

0100861036

1800 M Street, N.W.  
Washington, D.C. 20036-5869  
202-467-7000  
Fax: 202-467-7176

**Morgan, Lewis  
& Bockius LLP**  
COUNSELORS AT LAW

NOV 22 1 45 PM '95

RECEIVED

19725

Dennis N. Barnes  
202-467-7060

November 22, 1995

NOV 2 1995 PM

*Handwritten:* County of... Dennis N. Barnes

Mr. Vernon A. Williams, Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Room 2215  
Washington, D.C. 20423

BY HAND DELIVERY

Dear Secretary Williams:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The enclosed document is a Security Agreement and is a primary document, dated as of March 31, 1992 between certain named persons as Debtors and New Windsor State Bank as Secured Creditor.

The names and addresses of the parties to the document are as follows:

Debtors:

Mr. James L. Stookey  
20707 Mouth of Monocacy Road  
Dickerson, Maryland 20842

Mr. J. Thomas Novotny  
6478 Hanover Road  
Hanover, Maryland 21076

Mr. Bertrand J. Lureau  
5600 39th Avenue  
Hyattsville, Maryland 20781

Estate of James E. Stewart  
c/o Karen G. Stewart,  
Personal Representative  
7801 Renoir Court  
Rockville, Maryland 20854

A description of the equipment covered by the document follows:

- #39: U.S. Army Kitchen Car, USA 89655, owned by James L. Stookey
- #4607: Dining Car, ex PA RR 4607, owned by James L. Stookey and James E. Stewart
- #100: "The Catoctin" Private Business Car MMID 100, formerly PA RR car, owned by Bertrand L. Lureau and James E. Stewart
- #155: Dining/Snack Car, ex PA RR, formerly Wabash 200, later Amtrak 9460, owned by J. Thomas Novotny

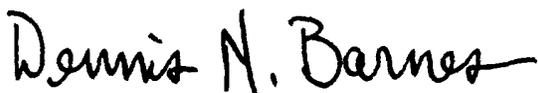
A fee of twenty-one dollars (\$21) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned at the offices of Morgan, Lewis & Bockius LLP, 1800 M Street, N.W., Washington, D.C. 20036 by hand of the delivering messenger.

A short summary of the document to appear in the index follows:

A Security Agreement between New Windsor State Bank and these Debtors: (1) J. Thomas Novotny, 6478 Hanover Road, Hanover, Maryland 21076; (2) James L. Stookey, 20707 Mouth of Monocacy Road, Dickerson, Maryland 20842; (3) Bertrand J. Lureau, 5600 39th Avenue, Hyattsville, Maryland 20781; and (4) Estate of James E. Stewart, c/o Karen G. Stewart, Personal Representative, 7801 Renoir Court, Rockville, Maryland 20854, covering these rail cars: (i) Ex-U.S. Army Kitchen Car, bearing road no. USA 89655; (ii) Dining Car, Ex-Pennsylvania RR, bearing road no. PARR 4607; (iii) Private Business Car, ex-Pennsylvania RR, bearing road no. MMID 100; and (iv) Dining/Snack Car, ex-Amtrak, bearing road no. Amtrak 9460.

If you have any questions, please do not hesitate to call the undersigned.

Very truly yours,



Dennis N. Barnes  
Attorney for  
New Windsor State Bank

Enclosures  
DNB:11



Interstate Commerce Commission  
Washington, D.C. 20423-0001

11/22/95

Office Of The Secretary

Dennis N. Barnes  
Attorney  
Morgan, Lewis & Bockius, LLP  
1800 K Street, NW  
Washington, DC., 20036-5869

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/22/95 at 1:35PM, and assigned recordation number(s) 13725.

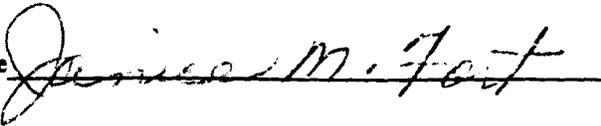
Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)  
(0100861036)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



\_\_\_\_\_)  
City of Washington )  
\_\_\_\_\_)  
District of Columbia )  
\_\_\_\_\_)

19725

2 1995

AFFIDAVIT OF DENNIS N. BARNES

1. My name is Dennis N. Barnes. I am a member of the District of Columbia Bar. I am a partner in the firm of Morgan, Lewis & Bockius LLP, 1800 M Street, N.W., Washington, D.C. 20036. I am the attorney for New Windsor State Bank in the matter of recording a security interest in rail cars at the Interstate Commerce Commission. I make this affidavit in accordance with 49 C.F.R. § 1177.3(b)(3).

