporate Trustee
and **MAX VOLMAR**, in his capacity as Individual Trustee,
as Secured Party

This Financing Statement covers all of the Debtor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Debtor now has or hereafter acquires an interest and wherever the same may be located (the "Collateral"):

(a) all items of "equipment" (such term being used as defined in Article 9 of the Uniform Commercial Code in effect in the State of New York (the "Code")) in all of its forms, all fixtures and all parts thereof and all additions and accessions thereto, and replacements therefor (any and all such equipment, fixtures, parts, additions, accessions and replacements being the "Equipment");

(b) all inventory in all of its forms, including, but not limited to, (i) all goods held by the Debtor for sale or lease or to be furnished under contracts of service or so leased or furnished, (ii) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of inventory or otherwise used or consumed in the Debtor's business, (iii) all goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind and (iv) all goods which are returned to or repossessed by the Debtor, and all additions and accessions thereto and products thereof and documents and replacements therefor (all such inventory, additions, accessions, products, replacements and documents being the "Inventory");

(c) all accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations of any kind now or hereafter existing arising out of or in connection with the sale or lease of goods constituting Collateral (as such term is defined in the Borrower Security Agreement contemplated by the Confirmation Order approved by the United States Bankruptcy Court for the Northern District of Ohio on March 13, 1992, by and between the Debtor and The CIT Group/Business Credit, Inc., as Senior Loan Agent) or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations, except for the Pledged Collateral (as defined in subparagraph (j) below); any and all such rights and claims to the payment or receipt of money or other forms of consideration being the "Receivables" and any and all such leases, security agreements and other contracts being the "Related Contracts");

(d) all prescription files and all books, records, ledger cards, files, correspondence, customer lists, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(e) all plant fixtures, business fixtures and other fixtures and storage and office facilities, and all additions and accessions thereto and replacements thereof and products thereof;

(f) all trademarks, trade names, business names, patents and copyrights of the Debtor;

(g) all deposit accounts, including, without limitation, deposit accounts maintained with the Collateral Trustees, bank accounts, and all cash, certificates, instruments and other property from time to time therein and all certificates and instruments, if any, from time to time representing or evidencing the same;

(h) the following documents and things in the Debtor's possession, or subject to the Debtor's right to possession, relating to (i) all trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto that are owned and used by the Debtor in its business, or as the Debtor may in the future adopt and so use (collectively, the "Trademarks"), (ii) all registrations that have been or may hereafter be issued or applied for thereon in the United States, any state thereof and in foreign countries (the "Registrations"), and (iii) all common law and other rights in and to the Trademarks in the United States, any state thereof and in foreign countries ("Trademark Rights"), which products and services shall, for the purposes of this Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights, in each case relating to (A) the production, sale and delivery by the Debtor, or any affiliate licensee or subcontractor of the Debtor, of any Inventory sold or delivered by or under the authority of the Debtor, of any Inventory sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights, or (B) any retail or other merchandising operations of any Inventory conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by the Debtor or any affiliate, licensee or subcontractor of the Debtor:

(1) all lists and ancillary documents that identify and describe any of the Debtor's customers, or those of its affiliates, licensees or subcontractors, for any Inventory delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, any prescription files, lists and ancillary documents that contain a customer's

name and address, the name and address of any of its warehouses, branches or other places of business, the identity of any natural person(s), corporation(s), limited partnership(s), general partnership(s), joint stock companies, joint venture(s), association(s), companies, trust(s), or other organization(s), whether or not legal entities, and government(s), agencies and political subdivision(s) thereof having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by the Debtor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the pattern of such purchases; and

(2) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(3) all documents which reveal the name and address of any sources of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(4) all documents constituting or concerning the then current or proposed advertising and promotion by the Debtor or its affiliates, licensees or subcontractors of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

(i) the leases and agreements listed on Schedule I to the Borrower Pledge and Security Agreement contemplated by the Confirmation Order approved by the United States Bankruptcy Court for the Northern District of Ohio on March 13, 1992, by and between the Debtor and the Collateral Trustees (from time to time, as said leases and agreements may be amended, supplemented, restated or otherwise modified from time to time, referred to herein individually as an "Assigned Agreement" and collectively as the "Assigned Agreements") including, without limitation, (i) all rights of the Debtor to receive moneys due or to become due under or pursuant to the Assigned Agreements, (ii) all rights of the Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of the Debtor for damages arising out of breach of any default under the Assigned Agreements and (iv) the right of the Debtor to terminate, amend, supplement or modify the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all rights and remedies thereunder;

(j) all of the following (the "Pledged Collateral"):

(i) the shares of stock or other securities described in Part I of Schedule I hereto now or hereafter acquired by the Debtor (the "Pledged Shares"), including, without limitation, the stock or other securities issued by the corporations or other persons named therein and all additional shares of stock of any issuer of the Pledged Shares from time to time acquired by the Debtor in any manner and the certificates representing the Pledged Shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Shares;

(ii) the indebtedness (the "Pledged Debt") described in Part II of Schedule I hereto issued by the obligors named therein and the instruments evidencing the Pledged Debt, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Debt;

(iii) all additional indebtedness (other than Receivables and indebtedness under any Related Contracts, which are subject to subparagraph (c) above) from time to time owed to the Debtor by any obligor of the Pledged Debt and the instruments evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness;

(k) all accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations of any kind now or hereafter existing other than Receivables and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations other than the Related Contracts and other than the Pledged Collateral;

(l) all documents and things in the Debtor's possession, or subject to the Debtor's right to possession, relating to (i) the Trademarks, (ii) the Registrations and (iii) the Trademark Rights, in each case other than the documents and things described in paragraph (h) above; and

(m) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds which constitute property of the types described in clauses (a) through (l) above) and, to the extent not otherwise included, all (1) payments under insurance (whether or not the Collateral Trustees are the loss payees thereof), or any indemnity, warranty or guaranty, payable by reason of loss

or damage to or otherwise with respect to any of the foregoing Collateral and (2) cash, in each case, howsoever the Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise); provided, that the security interest hereunder in any cash shall not attach to cash which constitutes cash proceeds of sales of assets which are not otherwise Collateral.

SCHEDULE I

Part I - Pledged Shares

CORPORATION NAME	STATE OF INC.	NUMBER OF SHARES PLEDGED*
Odd Lot Trading, Inc.	NY	1,000
M.S.C. of East St. Louis, Inc.	OH	100
Odd Lot Parent Corporation	DE	1,000
Twinsburg Claims, Inc.	OH	100
Revco Discount Drug Centers, Inc.	MI	18,400
Admar, Inc.	MI	100
Pharmacy Holding, Inc.	OH	500
Retrac, Inc.	OH	100
Revco Convalescent Aids, Inc.	OH	100
Revco Mail Service Pharmacy, Inc.	OH	100

Part II - Pledged Debt

The Debtor is owed $498,073.50 under a promissory note, dated June 30, 1987, delivered by Waco International Corporation. The promissory note is the subject of a claim currently pending in the Bankruptcy Court and is subject to possible offset based on the final resolution of the claim.

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*All of the shares listed are shares of common stock.

STATE OF MARYLAND

Anne Arundel Cty., MD

FINANCING STATEMENT BOOK UCC 580 PAGE 525

286419

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ -0-

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Revco Discount Drug Centers, Inc., a Michigan corporation

Address 1925 Enterprise Parkway, Twinsburg, OH 44087
(See attached Schedule I for add'l addresses)

2. SECURED PARTY

Name Max Volmar, Indiv. Trustee and IBJ Schroder Bank & Trust Company, Corporate Trustee, as Trustees under Collateral Trust Agreement

Address 1 State Street, New York, NY 10004 (for Corp. Trustee corresp., add: Corp. Trust Dept.)

Person And Address To Whom Statement Is To Be Returned 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 Exhibit A.

RECORD FEE 37.00
POSTAGE .50

Name and address of Assignee

05/22/97

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If 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)

XX (Products of collateral are also covered)

Revco Discount Drug Centers, Inc.,
a Michigan corporation

By: _____
(Signature of Debtor)

Jack A. Staph
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

_____
Max Volmar, Individual Trustee
IBJ Schroder Bank & Trust Company, Corporate Trustee

By: _____
(Signature of Secured Party)

EMMA ALAGNA
Type or Print Above Signature on Above Line

DEBTOR: Revco Discount Drug Centers, Inc. a Michigan corporation

SECURED PARTY: Max Volmar and IBJ Schroder Bank & Trust Company, trustees under the Collateral Trust Agreement dated

CALCULATION OF MARYLAND
RECORDATION TAX

To: Maryland Department of Assessments and Taxation

1.	Value of property in Maryland		$9,149,419
2.	Value of exempt personal property in Maryland:		
	a. Inventory	$6,054,470	
	b. Accounts Receivable	814,973	6,869,443
3.	Value of collateral in Maryland Line 1 - Line 2		2,279,976
4.	Value of All Collateral		539,321.000
5.	Ratio of Maryland collateral Line 3 ÷ Line 4		.423%
6.	Total indebtedness		391,239,112
7.	Taxable secured Maryland Indebtedness Line 6 X Line 5		1,653,961
8.	Tax Paid Line 5 X $1.65/$500		$5,458

Revco D.S., Inc.

Debtor

By: _____

Title: Vice President

1/21/92

BOOK 580 PAGE 527

Schedule I

STORE	TELEPHONE	ADDRESS	CITY	COUNTY	STATE	ZIP	REGN	DIST	DISTRICT MANAGER
1225	(410) 268-7688	121 HILLSMERE DR	ANNAPOLIS	ANNE ARUNDEL	MD	21403	01	0018	BEASLEY, E
1035	(410) 752-2919	214-216 W LEXINGTON	BALTIMORE	BALTIMORE		21201	01	0018	BEASLEY, E
1075	(410) 732-4413	3812 EASTERN AVE.	BALTIMORE	BALTIMORE		21224	01	0018	BEASLEY, E
1079	(410) 744-1422	5305 BALTIMORE NATL PIKE	BALTIMORE	BALTIMORE		21229	01	0018	BEASLEY, E
1081	(410) 837-4474	11 E. BALTIMORE ST.	BALTIMORE	BALTIMORE		21202	01	0018	BEASLEY, E
1107	(410) 764-3445	6852 REISTERSTOWN RD.	BALTIMORE	BALTIMORE		21215	01	0018	BEASLEY, E
1117	(410) 732-2055	529 S. BROADWAY	BALTIMORE	BALTIMORE		21231	01	0018	BEASLEY, E
1137	(410) 687-3319	1814-1820 EARHART RD.	BALTIMORE	BALTIMORE		21221	01	0018	BEASLEY, E
1212	(410) 668-5544	9613 HARFORD RD	BALTIMORE	BALTIMORE		21234	01	0018	BEASLEY, E
1274	(410) 256-2844	8669 BELAIR RD.	BALTIMORE	BALTIMORE		21236	01	0018	BEASLEY, E
2708	(410) 284-3530	7930 EASTERN BLVD.	BALTIMORE	BALTIMORE		21224	01	0018	BEASLEY, E
1275	(410) 228-9030	626 SUNBURST HWY	CAMBRIDGE	DORCHESTER		21613	01	0018	BEASLEY, E
1044	(301) 724-5025	133 BALTIMORE ST.	CUMBERLAND	ALLEGANY		21502	01	0016	MC MICHAEL, B
1214	(410) 676-6100	1914-1916 PULASKI HWY	EDGEWOOD	HARFORD		21040	01	0018	BEASLEY, E
1018	(410) 877-7887	2315 C-8 BELAIR ROAD	FALLSTON	HARFORD		21047	01	0018	BEASLEY, E
1164	(301) 662-6510	RT. 40 WEST	FREDERICK	FREDERICK		21702	01	0016	MC MICHAEL, B
1036	(301) 790-0294	60-64 W. WASHINGTON	HAGERSTOWN	WASHINGTON		21740	01	0016	MC MICHAEL, B
1199	(301) 797-8400	607 DUAL HWY	HAGERSTOWN	WASHINGTON		21740	01	0016	MC MICHAEL, B
1226	(301) 582-2325	HALFWAY BLVD. VALLEY MALL	HAGERSTOWN	WASHINGTON		21740	01	0016	MC MICHAEL, B
1220	(410) 239-3750	2320-C HANOVER PIKE	HAMPSTEAD	CARROLL		21074	01	0016	MC MICHAEL, B
2728	(301) 729-1004	1228 NATIONAL HWY	LA VALE	ALLEGANY		21502	01	0016	MC MICHAEL, B
2733	(410) 987-5244	661 OLD MILL RD.	MILLERSVILLE	ANNE ARUNDEL		21108	01	0018	BEASLEY, E
1102	(301) 334-8182	RT. 135 - MIDTOWN PLAZA	OAKLAND	GARRETT		21550	01	0016	MC MICHAEL, B
1017	(410) 437-6450	4117 MOUNTAIN RD.	PASADENA	ANNE ARUNDEL		21122	01	0018	BEASLEY, E
2730	(410) 651-2888	RT 13 MT VERNON RD	PRINCESS ANN	SOMERSET		21853	01	0018	BEASLEY, E
2707	(410) 781-4720	1438 LIBERTY RD	SYKESVILLE	CARROLL		21784	01	0016	MC MICHAEL, B
1170	(410) 756-2548	530 E. BALTIMORE ST	TANEYTOWN	CARROLL		21787	01	0016	MC MICHAEL, B
1129	(410) 828-0708	913 TAYLOR AVE.	TOWSON	BALTIMORE		21204	01	0018	BEASLEY, E
1211	(301) 359-3051	ST RT 135 TRI-TOWNS PLAZA S/C	WESTERNPORT	ALLEGANY		21562	01	0016	MC MICHAEL, B

