APPENDIX A

LIST OF ACRONYMS

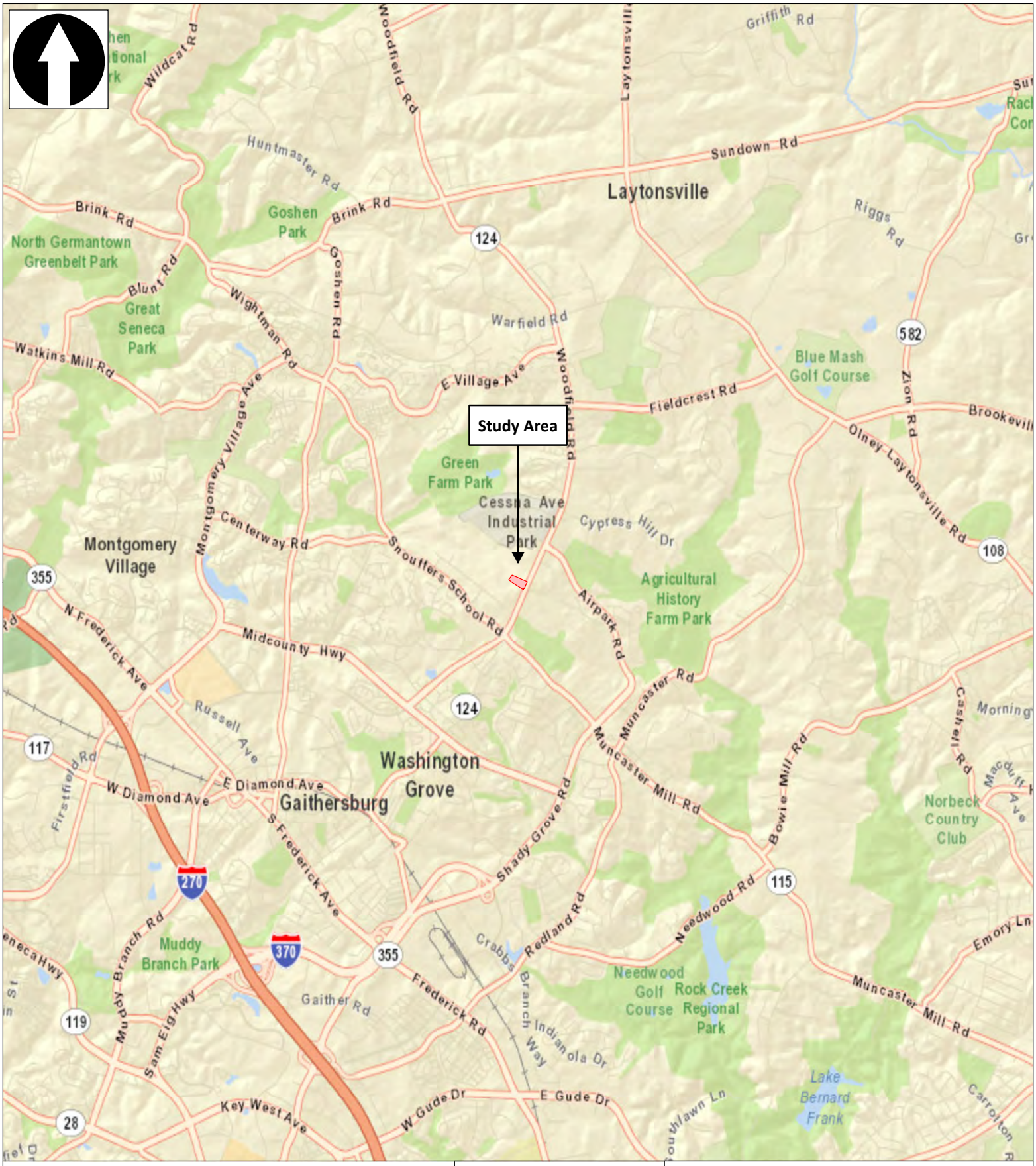
LIST OF ACRONYMS

AMSL	Above Mean Sea Level
AST	Aboveground Storage Tank
ASTM	American Society for Testing and Materials
AUL	Activity and Use Limitation
BGS	Below Ground Surface
CEM	Chesapeake Environnemental Management, Inc.
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CERCLIS	CERCLA Information System
CESQG	Conditionally Exempt Small Quantity Generator
CFR	Code of Federal Regulations
CORRACTS	RCRA Corrective Action Sites
CREC	Controlled REC
DAC	Delta Airport Consultants
EDR	Environmental Data Resources, Inc.
ENG	Engineering Controls
EPA	Environmental Protection Agency
ERNS	Emergency Response Notification System
ESA	Environmental Site Assessment
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
FINDS	Facility Index System/Facility Registry System
FIRM	Flood Insurance Rate Map
FOIA	Freedom of Information Act
HIST	Historical
HREC	Historical REC
INST	Institutional Controls
LLC	Limited Liability Company
LQG	Large Quantity Generator
LRP	Land Restoration Program
LUST	Leaking Underground Storage Tank
MDE	Maryland Department of the Environment
MGS	Maryland Geological Survey
NFRAP	No Further Remedial Action Planned
NPL	National Priority List
NRCS	National Resources Conservation Service
NWI	National Wetland Inventory
OCP	Oil Control Program
PCB	Polychlorinated Biphenyls
PIA	Public Information Act
RCRA	Resource Conservation and Recovery Act of 1976
REC	Recognized Environmental Condition
SCS	Soil Conservation Service
SDAT	State Department of Assessments and Taxation
SHWS	State Hazardous Waste Sites
SQG	Small Quantity Generator
SWF/LF	Sold Waste Facilities/Landfill Sites
SWRCY	State Waste Recycling Facilities
TSD	Treatment, Storage, and Disposal
UIC	Underground Injection Wells
USDA	United States Department of Agriculture
USGS	United States Geological Survey
UST	Underground Storage Tank
VCP	Voluntary Cleanup Program

APPENDIX B

FIGURES

Figure 1 – Study Area Location Map
Figure 2 – Study Area Overview Map
Figure 3 – Study Area Observation Map



LEGEND:

Study Area (includes three Target Properties)

1 0 2

Miles

CHESAPEAKE ENVIRONMENTAL MANAGEMENT, INC.
Applying Practical Science to Improve Communities

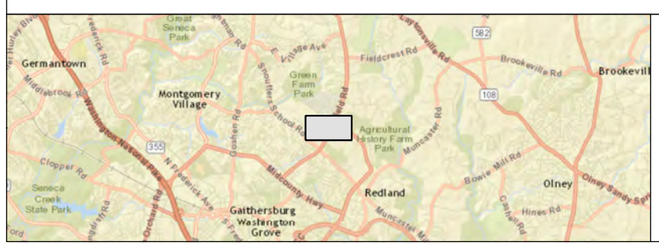
PHASE I ENVIRONMENTAL SITE ASSESSMENT
Montgomery County Airpark Parcels
Woodfield Road, Gaithersburg, Maryland

Map Title:
Figure 1
Study Area Location Map

Data Source:
ESRI

Date: June 2016

Scale: 1" = 0.5 mile



LEGEND:

- Study Area Boundary
- Target Property Boundary
- Adjacent Parcel Boundary
- Target Property Site
- EDR Sites

CHESAPEAKE ENVIRONMENTAL MANAGEMENT INC.
Applying Practical Science to Improve Communities

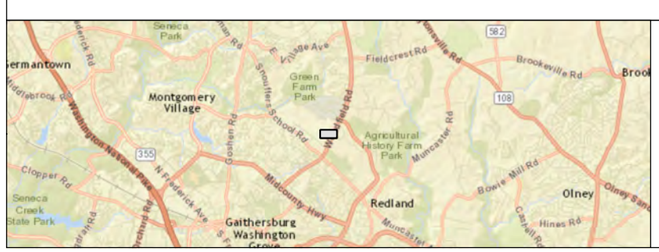
PHASE I ENVIRONMENTAL SITE ASSESSMENT
Montgomery County Airpark Parcels
Woodfield Road, Gaithersburg, Maryland

Map Title:
Figure 2
Study Area Overview Map

Data Source:
ESRI
Site Inspection Data

Date: June 2016

Scale: 1"=300'



LEGEND:

- Study Area Boundary
- Target Property Boundary
- Adjacent Parcel Boundary
- Automotive Repair/Maintenance Facility
- Drum Storage
- Dumping
- Pad-Mounted Transformer

CHESAPEAKE ENVIRONMENTAL MANAGEMENT, INC.
Applying Practical Science to Improve Communities

PHASE I ENVIRONMENTAL SITE ASSESSMENT
Montgomery County Airpark Parcels
Woodfield Road, Gaithersburg, Maryland

Map Title:
Figure 3
Study Area Observation Map

Data Source:
ESRI
Site Inspection Data

Date: June 2016

Scale: 1"=100'

APPENDIX C

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION PROPERTY DATA

Real Property Data Search (w3)

Guide to searching the database

Search Result for MONTGOMERY COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

Account Identifier: District - 01 Account Number - 02253403

Owner Information

Owner Name:	W M RICKMAN CONSTRUCTION CO LLC	Use:	INDUSTRIAL
		Principal Residence:	NO
Mailing Address:	C/O WILLIAM M RICKMAN 15215 SHADY GROVE RD #201 ROCKVILLE MD 20850-6207	Deed Reference:	/20575/ 00027

Location & Structure Information

Premises Address:	18800 WOODFIELD RD GAITHERSBURG 20879-0000	Legal Description:	PAR X MONTG CO AIR PK IND SITES

Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	14008
GU21	0000	0000		0009				2014	Plat Ref:	

Special Tax Areas:		Town:	NONE
		Ad Valorem:	
		Tax Class:	42

Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area	Property Land Area	County Use
2003	19500		86,216 SF	431

Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation
		DISTRIBUTION WAREHOUSE				

Value Information

	Base Value	Value As of 01/01/2014	Phase-in Assessments As of 07/01/2015	As of 07/01/2016
Land:	948,300	1,138,000		
Improvements	1,010,800	974,400		
Total:	1,959,100	2,112,400	2,061,300	2,112,400
Preferential Land:	0			0

Transfer Information

Seller: RICKMAN, WILLIAM M	Date: 02/14/2002	Price: $0
Type: ARMS LENGTH MULTIPLE	Deed1: /20575/ 00027	Deed2:
Seller: EDWARD W SCHULTZE	Date: 12/10/1998	Price: $388,000
Type: ARMS LENGTH IMPROVED	Deed1: /16547/ 00424	Deed2:
Seller:	Date: 09/14/1982	Price: $0
Type: ARMS LENGTH IMPROVED	Deed1: /00000/ 00000	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2015	07/01/2016
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00|0.00	0.00|0.00

Tax Exempt:	Special Tax Recapture:
Exempt Class:	NONE

Homestead Application Information

Homestead Application Status: No Application

Mailed to - Shannon & Luchs 724 - 14th St. N.W. Wash. 5, D.C. 5-7-57

CORPORATION DEED
6015

LIBER 2324 FOLIO 528

Low Reporter Blank No. 500
818 FIFTH ST. N.W., WASHINGTON, D. C.