2. Attached to this affidavit is a true copy of these documents to be recorded with the Interstate Commerce Commission under the provisions of 49 U.S.C. § 11303 on November 22, 1995:

A Security Agreement between New Windsor State Bank and J. Thomas Novotny, James L. Stookey, Bertrand J. Lureau, and James E. Stewart, together with certain underlying documents related thereto: loan agreement and financing statement dated March 31, 1992 and an inventory of railcars covered by the Security Agreement.

3. I have compared the attached copy with the original documents and found the copy thereof to be complete and identical in all respects to the original documents.

Further the affiant sayeth not.

*Dennis N. Barnes*

\_\_\_\_\_  
Dennis N. Barnes

Subscribed and sworn to before me, a notary public, this 22nd day of November 1995.

*Francis Sparkman* [SEAL]  
\_\_\_\_\_  
Notary Public

My commission expires: My Commission Expires November 30, 1993

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, made this 31st day of March, 1992, between ~~xxxx~~ <sup>xxxx</sup> GNA, Inc. T/A The Entertainment Line & Individually (herein the "Borrower") and NEW WINDSOR STATE BANK, a body corporate of the State of Maryland (herein the "Bank").

In consideration of the mutual covenants and promises set forth herein, Borrower and Bank agree:

SECTION ONE  
CREATION OF SECURITY INTEREST

Borrower hereby grants to Bank a security interest in the collateral described on Exhibit A to secure the performance and payment of Borrower's note of even date in the amount of \$ 275,000.00 given to the Bank and payable as to principal and interest as therein provided.

SECTION TWO  
BORROWER'S GENERAL OBLIGATIONS

(a) Payment. Borrower shall pay to Bank the sum evidenced by the above mentioned note and any renewals or extensions thereof in accordance with the terms of such note, including any other obligations that now exist or may hereafter accrue from Borrower to Bank.

(b) Warranties. Borrower warrants and covenants:

Except for the security interest hereby granted Borrower has full fee simple to the collateral free of any lien, security interest, encumbrance or claim and Borrower will, at Borrower's cost and expense, defend any action that may affect the Bank's security interest in or Borrower's title to the collateral.

(c) Borrower shall perform all covenants and agreements set forth in this Security Agreement.

SECTION THREE  
OBLIGATION OF BANK

Bank shall make the loan to debtor as agreed and as evidenced, by the above mentioned note.

SECTION FOUR  
PROCEEDS OF COLLATERAL

Borrower hereby grants to secured party a security interest in and to all proceeds of collateral. This provision shall not be construed to mean that Borrower is authorized to sell, lease, or dispose of collateral without the consent of Bank.

SECTION FIVE  
DECREASE IN VALUE OF COLLATERAL

If in the judgment of Bank collateral has materially decreased in value, or if Bank shall at any time deem itself insecure, Borrower shall either provide additional collateral sufficient to satisfy Bank or reduce the total indebtedness by an amount sufficient to satisfy Bank.

SECTION SIX  
FINANCING STATEMENT

At the request of Bank, Borrower will join in executing, or will execute as appropriate, all necessary financing statements in a form satisfactory to Bank, and will pay the cost of filing such statements. Borrower will execute all other instruments deemed necessary by Bank and pay the cost of filing such documents. Borrower warrants that no financing statement covering collateral or any part thereof or any proceeds thereof is presently on file in any public office.

SECTION SEVEN  
LOCATION AND IDENTIFICATION OF COLLATERAL

Borrower will keep collateral separate and identifiable and at the address of Borrower shown herein, and Borrower will not remove collateral from such address without the written consent of Bank.