Exhibit A to Subsidiaries' Financing Statements Naming
IBJ SCHRODER BANK & TRUST COMPANY, in its capacity as Corporate Trustee
and **MAX VOLMAR**, in his capacity as Individual Trustee,
as Secured Party

This Financing Statement covers all of the Debtor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Debtor now has or hereafter acquires an interest and wherever the same may be located (the "Collateral"):

(a) all items of "equipment" (such term being used as defined in Article 9 of the Uniform Commercial Code in effect in the State of New York (the "Code")) in all of its forms, all fixtures and all parts thereof and all additions and accessions thereto, and replacements therefor (any and all such equipment, fixtures, parts, additions, accessions and replacements being the "Equipment");

(b) all inventory in all of its forms, including, but not limited to, (i) all goods held by the Debtor for sale or lease or to be furnished under contracts of service or so leased or furnished, (ii) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of inventory or otherwise used or consumed in the Debtor's business, (iii) all goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind and (iv) all goods which are returned to or repossessed by the Debtor, and all additions and accessions thereto and products thereof and documents and replacements therefor (all such inventory, additions, accessions, products, replacements and documents being the "Inventory");

(c) all accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations of any kind now or hereafter existing arising out of or in connection with the sale or lease of goods constituting Collateral (as such term is defined in the Borrower Security Agreement contemplated by the Confirmation Order approved by the United States Bankruptcy Court for the Northern District of Ohio on March 13, 1992, by and between the Debtor and The CIT Group/Business Credit, Inc., as Senior Loan Agent) or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations, except for the Pledged Collateral (as defined in subparagraph (j) below); any and all such rights and claims to the payment or receipt of money or other forms of consideration being the "Receivables" and any and all such leases, security agreements and other contracts being the "Related Contracts");

(d) all prescription files and all books, records, ledger cards, files, correspondence, customer lists, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(e) all plant fixtures, business fixtures and other fixtures and storage and office facilities, and all additions and accessions thereto and replacements thereof and products thereof;

(f) all trademarks, trade names, business names, patents and copyrights of the Debtor;

(g) all deposit accounts, including, without limitation, deposit accounts maintained with the Collateral Trustees, bank accounts, and all cash, certificates, instruments and other property from time to time therein and all certificates and instruments, if any, from time to time representing or evidencing the same;

(h) the following documents and things in the Debtor's possession, or subject to the Debtor's right to possession, relating to (i) all trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto that are owned and used by the Debtor in its business, or as the Debtor may in the future adopt and so use (collectively, the "Trademarks"), (ii) all registrations that have been or may hereafter be issued or applied for thereon in the United States, any state thereof and in foreign countries (the "Registrations"), and (iii) all common law and other rights in and to the Trademarks in the United States, any state thereof and in foreign countries ("Trademark Rights"), which products and services shall, for the purposes of this Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights, in each case relating to (A) the production, sale and delivery by the Debtor, or any affiliate licensee or subcontractor of the Debtor, of any Inventory sold or delivered by or under the authority of the Debtor, of any Inventory sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights, or (B) any retail or other merchandising operations of any Inventory conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by the Debtor or any affiliate, licensee or subcontractor of the Debtor:

(1) all lists and ancillary documents that identify and describe any of the Debtor's customers, or those of its affiliates, licensees or subcontractors, for any Inventory delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, any prescription files, lists and ancillary documents that contain a customer's

name and address, the name and address of any of its warehouses, branches or other places of business, the identity of any natural person(s), corporation(s), limited partnership(s), general partnership(s), joint stock companies, joint venture(s), association(s), companies, trust(s), or other organization(s), whether or not legal entities, and government(s), agencies and political subdivision(s) thereof having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by the Debtor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the pattern of such purchases; and

(2) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(3) all documents which reveal the name and address of any sources of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(4) all documents constituting or concerning the then current or proposed advertising and promotion by the Debtor or its affiliates, licensees or subcontractors of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

(i) the leases and agreements listed on Schedule I to the Subsidiary Pledge and Security Agreement contemplated by the Confirmation Order approved by the United States Bankruptcy Court for the Northern District of Ohio on March 13, 1992, by and among the Debtor, the Collateral Trustees and certain other subsidiaries of Revco D.S., Inc. (from time to time, as said leases and agreements may be amended, supplemented, restated or otherwise modified from time to time, referred to herein individually as an "Assigned Agreement" and collectively as the "Assigned Agreements") including, without limitation, (i) all rights of the Debtor to receive moneys due or to become due under or pursuant to the Assigned Agreements, (ii) all rights of the Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of the Debtor for damages arising out of breach of any default under the Assigned Agreements and (iv) the right of the Debtor to terminate, amend, supplement or modify the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all rights and

remedies thereunder;

(j) all of the following (the "Pledged Collateral"):

(i) the shares of stock or other securities described in Part I of Schedule I hereto now or hereafter acquired by the Debtor (the "Pledged Shares"), including, without limitation, the stock or other securities issued by the corporations or other persons named therein and all additional shares of stock of any issuer of the Pledged Shares from time to time acquired by the Debtor in any manner and the certificates representing the Pledged Shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Shares;

(ii) the indebtedness (the "Pledged Debt") described in Part II of Schedule I hereto issued by the obligors named therein and the instruments evidencing the Pledged Debt, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Debt;

(iii) all additional indebtedness (other than Receivables and indebtedness under any Related Contracts, which are subject to subparagraph (c) above) from time to time owed to the Debtor by any obligor of the Pledged Debt and the instruments evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness; and

(k) all accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations of any kind now or hereafter existing other than Receivables and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations other than the Related Contracts and other than the Pledged Collateral;

(l) all documents and things in the Debtor's possession, or subject to the Debtor's right to possession, relating to (i) the Trademarks, (ii) the Registrations and (iii) the Trademark Rights, in each case other than the documents and things described in paragraph (h) above; and

(m) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds which constitute property of the types described in clauses (a) through (l) above) and, to the extent not otherwise included, all (1)

payments under insurance (whether or not the Collateral Trustees are the loss payees thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral and (2) cash, in each case, howsoever the Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise); provided, that the security interest hereunder in any cash shall not attach to cash which constitutes cash proceeds of sales of assets which are not otherwise Collateral.

SCHEDULE I

Part I - Pledged Shares

CORPORATION NAME	STATE OF INC.	NUMBER OF SHARES PLEDGED*
Revco Discount Drug Centers of Cincinnati, Inc.	OH	1,000
Revco Discount Drug Centers, Inc.	OH	100
SOPCO, Inc.	OH	500
White Cross Stores, Inc., No. 14	PA	100

Part II - Pledged Debt

None.

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*All of the shares listed are shares of common stock.

STATE OF MARYLAND

BOOK 580 PAGE 534

Anne Arundel Cty., MD

286420

FINANCING STATEMENT FORM UCC-1

Identifying File No. 6

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ -0-

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SOPCO, Inc., an Ohio corporation

Address 1925 Enterprise Parkway, Twinsburg, OH 44087
(See attached Schedule I for add'l addresses)

2. SECURED PARTY

Name Max Volmar, Indiv. Trustee and IBJ Schroder Bank & Trust Company, Corporate Trustee, as Trustees under Collateral Trust Agreement

Address 1 State Street, New York, NY 10004 (for Corp. Trustee corresp., add: Corp. Trust Dept.)

Person And Address To Whom Statement Is To Be Returned 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 Exhibit A.

RECORD FEE 37.00
POSTAGE .50
#44838 C603 R04 T13:48
05/22/92
MARY H. ROSE
AA CO. CIRCUIT COURT

Name and address of A

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

SOPCO, Inc., an Ohio corporation

By: Jack A. Staph
(Signature of Debtor)

Jack A. Staph
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Max Volmar, Individual Trustee
IBJ Schroder Bank & Trust Company, Corporate Trustee

By: _____
(Signature of Secured Party)

Emma Colacco
Type or Print Above Signature on Above Line

37.50

DEBTOR: Sopco Inc., an Ohio corporation

SECURED PARTY: Max Volmar and IBJ Schroder Bank & Trust Company, trustees under the Collateral Trust Agreement ~~dated~~ ~~as amended~~

CALCULATION OF MARYLAND
RECORDATION TAX

To: Maryland Department of Assessments and Taxation

1.	Value of property in Maryland		$9,149,419
2.	Value of exempt personal property in Maryland:		
	a. Inventory	$6,054,470	
	b. Accounts Receivable	814,973	6,869,443
3.	Value of collateral in Maryland Line 1 - Line 2		2,279,976
4.	Value of All Collateral		539,321.000
5.	Ratio of Maryland collateral Line 3 ÷ Line 4		.423%
6.	Total indebtedness		391,239,112
7.	Taxable secured Maryland Indebtedness Line 6 X Line 5		1,653,961
8.	Tax Paid Line 5 X $1.65/$500		$5,458

Revco D.S., Inc.

Debtor

By: _____

Title: Vice President

1/21/92

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Schedule I

STORE	TELEPHONE	ADDRESS	CITY	COUNTY	STATE	ZIP	REGN	DIST	DISTRICT MANAGER
1225	(410) 268-7688	121 MILLSMERE DR	ANNAPOLIS	ANNE ARUNDEL	MD	21403	01	0018	BEASLEY, E
1035	(410) 752-2919	214-216 W LEXINGTON	BALTIMORE	BALTIMORE		21201	01	0018	BEASLEY, E
1076	(410) 732-4413	3812 EASTERN AVE.	BALTIMORE	BALTIMORE		21224	01	0018	BEASLEY, E
1079	(410) 744-1422	5305 BALTIMORE NATL PIKE	BALTIMORE	BALTIMORE		21229	01	0018	BEASLEY, E
1081	(410) 837-4474	11 E. BALTIMORE ST.	BALTIMORE	BALTIMORE		21202	01	0018	BEASLEY, E
1107	(410) 764-3445	6852 REISTERSTOWN RD.	BALTIMORE	BALTIMORE		21215	01	0018	BEASLEY, E
1117	(410) 732-2055	529 S. BROADWAY	BALTIMORE	BALTIMORE		21231	01	0018	BEASLEY, E
1137	(410) 687-3319	1814-1820 EARHART RD.	BALTIMORE	BALTIMORE		21221	01	0018	BEASLEY, E
1212	(410) 668-5544	9613 HARFORD RD	BALTIMORE	BALTIMORE		21234	01	0018	BEASLEY, E
1274	(410) 256-2844	8669 BELAIR RD.	BALTIMORE	BALTIMORE		21236	01	0018	BEASLEY, E
2708	(410) 284-3530	7930 EASTERN BLVD.	BALTIMORE	BALTIMORE		21224	01	0018	BEASLEY, E
1275	(410) 228-9030	626 SUBURBAN HWY	CAMBRIDGE	DORCHESTER		21613	01	0018	BEASLEY, E
1044	(301) 724-5025	133 BALTIMORE ST.	CUMBERLAND	ALLEGANY		21502	01	0016	MC MICHAEL, B
1214	(410) 676-6100	1914-1916 PULASKI HWY	EDGEWOOD	HARFORD		21040	01	0018	BEASLEY, E
1018	(410) 877-7887	2315 C-8 BELAIR ROAD	FALLSTON	HARFORD		21047	01	0018	BEASLEY, E
1164	(301) 662-6510	RT. 40 WEST	FREDERICK	FREDERICK		21702	01	0016	MC MICHAEL, B
1036	(301) 790-0294	60-64 W. WASHINGTON	HAGERSTOWN	WASHINGTON		21740	01	0016	MC MICHAEL, B
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1226	(301) 582-2325	HALFWAY BLVD. VALLEY MALL	HAGERSTOWN	WASHINGTON		21740	01	0016	MC MICHAEL, B
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2728	(301) 729-1004	1228 NATIONAL HWY	LA VALE	ALLEGANY		21502	01	0016	MC MICHAEL, B
2733	(410) 987-5244	661 OLD MILL RD.	MILLERSVILLE	ANNE ARUNDEL		21108	01	0018	BEASLEY, E
1102	(301) 334-8182	RT. 135 - MIDTOWN PLAZA	OAKLAND	GARRETT		21550	01	0016	MC MICHAEL, B
1017	(410) 437-6450	4117 MOUNTAIN RD.	PASADENA	ANNE ARUNDEL		21122	01	0018	BEASLEY, E
2730	(410) 651-2888	RT 13 MT VERNON RD	PRINCESS ANN	SOMERSET		21853	01	0018	BEASLEY, E
2707	(410) 781-4720	1438 LIBERTY RD	SYKESVILLE	CARROLL		21784	01	0016	MC MICHAEL, B
1170	(410) 756-2548	530 E. BALTIMORE ST	TANEYTOWN	CARROLL		21787	01	0016	MC MICHAEL, B
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1211	(301) 359-3051	ST RT 135 TRI-TOWNS PLAZA S/C	WESTERNPORT	ALLEGANY		21562	01	0016	MC MICHAEL, B