Recorded April 1st, 1957-at-11:33 A.M.

This Deed

Made this first *day of* March *in the year one thousand nine hundred and* fifty-seven *by and between*

CUSTARD'S INC., a corporation organized and existing under the laws of the State of Delaware, party of the first part,

AND

CATHERINE E. WAHLER, Unmarried,

party of the second part.

Witnesseth, *that for and in consideration of the sum of*

Ten and 00/100 - ($10.00) *Dollars, receipt whereof is hereby acknowledged, the said party of the first part does grant unto the said party of the second part, in fee simple, the following described land and premises, situate in the* County of Montgomery, State of Maryland, *and known and distinguished as*

Parts of tracts in Montgomery County, described in two parcels:

PARCEL ONE Part of tracts called "Dublin" and "The Resurvey on Dublin", described as follows:

Beginning for the same at a point in the Gaithersburg and Laytonsville Pike and at the end of 69.07 perches or the second line of a conveyance made February 5, 1877 by W. C. Pickersgill and wife to Mary E. Codwise for parts of said tracts containing 473-1/2 acres, more or less, and recorded in EBP 16, folio 234, and running thence with said second line South 38° West 3.68 perches to a stone at the end thereof, still with the outlines of said conveyance North 43° 15' West 136 perches to a stone at the end of the 31st line of the "Resurvey on Dublin" thence North 55° West 120 perches; thence North 34° West 14 perches; thence North 30° East 20 perches to a stone thence North 41° West 60 perches; thence North 24° East 54 perches, thence North 66° East 12 perches, thence East 90 perches, thence North 63° East 94 perches, thence South 78° East 26 perches to the end of the 29th line of "Leakin's Lot", still same course, South 78° East 2.5 perches to the end thereof, thence South 45° East 58 perches to a stone at the beginning of a lot containing 16 acres of land conveyed to Jeremiah McCarthy, and running thence with the last line of said conveyance reversed South 47° 30' East 55.75 perches to the end of the 18th line of the aforesaid conveyance from Pickersgill to Codwise and then with part of the 19th line of said conveyance South 47° East 46.44 perches to a point in the center line of the Gaithersburg Laytonsville Pike, it being also at the end of the 5th line of a conveyance made February 9, 1912 by Mary E. and Beveraly R. Codwise to Thomas D. Griffith for 79-1/4 acres of land and of record in Liber 226, folio 165, and running thence with the lines of said conveyance reversed and bounding in said turnpike the three following courses and distances; to wit: South 24° 55' West 54.34 perches, South 25° 13' West 67.16 perches, South 22° 10' West 123 perches to place of beginning, containing 378-1/4 acres.

PARCEL TWO Part of a tract of land called "Dublin".

Beginning at a point on the Western edge of the Gaithersburg Laytonsville Road and at the end of the 19th line of a conveyance made July 19, 1926 by Ella R. Plummer et al to Walter Plummer for 365 acres of land and of record in Liber 408, folio 75 and running thence with the 20th line of said conveyance North 10° 35' East 195 feet to a stone; the beginning of the second part, containing 20 acres of land described in a deed from Evan Bauman to Urich G. Bauman, dated June 21, 1865, then with the last line of said 20 acre tract called "Dublin" reversed, North 41° 31' West 2243.43 feet to a stone, then still with said 1st mentioned conveyance North 51° 28' West 275 feet to a

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2324, p. 0528, MSA_CE63_2282. Date available 02/27/2008. Printed 06/23/2016.

point in the center line of the public road leading from Gaithersburg Laytonsville Road to Seneca Bridge; and thence bounding in said road the six following courses and distances: South 33° 53' 10" East 149.88 feet, thence South 14° 59' 20" East 57 feet, thence South 05° 13' 35" East 412.15 feet, thence South 37° 47' East 372.69 feet, thence South 62° 51' 50" East 697.56 feet, thence South 46° 27' 50" East 938.37 feet, thence South 21° 04' 40" East 64.29 feet to intersect the 19th line of the aforesaid conveyance from Ella R. Plummer, et al to Walter Plummer, and thence with said line North 25° 17' East 25.78 feet to the place of beginning, containing 8.929 acres;

together with all and singular the ways, easements, rights, privileges and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the said party of the first part, of, in, to, or out of the said land and premises.

And *the said party of the first part covenants that it will warrant specially the property hereby conveyed,* in fee simple, ~~~

Mail to: Grantee, 880 Bonifant St. Sil. Spr. Md. 5-10-60.

LIBER 2723 FOLIO 322

Recorded April 12th, 1960-at-2:22 P. M.

DEED

MADE this 7th day of April 1960, by and between Catherine E. Wahler, unmarried, party of the first part, and Montgomery County Airpark, Inc., a Maryland Corporation, party of the second part:

WITNESSETH, that in consideration of the sum of Ten Dollars and other good and valuable considerations the said party of the first part does grant and convey unto the party of the second part in fee simple all that property situate in Montgomery County, State of Maryland, described as :

Being part of tracts of land called "Dublin" and "The Resurvey on Dublin", and being part of Parcel 1 and Parcel 2 as described in a deed from Custard's, Inc. to Catherine E. Wahler, unmarried, dated March 1, 1957 and recorded in Liber 2324, folio 528, among the Land Records of Montgomery County, Maryland, and being more particularly described by metes and bounds, courses and distances, the following, to wit:

Beginning for the same at the beginning point of Parcel 1 of the aforesaid conveyance; and running thence with a part of the first line
(1) S 38° 00' 00" W 19.71 feet to intersect the right of way line for Snouffer School Road, as shown on Dedication Plats 7, 8, 9 and 10 "Snouffer School Road" recorded in Plat Book 62, Plat No. 5356, Plat Book 62, Plat No. 5357, Plat Book 62, Plat No. 5358 and Plat Book 62, Plat No. 5359, respectively, among the aforesaid Land Records; and running thence with the Northeasterly side of Snouffer School Road as shown on said plats the following 12 courses and distances:
(2) N 66° 41' 15" W 33.03 feet; thence
(3) on the arc of a curve to the right whose radius is 25.00 feet, an arc distance of 49.01 feet, Chord S 79° 28' 10" W 41.53 feet,
(4) N 44° 22' 25" W 91.20 feet; thence
(5) on the arc of a curve to the left whose radius is 5765.58 feet, an arc distance of 434.55 feet, Chord N 46° 31' 58" W 434.44 feet,
(6) N 48° 41' 31" W 181.40 feet; thence
(7) on the arc of a curve to the left whose radius is 1468.40 feet, an arc distance of 423.46 feet, Chord N 56° 57' 12" W 421.99 feet,
(8) N 65° 12' 54" W 116.78 feet; thence
(9) on the arc of a curve to the right whose radius is 1109.92 feet, an arc distance of 898.36 feet, Chord N 42° 01' 40" W 874.04 feet,
(10) N 18° 50' 25" W 63.82 feet; thence
(11) on the arc of a curve to the left whose radius is 1181.92 feet, an arc distance of 731.71 feet, Chord N 36° 34' 34" W 720.09 feet,
(12) N 54° 18' 42" W 1296.60 feet; thence
(13) on the arc of a curve to the left whose radius is 1468.40 feet, an arc distance of 201.66 feet, Chord N 58° 14' 45" W 201.50 feet, to intersect the 4th line of the aforesaid Parcel 1; thence with the remainder of said 4th line
(14) N 38° 17' 48" W 13.48 feet; thence with the 5th through the 18th lines, inclusive, of the aforesaid Parcel 1
(15) N 30° 00' 00" E 330.00 feet; thence
(16) N 41° 00' 00" W 1080.55 feet; thence
(17) N 24° 00' 00" E 891.00 feet: thence

COUNTY CIRCUIT COURT (Land Records) CKW 2723, p. 0322, MSA_CE63_2681. Date available 07/21/2006. Printed 06/23/2016.