SECTION EIGHT  
ALIENATION OF COLLATERAL

Borrower will not, without the written consent of Bank, sell, contract to sell, lease, encumber, or otherwise dispose of collateral or any interest therein until this security agreement and all debts secured thereby have been fully satisfied.

SECTION NINE  
INSURANCE

Borrower shall insure collateral with companies acceptable to Bank against such casualties and in such amounts as Bank shall require. The insurance shall be for the benefit of Borrower and Bank as their interests may appear. Bank is hereby authorized to collect from the insurance company any amount that may become due under any of such insurance, and the Bank may apply the same to the obligations hereby secured.

SECTION TEN  
TAXES AND ASSESSMENTS

Borrower shall pay promptly when due all taxes and assessments levied on collateral or on its use and operation.

SECTION ELEVEN  
PROTECTION OF COLLATERAL

Borrower shall keep collateral in good order and repair; shall not waste or destroy collateral or any part thereof; and shall not use collateral in violation of any statute or ordinance. Bank shall have the right to examine and inspect collateral at any reasonable time.

SECTION TWELVE  
REIMBURSEMENT OF EXPENSES

Bank may at its option and at any time discharge taxes, liens, or interest on collateral, perform or cause to be performed for and on behalf of debtor any actions and conditions, obligations, or covenants that Borrower has failed or refused to perform, or pay for the repair,

maintenance, and preservation of collateral. All sums so expended shall bear interest from the date of payment at the rate of 10.50 per cent (10.50%) per year, shall be payable at the place designated in the above mentioned note, and shall be secured by this security agreement.

SECTION THIRTEEN  
TIME OF PERFORMANCE

When performing any act under this security agreement and the note secured thereby, time shall be of the essence.

SECTION FOURTEEN  
WAIVER

Failure of Bank to exercise any right or remedy, including but not limited to the acceptance of partial or delinquent payments, shall not be a waiver of any obligation of Borrower or right of Bank or constitute a waiver of any other similar default subsequently occurring.

SECTION FIFTEEN  
DEFAULT

The occurrence of any one or more of the following events shall constitute a default by Borrower under this agreement:

- (a) the failure to pay when due the principal or the interest on the above mentioned note or any other indebtedness of Borrower secured hereby;
- (b) the failure to keep, observe or perform any provisions of this agreement, the note or any other document executed in connection with the loan secured hereby;
- (c) the default in the observance or performance of any of Borrower's liabilities;
- (d) the making or furnishing to the Bank of any representation, warranty or certificate in connection with this agreement which is or shall become materially false;
- (e) the occurrence of a material, adverse change in Borrower's financial condition;
- (f) the making of an assignment for the benefit of Borrower's creditors;
- (g) the commencement of proceedings by or against the Borrower in bankruptcy or for reorganization or for the readjustment of debts under the Bankruptcy Code or under any other law, whether state or federal, now or hereafter existing for the relief of debtors, and such proceeding is not discharged within fifteen (15) days if involuntary;
- (h) the appointment of a receiver or trustee for the Borrower or for any substantial part of its assets, or the institution of any proceedings for the dissolution, or the full or partial liquidation, of the Borrower, and such appointment proceedings are not discharged within fifteen (15) days if involuntary;
- (i) The failure to pay, stay or cause to be vacated or discharged any final judgment against the Borrower within thirty (30) days after entry thereof.

SECTION SIXTEEN  
REMEDIES

On any default, and at any time thereafter:

(a) Bank may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided by Title 9 of the Commercial Law Article of the Maryland Code as well as any and all other rights and remedies possessed by Bank.

(b) Bank shall have the right to remove collateral from Borrower's premises. Bank may require Borrower to assemble collateral and make it available to Bank at any place to be designated by it that is reasonably convenient to both parties. For purposes of removal and possession of collateral, Bank or its representatives may enter any premises of Borrower without legal process, and Borrower hereby waives and releases Bank of and from any and all claims in connection therewith or arising therefrom.

(c) Unless collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Bank shall give Borrower reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown herein at least ten (10) days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling, or the like shall include reasonable attorneys' fees and legal expenses incurred by Bank.

SECTION SEVENTEEN  
GOVERNING LAW

(a) This security agreement shall be construed according to the Commercial Law Article and other applicable laws of the State of Maryland, and all obligations of the parties created hereunder are to be performed in the State of Maryland.