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and **MAX VOLMAR**, in his capacity as Individual Trustee,
as Secured Party

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(b) all inventory in all of its forms, including, but not limited to, (i) all goods held by the Debtor for sale or lease or to be furnished under contracts of service or so leased or furnished, (ii) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of inventory or otherwise used or consumed in the Debtor's business, (iii) all goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind and (iv) all goods which are returned to or repossessed by the Debtor, and all additions and accessions thereto and products thereof and documents and replacements therefor (all such inventory, additions, accessions, products, replacements and documents being the "Inventory");

(c) all accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations of any kind now or hereafter existing arising out of or in connection with the sale or lease of goods constituting Collateral (as such term is defined in the Borrower Security Agreement contemplated by the Confirmation Order approved by the United States Bankruptcy Court for the Northern District of Ohio on March 13, 1992, by and between the Debtor and The CIT Group/Business Credit, Inc., as Senior Loan Agent) or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations, except for the Pledged Collateral (as defined in subparagraph (j) below); any and all such rights and claims to the payment or receipt of money or other forms of consideration being the "Receivables" and any and all such leases, security agreements and other contracts being the "Related Contracts");

(d) all prescription files and all books, records, ledger cards, files, correspondence, customer lists, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(e) all plant fixtures, business fixtures and other fixtures and storage and office facilities, and all additions and accessions thereto and replacements thereof and products thereof;

(f) all trademarks, trade names, business names, patents and copyrights of the Debtor;

(g) all deposit accounts, including, without limitation, deposit accounts maintained with the Collateral Trustees, bank accounts, and all cash, certificates, instruments and other property from time to time therein and all certificates and instruments, if any, from time to time representing or evidencing the same;

(h) the following documents and things in the Debtor's possession, or subject to the Debtor's right to possession, relating to (i) all trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto that are owned and used by the Debtor in its business, or as the Debtor may in the future adopt and so use (collectively, the "Trademarks"), (ii) all registrations that have been or may hereafter be issued or applied for thereon in the United States, any state thereof and in foreign countries (the "Registrations"), and (iii) all common law and other rights in and to the Trademarks in the United States, any state thereof and in foreign countries ("Trademark Rights"), which products and services shall, for the purposes of this Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights, in each case relating to (A) the production, sale and delivery by the Debtor, or any affiliate licensee or subcontractor of the Debtor, of any Inventory sold or delivered by or under the authority of the Debtor, of any Inventory sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights, or (B) any retail or other merchandising operations of any Inventory conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by the Debtor or any affiliate, licensee or subcontractor of the Debtor:

(1) all lists and ancillary documents that identify and describe any of the Debtor's customers, or those of its affiliates, licensees or subcontractors, for any Inventory delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, any prescription files, lists and ancillary documents that contain a customer's

name and address, the name and address of any of its warehouses, branches or other places of business, the identity of any natural person(s), corporation(s), limited partnership(s), general partnership(s), joint stock companies, joint venture(s), association(s), companies, trust(s), or other organization(s), whether or not legal entities, and government(s), agencies and political subdivision(s) thereof having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by the Debtor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the pattern of such purchases; and

(2) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(3) all documents which reveal the name and address of any sources of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(4) all documents constituting or concerning the then current or proposed advertising and promotion by the Debtor or its affiliates, licensees or subcontractors of any Inventory sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

(i) the leases and agreements listed on Schedule I to the Subsidiary Pledge and Security Agreement contemplated by the Confirmation Order approved by the United States Bankruptcy Court for the Northern District of Ohio on March 13, 1992, by and among the Debtor, the Collateral Trustees and certain other subsidiaries of Revco D.S., Inc. (from time to time, as said leases and agreements may be amended, supplemented, restated or otherwise modified from time to time, referred to herein individually as an "Assigned Agreement" and collectively as the "Assigned Agreements") including, without limitation, (i) all rights of the Debtor to receive moneys due or to become due under or pursuant to the Assigned Agreements, (ii) all rights of the Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of the Debtor for damages arising out of breach of any default under the Assigned Agreements and (iv) the right of the Debtor to terminate, amend, supplement or modify the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all rights and

remedies thereunder;

(j) all of the following (the "Pledged Collateral"):

(i) the shares of stock or other securities described in Part I of Schedule I hereto now or hereafter acquired by the Debtor (the "Pledged Shares"), including, without limitation, the stock or other securities issued by the corporations or other persons named therein and all additional shares of stock of any issuer of the Pledged Shares from time to time acquired by the Debtor in any manner and the certificates representing the Pledged Shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Shares;

(ii) the indebtedness (the "Pledged Debt") described in Part II of Schedule I hereto issued by the obligors named therein and the instruments evidencing the Pledged Debt, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Debt;

(iii) all additional indebtedness (other than Receivables and indebtedness under any Related Contracts, which are subject to subparagraph (c) above) from time to time owed to the Debtor by any obligor of the Pledged Debt and the instruments evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness; and

(k) all accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations of any kind now or hereafter existing other than Receivables and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles, rights and claims to the payment or receipt of money, other forms of consideration and other obligations other than the Related Contracts and other than the Pledged Collateral;

(l) all documents and things in the Debtor's possession, or subject to the Debtor's right to possession, relating to (i) the Trademarks, (ii) the Registrations and (iii) the Trademark Rights, in each case other than the documents and things described in paragraph (h) above; and

(m) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds which constitute property of the types described in clauses (a) through (l) above) and, to the extent not otherwise included, all (1)

payments under insurance (whether or not the Collateral Trustees are the loss payees thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral and (2) cash, in each case, howsoever the Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise); provided, that the security interest hereunder in any cash shall not attach to cash which constitutes cash proceeds of sales of assets which are not otherwise Collateral.

SCHEDULE I

None.

CDF/01-26-89
9915X (0515X)
SSA-SFC(B)(4)

BOOK 580 PAGE 542 286422

[redacted]

To be recorded
(1) in the Land Records of Anne Arundel County;
(2) in the Financing Statement Records of Anne Arundel County; and
(3) with the State Department of Assessments and Taxation.

Not subject to recordation tax
Principal amount is
$ 150,000.00

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

RECORD FEE 13.00
POSTAGE .50
#453190 CAPP ROZ T12:19
05/22/92
MARY H. ROSE
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Debtor:

The Dempsey Co., Inc.

Mailing Address of Debtor:

2100 Renard Ct.
Annapolis, MD 21401

2. Secured Party:

STERLING BANK & TRUST CO., a bank and trust company tion organized and existing under the law of Maryland,

Address of Secured Party:

Suite 201
111 East Water Street
Baltimore, Maryland 21202

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

13.00

CDF/02-21-89
9794X (514X)
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

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 $ 150,000.00 . 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:

James F. Dempsey

Date: 5/12, 1989

To the Filing Officer: After this Statement has been recorded, please mail the same to:

Kim Leaman, Esq.
8955-A Edmonston Rd
Greenbelt Md 20770

BOOK 580 PAGE 544

CDF/02-21-89
9794X (514X)
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

FINANCING STATEMENT

by

The Dempsey Co., Inc., Debtor

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

Lot Numbered Ten (10) in the subdivision known as "HERMITAGE WOODS" as per plat thereof recorded in Plat Book 138, Folio 5-7 among the Land Records of ANNE ARUNDEL County, Maryland.

Kimberly Leaman

Mail to

580 545

286421

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 RHODE RIVER MARINA

Address 3932 GERMANTOWN RD, EDGEWATER, MD 21037

2. **SECURED PARTY**

Name JOHN DEERE COMPANY

Address 4401 Bland Rd Suite 200

Raleigh N.C. 27609-0533

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

1 NEW JOHN DEERE 855 MFWD TRACTOR 126067

1 USED JOHN DEERE 60" MID MOWER 596222

RECORD FEE 11.00
POSTAGE .50
MAA0160 CASH ROM T14:48
05/22/92

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)**

☐ **(Proceeds of collateral are also covered)**

☐ **(Products of collateral are also covered)**

X Brian PRES

(Signature of Debtor)

RHODE RIVER MARINA - BRIAN COUVERS, PRESIDENT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Judith C Long

Type or Print Above Signature on Above Line

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

Clerk of Court, Anne Arundel County
Financing Statement Records
Court House
7 Church Circle
Annapolis, Maryland 21401

BOOK 580 PAGE 546
286423

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:
FOURTH STREET DESIGN STUDIO, INCORPORATED
483 FOURTH STREET
ANNAPOLIS, MARYLAND 21403

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.

☐

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 $ 10,000.00.

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: John M Kadlec, VP

(Type Name and Title)

DEBTOR: FOURTH STREET DESIGN STUDIO, INC.

PRES.

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

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 580 PAGE 547

DJ

286424

FINANCING STATEMENT

1. Name & Address of Debtor:

OWEN M. TAYLOR
PATRICIA DIAMOND TAYLOR
1304 Harmony Lane
Annapolis, MD 21401

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 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 Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, 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 14.00
POSTAGE .50
[illegible] ROB TORSID
08/26/92
[illegible] ROSE
[illegible] CIRCUIT COURT

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 its development, occupancy and use.

(b) Proceeds of all collateral are covered.

14 -
- 50

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)
OWEN M. TAYLOR

_____ (SEAL)
PATRICIA DIAMOND TAYLOR

Secured Party:

BANK OF ANNAPOLIS

By: _____ (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

taylor.fs2 b005.270

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot Number Twenty-One A (21-A), as shown on the Plat entitled, "Brightleaf, Revised Section One", which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 63, folio 28.

BEING the same property which by deed dated March 13, 1987, and recorded among the Land Records of Anne Arundel County in Liber 4793, folio 712, was granted and conveyed by JOHN J. FONTANELLA and MARY C. FONTANELLA, his wife, unto PATRICIA DIAMOND TAYLOR.

k:\docs\b005.270\taylor.exh

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 580 PAGE 550

FINANCING STATEMENT

286425

1. Name & Address of Debtor: JERRIE R. TSOU
1204 Timber Turn
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 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 Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, 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.

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 its development, occupancy and use.

(b) Proceeds of all collateral are covered.

13 52

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.

BOOK 580 PAGE 551

Debtor:

Jerrie R. Tsou (SEAL)
JERRIE R. TSOU

Secured Party:

BANK OF ANNAPOLIS

By: AGENT (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

tsou.fs2 b005.266

EXHIBIT "A"

PARCEL NO. ONE (1):

BEING KNOWN AND DESIGNATED as Lot Number Forty-Six (46), as shown on the Plat of "The Timbers, formerly Section B, Rupert Manor, Plat Book 40, page 6", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 42, folio 10. The improvements thereon being known as No. 1204 Timber Turn.

BEING the same property which by deed dated October 8, 1990, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 5270, folio 488, was granted and conveyed by PETER C. TSOU and JERRIE R. TSOU unto JERRIE R. TSOU.