(18) N 66° 00' 00" E 198.00 feet; thence
(19) East 1185.00 feet; thence
(20) N 63° 00' 00" E 1551.0 feet; thence
(21) S 78° 00' 00" E 429.00 feet; thence
(22) S 78° 00' 00" E 41.25 feet; thence
(23) S 45° 00' 00" E 957.00 feet; thence
(24) S 47° 30' 00" E 919.88 feet; thence
(25) S 47° 00' 00" E 766.26 feet; thence
(26) S 24° 55' 00" W 896.61 feet; thence
(27) S 25° 13' 00" W 1108.14 feet; thence
(28) S 22° 10' 00" W 2029.50 feet to the place of beginning, containing 388.6319 acres of land, more or less, according to description prepared by Maddox & Hopkins, Registered Land Surveyors, dated June 30, 1959; and being all that property conveyed to Catherine E. Wahler by deed recorded in Liber 2324, folio 528, among the aforesaid Land Records, together with 1761 square feet of land as set forth in deed recorded in Liber 2518, folio 317, among the aforesaid Land Records, and saving and excepting therefrom 7772 square feet of land as set forth in deed recorded in Liber 2518, folio 325, and also saving and excepting therefrom 220,942 square feet of land, more or less dedicated to public use for the widening of Snouffner School Road as shown on the following plats, Plat Book 62, Plat Nos. 5356, 5357, 5358, and 5359.

Subject to a right of way granted Frederick Gas Company, Inc. as per instrument recorded in Liber 2568, folio 84; and also subject to right to create and maintain slopes or drainage ways on the areas shown on the following plats, Plat Book 62, Plat Nos. 5356, 5357, 5358, and 5359.

TOGETHER with the building and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

AND the said party of the first part covenants that she will warrant specially the property hereby conveyed; and that she will execute such further assurances of said land as may be requisite.

WITNESS her hand and seal.

GEO. L. BOSWELL

Catherine E. Wahler (SEAL)
CatherineE. Wahler

to wit:

On this 7th day of April 1960 before me, the undersigned officer, personally appeared Catherine E. Wahler, known to me to be the person whose name is subscribed to the within instrument and acknowledge that she has executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

MARY V. JUDGE Notary Public

My commission expires:
October 14, 1960

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2723, p. 0323, MSA_CE63_2681. Date available 07/21/2006. Printed 06/23/2016.

Mailed to:
Grantee, 4650 East West Hwy. Bethesda, Md. 12-13-66

LIBER 3566 FOLIO 152

(bbe)
#13326 Recorded Oct. 31st, 1966-at-12:02 P.M.

(60¢) F-452.65 JAS
5-905.30

THIS CORPORATE DEED

MADE this 21st day of October, 19 66, by and between MONTGOMERY COUNTY AIRPARK, INC., a Maryland Corporation, party of the first part, and AOPA FOUNDATION, INC., a Delaware Corporation, party of the second part:

1 of 1

(1) S 65° 32' 33" E 867.83 feet to the most southerly corner of Parcel "J", thence with said line extended, still

(2) S 65° 32' 33" E 53.14 feet to intersect the 26th line of Liber 2723, folio 322 and running thence with a part of said 26th line and the centerline of the Gaithersburg-Laytonsville Road

(3) S 24° 27' 27" W 721.43 feet, thence leaving said centerline and said 26th line and so as to cross said tract

(4) N 58° 13' 51" W 53.58 feet to a point on the west side of said Road, as now laid out, thence, still

(5) N 58° 13' 51" W 552.96 feet,

(6) N 52° 31' 13" W 200.00 feet

(7) N 37° 28' 47" E 250.00 feet

(8) N 52° 31' 13" W 202.42 feet to intersect the aforesaid 17th line of Liber 2727, folio 372 and running thence with a part of said line reversed

(9) N 27° 28' 47" E 310.43 feet to the place of beginning, containing 13.0326 acres of land, more or less.

WITNESSETH, that in consideration of the sum of Ten Dollars and other good and valuable considerations the said party of the first part does grant and convey unto the party of the second part in fee simple, all that property situate in Montgomery County, State of Maryland, described as:

BEING all of Parcel "H", containing 2.1871 acres, and all of Parcel "J", containing 1.6748 acres as shown on a plat thereof, entitled Parcels F, G, H, J, MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, recorded in Plat Book 74, Plat 7293, among the Land Records of Montgomery County, Maryland, subject to easements and rights of way for storm drainage and sanitary sewer as shown on said Plat and subject to a right of way, 25 feet wide, over Parcel "H", contiguous and parallel to the northeasterly line of Parcel "H" to be used in common with Parcels "G" and "F" for ingress and egress; together with a right of way, 25 feet wide, over Parcel "F", contiguous and parallel to the southwesterly line of Parcel "F" to be used in common with Parcels "F" and "G" and the following described parcel from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322 among the aforesaid Land Records.

BEGINNING for the same at a point on the 17th line of a conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960 and recorded in Liber 2727, folio 372, said point being also the most westerly corner of Parcel "H", MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, aforesaid, and running thence with the southwesterly lines of Parcels "H" and "J", as shown on said Plat

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 3566, p. 0152, MSA_CE63_3524. Date available 04/14/2008. Printed 06/23/2016.

TOGETHER WITH an easement or right of way for the passage of aircraft, in, through, over and across part of the lands described in a conveyance from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322, among the Land Records of Montgomery County, Maryland, described as follows:

BEGINNING for the same at the end of the 6th line of the above-described parcel and running thence with the 7th and 8th lines of said conveyance

(1) N 37° 28' 47" E 250.00 feet,
(2) N 52° 31' 13" W 202.42 feet to intersect the 17th line of the conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960, recorded in Liber 2727 at folio 372, among the aforesaid Land Records and running thence with the remainder of the 17th line and part of the 18th line, as resurveyed
(3) S 27° 28' 47" W 319.55 feet,
(4) S 58° 13' 51" E 147.66 feet,
(5) N 37° 28' 47" E 50.00 feet to the place of beginning, according to a description prepared by Maddox & Hopkins, Inc., Engineers and Surveyors, dated October 11, 1966.

SUBJECT to the same covenants and restrictions as contained in a certain Declaration of Covenants recorded in Liber 2752 at folio 569, among the aforesaid Land Records as though same were herein repeated in so many words.

TOGETHER with the building and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

AND the said party of the first part covenants that it will warrant specially the property hereby conveyed; and that it will execute such further assurances of said land as may be requisite.

IN WITNESS WHEREOF, the said grantor has caused its corporate seal to be hereto affixed and these presents to be executed in its corporate name by Wm. E. Richardson, its President, attested by Richard T. Kreuzberg, II, its Secretary, as of the day and year first above written pursuance of resolutions duly adopted for that purpose by its Stockholders and Board of Directors, respectively.

MONTGOMERY COUNTY AIRPARK, INC.

Attest: Richard T. Kreuzberg BY: Wm. E. Richardson
Richard T. Kreuzberg, II, Secretary Wm. E. Richardson, President

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

On this the 21st day of October, 1966, before me, the undersigned officer, personally appeared Wm. E. Richardson who acknowledged himself to be the President of Montgomery County

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 3566, p. 0153, MSA_CE63_3524. Date available 04/14/2008. Printed 06/23/2016.

Airpark, Inc., a corporation, and that he, as such President , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

William T. Stecher
William T. Stecher Notary Public

My Commission expires: July 1, 1967

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER THE SUPERVISION OF WHEELER & KORFECK, ATTORNEYS DULY ADMITTED TO PRACTICE BEFORE THE COURT OE APPEALS OE MARYLAND.

William T. Stecher
William T. Stecher

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 3566, p. 0154, MSA_CE63_3524. Date available 04/14/2008. Printed 06/23/2016.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0089, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

CORPORATE DEED

LIBER 5510 FOLIO 089 1980 APR 22 PM 3:16

CLERK'S OFFICE MONTGOMERY COUNTY, MD

This Deed

Made this 16 *day of* April *19* 80, *by and between* AOPA Air Safety Foundation, a Delaware Corporation, formerly known of record as AOPA Foundation, Inc. *party of the first part, and* EDWARD W. SCHULTZE *party of the second part,*

Witnesseth, *that for and in consideration of the sum of* $ 400,000.00 *receipt of which is hereby acknowledged, the said party of the first part does grant and convey unto the party of the second part, in fee simple, as* sole owner *the following described land and premises, situate in* MONTGOMERY COUNTY, MARYLAND *and known and distinguished as follows:*

See attached property description - Exhibit A

Being all the same land described in a Deed recorded in Liber 3566 at folio 152.

APR-22-80	PAID4303	CLK.CI.M.C.	— RTXDCK	1,760.00
APR-22-80	PAID4304	CLK.CI.M.C.	— STTDCK	2,000.00
APR-22-80	PAID4305	CLK.CI.M.C.	DED — DCK	15.00

together with all and singular the ways, easements, right, privileges and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise, of the said party of the first part, of, in, to or out of said land and premises.

And *the said party of the first part covenants that it will warrant specially the property hereby conveyed and that it will execute such further assurances of said land as may be requisite or necessary.*

In Testimony Whereof, *the said* AOPA Air Safety Foundation *hath on the* 16 *day of* April *19* 80 *caused these presents to be signed by* William S. Brassil *its* Vice President *and attested by* John S. Yodice *its* Asst Secretary, *and its corporate seal to be hereunto affixed; and doth hereby appoint* William S. Brassil *its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.*

Attest:

John S. Yodice, Asst Secretary

AOPA Air Safety Foundation

by William S. Brassil, Vice President

STATE OF MARYLAND
COUNTY OF MONTGOMERY } **to wit:**

I, *a notary public in and for the* State of Maryland, County of Montgomery *do hereby certify that* William S. Brassil *who is personally well known to me as the person named as attorney in fact in the foregoing Deed, bearing date of* April 16, 1980 *and hereto annexed, personally appeared before me in said* County *and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of the grantor therein.*

Given *under my hand and seal this* 16 *day of* April, 1980.

Janet E. Peirce
JANET E. PEIRCE *Notary Public*

My commission expires: July 1, 1982

I certify that this instrument was prepared under the supervision of B. George Ballman, an attorney admitted to practice before the Court of Appeals of Maryland.