(b) All terms used herein that are defined in shall have the same meaning as therein defined.

SECTION EIGHTEEN  
MISCELLANEOUS

(a) This agreement, and all of the terms, conditions and covenants herein contained, shall be binding upon the parties hereto and their successors and assigns, and shall inure to the benefit of the parties hereto and to the successors and assigns of the Bank, but shall not inure to the benefit of any other person, firm or corporation.

(b) This agreement may not be changed, modified or amended except by a writing signed by all of the parties hereto.

(c) A carbon, photographic or other reproduction of this agreement or of a financing statement is sufficient as a financing statement and may be filed as such.

(d) In the event of conflict between the terms of any of the documentation relating to the loan or the relationships and rights between the Bank and the Borrower, the Bank shall have the right to elect whichever of such conflicting terms shall be applicable to such event of conflict.

(e) When used in this agreement, the singular of any word shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

(f) All titles and headings of or in this agreement are for reference purposes only; they are not intended to nor shall they be construed to in any way limit the substantive provisions contained in this agreement or any part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and sealed as of the day and year first above written.

WITNESS:

B. W. Manger  
B. W. Manger

Gus Novotny Associates, Inc. & Individually

J. Thomas Novotny Pres. (SEAL) ✓  
J. Thomas Novotny, President  
Bertrand J. Lureau (SEAL)  
Bertrand J. Lureau, Vice President  
BORROWER(s)

Address of Borrower(s):

41 North Main Street

Union Bridge, MD 21791

NEW WINDSOR STATE BANK,

Linda L. Garner

By:

B. Wesley Manger  
BANK B. Wesley Manger, Cashier

James E. Stewart  
James E. Stewart, Debtor

James L. Stookey  
James L. Stookey, Debtor ✓

Robert J. McCown  
Robert J. McCown, Debtor ✓

Mary Alice Stookey  
Mary Alice Stookey, Debtor ✓

## EXHIBIT A

## ESTIMATE OF VALUE REPORT UPDATE

ON JUNE 8, 1989 GUS NOVOTNY ASSOCIATES, INC. (GNA) ENGAGED D.F. BARNHARDT & ASSOCIATES TO EXAMINE AND EVALUATE GNA'S PASSENGER CARS THAT WERE PURCHASED FROM THE MARYLAND MIDLAND RAILWAY FOR THE PRICE OF \$ 50,000. THE PURPOSE OF THAT "ESTIMATE OF VALUE REPORT" WAS TO DETERMINE THE FAIR MARKET VALUE OF SAID EQUIPMENT AS OF TUESDAY JUNE 20, 1989. INCLUDED IN THAT REPORT WAS A SUGGESTED REPAIR LIST FOR EACH CAR (SEE ATTACHED REPORT). SINCE THE TIME OF THAT REPORT MOST ITEMS WERE CORRECTED AND ADDITIONAL WORK WAS PERFORMED TO INCREASE THE VALUE OF THE EQUIPMENT.