PARCEL NO. TWO (2):

BEING KNOWN AND DESIGNATED as Lot Number Thirty-Six (36), Block B, as shown on the Plat of GREENBRIAR, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 48, folio 3. The improvements thereon being known as No. 620 Greenbriar Lane, Annapolis.

BEING the same property which by deed dated October 8, 1990, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 5270, folio 490, was granted and conveyed by PETER C. TSOU and JERRIE TSOU unto JERRIE TSOU.

k:\docs\b005.266\tsou.exh

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 580 PAGE 553

286426

FINANCING STATEMENT

1. Name & Address of Debtor:

BRENWOODE DEVELOPMENT CORPORATION
1290 Bay Dale Drive
Arnold, MD 21012

2. Name & Address of Secured Party:

MICHAEL J. PALENSCAR
2607 Cherry Valley Drive
Marcellus, NY 13108

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 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 Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, 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.

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 its development, occupancy and use.

(b) Proceeds of all collateral are covered.

13.50

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:

BRENWOODE DEVELOPMENT CORPORATION

By: _____ (SEAL)
Ronald C. Shriner

Secured Party:

_____ (SEAL)
MICHAEL J. PALENSCAR

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

bdc.fs2 2334

EXHIBIT "A" - LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lots Numbered One (1) through Twenty-Six (26), as shown on a plat entitled "BRENWOODE OF ST. MARGARETS," which said plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 142, folio 25.

BEING a portion of the same property which, by Deed of even date herewith recorded or intended to be received prior hereto in the aforesaid Land Records, was conveyed by Shriner and Associates, Inc. to Brenwoode Development Corporation.

bdc.exa 2334

#14,515

BOOK 580 PAGE 556

TERMINATION STATEMENT

File Number of original Financing Statement: 241695
Place filed: Financing Records of Anne Arundel County and State Department of Assessments and Taxation

State Department of Assessments and Taxation
Date filed: 3/9/82

Recording Reference: Anne Arundel County 447,369

This statement of termination of financing is presented to a filing officer for filing pursuant to the provisions of Article 9 of the Uniform Commercial Code of the State of Maryland.

1. Name of Debtor: McNelly Optical Company, Inc.
2. Address of Debtor: 703 Giddings Avenue, SuiteL6, Annapolis, MD 21401
3. Name of Secured party: Herbert C. Duffy and Evelyn H. Duffy, his wife
4. Address of Secured party: 217 Owensville Road, West River, MD 20778

The secured party certifies that it no longer claims a security interest under the Financing Statement bearing the number shown above.

Dated this 21 day of May, 1992.

RECORD FEE 10.00
POSTAGE .50
#A39450 C499 R02 T11:12
05/26/92
MARY A. ROSE
AA CO. CIRCUIT COURT

Evelyn H. Duffy
Secured party of record

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I, the undersigned, a Notary Public in and for the State of Maryland, County of Anne Arundel, hereby certify that the foregoing instrument was produced before me in the State of Maryland, County of Anne Arundel, by the secured party named therein, and was acknowledged by Evelyn H. Duffy, its duly authorized officer to be the free and voluntary act of the secured party by its duly authorized officer.

AS WITNESS my hand and Notarial Seal this 21 day of May 1992

Margaret Strandell
Notary Public

My Commission Expires: 4-1-96

0078M

return

DIETZ & EBERSBERGER, CHARTERED
59 FRANKLIN STREET
ANNAPOLIS, MD. 21401
(301) - 268 - 8600

BOOK 580 PAGE 557

Circuti Court Anne Arundel County

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 495 Page No. 551

Identification No. 260771 Dated February 26, 1986

1. Debtor(s)

Yau's Family Corporation TA/The Great Wall Restaurant
Name or Names—Print or Type

6635 Ritchie Highway, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

2. Secured Party

The Harbor Bank of Maryland
Name or Names—Print or Type

21 W. Fayette Street, Baltimore, Maryland 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
#459480 CK99 ROS T11:39
05/26/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated: July 25, 1990

The Harbor Bank of Maryland
Name of Secured Party

Signature of Secured Party

Wayne R. Frazier, Sr., Vice President
Type or Print (Include Title If Company)

10 00
50

Lucas Bros. Form T-1

A92-05-008B

BOOK 580 PAGE 558

FINANCING STATEMENT

TO BE RECORDED AMONG
THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

286427

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

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

18.50

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 Fourteenth 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 INC.,
GENERAL PARTNER

By: _____ (SEAL)
Jackson G. Kochen, President
Its

Filing Officer: After recordation, please return this Financing Statement to:

Pamela W. Williams, Esquire
Hogan & Harrison
111 South Calvert Street
Baltimore, Maryland 21202

EXHIBIT A

BEING KNOWN AND DESIGNATED AS Lot Numbered Twenty-Five (25) as shown on a Plat entitled, "Final Plat Section 1, Lots 18-42 KINGSBROOK P.U.D. Sovereign", which Plat is recorded among the Land Records of Frederick County, Maryland in Plat Book 42, folio 24. The property being klnown as 6911 Taran Court.

BEING KNOWN AND DESIGNATED AS Lot Numbered Eighty-one (81) as shown on a Plat entitled, "Final Plat Lots 31-37, 78-81, 83-86, 92-95 KINGSBROOK P.U.D., Saint James Section Section VII", which Plat is recorded among the Land Records of Frederick County, Maryland in Plat Book 47, folio 129. The property being known as 5312 Hever Way.

STATE OF MARYLAND BOOK 580 PAGE 562

FINANCING STATEMENT Form UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

286440

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 2000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4/15/92 is presented to a filing officer for filing purusant to the Uniform Commerical Code.

1. DEBTOR

Name John Shaeffer

Address 33 Waysons Mobile Court, Lothian Md 20711

2. SECURED PARTY PREPARED BY:

MAIL TO: Name Chrysler First Financial

Address Suite 205 Arnold Station, 1460 Ritchie Highway

Arnold, Md. 21012

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

7 x 10 Deck

8 x 15 Awning

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☒ (If 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 Waysons Mobile Court
Linthicum, MD 20711

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

"I hereby certify that this instrument was prepared under supervision."

John S Shaeffer
(Signature of Debtor)

John S. Shaeffer
Type or Print Above Name on Above Line

(Signature of Debtor) 11/14

Type or Print Above Signature on Above Line

L.D. Breig, Mgr

J. Bonincontri
(Signature of Secured Party)

J. Bonincontri
Type or Print Above Signature on Above Line

BOOK 580 PAGE 563

GCM9

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)
Crispens, William H & Barbara Jean
820 Generals Hwy
Millersville MD

2. SECURED PARTY(IES) AND ADDRESS(ES)
Ford Motor Credit Company
10710 Midlothian Tnpk Suite 306
PO Box 36387
Richmond, VA 23235

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)
Book 510 Page 149

3. This statement refers to original Financing Statement No. 266824 Dated: April 1, 1987

A. Continuation. . . . . ☐	B. Partial Release. . . . ☐	C. Assignment. . . . . ☐	D. Termination XX
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.

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel

Dated: April 30, 1992

Ford Motor Credit Company
(NAME OF SECURED PARTY)
By B. Dunbar
B. Dunbar-Clerk

FMCC JUN '65 7288-M (MARYLAND ONLY)

10.50

BOOK 580 PAGE 564

286429

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)

Sterling, Inc.
375 Ghent Road
Akron, Ohio 44313
(See Schedule I for additional Debtors) Fed Tax ID #34-0630873

2. Secured Party(ies) and address(es)

Michael Werdiger, Inc.
35 West 45th Street
New York, New York 10036

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

CONSIGNED GOODS DESCRIBED IN ANNEX A ATTACHED HERETO AND MADE A PART HEREOF

RECORDATION TAX DOES NOT APPLY.
NOTICE PURPOSES ONLY - NO SECURITY INTEREST.

5. Assignee(s) of Secured Party and Address(es)

4294-L

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:
ANNE ARUNDEL COUNTY, MD

RECORD FEE 21.00
PROPERTY .50

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

GEORGE FRANKOVICH, CORPORATE SECRETARY
STERLING, INC.

By: [signature] Signature(s) of Debtor(s)

See
Title

ALAN F. KLEINBERG, VICE PRESIDENT
MICHAEL WERDIGER, INC.

By: [signature] Signature(s) of Secured Party(ies)

VP
Title

#444510 C403 R04 11:45
05/24/93

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

BOOK 580 PAGE 565

SCHEDULE I

ADDITIONAL DEBTORS

1. Sterling Jewelers Inc. FED TAX ID# 52-0964503

SIGNATURE

ANNEX A
To
UCC-1 Financing Statements

BOOK 580 PAGE 566

Consignee: Sterling, Inc.

Consignor: Michael Werdiger, Inc.

DESCRIPTION OF CONSIGNED GOODS

This Financing Statement is filed to comply with the provisions of Sections 9114 and 2326(3) (c) of the Uniform Commercial Code with respect to the following described goods (the "Consigned Merchandise") to be delivered by Michael Werdiger, Inc. ("Consignor"), "on consignment" or "on memorandum", to Sterling, Inc. ("Consignee") pursuant to the terms of that certain Consignment Agreement dated March 11, 1992 between Consignor and Consignee, as the same may be amended.

The Consigned Merchandise consists of (1) diamond jewelry items set in 14 or 18 karat gold bearing the mark "MWI" or "*MWI*" and (2) loose diamonds as more particularly described on a certificate as to each such diamond issued by an independent gemological laboratory, which are delivered by Consignor to Consignee at any of the locations listed in Schedule 1 attached hereto and incorporated herein by this reference or at any other location under the dominion or control of Consignee or any subsidiary, affiliate, agent, representative or other "doing basis as" name or division of Consignee.

ANNEX B
STORE LISTINGS

BOOK 580 PAGE 567

MARYLAND

Shaw's Jewelers
Westview Mall
Baltimore, MD

Shaw's Jewelers
Reistertown Rd. Plaza
Baltimore, MD

Shaw's Jewelers
White Marsh Mall
Baltimore, MD

Shaw's Jewelers
Harley Station
Glen Burnie, MD (Anne Arundel)

Kay Jewelers
Iverson Mall S.C.
Hillcrest Heights, MD
(Prince George's)

Kay Jewelers
Annapolis Mall
Annapolis, MD (Anne Arundel)

Kay Jewelers
Landover Mall
Landover, MD
(Prince George's)

Kay Jewelers
Prince George's Plaza
Wyattsville, MD
(Prince George's)

Kay Jewelers
Security Square Shop Center
Baltimore, MD

Shaw's Jewelers
Eastpoint Mall
Baltimore, MD

Shaw's Jewelers
Lakeforest Mall
Gaithersburg, MD (Montgomery)

Shaw's Jewelers
Owings Mill Town Center
Owings Mills, MD

Black, Starr & Frost
Lakeforest Mall
Gaithersburg, MD (Montgomery)

Kay Jewelers
Beltway Plaza S.C.
Greenbelt, MD
(Prince George's)

Kay Jewelers
Hunt. Valley Mall
Cockeysville, MD (Baltimore)

Kay Jewelers
Centre at Salisbury
Salisbury, MD
(Wicomico)

Kay Jewelers
Montgomery Mall
Bethesda, MD
(Montgomery)

Kay Jewelers
Golden Ring Mall
Baltimore, MD

Kay Jewelers
White Flint Mall
Kensington, MD
(Montgomery)

Kay Jewelers
Lakeforest Mall
Gaithersburg, MD
(Montgomery)

Kay Jewelers
Reistertown Plaza
Baltimore, MD

Kay Jewelers
White Marsh Mall
Baltimore, MD

Kay Jewelers
Wheaton Plaza
Wheaton, MD (Montgomery)

J B Robinson
Prince George's Plaza
Hyattsville, MD
(Prince George's)

J B Robinson
Beltway Plaza S.C.
Greenbelt, MD
(Prince George's)

Black, Starr & Frost
Montgomery Mall
Montgomery, MD (Montgomery)

Kay Jewelers
Country Club Mall
Cumberland, MD
(Allegany)

Kay Jewelers
Glen Burnie Mall
Glen Burnie, MD
(Anne Arundel)

Kay Jewelers
Forest Village Park Mall
Forestville, MD
(Prince George's)

Kay Jewelers
St. Charles Towne Center
Waldorf, MD (Charles)

Kay Jewelers
Eastpoint Mall
Baltimore, MD

J B Robinson
Centre at Salisbury
Salisbury, MD (Wicomico)

J B Robinson
St. Charles Town Center
Waldorf, MD
(Charles)

BOOK 580 PAGE 569

286430

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. ☐ The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es):
Stadler, Karl dba
K J's Lunchbox
6353 Meadowland Dr.
Dunkirk, MD. 20754

2. Secured Party(ies) Name(s) and Address(es)
Custom Sales & Service, Inc.
11th St. & 2nd Rd.
Hammonton, NJ 08037

4. For Filing Officer, Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:
One-1992 GMC Mdl. TC31003
mounted with Custom Mdl. 350 Catering Body, CTB#11437
GMC VIN # 1GDGC34K6NE528666

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es):
Associates Commercial Corp.
740 E. Lancaster Ave.
Suite 130
Exton, Pa. 19341

7. ☐ The described crops are growing or to be grown on:*
☐ The described goods are or are to be affixed to.*
☐ The lumber to be cut or minerals or the like (including oil and gas) is on:*
*(Describe Real Estate in Item 8.)