B. George Ballman

Staley, Prescott and Ballman, *Attorneys*

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0090, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

BEING all of Parcel "H", containing 2.1871 acres, and all of Parcel "J", containing 1.6748 acres as shown on a plat thereof, entitled Parcels F, G, H, J, MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, recorded in Plat Book 74, Plat 7293, among the Land Records of Montgomery County, Maryland, subject to easements and rights of way for storm drainage and sanitary sewer as shown on said Plat and subject to a right of way, 25 feet wide, over Parcel "H", contiguous and parallel to the northeasterly line of Parcel "H" to be used in common with Parcels "G" and "F" for ingress and egress; together with a right of way, 28 feet wide, over Parcel "F", contiguous and parallel to the southwesterly line of Parcel "F" to be used in common with Parcels "F" and "G" and the following described parcel from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322 among the aforesaid Land Records. BEGINNING for the same at a point on the 17th line of a conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960 and recorded in Liber 2727, folio 372, said point being also the most westerly corner of Parcel "H", MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, aforesaid, and running thence with the southwesterly lines of Parcels "H" and "J", as shown on said Plat

(1) S 65° 32' 33" E 867.83 feet to the most southerly corner of Parcel "J", thence with said line extended, still

(2) S 65° 32' 33" E 53.14 feet to intersect the 26th line of Liber 2723, folio 322 and running thence with a part of said 26th line and the centerline of the Gaithersburg-Laytonsville Road

(3) S 24° 27' 27" W 721.43 feet, thence leaving said centerline and said 26th line and so as to cross said tract

(4) N 58° 13' 51" W 53.58 feet to a point on the west side of said Road, as now laid out, thence, still

(5) N 58° 13' 51" W 552.96 feet,

(6) N 52° 31' 13" W 200.00 feet

(7) N 37° 28' 47" E 250.00 feet

(8) N 52° 31' 13" W 202.42 feet to intersect the aforesaid 17th line of Liber 2727, folio 372 and running thence with a part of said line reversed

(9) N 27° 28' 47" E 310.43 feet to the place of beginning, containing 13.0326 acres of land, more or less.

TOGETHER WITH an easement or right of way for the passage of aircraft, in, through, over and across part of the lands described in a conveyance from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322, among the Land Records of Montgomery County, Maryland, described as follows:

BEGINNING for the same at the end of the 6th line of the above-described parcel and running thence with the 7th and 8th lines of said conveyance

(1) N 37° 28' 47" E 250.00 feet,

(2) N 52° 31' 13" W 202.42 feet to intersect the 17th line of the conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960, recorded in Liber 2727, at folio 372, among the aforesaid Land Records and running thence with the remainder of the 17th line and part of the 18th line, as resurveyed

(3) S 27° 28' 47" W 319.55 feet,

(4) S 58° 13' 51" E 147.66 feet,

(5) N 37° 28' 47" E 50.00 feet to the place of beginning, according to a description prepared by Maddox & Hopkins, Inc., Engineers and Surveyors, dated October 11, 1966.

Ex. A.

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

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0091, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton *Secretary of State of the State of Delaware, do hereby certify* that the Certificate of Incorporation of the "AOPA FOUNDATION, INC.", was received and filed in this office the thirteenth day of November, A.D. 1950, at 9 o'clock A.M.

And I do hereby further certify that the said "AOPA FOUNDATION, INC.", filed a Certificate of Amendment, changing its corporate title to "AOPA AIR SAFETY FOUNDATION", on the twenty-fifth day of August, A.D. 1967, at 9 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation is duly incorporated under the laws of the State of Delaware and is in good standing and has a legal corporate existence so far as the records of this office show and is duly authorized to transact business.

And I do hereby further certify that the said "AOPA AIR SAFETY FOUNDATION", is the last known title of record of the aforesaid Corporation.

And I do hereby further certify that the aforesaid Corporation is a non-profit and non-stock corporation.

In Testimony Whereof, *I have hereunto set my hand and official seal at Dover this* fifth *day of* April *in the year of our Lord one thousand nine hundred and* seventy-eight.

Glenn C. Kenton, Secretary of State

FORM 122

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0092, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

Deed

.....

.....

TO

.....

.....

.....

Received for Record on the ..... day of ....., A. D. 19..... at ..... o'clock ..... M., and recorded in Liber No. ..... at folio ....., one of the Land Records for the County of Montgomery, State of Maryland.

.....
Clerk.

LAW OFFICES
STALEY, PRESCOTT AND BALLMAN
CITIZENS SAVINGS BUILDING
KENSINGTON, MARYLAND

Mail To:

.....

.....

.....

APR 21 1980
1-1 - 170
1-9- 181, 192

4-22-80

$40000 TRANSFER TAX PAID
MONTGOMERY COUNTY, MARYLAND
BY clm

HEREBY CERTIFY THIS PROPERTY HAS BEEN DULY TRANSFERRED ON THE MONTGOMERY COUNTY ASSESSMENT BOOKS. C7469 C7471
TRANSFER CLERK, ASSESSMENT DEPARTMENT
1-1 #170
1-9 #181, 192

LIBER 5510 FOLIO 092

Certification

I Hereby Certify that the foregoing instrument was executed pursuant to a duly adopted resolution of the Board of Directors of the Grantor herein and do further certify that the foregoing instrument is not part of a transaction in which there is a sale, lease, exchange or other transfer of all, or substantially all, of the property and assets of said Grantor Corporation.

By .....
John L. [illegible] (SEAL) President

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0093, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

213

(2)

DEFERRED PURCHASE MONEY

DEED OF TRUST

THIS DEED OF TRUST is made this 16th day of April, 1980., among the Grantor, EDWARD W. SCHULTZE (herein "Borrower"), B. George Ballman and John S. Yodice (herein "Trustee"), and the Beneficiary, AOPA Air Safety Foundation, a corporation organized and existing under the laws of the State of Delaware, whose address is 7315 Wisconsin Avenue, Bethesda, Maryland 20014. (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of MONTGOMERY, State of Maryland:

See Attached Property Description - Exhibit A.

The Trustee shall, without the necessity of obtaining the prior written consent of the Beneficiary, execute any and all documents and/or plats to release from this Trust all or any portion of the Property to be dedicated for public use, such as for streets, public utilities, sanitary sewer, water, storm sewer, etc., or other such public use and shall sign all plats of subdivision as requested by Borrower, all without any principal curtailment and at no cost to the Borrower.

The Trustee shall not release from this Trust any portion of the Property, other than as immediately hereinabove provided, unless Borrower shall pay to the Beneficiary, on or before the effective date of said release, an amount equal to twice the amount outstanding on said note and the product multiplied by a fraction the numerator of which is the number of acres in the portion of the property to be released and the denominator of which is sixteen and eighty-nine one hundreds (16.89), the number of acres in the property.

[illegible] PAID 2 C 6 CLK.CIR.C. MDT—BCK 18.00

1980 APR 22 PM 3:17
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

which has the address of ____, ____,
[Street] [City]
____ (herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated April 16, 1980 (herein "Note"), in the principal sum of Three Hundred Twenty Thousand ($320,000.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 16, 1988; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0094, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, involvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0095, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

BEING all of Parcel "H", containing 2.1871 acres, and all of Parcel "J", containing 1.6748 acres as shown on a plat thereof, entitled Parcels F, G, H, J, MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, recorded in Plat Book 74, Plat 7293, among the Land Records of Montgomery County, Maryland, subject to easements and rights of way for storm drainage and sanitary sewer as shown on said Plat and subject to a right of way, 25 feet wide, over Parcel "H", contiguous and parallel to the northeasterly line of Parcel "H" to be used in common with Parcels "G" and "F" for ingress and egress; together with a right of way, 28 feet wide, over Parcel "F", contiguous and parallel to the southwesterly line of Parcel "F" to be used in common with Parcels "F" and "G" and the following described parcel from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322 among the aforesaid Land Records. BEGINNING for the same at a point on the 17th line of a conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960 and recorded in Liber 2727, folio 372, said point being also the most westerly corner of Parcel "H", MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, aforesaid, and running thence with the southwesterly lines of Parcels "H" and "J", as shown on said Plat

(1) S 65° 32' 33" E 867.83 feet to the most southerly corner of Parcel "J", thence with said line extended, still

(2) S 65° 32' 33" E 53.14 feet to intersect the 26th line of Liber 2723, folio 322 and running thence with a part of said 26th line and the centerline of the Gaithersburg-Laytonsville Road

(3) S 24° 27' 27" W 721.43 feet, thence leaving said centerline and said 26th line and so as to cross said tract

(4) N 58° 13' 51" W 53.58 feet to a point on the west side of said Road, as now laid out, thence, still

(5) N 58° 13' 51" W 552.96 feet,

(6) N 52° 31' 13" W 200.00 feet

(7) N 37° 28' 47" E 250.00 feet

(8) N 52° 31' 13" W 202.42 feet to intersect the aforesaid 17th line of Liber 2727, folio 372 and running thence with a part of said line reversed

(9) N 27° 28' 47" E 310.43 feet to the place of beginning, containing 13.0328 acres of land, more or less.

TOGETHER WITH an easement or right of way for the passage of aircraft, in, through, over and across part of the lands described in a conveyance from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322, among the Land Records of Montgomery County, Maryland, described as follows:

BEGINNING for the same at the end of the 6th line of the above-described parcel and running thence with the 7th and 8th lines of said conveyance

(1) N 37° 28' 47" E 250.00 feet,

(2) N 52° 31' 13" W 202.42 feet to intersect the 17th line of the conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960, recorded in Liber 2727, at folio 372, among the aforesaid Land Records and running thence with the remainder of the 17th line and part of the 18th line, as resurveyed

(3) S 27° 28' 47" W 319.55 feet,

(4) S 58° 13' 51" E 147.66 feet,

(5) N 37° 28' 47" E 50.00 feet to the place of beginning, according to a description prepared by Maddox & Hopkins, Inc., Engineers and Surveyors, dated October 11, 1966.