CAR NUMBER	TYPE OF CAR	VALUE EST BY D.F.B.	WORK PERFORMED	NEW EST.D VALUE
33	POWER GENERATOR	\$ 22,000	REPAIRED DEFECTS & REGULAR MAINTENANCE (NO CHANGE IN VALUE)	\$ 22,000
58	DOME/ TABLE/ DINER / KITCHEN	\$ 75,000	NEW AC UNITS (2) R-22, REBUILT 50 KVA GENERATOR, ALL REFRIGERATION OK, NEW TABLE & CHAIRS, INSTALLED ELECTRIC HEAT.	\$ 105,000
56	COACH	\$ 15,000	CONVERTED TO TABLE CAR WITH FULL BAR, REPLACED AC TO R-22, INSTALLED ELEC. HEAT	\$ 55,000
59	OPEN TOURIST CAR	\$ 12,500	CONVERTED TO DANCE CAR, INSTALLED 120/240 VOLT SYSTEM, SOUND SYSTEM, LIGHT SYSTEM	\$ 45,000
72	72 PASS. COACH	\$ 9,500	SOLD IN 1990 FOR \$ 28,500	-0-
60	60 PASS. COACH	\$ 15,000	SOLD IN 1990 FOR \$ 25,000	-0-
83	76 PASS. COACH	\$ 14,500	INSTALLED ELEC. HEAT	\$ 18,000
45	44 PASS. COACH	\$ 19,500	MAINTENANCE ONLY (NO INCREASE IN VALUE)	\$ 19,500
39	US ARMY KIT. CAR	\$ 4,500	STORED ( NO INCREASE IN VALUE)	\$ 4,500
60	76 PASS OPEN WIN.	\$ 11,000	PAINTED INSIDE/OUTSIDE	\$ 28,000
940952	FX US ARMY SLEEP	\$ 4,000	STORAGE CAR (NO INCREASE IN VALUE)	\$ 4,000
940941	EX US ARMY KITCH.	\$ 4,000	STORAGE CAR (NO INCREASE IN VALUE)	\$ 4,000
B & O	M OF W KITCHEN	N.A.	EX B & O DINNER PURCHASED 1991	\$ 4,000
B & O	M OF W SLEEPER	N.A.	EX B & O COACH PURCHASED 1991	\$ 4,000
EQUIPMENT OWNED BY GUS NOVOTNY ASSOC., INC				\$ 313,500
1155	BUFFET/ LOUNGE	\$ 75,000	PURCHASED 1989 (OWNED BY G. NOVOTNY)	\$ 90,000
PRR4607	DINNER/TABLE/BAR	\$ 13,000	STORED (OWNED BY J. STEWART & J. STOOKEY)	\$ 13,000
800065	DOME/LOUNGE	N.A.	UNDER REMODELING (OWNED BY G. NOVOTNY)	\$ 80,000
100	BUSINESS CAR	N.A.	IN USE (OWNED BY J. STEWART & J. LUREAU)	\$ 45,000
BOX	TOTAL 3 CARS	N.A.	USED AS STORAGE	\$ 1,000
C&O 100	40 PASS/BAR	N.A.	STORED (OWNED BY J. STOOKEY)	\$ 15,000
TOTAL VALUE OWNED BY INVESTORS IN GNA, INC.				\$ 244,000
TOTAL AVAILABLE FOR COLLATERAL BY GNA, INC.				\$ 557,000

# NEW WINDSOR STATE BANK

LOAN CODE B 5120  
 OFFICE CODE 15  
 CUSTOMER CODE B 52-1638221

Date March 31, 19 92

Loan Amount \$ 275,000.00 Loan # 2-21836

**Notice:** Read this agreement before signing it, and do not sign if it is not fully completed, or if you do not understand any part of it. As used in this agreement, the word "I" means every person signing as borrower, or as guarantor or owner of collateral. If there is more than one borrower, or if there is a guarantor or guarantors, each agrees

both individually and jointly with the other borrower(s) and/or guarantor(s) to do everything which a borrower promises to do under this agreement. The word "you" means

**I promise to pay to the order of, New Windsor State Bank 213 Main St., P.O. Box 489, New Windsor, MD 21776, the amount financed together with finance charges and other fees according to the terms of this Agreement.**

Amount Financed	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	Total of Payments
\$ <u>275,000.00</u> This is the amount I am borrowing.	\$ <u>103,186.79</u> This is the dollar amount this loan will cost me.	<u>10.50</u> % This is what my loan will cost as a yearly rate of interest.	\$ <u>378,186.79</u> This is the total amount I will pay if I make all payments as scheduled.

I have the right to receive at this time an itemization of the Amount Financed. Filing fees \$ \_\_\_\_\_  
 I want an itemization. INITIALS  I do not want an itemization. INITIALS Non-filing insurance \$ \_\_\_\_\_

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
59	\$ <u>4,636.39</u>	Monthly, beginning on May 1, 1992.
1	\$ <u>104,639.78</u>	Final payment due on April 1, 1997.

**Late Charge:**  If a payment is more than 15 days late, I will be charged the greater of \$2.00 or 5% of the payment.

**Security:** I am giving a security interest in: **Prepayment:** If I pay off early, I

- the goods or property being purchased and/or
- Financing statement  
(brief description of other property).