8. Describe Real Estate Here:
Not subject to recordation tax; Conditional sales contract signed 5/5/92

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street | Town or City | County | Section | Block | Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
☒ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
☐ Consignee(s) and Consignor(s), or
☐ Lessee(s) and Lessor(s).

Karl Stadler dba KJ's Lunchbox
By Karl J. Stadler
Signature(s) of Debtor(s)
Sole Proprietor

Custom Sales & Service, Inc.
By Fulton Shaw Pres.
Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)

18.52

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania
(FILING OFFICER COPY—NUMERICAL

BOOK 580 PAGE 570

286431

FINANCING STATEMENT

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CTE Rental Company

Address 1047 Rt 3 North Suite 6 Gambrills Maryland 21054

2. SECURED PARTY

Name Vermeer Sales & Service, Inc.

Address 8830 Corridor Road Annapolis Junction, Maryland 20701

3. ASSIGNEE

Name _____

Address _____

(Address to whom statement is to be returned)

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)

Vermeer Model 620 Brush Chipper Serial #1445

CHECK ☐ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are to be grown on: (described real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

✓ David McKinney
(Signature of Debtor)

(Signature of Secured Party)

David McKinney
Type or Print Above Signature on Above Line

Type or Print Above Name on Above Line

CCC 1144-D PRINTED IN U.S.A. 6/79

11

County

BOOK 580 PAGE 571

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283267

RECORDED IN ~~LIBER~~ Book 566 **~~FOLIO~~** Page 249 **ON** March 25, 1991 **(DATE)**

1. DEBTOR

Name Griffith Auto Investments, Inc. D/B/A Saturn of Glen Burnie

Address 12 Holsum Way - Glen Burnie, Maryland 21060

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Company

Address 766 Old Hammonds Ferry Road - Linthicum, MD 21090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination ☒
(Indicate whether amendment, termination, etc.)

Dated May 5, 1992

(Signature of Secured Party)

Mark R. Breidenstein, VP
Type or Print Above Name on Above Line

1052

County

BOOK 580 PAGE 572

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277963

RECORDED IN Book 543 Page 437 **ON** July 13, 1989 **(DATE)**

1. DEBTOR

Name Griffith Auto Investments, Inc. D/B/A Griffith Acura

Address 10 Holsum Way - Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Company

Address 766 Old Hammonds Ferry Road - Linthicum, Maryland 21090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	**B. Partial Release** ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** Termination ☒ (Indicate whether amendment, termination, etc.)

Dated May 5, 1992

(Signature of Secured Party)

Mark R. Breidenstein, VP

Type or Print Above Name on Above Line

1050

BOOK 580 PAGE 573

12.50 11-53

286432

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

Gatdula & Gatdula, MD, PA

Name or Names

1600 Crain Highway #506
Glen Burnie, MD 21061

Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

Box 307, Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

1 - NCS 386/16 Including 40 Meg Hard Drive, 1.2 & 1.44 floppy, 4 megs of ram, 101 key keyboard;
1 - NCS 386/16 including 1.2 & 1.44 floppy drives, 4 megsof ram, 101 key kbd.
1 - NCS 386/33 including 200 meg hard drive, 1.2 & 1.44 floppy drives, 8 megs of ram, 101 key keyboard
3 - Comdek Super VGA Color Monitors .28 1024x768
1 - Uninteruptable power supply, 1 Novell 2.2, 1 - Telemagic

Lessee:

Gatdula & Gatdula, MD PA

/ C Gatdula MD PA

(Signature of Lessee)

/ Cristeta L. Gatdula, MD PA

(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY

(Signature of Lessor)

G. ARNOLD KAUFMAN, CEO

(Type or Print) (Include Title)

To the Filing Officer: After this statement has been recorded, please mail the same to: The Equipment Leasing Company, Box 307, Riderwood, Maryland 21139.

11-56

Clerk of Court, Anne Arundel County
Financing Statement Records
Court House
7 Church Circle
Annapolis, Maryland 21401

BOOK 580 PAGE 574

286433

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:

Caton Diversified Technologies, Inc.
2450 Riva Road
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:

[XX] Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.

[XX] 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.

[XX] 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 $ ~~25,000.00~~ _____.

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: John P Koehler Vice President

~~John P. Koehler, Vice President~~
(Type Name and Title)

DEBTOR:

~~Caton Diversified Technologies, Inc.~~
~~2450 Riva Road~~
~~Annapolis, Maryland 21401~~
X ~~[illegible]~~

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

11.5

STATE OF MARYLAND

Anne Arundel County

BOOK 580 PAGE 575

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272334

RECORDED IN LIBER 525 **FOLIO** 201 **ON** 4/5/88 **(DATE)**

1. DEBTOR

Name Fidelity Bond and Mortgage Company t/a Wye Mortgage Company

Address Dublin Hall, Suite 200, Blue Bell, PA 19422

2. SECURED PARTY

Name Corestates, Bank N.A. successor in interest to First Pennsylvania Bank, N.A.

Address Center Sq. West, 1500 Market St., 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: Termination ☒XX
(Indicate whether amendment, termination, etc.)

Dated 3/9/92

10.50

Corestates, Bank N.A. successor in interest to First Pennsylvania Bank, N.A.

By: _____
(Signature of Secured Party)
Edmund Furphy, Vice President

Type or Print Above Name on Above Line

BOOK 580 PAGE 576

286434

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Cycle World Aecessories &
Apparel
5820 Ritchie Hwy.
Baltimore, Md. 21225

2. Secured Party(ies) and address(es)

Cycle Experts, Inc.
4101 Ashland Ave.
Baltimore, Md. 21205

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

See Attached Security Agreement

5. Assignee(s) of Secured Porty and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in colloterol. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the originol colloterol described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☒ Proceeds of Collaterol are olso covered. ☐ Products of Colloteral are also covered. No. of odditionol Sheets presented:

Cycle World Accessories & Apparel

Cycle Experts, Inc.

135

X By: _____ X _____ By: _____

Signature(s) of Debtor(s) Title Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

NOT SUBJECT OF RECORDATION TAX

BK 580 - 576 - A

SECURITY AGREEMENT

This SECURITY AGREEMENT, made this 3rd. day of April ,19 92 ,by and between CYCLE EXPERTS, INC. (hereinafter referred to as SECURED PARTY) and Cycle World Accessories & Apparel

(hereinafter referred to as DEBTOR) and DEBTOR is located at the following address or addresses,
5820 Ritchie Hwy., Baltimore, Md. 21225

EXPLANATORY STATEMENT

WHEREAS, SECURED PARTY is in the business of the wholesale distribution of motorcycle parts and accessories;
WHEREAS, DEBTOR is in the business of Retail sales of motorcycle parts and accessories

WHEREAS, DEBTOR desires to make purchases from secured party on credit;
WHEREAS, in consideration of the mutual promise and covenants stated in this SECURITY AGREEMENT,the parties hereby agree to the following all effective as of the date hereof:

1. GRANTING OF SECURITY INTEREST: DEBTOR hereby grants to secured party a security interest in all of DEBTOR'S inventory described as follows.
All motorcycle parts and accessories of any kind, nature or description that are supplied to DEBTOR hereby or purchased by DEBTOR from SECURED PARTY.
The security interest granted herein covers goods that meet the above description now owned by the DEBTOR and which are hereafter during the term of this SECURITY AGREEMENT acquired by DEBTOR.

2. PROCEEDS: The security interest granted herein covers the proceeds of all inventory covered by this SECURITY AGREEMENT.

3. SELLING ON CREDIT: In consideration of DEBTOR granting the security interest stated in this SECURITY AGREEMENT, SECURED PARTY may elect, within the discretion of SECURED PARTY, to sell motorcycle parts and accessories to DEBTOR without DEBTOR having to pay for the goods purchased at or before the time of purchase and the granting of the security interest herein is to induce SECURED PARTY to sell to DEBTOR as aforementioned.
The security interest granted herein by DEBTOR is in consideration of each credit sale SECURED PARTY may make to DEBTOR and to provide a continuing security interest to SECURED PARTY to secure payment by DEBTOR of all obligations of DEBTOR to SECURED PARTY.
This SECURITY AGREEMENT is in no way to be construed to require SECURED PARTY to sell to DEBTOR without DEBTOR first paying for the goods purchased at or before the time of purchase as SECURED PARTY expressly reserves the right to at any time cease selling to DEBTOR on credit with respect to any purchase sought to be made by DEBTOR and require DEBTOR at any time to pay for any goods purchased at or before the time of purchase and before any goods are delivered to DEBTOR by SECURED PARTY. Furthermore, SECURED PARTY reserves the right within its sole discretion to not sell on credit to DEBTOR should DEBTOR seek to purchase goods and DEBTOR cannot pay for said goods at or before the time of purchase. The aforementioned rights are strictly reserved to SECURED PARTY regardless of the number of credit purchases SECURED PARTY may have previously or at any time made to DEBTOR.
Each sale of goods which DEBTOR requests of SECURED PARTY without DEBTOR having to pay for the goods at or before the time of purchase is made within the sole discretion of SECURED PARTY as elected by SECURED PARTY and shall be evidenced by any sales agreements or other documents required by SECURED PARTY upon the terms and conditions as agreed upon by the parties.

4. PAYMENT FOR INVENTORY BY DEBTOR: DEBTOR agrees to pay for inventory purchased on credit from SECURED PARTY as per the terms of any invoice(s) covering each respective purchase by DEBTOR from SECURED PARTY.
At the request of SECURED PARTY, DEBTOR shall assign and endorse proceeds to SECURED PARTY that are for inventory covered by this SECURITY AGREEMENT such that SECURED PARTY shall have the full power to collect, compromise, endorse, sell or otherwise deal with the proceeds in its own name or in the name of DEBTOR. SECURED PARTY may, within its discretion, apply cash proceeds to the payment of the obligations secured by this SECURITY AGREEMENT in such order as SECURED PARTY elects.
With respect to proceeds in the form of accounts, DEBTOR agrees that SECURED PARTY may at any time notify the account debtors that the accounts shall be paid to SECURED PARTY and upon request of SECURED PARTY, DEBTOR shall so notify its account debtors and shall indicate on all invoices to account debtors that the accounts are payable to SECURED PARTY.

5. LOCATION OF INVENTORY:.The inventory covered by this SECURITY AGREEMENT is kept at the following location or locations:
5820 Ritchie Hwy., Baltimore, Md. 21225

DEBTOR shall not permit inventory which is subject to the SECURITY AGEEMENT to be kept or stored, either temporarily or permanently, at any other location without the prior written consent of SECURED PARTY.
6.DEBTOR AS CORPORATION: DEBTOR hereby affirmatively states that if DEBTOR is a corporation, DEBTOR is duly organized under the laws of the State of N/A and that DEBTOR is qualified to do business in every state in which it is conducting business.

7. AUTHORITY OF DEBTOR: DEBTOR hereby affirmatively states that it has the authority to enter into this SECURITY AGREEMENT and such is not in violation of any other agreement or undertaking to which DEBTOR is a party nor, should DEBTOR be a corporation, in violation of any of DEBTOR'S corporate documents.

8. OTHER SECURITY INTERESTS AND LIENS: DEBTOR hereby states that with respect to the inventory and proceeds thereof covered by this SECURITY AGREEMENT, there are no other security agreements, security interests, liens or encumbrances that cover or apply to said inventory or proceeds. DEBTOR hereby states that he shall keep the inventory and proceeds covered by this SECURITY AGREEMENT free from any and all adverse liens, security agreements, security interests and encumbrances.
DEBTOR hereby states that he will defend at the expense of DEBTOR the inventory and proceeds covered by this SECURITY AGREEMENT against all claims and demands from any and all persons, corporations, partnerships or entities claiming them or any interest in them.
DEBTOR agrees to timely pay all taxes and assessments for the inventory and proceeds covered hereunder.