EX. 14.

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

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0096, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

~~**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.~~

~~If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.~~

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender at Lender's option may declare all of the sums secured by the Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail written notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender, or Lender's designee, may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of 5% of the gross sale price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Trustee's Fee When Foreclosure Stopped; For Execution of Documents. Borrower agrees that if a suit to foreclose this Deed of Trust is filed, or if the subject property shall be advertised for sale, whichever shall first occur, and the sale shall not be held, the Trustee or Trustees acting shall be entitled to a Trustee's Fee of 2.5% to be computed on the original amount of the debt hereby secured. Trustees shall also be entitled to receive a fee of $20.00 each for each Deed of Release, Subordination Agreement, Dedication, or other instrument executed by either or all of them.

20. Default In Prior Liens. In the event that there is a default in any payment or charge provided for in any prior recorded Trust or Trusts or prior liens including taxes and assessments on the premises herein described, it shall operate and cause all principal and interest of the note still unpaid, hereby secured, to immediately mature and become due and payable.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0097, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

21. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

22. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

23. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust. Borrower shall pay all costs of recordation, if any, together with Trustee's fee as provided in paragraph 19.

24. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Edward W. Schultze .....(Seal)
Edward W. Schultze —Borrower

.....(Seal)
—Borrower

STATE OF MARYLAND, ... MONTGOMERY .....County ss:

I Hereby Certify, That on this .....16th.....day of .....April....., 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for the COUNTY OF MONTGOMERY ....., personally appeared EDWARD W. SCHULTZE ....., known to me or satisfactorily proven to be the person(s) whose name(s) is .....subscribed to the within instrument and acknowledge that he executed the same for the purposes therein contained.

AS WITNESS my hand and notarial seal.

My Commission expires: July 1, 1982 ..... Janet E. Peirce
JANET E. PEIRCE Notary Public ~~B. George Ballman~~

STATE OF MARYLAND, ..., MONTGOMERY .....County ss:

I Hereby Certify, That on this .....16th.....day of .....April.....1980, before me, the subscriber, a Notary Public of the State of MARYLAND .....and for the COUNTY OF ..... MONTGOMERY, personally appeared John S. Yadisp ....., the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth ~~and that the amount of the loan secured by the foregoing Deed of Trust was actually paid by the party secured to the Borrower or to the person responsible for disbursing funds in the foregoing transaction or that it was agreed that the amount of said loan was to be paid out of the proceeds of the sale of property mortgaged by the Borrower to the party secured~~ and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS my hand and notarial seal.

My Commission expires: July 1, 1982 ..... Janet E. Peirce
Notary Public JANET E. PEIRCE

I hereby certify that this instrument was prepared under the supervision of B. George Ballman, an attorney admitted to practice before the Court of Appeals of Maryland.

B. George Ballman

(Space Below This Line Reserved For Lender and Recorder)

LF 16547.424

TAX I.D.: 1-01-2253403
LAWYERS TITLE INSURANCE CORPORATION

DEED

THIS DEED, made this 30th day of October, 1998, by and between EDWARD W. SCHULTZE, party of the first part, and WILLIAM M. RICKMAN, party of the second part:

WITNESSETH, that in consideration of THREE HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS ($388,000.00), the said party of the first part does grant and convey unto WILLIAM M. RICKMAN, party of the second part, his heirs, personal representatives, successors and assigns, in fee simple, all that piece or parcel of unimproved land situate, lying and being in Montgomery County, State of Maryland, described as follows to wit:

> Parcel lettered "X" in a subdivision entitled MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES," as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 119 at Plat No. 14008;

being also known as 18800 Woodfield Road, Gaithersburg, Maryland 20879;

TOGETHER with a perpetual and assignable easement and right of way for the free and unobstructed passage of aircraft on, in, through, over and across the land particularly described in that Agreement between Montgomery County Revenue Authority and the AOPA Foundation, Inc., dated October 21, 1966, and recorded in Liber 3566 at Folio 159.

TOGETHER with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

SUBJECT to covenants, restrictions and easements of record.

TO HAVE AND TO HOLD said property and premises above described and mentioned, and hereby intended to be conveyed, unto the party of the second part, his heirs, personal representatives, successors and assigns, in fee simple, forever.

And the said party of the first part covenants that he will warrant specially the property hereby conveyed and that he will execute such further assurances of said land as may be requisite.

Witness my hand and seal.

IMP TO SURE $ 5.00
RECORDING FEE 20.00
RECORDATION T 1,787.20
TR TAX STATE 1,940.00
TOTAL 3,752.20
Rec'd From
Check #
CASH
Dec 10, 1998 09:07 am

(SEAL)
EDWARD W. SCHULTZE

STATE OF FLORIDA, COUNTY OF MONROE : to wit,

On this 30th day of October, 1998, before me, the undersigned officer, personally appeared EDWARD W. SCHULTZE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:

OFFICIAL NOTARY SEAL
JOAN G KAISER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC541665
MY COMMISSION EXP. APR. 2,2000

Notary Public

TU 45

98 DEC 10 A 9:07

RECEIVED FOR RECORD

RETURN TO:
LYNOTT & LYNOTT, PA
51 MONROE ST, #701
ROCKVILLE, MD 20950

1707.20
1940.00
20
53

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 16547, p. 0424, MSA_CE63_16502. Date available 06/16/2005. Printed 06/23/2016.

LF 16547.425

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Joseph A. Lynott

DEC 1 1998

1-L2253403

All Taxes on assessments certified to the Collector of Taxes for Montgomery County Md. by 12/1/98 have been paid Dept. of Finance Montgomery County, Md. This statement is for the purpose of permitting recordation and is not assurance against further taxation owed for prior periods, nor does it guarantee satisfaction of outstanding tax sales.

$ 3,880.00 TRANSFER TAX PAID
MONTGOMERY COUNTY, MARYLAND
BY

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 16547, p. 0425, MSA_CE63_16502. Date available 06/16/2005. Printed 06/23/2016.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 20575, p. 0027, MSA_CE63_20529. Date available 09/22/2005. Printed 06/23/2016.

UPON RECORDATION, PLEASE RETURN TO:
Joseph A. Lynott
Lynott & Lynott, P.A.
51 Monroe Street, Suite 701
Rockville, Maryland 20850

NO TITLE SEARCH
TAX ACCT.: See attached

MONTGOMERY COUNTY, MD
APPROVED BY _____
FEB 14 2002
$ N/A RECORDATION TAX PAID
$ N/A TRANSFER TAX PAID

DEED OF CONVEYANCE

THIS DEED, made this 30th day of November, 2001, by and between WILLIAM M. RICKMAN, t/a W.M. RICKMAN CONSTRUCTION COMPANY (the "Grantor") and W.M. RICKMAN CONSTRUCTION COMPANY LLC, a Maryland limited liability company (the "Grantee"):

WITNESSETH, for no consideration, the Grantor does grant and convey unto the Grantee, its successors and assigns, in fee simple, all those pieces or parcels of land situate, lying and being in Montgomery County, State of Maryland, described as follows to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

IMP FD SURE $ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Rest# MQR06 Rcpt # 85564
MQR SS Blk # 3974
Feb 14, 2002 12:05 Pm

SUBJECT to covenants, restrictions and easements of record.

TOGETHER with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

TO HAVE AND TO HOLD said property and premises above described and mentioned, and hereby intended to be conveyed, unto the Grantee, its successors and assigns, in fee simple, forever.

AND the Grantor covenants that he will warrant specially the property hereby conveyed and that he will execute such further assurances of said land as may be requisite.

WITNESS my hand and seal.

GRANTOR:

William M. Rickman (SEAL)
WILLIAM M. RICKMAN

20
5

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 20575, p. 0028, MSA_CE63_20529. Date available 09/22/2005. Printed 06/23/2016.

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) to wit:

On this 30 day of November, 2001, before me, the undersigned officer, personally appeared WILLIAM M. RICKMAN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Joseph A. Lynott, Notary Public

My commission expires: 10/1/05

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Joseph A. Lynott

AFFIDAVIT IN SUPPORT OF EXEMPTION FROM RECORDATION AND TRANSFER TAXES

The undersigned, under the penalties of perjury, does hereby declare and affirm that the Grantor, William M. Rickman, is a proprietorship; that he is principally involved in the buying, selling, leasing and management of real property; that this transfer is a part of a discontinuation of his real estate enterprise; that the transfer is for no consideration other than the issuance of the membership interest in the limited liability company; all real property owned by the Grantor and used in the conduct of any real estate enterprise is being conveyed to the limited liability company; that the within Deed represents a transfer of title to real property from the proprietorship to a limited liability company, the Grantee; that the member of the limited liability company (the Grantee) is identical to the individual of the converting proprietorship; and the member's allocation of the profits and losses of the limited liability company is identical to that member's allocation of the profits and losses of the converting proprietorship. Accordingly, the within transfer is exempt from payment of recordation and transfer taxes pursuant to the provisions of Tax Property Article, Section 12-108(bb).

WILLIAM M. RICKMAN

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 20575, p. 0029, MSA_CE63_20529. Date available 09/22/2005. Printed 06/23/2016.

EXHIBIT A

PARCEL 1 (Tax I.D. No. 4-201-00154625)

Lot numbered Eleven (11), in Block lettered "A," in the subdivision known as "Lot 11, Block A, Resubdivision of Parcel B, WASHINGTON NATIONAL PIKE INDUSTRIAL PARK," as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 93 at Plat 10207.