- will not have to pay a penalty and,
  - will not have to pay a minimum finance charge and,
  - may be entitled to a refund of part of the finance charge.
- I am not entitled to a rebate of any loan processing fee.

**Property Insurance**

I may obtain property insurance from anyone I want that is acceptable to you.

This obligation has a demand feature. Disclosures are based on an assumed maturity of one year.

**MORE INFORMATION:** I will review my contract documents for any additional information regarding your right to require repayment in full before the scheduled date, security interests and other terms of this loan. \*means an estimate If a box  is not checked that term does not apply.

I understand that this is a simple interest agreement. This means that when I reduce the unpaid balance of the Amount Financed by a payment, I thereafter pay interest only on the reduced balance. My payments are first applied to interest earned, and then to the unpaid balance of the Amount Financed.

**Collateral (Personal Property):** The above mentioned security (collateral) which is given as "security interest" under the Uniform Commercial Code for this loan is more definitively described as follows:  
Financing statement

I promise to keep the property described above in good repair, to keep it insured for your protection against loss, damage and theft for the amount of the unpaid loan balance and to have the insurance made payable to you. I will give you proof that I have bought this insurance. If I fail to buy this insurance, or to pay the premiums, you may do so, and I agree that you may add any premiums you pay to the Amount Financed. I also promise not to use that property in violation of the law; to keep it at my address as shown in this agreement; not to dispose of it; and not to give anyone else a security interest in it, or permit any lien to attach to it.

**Default:** I will be in default under this agreement if I fail to make any payment due; if I fail to do anything I have agreed to do under this agreement; if I fail to pay any other debts I have with you; if I become involved in any proceeding under any bankruptcy or insolvency law as a bankrupt or a debtor; or if I gave you any false information in my loan application. If I am in default, I will immediately pay you the entire unpaid loan balance if you demand that I do so. You will have all the legal rights of a secured party, including the right to take possession of any collateral described in the section titled Collateral (Personal Property) and, after reasonable notice to me, to sell it and apply the money you receive, toward payment of your possession expenses and what I owe you under this agreement. I agree that notice will be reasonable if you mail it to me 10 days before the sale. If you repossess the collateral or sue me to collect this loan, I agree to pay reasonable attorney's fees and court costs. If I default, I also agree that you may, without first repossessing and selling any collateral, set off any funds I may have on deposit with you or any other money you may owe me, to pay the unpaid balance of the loan. You do not lose any of your rights because you delay or fail to exercise them.

**Early Payments:** Because this is a simple interest agreement, if I voluntarily pay the loan balance before it is due, or if I pay when you have demanded immediate payment in full because I have defaulted under this agreement (explained in the section titled Default), then my interest charges and any credit insurance charges will be less than shown. My interest charges will be less if I make early payments, or larger payments.

The **ANNUAL PERCENTAGE RATE**, the **FINANCE CHARGE** and the **Total of Payments** disclosed above assume that I will make each payment in the full amount when due.

**Signatures:** I have signed this loan agreement on the date written below, and I acknowledge that I have read it, that I understand it, and that I received a fully completed copy before signing. I also understand that I am fully obligated to pay the loan and that you don't have to demand payment by any other person signing the loan agreement as borrower or guarantor, or take steps to repossess any collateral.

Date March 31, 19 92

Date \_\_\_\_\_, 19 \_\_\_\_\_

X \_\_\_\_\_  
GUARANTOR

X \_\_\_\_\_  
GUARANTOR

**Owner of Collateral:** As owner of the collateral described above, I give you a security interest in that collateral as security for repayment of the loan made to the borrower(s), and agree to the terms of this agreement relating to collateral. I also agree that you won't lose your security interest in the collateral even if you agree, without notifying me or without my permission, with any borrower(s) or guarantor(s) to allow more time for repayment of the loan.