9. FINANCIAL INFORMATION OF DEBTOR: DEBTOR hereby affirmatively states that all financial statements, certificates and other information concerning DEBTOR'S financial condition, the amount and state of DEBTOR'S inventories and proceeds which DEBTOR has furnished to SECURED PARTY are true and correct and shall be deemed by the parties to have been furnished by DEBTOR for the purpose of obtaining credit or an extension of credit.

10. LOSS OR DEPRECIATION OF INVENTORY: DEBTOR shall immediately notify SECURED PARTY of any event causing loss or depreciation in value of the inventory covered by this SECURITY AGREEMENT and the amount of any such loss or depreciation. Furthermore, DEBTOR hereby agrees to use his best efforts to keep the inventory covered by this SECURITY AGREEMENT in good condition and agrees not to waste or destroy any of said inventory.

11. INSURANCE: DEBTOR shall at all times maintain at the expense of DEBTOR insurance with respect to all the inventory covered by this SECURITY AGREEMENT against risks of fire (including so-called extended coverage), weather, natural disaster, theft, sprinkler leakage and other water damage and any and all other risks which SECURED PARTY requires. In the case of motor cycles of any kind, DEBTOR in addition to insuring against the aforementioned risks shall also insure for collision. The aforementioned insurance to be maintained by DEBTOR must be on such terms and with such insurance companies as is satisfactory to SECURED PARTY. The proceeds from any and all such insurance policies shall be made payable to SECURED PARTY and DEBTOR as their respective interests may appear. All polices shall require ten (10) days written minimum cancellation notice to SECURED PARTY and at the request of SECURED PARTY, shall be delivered to and held by SECURED PARTY.

12. INSPECTION OF INVENTORY: SECURED PARTY has the right to inspect and examine the inventory covered by this SECURITY AGREEMENT wherever it may be located and to examine, inspect and make extracts from DEBTOR'S books and records at reasonable times.

13. USE OF INVENTORY BY DEBTOR: Until default by DEBTOR, DEBTOR may use and sell said inventory covered by this SECURITY AGREEMENT in the ordinary course of business and in any lawful manner not inconsistent with this SECURITY AGREEMENT nor with any terms and condition of insurance. However, a sale in the ordinary course of business does not include a transfer made in satisfaction of indebtedness.

Bk 580 - 576-B

14. FINANCING STATEMENTS: At the requeat of SECURED PARTY, DEBTOR shall join with SECURED PARTY in executing one or more financing atatements under the Uniform Commercial Code.
Without the prior written permission of SECURED PARTY, DEBTOR ahall not allow an adverse financing statement covering inventory or proceeds to be on file in any public office.

15. DEFAULT: DEBTOR ahall be in default of this SECURITY AGREEMENT upon the occurrence of any one of the following:
a. Failure of DEBTOR to perform any one of the terms, conditions, items, obligations or paragraphs of this SECURITY AGREEMENT.
b. If DEBTOR made any false representations to SECURED PARTY in connection with the making of this SECURITY AGREEMENT.
c. Waste or deatruction of the inventory by DEBTOR.
d. Any other security intereat, encumbrance or lien of any kind placed on the inventory.
e. Failure of DEBTOR to pay for inventory as per this SECURITY AGREEMENT.
f. Death, diaaolution, termination of existence, insolvency, business failure of DEBTOR or the appointment of a receiver for any part of the property of DEBTOR or the institution of bankruptcy (under any chapter) or insolvency proceedings by DEBTOR or against DEBTOR.
Upon default by DEBTOR for any one of the above occurrences, SECURED PARTY shall have all the fights and remedies of a secured party under the Uniform Commercial Code and, in addition, all rights and remedies under this SECURITY AGREEMENT.
Upon default, at the requeat of SECURED PARTY, DEBTOR hereby agrees to assemble the inventory and obtain the proceeds covered by this SECURITY AGREEMENT and make them available and turn them over to SECURED PARTY.
In the caae of a default by DEBTOR, DEBTOR shall pay to SECURED PARTY all suit and other expenses, court costs and attorneys fees incurred by SECURED PARTY in protecting the rights and remedies of SECURED PARTY under this SECURITY AGREEMENT.

16. DURATION OF THIS AGREEMENT: This SECURITY AGREEMENT shall remain in effect and cannot terminate until DEBTOR has performeo all obligations due and owing to SECURED PARTY under this SECURITY AGREEMENT.
If at anytime SECURED PARTY has no commitment outatanding to DEBTOR AND DEBTOR has no obligations due and owing to SECURED PARTY, then either DEBTOR or SECURED PARTY may terminate this SECURITY AGREEMENT. Unless terminated at such time, this SECURITY AGREEMENT remains in effect as a continuing agreement.

17. FURTHER ASSURANCES: The parties shall, at any time and from time to time hereafter, execute, acknowledge, and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this SECURITY AGREEMENT.

18. SEVERABILITY OF CLAUSES: Should any provision of this SECURITY AGREEMENT be found, held or deemed to be unenforceable, voidable or void aa contrary to law or public policy under the laws of Maryland, any other State or the Federal Government, the remaining provisions of this SECURITY AGREEMENT shall continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assigns as if this SECURITY AGREEMENT did not contain such unenforceable, voidable, or void provision.

19. MODIFICATION AND WAIVER: No modification or waiver by the parties of any of the provisions of this SECURITY AGREEMENT shall be valid unless in writing and executed with the same formality as this SECURITY AGREEMENT. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

20. ENTIRE UNDERSTANDING: This SECURITY AGREEMENT contains the entire understanding of the parties. There are no representations, inducementa, warranties, promises, covenants or understandings other than those expressly set forth herein.

21. INTERPRETING THIS SECURITY AGREEMENT AND VENUE: This SECURITY AGREEMENT shall be interpreted pursuant to the laws of the State of Maryland. Also, this SECURITY AGREEMENT has been drafted by both parties and no provision of this SECURITY AGREEMENT shall be interpreted, in case of dispute, for or against one party or the other by reason of any one party being deemed the drafter.

In case there should be any legal action between the parties, DEBTOR hereby agrees that the forum for any such legal action shall be the State Courts of Maryland and DEBTOR hereby agrees to submit to jurisdiction in said State Courts for all purposes.

22. BINDING ON SUCCESSORS IN INTEREST: This SECURITY AGREEMENT may not be assigned by DEBTOR without the prior express written permission of SECURED PARTY. SECURED PARTY may assign this SECURITY AGREEMENT and does not need any permission from DEBTOR to so do. As to all provisions in this SECURITY AGREEMENT, the parties severally bind themselves, their heirs, personal representatives and assigns and this SECURITY AGREEMENT shall insure to the benefit of all of the aforegoing.

23. CAPTIONS AND HEADINGS: The captions and headings throughout this SECURITY AGREEMENT are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of the SECURITY AGREEMENT, nor in any way affect this SECURITY AGREEMENT.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

_____

Patricia Perkins (SEAL) N/K
As Secretary
Of And For
CYCLE EXPERTS, INC.

_____

Cycle World Accessories & Apparel (SEAL)
DEBTOR

_____

(SEAL)
DEBTOR, PERSONALLY AND INDIVIDUALLY

X 4/3/92
Date

rya Rev. 3/31/92

STATE OF MARYLAND BOOK 580 PAGE 577

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

286435

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 381,900.00

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.

RECORD FEE 11.00
RECORD TAX 2674.00
POSTAGE .50
#455000 C489 R02 T12:24
05/26/93
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name Command Technology, Inc.

Address 7505 Resource Ct. Baltimore, MD 21226

2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc.

Address 1180 W. Swedesford Road Berwyn, PA 19312

Person And Address To Whom Statement Is To Be Returned 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 Co, Md

One (1) LDM 50A Wire Machine Tool S/N 257-01-664;
One (1) Maruka CNC Mori Seiki Lathe S/N 1400;
One (1) Matsuura MC600VDC Machine Center S/N 900508848;
All the above complete with all related parts, attachments and accessories.

Name and address of Assignee

I swear under penalty of perjury that Recordation tax was paid to the Circuit Court of the county of ~~Baltimore~~ ANNE ARUNDEL CO in the amount of ~~$1,944.50.~~ $2674.00 ~~XXXXXXXXXX~~ R.G. Boyle SCA

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1017475-10
18414 GH

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RETURN TO:
LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

(Signature of Debtor)
Command Technology, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)
George R. Braswell, Pres.
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Richard G. Boyle, Sr. Credit Analyst
The CIT Group/Equipment Financing, Inc.
Type or Print Above Signature on Above Line

11,900
2674.50

BOOK 580 PAGE 578

286436

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. $ -0-

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
#455010 C489 R02 T12:25
05/26/93
MARY H. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name Anne Arundel Medical Center, Inc.

Address Franklin & Cathedral Streets, Annapolis, Md 21401

2. SECURED PARTY

Name General Electric Capital Corporation

Address 55 Federal Road, Danbury, Ct 06810

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

33 Ivac 2085 Electronic Thermometers
34 CORE-CHECK Tympanic Thermometers

This financing statement is filed solely for notice and precautionary purposes and the filing hereof shall not be deemed evidence of any intention of the parties to create a security interest under the Uniform Commercial Code or to enter into other than a true lease transaction.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) Anne Arundel Co MD

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RETURN TO:
LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

× Ann L. Bell
(Signature of Debtor)

× ANN L. BELL
Type or Print Above Name on Above Line

ANN L. BE.. MANAGER OF PURCHASING
(Signature of Debtor)

Type or Print Above Signature on Above Line

1017092-6 13059

(Signature of Secured Party)

Type or Print Above Signature on Above Line

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

11.00 JC

STATE OF MARYLAND

BOOK 580 PAGE 579

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

286437

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Talbots, Inc. d/b/a "Talbots"

Address Annapolis Fashion Festival, 167 Jennifer Road, Annapolis MD 21401

2. SECURED PARTY

Name XL/Datacomp, Inc.

Address 908 North Elm Street, Hinsdale IL 60521

ASSIGNEE: Pitney Bowes Credit Corporation
201 Merritt Seven, Norwalk, CT 06851-5151

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the equipment, software, and other personal property and all modifications and additions thereto and replacements and substitutions therefore, in whole or in part, as more fully described in Exhibit A attached hereto and made a part hereof.

Reference: Schedule A-0392 to M.E.L. #FL1291KA

NOT SUBJECT TO RECORDATION TAX, Lease does not create a security interest.

1017025-20 5777

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Anne Arundel Co., MD

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 12.00
POSTAGE .50
#455020 C489 R02 T12:26
05/26/92
MARY M. ROSE
AA CO. CIRCUIT COURT

J. Bruce Ash
(Signature of Debtor)

J. Bruce Ash, Sr. V.P.
The Talbots, Inc. d/b/a "Talbots"
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Leslie G. Meyer
(Signature of Secured Party)

Leslie G. Meyer, Leasing Adm.
Type or Print Above Signature on Above Line

12.00
12

PIT

BOOK 580 PAGE 580

SCHEDULE A-0392 **DATED** December 19, 1991

TO MASTER EQUIPMENT LEASE NO. FL1291KA **DATED** December 19, 1991

CUSTOMER: The Talbots, Inc. d/b/a "Talbots"

EQUIPMENT LOCATION: See below for breakdown of locations

COMMENCEMENT DATE: Upon Delivery & Acceptance

MANUFACTURER: IBM

INITIAL TERM: 36 **months after the first day of the month following the commencement date**

Quantity	Type	Model	Description	Serial No.	Monthly Rent	Stipulated Loss Value
LOCATION #49 - 167 Jennifer Road, Annapolis, MD 21401						
1	8557	045	PS/2 Model 57			
LOCATION #50 - 125 Burlington Mall, Burlington, MA 01803						
1	8557	045	PS/2 Model 57			
LOCATION #51 - 39 Plaza Frontenac, St. Louis, MO 63131						
1	8557	045	PS/2 Model 57			
LOCATION #52 - 100 Highland Park Village, Suite 107, Dallas, TX 75205						
1	8557	045	PS/2 Model 57			
LOCATION #53 - 3251-20th Avenue, Space #171, San Francisco, CA 94132						
1	8557	045	PS/2 Model 57			
LOCATION #54 - 1772 Clarkson Road, Chesterfield, MO 63017						
1	8557	045	PS/2 Model 57			
LOCATION #55 - 50th Street And Pennslyvania Avenue, Oklahoma City, OK 73118						
1	8557	045	PS/2 Model 57			
LOCATION #56 - 550 Deep Valley Drive, Rolling Hills Estates, CA 90274						
1	8557	045	PS/2 Model 57			

EXHIBIT A

MASTER EQUIPMENT LEASE: This Schedule is entered into pursuant to the Master Equipment Lease identified above, a copy of which each party hereto has been provided. All of the terms, conditions, representations and warranties of the Master Equipment Lease are hereby incorporated by reference herein and made a part hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separate lease with respect to the Machines described herein. By their execution and delivery of this Schedule, the parties hereby reaffirm as of the date hereof all of the terms, conditions, representations and warranties of the Master Equipment Lease, except as modified herein. Discount rate: In calculating present value with regard to item 22 of the Master Equipment Lease, the discount rate to be used will be the lesser of the Federal Reserve discount window borrowing rate in effect at the Commencement Date or 7%.