With the improvements thereon being known as 5 Research Court, Rockville, Maryland;

BEING the same property described in a deed recorded in Liber 5815 at Folio 46.

PARCEL 2 (Tax I.D. No. 4-201-02573200)

Part of Parcel "C" in Block lettered "A" in the WASHINGTON NATIONAL PIKE INDUSTRIAL PARK as per plat thereof recorded among the land records of Montgomery County, Maryland, in Plat Book 100 at Plat 11312, and being particularly described as Ownership Parcel "C-1" on an Ownership Plat for Parcel C, Block A, WASHINGTON NATIONAL PIKE INDUSTRIAL PARK approved by the City of Rockville Planning Commission on December 11, 1985, and recorded among the land records of Montgomery County, Maryland, in Plat Book 136, at Plat 15738.

Together with and subject to all easements, rights and appurtenances including, but not limited to, those rights and easements set forth in a Declaration of Common Easements recorded in Liber 6953 at Folio 864 and as shown on the Ownership Plat recorded in Plat Book 136 at Plat 15738, and as amended by Amendment to Declaration of Common Easement recorded in Liber 7044 at Folio 165.

With the improvements thereon being known as 4 Research Court, Rockville, Maryland.

PARCEL 3 (Tax I.D. No. 4-201-03246972)

Part of Parcel F in Block lettered "A" in the subdivision called "WASHINGTON NATIONAL PIKE INDUSTRIAL PARK," as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 191 at Plat 20930, containing 1.3905 acres, and being particularly described as Ownership Lot F-2 as shown on a plat entitled "Ownership Plat, Parcels F-1, F-2 and F-3, Block A, WASHINGTON NATIONAL PIKE INDUSTRIAL PARK," recorded among the Plat Records of Montgomery County, Maryland, in Plat Book 191 at Plat 20929.

With the improvements thereon being known as 2403 Research Boulevard, Rockville, Maryland.

PARCEL 4 (Tax I.D. No. 4-201-03246961)

Part of Parcel F in Block lettered "A" in the subdivision called "WASHINGTON NATIONAL PIKE INDUSTRIAL PARK," as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 191 at Plat 20930, containing 1.3905 acres, and being particularly described as Ownership Lot F-1 as shown on a plat entitled "Ownership Plat, Parcels F-1, F-2 and F-3, Block A, WASHINGTON NATIONAL PIKE INDUSTRIAL PARK," recorded among the Plat Records of Montgomery County, Maryland, in Plat Book 191 at Plat 20929.

With the improvements thereon being known as 2501 Research Boulevard, Rockville, Maryland.

PARCEL 5 (Tax I.D. No. 4-201-01743976)

Part of Lot numbered Twelve (12) in Block lettered "A," in the subdivision called "WASHINGTON NATIONAL PIKE INDUSTRIAL PARK," as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 100 at Plat 11312,

BEING all of original Lot 12 as shown on the aforesaid plat, saving and excepting 6,948.22 SF acquired by Montgomery County, Maryland, by Resolution No. 11-648 of the County Council for Montgomery County, Maryland, recorded among the aforesaid Land Records in Liber 8159 at Folio 064.

With the improvements thereon being known as 2555 Research Boulevard, Rockville, Maryland;

BEING part of the same property described in a deed recorded in Liber 5815 at Folio 46.

PARCEL 6 (Tax I.D. No. 4-201-02573222)

Part of Parcel "C" in Block lettered "A" in the WASHINGTON NATIONAL PIKE INDUSTRIAL PARK as per plat thereof recorded among the land records of Montgomery County, Maryland, in Plat Book 100 at Plat 11312, and being particularly described as Ownership Parcel "C-3" on an Ownership Plat for Parcel C, Block A, WASHINGTON NATIONAL PIKE INDUSTRIAL PARK approved by the City of Rockville Planning Commission on December 11, 1985, and recorded among the land records of Montgomery County, Maryland, in Plat Book 136, at Plat 15738.

SAVING AND EXCEPTING therefrom 2,053.11 SF of land acquired by Montgomery County, Maryland, by instrument recorded in Liber 5815 at Folio 046.

Together with and subject to all easements, rights and appurtenances including, but not limited to, those rights and easements set forth in a Declaration of Common Easements recorded in Liber 6953 at Folio 864 and as shown on the Ownership Plat recorded in Plat Book 136 at Plat 15738, and as amended by Amendment to Declaration of Common Easement recorded in Liber 7044 at Folio 165.

With the improvements thereon being known as 15215 Shady Grove Road, Rockville, Maryland.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 20575, p. 0030, MSA_CE63_20529. Date available 09/22/2005. Printed 06/23/2016.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 20575, p. 0031, MSA_CE63_20529. Date available 09/22/2005. Printed 06/23/2016.

PARCEL 7 (Tax I.D. No. 4-201-02573211)

Part of Parcel "C" in Block lettered "A" in the WASHINGTON NATIONAL PIKE INDUSTRIAL PARK as per plat thereof recorded among the land records of Montgomery County, Maryland, in Plat Book 100 at Plat 11312, and being particularly described as Ownership Parcel "C-2" on an Ownership Plat for Parcel C, Block A, WASHINGTON NATIONAL PIKE INDUSTRIAL PARK approved by the City of Rockville Planning Commission on December 11, 1985, and recorded among the land records of Montgomery County, Maryland, in Plat Book 136, at Plat 15738.

Together with and subject to all easements, rights and appurtenances including, but not limited to, those rights and easements set forth in a Declaration of Common Easements recorded in Liber 6953 at Folio 864 and as shown on the Ownership Plat recorded in Plat Book 136 at Plat 15738, and as amended by Amendment to Declaration of Common Easement recorded in Liber 7044 at Folio 165.

With the improvements thereon being known as 15225 and 15235 Shady Grove Road, Rockville, Maryland.

PARCEL 8 (Tax I.D. No. 4-201-01762115)

Lot numbered Four (4) in Block lettered "A" in the subdivision known as "RED GATE INDUSTRIAL PARK," as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 102 at Plat 11503.

Together with and subject to an easement and right of way recorded in Liber 6029 at Folio 398.

With the improvements thereon being known as 1 and 2 Taft Court, Rockville, Maryland;

BEING the same property described in a deed recorded in Liber 5990 at Folio 381.

PARCEL 9 (Tax I.D. No. 4-201-01762172)

Lot numbered Four (4) in Block lettered "B", in the subdivision known as "RED GATE INDUSTRIAL PARK" as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 102 at Plat 11503.

Together with an access easement across Lots Nine (9) and Ten (10) in the "RED GATE INDUSTRIAL PARK" subdivision as per plat recorded among the Land Records of Montgomery County, Maryland, in Plat Book 114 at Plat 13548.

With the improvements thereon being known as 13 Taft Court, Rockville, Maryland;

BEING the same property described in a deed recorded in Liber 5487 at Folio 869.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 20575, p. 0032, MSA_CE63_20529. Date available 09/22/2005. Printed 06/23/2016.

PARCEL 10 (Tax I.D. No. 4-7-00080557)

Part of Lots numbered One (1), Two (2), Three (3) and Four (4), in Block numbered Five (5), in the subdivision known as "SPRING LAKE PARK," per plat recorded in J.A. 21, Folio 30, and re-recorded in Plat Book "B," Plat 3, among the Land Records of Montgomery County, Maryland.

With the improvements thereon being known as 12300 Washington Avenue, Rockville, Maryland;

BEING part of the same property described in a deed recorded in Liber 4896 at Folio 733.

PARCEL 11 (Tax I.D. No. 9-1-00768515)

Parcel lettered "F," in the subdivision known as "WASHINGTONIAN INDUSTRIAL PARK," as per plat recorded among the Land Records of Montgomery County, Maryland, in Plat Book 84 at Plat 8712.

With the improvements thereon being known as 9119 Gaither Road, Gaithersburg, Maryland;

BEING part of the same property described in a deed recorded in Liber 4811 at Folio 696.

PARCEL 12 (Tax I.D. No. 1-9-02253403)

Parcel lettered "X" in a subdivision entitled "MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES," as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 119 at Plat No. 14008;

With the improvements thereon being known as 18800 Woodfield Road, Gaithersburg, Maryland,

TOGETHER with a perpetual and assignable easement and right of way for the free and unobstructed passage of aircraft on, in, through, over and across the land particularly described in that Agreement between Montgomery County Revenue Authority and the AOPA Foundation, Inc., dated October 21, 1966, and recorded in Liber 3566 at Folio 159.

BEING the same property described in a deed recorded in Liber 16547 at Folio 424.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 20575, p. 0033, MSA_CE63_20529. Date available 09/22/2005. Printed 06/23/2016.

PARCEL 13 (Tax I.D. No. 4-7-00080568)

Parcel of land in Block numbered Five (5), in the subdivision known as "SPRING LAKE PARK," per plat recorded in J.A. 21, Folio 30, and re-recorded among the Land Records in Plat Book "B," Plat 3, adjoining Lots 1, 2, 3 and 4, in Block numbered 5, of said subdivision on the south and more particularly described as follows:

Beginning for the same at a stake at the southwest corner of said Lot numbered 4 and running in a northeasterly direction 171 feet more or less to a point where said Lot numbered 1 touches the west side of Washington Avenue, thence in a southerly course with Washington Avenue for a distance of 240 feet more or less to a point where said Washington Avenue forms a junction with the public road; thence westerly along said public road 40 feet, more or less, to a stake on the boundary line of the right-of-way of the Baltimore & Ohio Railroad; thence northwesterly 160 feet more or less to the place of beginning.

BEING part of the same property described in a deed recorded in Liber 4896 at Folio 733.