Date \_\_\_\_\_, 19 \_\_\_\_\_

X \_\_\_\_\_  
OWNER OF COLLATERAL

GNA, Inc. T/A Entertainment Line & Individually  
BORROWER'S NAME (PRINT)

X Thomas Novotny J. Thomas Novotny  
BORROWER BORROWER

X \_\_\_\_\_ James L. Stookey  
BORROWER BORROWER

X \_\_\_\_\_ James E. Stewart  
STREET ADDRESS

P.O. Box 478, Union Bridge, MD 21791  
CITY STATE ZIP

Bertrand J. Lureau  
Bertrand J. Lureau

AN EQUAL OPPORTUNITY LENDER

Robert J. McCown, P.E.  
Robert J. McCown, P.E.

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. \$ 275,000.00

If this statement is to be recorded in land records check here. [X] \$1,815.00

This financing statement Dated March 31, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Gus Novotny Associates, Inc.

Name ~~XXXXXXXXXX~~ T/A The Entertainment Line and ~~XXXXXXXXXX~~ J. Thomas Novotny & Bertrand J. Lureau

Address 41 North Main St., Union Bridge, MD 21791

2. SECURED PARTY

Name New Windsor State Bank

Address 213 Main Street, New Windsor, MD 21776

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 Storage Cars \$ 1,000.00 ✓
- Power Generator \$ 22,000.00 ✓
- Dome/Diner/Kitchen Car \$105,000.00 ✓
- Coach \$ 55,000.00 ✓
- Open Tourist Car \$ 45,000.00 ✓
- 76 Passenger Car \$ 18,000.00 ✓
- 44 Passenger Car \$ 19,500.00 ✓
- US Army Kitchen Car \$ 4,500.00 ✓
- 76 Passenger Open Wind. \$ 28,000.00 ✓
- US Army Sleeper \$ 4,000.00 ✓
- US Army Kitchen \$ 4,000.00 ✓

- M of W Kitchen \$ 4,000.00 ✓
- M of W Sleeper \$ 4,000.00 ✓
- Buffet/Lounge \$ 90,000.00 ✓
- Diner/Bar \$ 13,000.00 ✓
- Dome/Lounge \$ 80,000.00 ✓
- Business Car \$ 4,000.00 ✓

Name and address of Assignee  
21488129  
21488130

40 Passenger Car \$ 11,000.00 CHECK [X] THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gus Novotny Associates, Inc. and Individually

J. Thomas Novotny, Pres. (Signature of Debtor)

J. Thomas Novotny, President (Type or Print Above Name on Above Line)

Bertrand J. Lureau (Signature of Debtor)

Bertrand J. Lureau, Vice President (Type or Print Above Signature on Above Line)

RECORDED ON MAY 27, 1992 AT 08:44 AM IN THE FINANCING RECORDS OF THE MD. ST. DEPARTMENT OF ASSESSMENTS AND TAXATION ID # 121488129 RECEIPT # 23082060097 SEE BOTTOM OF PAGE FOR LIBER & FOLIO RECORDING FEE 17.00 RECORDATION TAX

\* THIS SERVES AS YOUR RECEIPT \*

STATE DEPT. OF ASSESSMENTS & TAXATION RECEIVED MAY 8 4 44 AM '92

STATE DEPT. OF ASSESSMENTS & TAXATION RECEIVED MAY 11 AM 9 46

B. Wesley Manger (Signature of Secured Party)

B. Wesley Manger, Cashier

(Type or Print Above Signature on Above Line)

3421 0322

OVER

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. \$ 275,000.00

If this statement is to be recorded in land records check here.  \$1,815.00

This financing statement Dated March 31, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Gus Novotny Associates, Inc. Name: T/A The Entertainment Line and J. Thomas Novotny & Bertrand J. Lureau Address: 41 North Main St., Union Bridge, MD 21791

2. SECURED PARTY Name: New Windsor State Bank Address: 213 Main Street, New Windsor, MD 21776

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 Storage Cars \$ 1,000.00
Power Generator \$ 22,000.00
Dome/Diner/Kitchen Car \$105,000.00
Coach \$ 55,000.00
Open Tourist Car \$ 45,000.00
76 Passenger Car \$ 18,000.00
44 Passenger Car \$ 19,500.00
US Army Kitchen Car \$ 4,500.00
76 Passenger Open Wind. \$ 28,000.00
US Army Sleeper \$ 4,000.00
US Army Kitchen \$ 4,000.00