XL/DATACOMP, INC.

The Talbots, Inc. d/b/a "Talbots"
Customer

By: _____
Its duly authorized representative

By: _____

LD-21 (8/90)

Title: _____

BOOK 580 PAGE 581

286438

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 12.00
POSTAGE .50
#455030 CASH REC'D 12:27
05/25/90
MARY H. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name James E. Hawkins T/A Hawkins Excavating & Trucking

Address 3545 Foxhall Drive, Davidsonville, MD 21035

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)

One (1) R & S 14' Steel Dump Body mounted on a 1988 Ford LTL 9000 Cab and Chassis, VIN 1FDZA90XXHVA65583
One (1) Caterpillar Model 953 Crawler Loader, S/N: 20Z02148, with all attachments and accessories

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

CHECK ☒ THE LINES WHICH APPLY Anne Arundel Co, MD

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

James E Hawkins
(Signature of Debtor)
JAMES E HAWKINS
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line
OWNER

Larry L Summers
(Signature of Secured Party)
LARRY L SUMMERS
Type or Print Above Name on Above Line
PRESIDENT

RETURN TO:
LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

10177277-3 18414 MT

12.50

STATE OF MARYLAND

BOOK 580 PAGE 582

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

286439

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 21.00
POSTAGE .50
MARYLAND CASH REC T12:36
05/26/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name THE MUSICLAND GROUP, INC.

Address 7500 EXCELSIOR BLVD., MINNEAPOLIS, MN 55426

2. SECURED PARTY

Name LASALLE COMPUTER CORPORATION

Address 8430 GROSS POINT ROAD, SKOKIE, IL 60077

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

THE DEBTOR'S INVENTORY CONSISTING OF IBM EQUIPMENT LOCATED AT (SEE ATTACHMENT)

SEE ATTACHMENT

NOT SUBJECT TO RECORDATION TAX - THIS IS A TRUE LEASE TRANSACTION

FILED WITH ANNE ARUND COUNTY 1017300-23 5969

Name and address of Assignee
LASALLE EQUIPMENT LIMITED PARTNERSHIP
8430 GROSS POINT ROAD
SKOKIE, IL 60077

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

See attached
(Signature of Debtor)

THE MUSICLAND GROUP, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Charles M. Gately, President
LASALLE COMPUTER CORPORATION
Type or Print Above Signature on Above Line

21.00

DUPLICATE

SCHEDULE: 521
MASTER LEASE NO: 199

BOOK 580 PAGE 583

LESSEE: THE MUSICLAND GROUP, INC.

MASTER LEASE DATE: JULY 3, 1985

This Schedule is hereby attached to and made part of the Master Lease Agreement bearing date as set forth above, between LASALLE COMPUTER CORPORATION and the Lessee named above.

This Equipment Schedule ("Lease") constitutes a separate Lease which incorporates the terms of the Master Lease Agreement. The executed Lease (Equipment Schedule) marked "Original" shall be the original of the Lease for the Equipment described on such Lease. All other executed counterparts of the Lease shall be marked "Duplicate." To the extent that the Lease constitutes chattel paper, as such term is defined in the Uniform Commercial Code of the applicable jurisdiction, no security interest in the Lease may be created through the transfer of possession of any counterpart other than the "Original" of the Lease.

SCHEDULE AGREEMENT DATE: NOVEMBER 20, 1991

SCHEDULE COMMENCEMENT DATE: DECEMBER 1, 1991

The lease term shall begin on the Schedule Commencement Date. To the extent that the Equipment is accepted prior to that date, the Lessee shall pay to the Lessor an interim rental representing a proration on a per diem basis of the initial monthly rental.

EQUIPMENT:

QTY	MANUF.	MACHINE	MODEL/ FEATURE	DESCRIPTION	SERIAL NUMBER

SEE ATTACHMENT

LEASE TERM AND RENTAL PAYMENTS: Term 60 months payable monthly on the first day of the month. The amount of each payment is $333.00.

LOCATION OF EQUIPMENT:

SEE ATTACHMENT

ADDITIONAL PROVISIONS TO SCHEDULE:

RIDER A - STIPULATED LOSS VALUE

LASALLE COMPUTER CORPORATION
(Lessor)

By _____

Title PRESIDENT

Date NOVEMBER 20, 1991

THE MUSICLAND GROUP, INC.
(Lessee)

By _____
James D. Nermyr

Title VP Systems & Treasurer

Date December 3, 1991

EQUIPMENT ATTACHMENT
SCHEDULE 521 TO MASTER LEASE #199
BETWEEN
LASALLE COMPUTER CORPORATION (LESSOR)
AND
THE MUSICLAND GROUP, INC. (LESSEE)

EQUIPMENT IS MANUFACTURERED BY EPSON

QTY	MACHINE	LOCATION	DESCRIPTION	SERIAL NUMBER
24	650-33092-998		CUSTOM PRINTER CABLES	
25	650-33050-998		CUSTOM PRINTER CABLES	
48	FX-850	SEE BELOW	MATRIX PRINTERS	SEE BELOW

MUSICLAND, STORE #413:
302 NORTH HILLS MALL, NORTH RICHLAND, TX 76180 — 0DN1141858

MUSICLAND, STORE #410:
SOUTH PARK MALL, 2310 SW MILITARY DR., C-6, SAN ANTONIO, TX 78224 — 0DN1141873

MUSICLAND, STORE #403:
NORTHSTAR MALL, 7400 SAN PEDRO AVE., SAN ANTONIO, TX 78216 — 0DN1141847

MUSICLAND, STORE #407:
2070 PADRE STAPLES MALL, CORPUS CHRISTI, TX 78411 — 0DN1141846

SUNCOAST MOTION PICTURE CO., STORE #3000:
413 ROSEDALE SHOPPING CTR., TI-10, ROSEVILLE, MN 55113 — 0DN1119805

MUSICLAND, STORE #8:
OXBORO CENTER, SPACE 5, 521 W. 98TH ST., BLOOMINGTON, MN 55420 — 0DN1141854

SAM GOODY, STORE #2314:
2132 GREEN HILLS VILLAGE DR., NASHVILLE, TN 37215 — 0DN1141862

SAM GOODY'S MUSICLAND, STORE #408:
FALLBROOK SQUARE #532, 6633 FALLBROOK AVE., CANOGA PARK, CA 91307 — 0DN1141845

QTY	MACHINE	LOCATION	DESCRIPTION	SERIAL NUMBER
		MUSICLAND, STORE #466: MALL @ WEBERSTWON, 4950 PACIFIC AVE., #405, STOCKTON, CA 95207		ODN1141851
		SAM GOODY'S MUSICLAND, STORE #418: FRESNO FASHION FAIR, 525 E. SHAW AVE., FRESNO, CA 93710		ODN1141856
		SAM GOODY'S MUSICLAND, STORE #3235: MALL @ VICTOR VALLEY, 14440 BEAR VALLEY RD., VICTORVILLE, CA 92392		ODN1141864
		MUSICLAND, STORE #995: 89 E. TOWNE MALL, MADISON, WI 53704		ODN1141859
		MUSICLAND, STORE #630: ANCHORAGE MALL, 600 E. NORTHERN LIGHT BLVD., ANCHORAGE, AK 99503		ODN1141863
		MUSICLAND, STORE #417: 573 GOLF MILL SHOPPING CENTER, NILES, IL 60648		ODN1141855
		SAM GOODY, STORE #4590: 1080 DOVER MALL, DOVER, DE 19901		ODN1141879
		MUSICLAND, STORE #422: OAKWOOD SHOPPING CTR., 197 WESTBANK EXPRESSWAY, GRETNA, LA 70053		ODN1141849
		MUSICLAND, STORE #421: RIVERWALK, 1 POYDRAS ST., SPACE 48, NEW ORLEANS, LA 70130		ODN1141857
		SAM GOODY, STORE #426: BAYSIDE SHOP. CTR., 401 BISCAYNE BLVD, #N-201/202, MIAMI FL 33132		ODN1141850
		SAM GOODY, STORE #4519: GOVERNOR'S PLAZA, GOV. RITCHIE HWY & I-695, GLEN BURNIE, MD 21061		ODN1141870
		SAM GOODY, STORE #4518: SALISBURY MALL, #26, CIVIC & GLEN AVE., SALISBURY, MD 21801		ODN1141869

QTY	MACHINE	LOCATION	DESCRIPTION	SERIAL NUMBER
		MUSICLAND, STORE #4517: THE SHOPS @ WILLOW LAWN, 1601 WILLOW LAWN DR., RICHMOND, VA 23230		ODN0073031
		MUSICLAND, STORE #491: 243 SPOTSYLVANIA MALL, FREDERICKSBURG, VA 22401		ODN1141852
		MUSICLAND, STORE #230: 333 WATERSIDE DR., #116, NORFOLK, VA 23510		ODN1141848

THE FOLLOWING SERIAL NUMBERS ARE LOCATED AT 7500 EXCELSIOR BLVD., MINNEAPOLIS, MN

ODN0074124, ODN1142200, ODN1141883, ODN1141559, ODN1141555,
ODN1141546, ODN1141545, ODN1141557, ODN1141893, ODN1142198,
ODN1141552, ODN1141553, ODN1141551, ODN1141550, ODN1141549

BOOK 580 PAGE 587

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)

Martens Cars of Annapolis, Inc.
T/A Annapolis Subaru Volvo
1930 West Street
Annapolis, Maryland

2. Secured Party(ies) and address(es)

Sovran Bank/Maryland
6610 Rockledge Drive
Bethesda, MD 20817

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#555090 CASH ROS T12:57
05/26/93
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 281290
Filed with Anne Arundel Co., MD Date Filed 6/26 19 90

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.

Terminate File #281290

No. of additional Sheets presented:

Sovran Bank/Maryland

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Mark T. Lambert
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

10.00
12

BOOK 580 PAGE 588

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)

Martens Cars of Annapolis, Inc.
T/A Annapolis Subaru Volvo
1930 West Street
Annapolis, Maryland

2. Secured Party(ies) and address(es)

Sovran Bank/Maryland
6610 Rockledge Drive
Bethesda, MD 20817

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#455090 C489 R02 T12:38
05/26/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 281293
Filed with Anne Arundel Co., MD Date Filed 6/26 19 90

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 porty'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.

Terminate File #281293

No. of additional Sheets presented:

Sovran Bank/Maryland

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Mary T. Lambert
Signature(s) of Secured Party(ies)

(1) **Filing Officer Copy – Alphabetical** **STANDARD FORM - FORM UCC-3**

10.00

Anne Arundel County

STATE OF MARYLAND

BOOK 580 PAGE 589

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT **REFERS TO ORIGINAL STATEMENT**, IDENTIFYING FILE NO. 183350

RECORDED IN LIBER _____ **FOLIO** _____ **ON** 7/27/88 (DATE)

ASSIGNED ON: 12/14/88 # 247620 Book 535 Page 431

RECORD FEE 10.00
POSTAGE .50
#455100 C489 R02 T12:39
05/26/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name James Hawkins DBA Hawkins Trucking

Address 3545 Fox Hall Drive Davidsonville, MD 21035

2. SECURED PARTY

Name Concord Commercial Corporation

Address 210 Goddard Blvd, King of Prussia, PA 19406

The CIT Group/Equipment Financing, Inc. 1180 W. Swedesford Rd, suite 200, Berwyn, PA 19312

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

Anne Arundel Co, MD

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.)