PARCEL 14 (Tax I.D. No. 10-1-00863418)

Those two parcels of land located on River Road, Potomac, Maryland, and particularly described in a Deed from John P. Stone to William M. Rickman dated May 16, 1986, and recorded May 29, 1986, among the land records of Montgomery County, Maryland, in Liber 7136 at Folio 806.

Real Property Data Search (w3)

Guide to searching the database

Search Result for MONTGOMERY COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

Account Identifier: District - 01 Account Number - 02253391

Owner Information

Owner Name:	PV AIRPARK LLC	Use:	INDUSTRIAL
		Principal Residence:	NO
Mailing Address:	10020 GARY RD POTOMAC MD 20854-	Deed Reference:	/43759/ 00407

Location & Structure Information

Premises Address:	18810 WOODFIELD RD GAITHERSBURG 20879-4715	Legal Description:	PAR W MONTGOMERY CO AIRPARK IND SITES

Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
GU21	0000	0000		0009				2014	Plat Ref:

Special Tax Areas:		Town:	NONE
		Ad Valorem:	
		Tax Class:	42

Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area	Property Land Area	County Use
1991	17670		72,302 SF	205

Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation
		DISTRIBUTION WAREHOUSE				

Value Information

	Base Value	Value As of 01/01/2014	Phase-in Assessments As of 07/01/2015	As of 07/01/2016
Land:	939,900	1,127,900		
Improvements	835,400	1,236,700		
Total:	1,775,300	2,364,600	2,168,167	2,364,600
Preferential Land:	0			0

Transfer Information

Seller: SUMO HOLDINGS MARYLAND LLC	Date: 04/18/2012	Price: $2,350,000
Type: ARMS LENGTH IMPROVED	Deed1: /43759/ 00407	Deed2:
Seller: DIETRICK, RICHARD L & G J	Date: 11/29/2001	Price: $1,375,000
Type: ARMS LENGTH IMPROVED	Deed1: /20055/ 00336	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2015	07/01/2016
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00|0.00	0.00|0.00

Tax Exempt:	Special Tax Recapture:
Exempt Class:	NONE

Homestead Application Information

Homestead Application Status: No Application

Mailed to - Shannon & Luchs 724 - 14th St. N.W. Wash. 5, D.C. 5-7-57

CORPORATION DEED
6015

LIBER 2324 FOLIO 528

Low Reporter Blank No. 500
818 FIFTH ST. N.W., WASHINGTON, D. C.

Recorded April 1st, 1957-at-11:33 A.M.

This Deed

Made this first *day of* March *in the year one thousand nine hundred and* fifty-seven *by and between*

CUSTARD'S INC., a corporation organized and existing under the laws of the State of Delaware, party of the first part,

AND

CATHERINE E. WAHLER, Unmarried,

party of the second part.

Witnesseth, *that for and in consideration of the sum of*

Ten and 00/100 - ($10.00) *Dollars, receipt whereof is hereby acknowledged, the said party of the first part does grant unto the said party of the second part, in fee simple, the following described land and premises, situate in the* County of Montgomery, State of Maryland, *and known and distinguished as*

Parts of tracts in Montgomery County, described in two parcels:

PARCEL ONE Part of tracts called "Dublin" and "The Resurvey on Dublin", described as follows:

Beginning for the same at a point in the Gaithersburg and Laytonsville Pike and at the end of 69.07 perches or the second line of a conveyance made February 5, 1877 by W. C. Pickersgill and wife to Mary E. Codwise for parts of said tracts containing 473-1/2 acres, more or less, and recorded in EBP 16, folio 234, and running thence with said second line South 38° West 3.68 perches to a stone at the end thereof, still with the outlines of said conveyance North 43° 15' West 136 perches to a stone at the end of the 31st line of the "Resurvey on Dublin" thence North 55° West 120 perches; thence North 34° West 14 perches; thence North 30° East 20 perches to a stone thence North 41° West 60 perches; thence North 24° East 54 perches, thence North 66° East 12 perches, thence East 90 perches, thence North 63° East 94 perches, thence South 78° East 26 perches to the end of the 29th line of "Leakin's Lot", still same course, South 78° East 2.5 perches to the end thereof, thence South 45° East 58 perches to a stone at the beginning of a lot containing 16 acres of land conveyed to Jeremiah McCarthy, and running thence with the last line of said conveyance reversed South 47° 30' East 55.75 perches to the end of the 18th line of the aforesaid conveyance from Pickersgill to Codwise and then with part of the 19th line of said conveyance South 47° East 46.44 perches to a point in the center line of the Gaithersburg Laytonsville Pike, it being also at the end of the 5th line of a conveyance made February 9, 1912 by Mary E. and Beveraly R. Codwise to Thomas D. Griffith for 79-1/4 acres of land and of record in Liber 226, folio 165, and running thence with the lines of said conveyance reversed and bounding in said turnpike the three following courses and distances; to wit: South 24° 55' West 54.34 perches, South 25° 13' West 67.16 perches, South 22° 10' West 123 perches to place of beginning, containing 378-1/4 acres.

PARCEL TWO Part of a tract of land called "Dublin".

Beginning at a point on the Western edge of the Gaithersburg Laytonsville Road and at the end of the 19th line of a conveyance made July 19, 1926 by Ella R. Plummer et al to Walter Plummer for 365 acres of land and of record in Liber 408, folio 75 and running thence with the 20th line of said conveyance North 10° 35' East 195 feet to a stone; the beginning of the second part, containing 20 acres of land described in a deed from Evan Bauman to Urich G. Bauman, dated June 21, 1865, then with the last line of said 20 acre tract called "Dublin" reversed, North 41° 31' West 2243.43 feet to a stone, then still with said 1st mentioned conveyance North 51° 28' West 275 feet to a

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2324, p. 0528, MSA_CE63_2282. Date available 02/27/2008. Printed 06/23/2016.

point in the center line of the public road leading from Gaithersburg Laytonsville Road to Seneca Bridge; and thence bounding in said road the six following courses and distances: South 33° 53' 10" East 149.88 feet, thence South 14° 59' 20" East 57 feet, thence South 05° 13' 35" East 412.15 feet, thence South 37° 47' East 372.69 feet, thence South 62° 51' 50" East 697.56 feet, thence South 46° 27' 50" East 938.37 feet, thence South 21° 04' 40" East 64.29 feet to intersect the 19th line of the aforesaid conveyance from Ella R. Plummer, et al to Walter Plummer, and thence with said line North 25° 17' East 25.78 feet to the place of beginning, containing 8.929 acres;

together with all and singular the ways, easements, rights, privileges and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the said party of the first part, of, in, to, or out of the said land and premises.

And *the said party of the first part covenants that it will warrant specially the property hereby conveyed,* in fee simple, ~~~

Mailed to:
Grantee, 880 Bonifant St. Sil. Spr. Md. 5-10-60.

LIBER 2723 FOLIO 322

Recorded April 12th, 1960-at-2:22 P. M.

DEED

MADE this 7th day of April 1960, by and between Catherine E. Wahler, unmarried, party of the first part, and Montgomery County Airpark, Inc., a Maryland Corporation, party of the second part:

WITNESSETH, that in consideration of the sum of Ten Dollars and other good and valuable considerations the said party of the first part does grant and convey unto the party of the second part in fee simple all that property situate in Montgomery County, State of Maryland, described as :

Being part of tracts of land called "Dublin" and "The Resurvey on Dublin", and being part of Parcel 1 and Parcel 2 as described in a deed from Custard's, Inc. to Catherine E. Wahler, unmarried, dated March 1, 1957 and recorded in Liber 2324, folio 528, among the Land Records of Montgomery County, Maryland, and being more particularly described by metes and bounds, courses and distances, the following, to wit:

Beginning for the same at the beginning point of Parcel 1 of the aforesaid conveyance; and running thence with a part of the first line
(1) S 38° 00' 00" W 19.71 feet to intersect the right of way line for Snouffer School Road, as shown on Dedication Plats 7, 8, 9 and 10 "Snouffer School Road" recorded in Plat Book 62, Plat No. 5356, Plat Book 62, Plat No. 5357, Plat Book 62, Plat No. 5358 and Plat Book 62, Plat No. 5359, respectively, among the aforesaid Land Records; and running thence with the Northeasterly side of Snouffer School Road as shown on said plats the following 12 courses and distances:
(2) N 66° 41' 15" W 33.03 feet; thence
(3) on the arc of a curve to the right whose radius is 25.00 feet, an arc distance of 49.01 feet, Chord S 79° 28' 10" W 41.53 feet,
(4) N 44° 22' 25" W 91.20 feet; thence
(5) on the arc of a curve to the left whose radius is 5765.58 feet, an arc distance of 434.55 feet, Chord N 46° 31' 58" W 434.44 feet,
(6) N 48° 41' 31" W 181.40 feet; thence
(7) on the arc of a curve to the left whose radius is 1468.40 feet, an arc distance of 423.46 feet, Chord N 56° 57' 12" W 421.99 feet,
(8) N 65° 12' 54" W 116.78 feet; thence
(9) on the arc of a curve to the right whose radius is 1109.92 feet, an arc distance of 898.36 feet, Chord N 42° 01' 40" W 874.04 feet,
(10) N 18° 50' 25" W 63.82 feet; thence
(11) on the arc of a curve to the left whose radius is 1181.92 feet, an arc distance of 731.71 feet, Chord N 36° 34' 34" W 720.09 feet,
(12) N 54° 18' 42" W 1296.60 feet; thence
(13) on the arc of a curve to the left whose radius is 1468.40 feet, an arc distance of 201.66 feet, Chord N 58° 14' 45" W 201.50 feet, to intersect the 4th line of the aforesaid Parcel 1; thence with the remainder of said 4th line
(14) N 38° 17' 48" W 13.48 feet; thence with the 5th through the 18th lines, inclusive, of the aforesaid Parcel 1
(15) N 30° 00' 00" E 330.00 feet; thence
(16) N 41° 00' 00" W 1080.55 feet; thence
(17) N 24° 00' 00" E 891.00 feet; thence

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2723, p. 0322, MSA_CE63_2681. Date available 07/21/2006. Printed 08/23/2016.