- M of W Kitchen \$ 4,000.00
M of W Sleeper \$ 4,000.00
Buffet/Lounge \$ 90,000.00
Diner/Bar \$ 13,000.00
Dome/Lounge \$ 80,000.00
Business Car \$ 4,000.00

Name and address of Assessor 21488129 21488130

40 Passenger Car \$1,000.00 CHECK THE LINES WHICH APPLY \$557,000.00

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

(If collateral is woods which are or are to become be affixed to: (describe real estate))

RECORDED ON MAY 27, 1992 AT 08:44 AM IN THE FINANCING RECORDS OF THE MD. ST. DEPARTMENT OF ASSESSMENTS AND TAXATION ID # 121488129 RECEIPT # 23082060097 SEE BOTTOM OF PAGE FOR LIBER & FOLIO RECORDING FEE 17.00 RECORDATION TAX

\* THIS SERVES AS YOUR RECEIPT \*

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

Gus Novotny Associates, Inc. and Individually J. Thomas Novotny, Pres. (Signature of Debtor)

J. Thomas Novotny, President Type or Print Above Name on Above Line

Bertrand J. Lureau (Signature of Debtor)

Bertrand J. Lureau, Vice President Type or Print Above Signature on Above Line

STATE DEPT. OF ASSESSMENTS & TAXATION RECEIVED 2 MAR 11 AM 9 16

B. Wesley Manger, Cashier Type or Print Above Signature on Above Line 3421 0322



# FINANCING STATEMENT

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

DEBTOR GNA, Inc. T/A The Entertainment Line and Individually  
(Name or Names)

41 North Main Street, Union Bridge, Carroll, MD 21791  
(Debtor's Address--Street No., City, County, State)

SECURED PARTY NEW WINDSOR STATE BANK  
New Windsor, Maryland 21776

1. This financing statement covers the following items of personal property:

40 Passenger Car	\$ 15,000.00
3 Storage Cars	\$ 1,000.00
Power Generator	\$ 22,000.00
Dome/Diner/Kitchen	\$105,000.00
Coach	\$ 55,000.00
Open Tourist Car	\$ 45,000.00
76 Passenger Car	\$ 18,000.00
44 Passenger Car	\$ 19,500.00
US Army Kitchen Car	\$ 4,500.00
76 Passenger Open Wind.	\$ 28,000.00
Ex US Army Sleeper	\$ 4,000.00
Ex US Army Kitchen	\$ 4,000.00
M of W Kitchen	\$ 4,000.00
M of W Sleeper	\$ 4,000.00
Buffet/Lounge	\$ 90,000.00
Diner/Bar	\$ 13,000.00
Dome/Lounge	\$ 80,000.00
Business Car	\$ 45,000.00
	<u>\$557,000.00</u>

05-08-92 12:10 P  
 RECTAX 1815.00  
 FINSTM P0007  
 REC FEE 16.00  
 POST 0.50  
 TTL 1831.50  
 CL-7 1A9323

2. This transaction (~~is~~) (~~is not~~) exempt from the Recordation Tax.  
Consideration \$ 275,000.00 is not

Dated this 31st day of March, 19 92

Gus Novotny Associates, Inc. and Individually  
Debtor

J. Thomas Novotny Pres.  
J. Thomas Novotny, President Signs

NEW WINDSOR STATE BANK

Bertrand J. Lureau  
Bertrand J. Lureau, Vice President Signs

By B. Wesley Manger  
B. Wesley Manger, Cashier

Return to New Windsor State Bank, New Windsor, Maryland 21776

OVER  
1,815.  
16.5

~~James L. Stookey, Debtor~~  
James L. Stookey, Debtor

~~Mary A. Stookey, Debtor~~

X ~~James E. Stewart, debtor~~  
James E. Stewart, debtor

~~Robert J. McCown, Debtor~~  
(13)

Robert J. McCown, Debtor

RECEIVED IN  
CIRCUIT COURT  
CARR  
MAY 8 12 05 PM '92  
LARRY W. GILLESPIE

CLERK  
LARRY W. GILLESPIE

1992-05-08 12:05 PM  
CARR  
MAY 8 12 05 PM '92  
LARRY W. GILLESPIE