ASSIGN TO: The CIT Group/Equipment Financing, Inc
1180 W. Swedesford Road, Suite 200
Berwyn, PA 19312

1017615-4 18414 GH

RETURN TO:
LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

Dated _____

Concord Commercial Corporation

_____
(Signature of Secured Party)

Ken Jamcok - ROM
Type or Print Above Name on Above Line

10 of 20

C.C-ANNE ARUNDEL

BOOK 580 PAGE 590

286441 85745-40

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST IF AN INDIVIDUAL)
Merksamer Jewelers Inc.

1A SOCIAL SECURITY OR FEDERAL TAX NO.

1B MAILING ADDRESS
7900 Governor Ritchie Hwy Space A-211

1C CITY, STATE
Glen Burnie, MD

1D ZIP CODE
21061

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 CJC Holdings, Inc.
MAILING ADDRESS 7211 Circle S Road
CITY Austin STATE TX ZIP CODE 78745

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**).

SEE ATTACHED FOR COLLATERAL

NOT SUBJECT TO A RECORDATION TAX

This filing is to perfect a security interest in inventory.
consigned

CONSIGNED GOODS DESCRIBED IN ANNEX 1 ATTACHED HERETO AND MADE A PART THEREOF. FOR PURPOSES OF THIS FILING "DEBTOR" SHALL MEAN CONSIGNEE AND "SECURED PARTY" SHALL MEAN CONSIGNOR.

RECORD FEE 13.00

#AA5080 C403 R04 T10:51

7. CHECK IF APPLICABLE [X] 7A PRODUCTS OF COLLATERAL ARE ALSO COVERED [ ]

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. DATE
X Mark Kempton CFO 5/21/92
SIGNATURE (S) OF DEBTOR (S)

Merksamer Jewelers Inc. Mark Kempton, CFO
TYPE OR PRINT NAME (S) OF DEBTOR (S)

SIGNATURE (S) OF SECURED PARTY (IES) MA

STEVE FOX
CJC Holdings, Inc.
TYPE OR PRINT NAME (S) OF SECURED PARTY (IES)

C O D E 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)
05/27/92

11. RETURN COPY TO:

NAME
ADDRESS
CITY
STATE
ZIP CODE

DATA FILE SERVICES, INC.
P.O. BOX 275
VAN NUYS, CA 91408-0275

TEL: (818)909-2200 FAX: (818)909-4717

FORM UCC-1

BOOK 580 PAGE 591

85745

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland	TOTAL NUMBER OF SHEETS 2

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

CJC Holdings, Inc.
7211 Circle S Road
Austin, TX 78745

DEBTOR:

Merksamer Jewelers Inc.
7900 Governor Ritchie Hwy Space A-211
Glen Burnie, MD 21061

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):

1. (NO ADDITIONAL DBAS.)

ADDITIONAL DEBTOR ADDRESS(ES):

1.	2101 Hurley Way, Suite	Sacramento	CA 95825
2.	701 Russell Ave. SP E-107	Gaithersburg	MD 20877
3.	7101 Democracy Blvd. SP 2214	Bethesda	MD 20817

Merksamer Jewelers Inc.

5/4/92

DEBTOR

~~President~~ CFO

Filing Officer Copy

CJCHoldings, Inc.

SECURED PARTY

2

SHEET No.

BOOK 580 PAGE 592

ANNEX 1
To
UCC-1 Financing Statement

Consignee: Merksamer Jewelers, Inc.

Consignor: CJC Holdings, Inc.

Continuation of Item 6:

This Financing Statement is filed to comply with the provisions of Sections 9114 and 2326(3)(c) of the Uniform Commercial Code with respect to the following described goods (the "Consigned Merchandise") to be delivered by the above named Consignor, "on consignment" or "on memorandum," to the above named Consignee pursuant to the terms of that certain Consignment Agreement dated May 7, 1992 between Consignor and Consignee, as the same may be amended.

The Consigned Merchandise consists of Carved and Diamond Gold Wedding Rings, Trademarked "ArtCarved" which are delivered by Consignor to Consignee at any of the locations listed in Schedule A attached hereto and incorporated herein by this reference or at any other location under the dominion or control of Consignee or any subsidiary, affiliate, agent, representative or other "doing basis as" name or division of Consignee.

The proceeds of the Consigned Merchandise (including accounts receivable arising from the sale thereof) other than specifically identifiable cash proceeds are not covered by this Financing Statement.

In addition to selling the goods of Consignor, Consignee also sells goods of others on consignment.

286442

BOOK 580 PAGE 593

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)

NB Engineering, Inc.
2110 Priest Bridge Drive
Crofton, MD 21114

2. Secured Party(ies) and address(es)

IBM CREDIT CORPORATION
P.O. Box 105061
Atlanta, GA 30348-9990

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

All of Debtor's right, title and interest in and to, whether now owned or hereafter acquired or existing, (a) all equipment and inventory, and all parts thereof, attachments and accessions thereto, products thereof and documents therefor; (b) all accounts, contract rights, chattel paper, instruments, general intangibles and other obligations of any kind, and all rights in and to all contracts securing or otherwise relating to any of the same; and (c) all substitutions and replacements for all of the foregoing and all proceeds and insurance proceeds of all of the foregoing.

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00
RECORD TAX 175.00
POSTAGE .50
A39540 C263 R01 T09:50
05/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Total amount of indebetedness is $25,000.00. Recordation Taxes in the amount of $175.00 paid at Anne Arundel County 5/92.

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

NB Engineering, Inc.
Robert LaPorte
By: PRESIDENT
Signature(s) of Debtor(s)

IBM CREDIT CORPORATION
By: Ora Esters Contract Administrator
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11
175
50

File in Anne Arundel County

286443

032847

FINANCING STATEMENT

☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of $.....

1. Name of Debtor(s): Hay Enterprises, Inc. t/a
   Address: Window Works of Annapolis
   1460 Ritchie Highway, Suite 106
   Arnold, Md 21012

BOOK 580 PAGE 594

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND (MD-B-25)
   Address: Metro Plaza One, 8401 Colesville Road
   Silver Spring, Maryland 20910

3. This Financing Statement covers the following type (or items) of property:
   All accounts of Debtor, Whether now existing or hereafter arising. All other goods (including, without limitation, farm products) all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired.

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is goods which are or are to become *fixtures* - describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.) The above-described goods are affixed or to be affixed to:

RECORD FEE 12.00
POSTAGE .50
#396050 C263 R01 T10:45
05/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

☒ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s): Hay Enterprises, Inc.
t/a Window Works of Annapolis
James A. Hay, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Teresa M. Vance, Branch Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

12.50

M-580 Rev. 5/86

CFINSTMT1 New Anne Arundel County

12.50

BOOK 580 PAGE 595

286444

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 $ 200,000.00
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 Circuit Court of Anne Arundel County, Md.

5. Debtor(s) Name(s):
Hustead Dental Associates

Address(es):
2331 E Forest Drive
Annapolis, Maryland 21401

6. Secured Party:
MARYLAND NATIONAL BANK
Attention: LDRU 250603

Address:
100 S. 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 _____.

RECORD FEE 12.00
RECORD TAX 1400.00
POSTAGE .50
9A5A750 CASH RCP 109:18 05/29/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Debtors: Hustead Dental Associates

By: X _____ (Seal)
Jay W. Hustead, General Partner

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

12.00
1400.00
50

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

Return To:
LSU Team 4 Mailstop 250627
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

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)

Padron, Carmen M.
5214 Wasena Avenue
Baltimore, MD 21225

2. Secured Party(ies) and address(es)

National Thermal Industries, Inc.
817 Maiden Choice Ln/250
Baltimore, MD 21228

BOOK 580 PAGE 596

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

286445

RECORD FEE 12.00
POSTAGE .50
#396580 C283 R01 T11:55
05/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

Total amount financed $3400.00 Recorded in land records

(1) Deck

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

5. Assignee(s) of Secured Party and Address(es)

Chrysler First 2.00
5550 Sterrett Pl/205
Columbia, MD 21044

#396580 C283 R01 T11:55
05/28/92
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:

X Carmen Padron

Carmen Padron

By: _____
Signature(s) of Debtor(s)

National Thermal Industries , Inc.
817 Maiden Choice Ln/250
Baltimore, MD 21228

By: Jon Sagner
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy–Alphabetical **STANDARD FORM – FORM UCC-1.**

BOOK 580 PAGE 597

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 246214

RECORDED IN LIBER 459 Page ~~XXXX~~ 122 ON 2/15/83 (DATE)

1. Debtor's name and address:

FREDERICK R DIEHLMANN, JR. & CONSTANCE M. DIEHLMANN
6500 S. OSBORNE RD.
UPPER MARLBORO, MD. 20772

2. Secured party's name and address:

FIRST VIRGINIA BANK
6400 ARLINGTON BLVD
FALLS CHURCH, VA 22046

3. Person and address to whom statement is to be returned if different from above:

4. Maturity date of obligation, if any_____.

5. Statement of:

☐ **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.

☒ **Terminations.** The secured party certifies that he no longer claims a security interest under the financing statement referred to above.

☐ **Partial Release.** From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)

☐ **Assignment.** The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:

☐ **Other:**

RECORD FEE 10.00
POSTAGE .50
#376690 C263 R01 T12:08
05/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated May 21, 1992

First Virginia Bank (Bank)
By Elaine W. Hartselle
Elaine W. Hartselle, Operations Officer
TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

47227 10/85

107

286446

FINANCING STATEMENT

[ ] To Be Recorded In The Financing Statement Records Of Maryland State Department Of Assessments And Taxation.

[X] To Be Recorded In The Financing Statement Records Of Anne Arundel County.

[ ] To Be Recorded In The Land Records Of Anne Arundel County.

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code to provide notice of the lien and provisions of the Deed Of Trust and Security Agreement from the Debtor to the Trustees dated on even date herewith, securing a debt in the principal amount of $950,000.00 of which $440,400.00 has been advanced as of the date hereof. All required documentary stamps have been affixed to the Deed Of Trust. The Deed Of Trust is recorded or intended to be recorded among the Land Records of Anne Arundel County.

1. The name and address of the Debtor is:

Name Of Debtor:	Address:
Landcon, Inc.	8743 R Mylander Lane Baltimore, MD 21204 ATTN: Richard Yaffe, Pres.

2. The name and address of the Secured Party is:

Name Of Secured Party:	Address:
The Citizens National Bank	390 Main Street Laurel, MD 20707 ATTN: Martin A. Sharpless Pres.

RECORD FEE 17.00
#396770 C263 R01 T12:13
05/28/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Name Of Trustees Under Deed Of Trust:	Address:
Martin A. Sharpless Patricia G. Woods	c/o The Citizens National Bank, 390 Main Street Laurel, MD 20707

3. This Financing Statement covers the following items of property:

A. The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be

4/6

located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

B. All accounts, accounts receivable, contract rights and general intangibles in respect of or growing out of any and all leases and/or subleases executed by the Debtor, as lessor, for or in connection with the lease or sublease of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease and/or sublease 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 and/or subleases are in existence on the date hereof or are hereafter created.

4. Proceeds and products of the collateral are covered.

5. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel of land (and the improvements now or

hereafter existing thereon) described in Exhibit A attached hereto as a part hereof.

DEBTOR:
LANDCON, INC.

Dated: May 21, 1992

By: _____
RICHARD YAFFE, PRES.

SECURED PARTY:
THE CITIZENS NATIONAL BANK

By: _____
PATRICIA G. WOODS, AVP

ATTORNEY CERTIFICATION

I certify that this instrument was prepared under the supervision of the undersigned, an attorney admitted to practice before the Court Of Appeals Of Maryland.

_____
MARTIN L. GOOZMAN

After this Financing Statement is recorded, return to:
Martin L. Goozman, Esquire
Wilson, Goozman, Bernstein & Markuski
9101 Cherry Lane, Suite 207
Laurel, Maryland 20708

EXHIBIT A

LEGAL DESCRIPTION

Lots 13 and 15 as shown on a Plat entitled, "Orchard Gate at Piney Orchard P.U.D. Subdivision Phase 1 Parcel 15", which plat is recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 7158, Book 137, Page 35.

Lot 8 as shown on a Plat entitled, "Orchard Gate at Piney Orchard P.U.D. Subdivision Phase 1 Parcel 15", which plat is recorded among the Land Records of Anne Arundel County, Maryland, as Plat No. 7159, Book 137, Page 36.

WITNESS OR ATTEST:

GRANTOR(S):
LANDCON, INC.

By: _____ (SEAL)
RICHARD YAFFE, PRES.

END LIBER