(18) N 66° 00' 00" E 198.00 feet; thence
(19) East 1185.00 feet; thence
(20) N 63° 00' 00" E 1551.0 feet; thence
(21) S 78° 00' 00" E 429.00 feet; thence
(22) S 78° 00' 00" E 41.25 feet; thence
(23) S 45° 00' 00" E 957.00 feet; thence
(24) S 47° 30' 00" E 919.88 feet; thence
(25) S 47° 00' 00" E 766.26 feet; thence
(26) S 24° 55' 00" W 896.61 feet; thence
(27) S 25° 13' 00" W 1108.14 feet; thence
(28) S 22° 10' 00" W 2029.50 feet to the place of beginning, containing 388.6319 acres of land, more or less, according to description prepared by Maddox & Hopkins, Registered Land Surveyors, dated June 30, 1959; and being all that property conveyed to Catherine E. Wahler by deed recorded in Liber 2324, folio 528, among the aforesaid Land Records, together with 1761 square feet of land as set forth in deed recorded in Liber 2518, folio 317, among the aforesaid Land Records, and saving and excepting therefrom 7772 square feet of land as set forth in deed recorded in Liber 2518, folio 325, and also saving and excepting therefrom 220,942 square feet of land, more or less dedicated to public use for the widening of Snouffner School Road as shown on the following plats, Plat Book 62, Plat Nos. 5356, 5357, 5358, and 5359.

Subject to a right of way granted Frederick Gas Company, Inc. as per instrument recorded in Liber 2568, folio 84; and also subject to right to create and maintain slopes or drainage ways on the areas shown on the following plats, Plat Book 62, Plat Nos. 5356, 5357, 5358, and 5359.

TOGETHER with the building and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

AND the said party of the first part covenants that she will warrant specially the property hereby conveyed; and that she will execute such further assurances of said land as may be requisite.

WITNESS her hand and seal.

GEO. L. BOSWELL

Catherine E. Wahler (SEAL)
CatherineE. Wahler

Washington DC

to wit:

On this 7th day of April 1960 before me, the undersigned officer, personally appeared Catherine E. Wahler, known to me to be the person whose name is subscribed to the within instrument and acknowledge that she has executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

Mary V. Judge Notary Public

My commission expires:

October 14, 1960

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2723, p. 0323, MSA_CE63_2681. Date available 07/21/2006. Printed 06/23/2016.

Mailed to:
Grantee: 4650 East West Hwy. Bethesda, Md. 12-13-66

LIBER 3566 FOLIO 152

(bbe)
#13326 Recorded Oct. 31st, 1966-at-12:02 P.M.

(60.00) F-45265 5-90530

THIS CORPORATE DEED

MADE this 21st day of October, 19 66, by and between MONTGOMERY COUNTY AIRPARK, INC., a Maryland Corporation, party of the first part, and AOPA FOUNDATION, INC., a Delaware Corporation, party of the second part:

WITNESSETH, that in consideration of the sum of Ten Dollars and other good and valuable considerations the said party of the first part does grant and convey unto the party of the second part in fee simple, all that property situate in Montgomery County, State of Maryland, described as:

BEING all of Parcel "H", containing 2.1871 acres, and all of Parcel "J", containing 1.6748 acres as shown on a plat thereof, entitled Parcels F, G, H, J, MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, recorded in Plat Book 74, Plat 7293, among the Land Records of Montgomery County, Maryland, subject to easements and rights of way for storm drainage and sanitary sewer as shown on said Plat and subject to a right of way, 25 feet wide, over Parcel "H", contiguous and parallel to the northeasterly line of Parcel "H" to be used in common with Parcels "G" and "F" for ingress and egress; together with a right of way, 25 feet wide, over Parcel "F", contiguous and parallel to the southwesterly line of Parcel "F" to be used in common with Parcels "F" and "G" and the following described parcel from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322 among the aforesaid Land Records.

BEGINNING for the same at a point on the 17th line of a conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960 and recorded in Liber 2727, folio 372, said point being also the most westerly corner of Parcel "H", MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, aforesaid, and running thence with the southwesterly lines of Parcels "H" and "J", as shown on said Plat

(1) S 65° 32' 33" E 867.83 feet to the most southerly corner of Parcel "J", thence with said line extended, still

(2) S 65° 32' 33" E 53.14 feet to intersect the 26th line of Liber 2723, folio 322 and running thence with a part of said 26th line and the centerline of the Gaithersburg-Laytonsville Road

(3) S 24° 27' 27" W 721.43 feet, thence leaving said centerline and said 26th line and so as to cross said tract

(4) N 58° 13' 51" W 53.58 feet to a point on the west side of said Road, as now laid out, thence, still

(5) N 58° 13' 51" W 552.96 feet,

(6) N 52° 31' 13" W 200.00 feet

(7) N 37° 28' 47" E 250.00 feet

(8) N 52° 31' 13" W 202.42 feet to intersect the aforesaid 17th line of Liber 2727, folio 372 and running thence with a part of said line reversed

(9) N 27° 28' 47" E 310.43 feet to the place of beginning, containing 13.0326 acres of land, more or less.

COUNTY CIRCUIT COURT (Land Records) CKW 3566, p. 0152, MSA_CE63_3524. Date available 04/14/2008. Printed 06/23/2016.

TOGETHER WITH an easement or right of way for the passage of aircraft, in, through, over and across part of the lands described in a conveyance from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322, among the Land Records of Montgomery County, Maryland, described as follows:

BEGINNING for the same at the end of the 6th line of the above-described parcel and running thence with the 7th and 8th lines of said conveyance

(1) N 37° 28' 47" E 250.00 feet,

(2) N 52° 31' 13" W 202.42 feet to intersect the 17th line of the conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960, recorded in Liber 2727 at folio 372, among the aforesaid Land Records and running thence with the remainder of the 17th line and part of the 18th line, as resurveyed

(3) S 27° 28' 47" W 319.55 feet,

(4) S 58° 13' 51" E 147.66 feet,

(5) N 37° 28' 47" E 50.00 feet to the place of beginning, according to a description prepared by Maddox & Hopkins, Inc., Engineers and Surveyors, dated October 11, 1966.

SUBJECT to the same covenants and restrictions as contained in a certain Declaration of Covenants recorded in Liber 2752 at folio 569, among the aforesaid Land Records as though same were herein repeated in so many words.

TOGETHER with the building and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

AND the said party of the first part covenants that it will warrant specially the property hereby conveyed; and that it will execute such further assurances of said land as may be requisite.

IN WITNESS WHEREOF, the said grantor has caused its corporate seal to be hereto affixed and these presents to be executed in its corporate name by Wm. E. Richardson, its President, attested by Richard T. Kreuzberg, II, its Secretary, as of the day and year first above written pursuance of resolutions duly adopted for that purpose by its Stockholders and Board of Directors, respectively.

MONTGOMERY COUNTY AIRPARK, INC.

Attest: Richard T. Kreuzberg, II
Richard T. Kreuzberg, II, Secretary

BY: Wm. E. Richardson
Wm. E. Richardson, President

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

On this the 21st day of October, 1966, before me, the undersigned officer, personally appeared Wm. E. Richardson who acknowledged himself to be the President of Montgomery County

COUNTY CIRCUIT COURT (Land Records) CKW 3566, p. 0153, MSA_CE63_3524. Date available 04/14/2008. Printed 06/23/2016.

Airpark, Inc., a corporation, and that he, as such President , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as .

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

William T. Stecher
William T. Stecher Notary Public

My Commission expires: July 1, 1967

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER THE SUPERVISION OF
WHEELER & KORPECK, ATTORNEYS
DULY ADMITTED TO PRACTICE BEFORE THE
COURT OE APPEALS OE MARYLAND
William T. Stecher
William T. Stecher

NTY CIRCUIT COURT (Land Records) CKW 3566, p. 0154, MSA_CE63_3524. Date available 04/14/2008. Printed 06/23/2016.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0089, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

CORPORATE DEED

LIBER 5510 FOLIO 089 1980 APR 22 PM 3:16

CLERK'S OFFICE MONTGOMERY COUNTY, MD

This Deed

Made this 16 *day of* April *19* 80, *by and between* AOPA Air Safety Foundation, a Delaware Corporation, formerly known of record as AOPA Foundation, Inc. *party of the first part, and* EDWARD W. SCHULTZE *party of the second part,*

Witnesseth, *that for and in consideration of the sum of* $ 400,000.00 *receipt of which is hereby acknowledged, the said party of the first part does grant and convey unto the party of the second part, in fee simple, as* sole owner *the following described land and premises, situate in* MONTGOMERY COUNTY, MARYLAND *and known and distinguished as follows:*

See attached property description - Exhibit A

Being all the same land described in a Deed recorded in Liber 3566 at folio 152.

APR-22-80	PAID4303	CLK.CT.M.C.	— RTXDCK	1,760.00
APR-22-80	PAID4304	CLK.CT.M.C.	— STTDCK	2,000.00
APR-22-80	PAID4305	CLK.CT.M.C.	DED — DCK	15.00

together with all and singular the ways, easements, right, privileges and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise, of the said party of the first part, of, in, to or out of said land and premises.

And *the said party of the first part covenants that it will warrant specially the property hereby conveyed and that it will execute such further assurances of said land as may be requisite or necessary.*

In Testimony Whereof, *the said* AOPA Air Safety Foundation *hath on the* 16 *day of* April *19* 80 *caused these presents to be signed by* William S. Brassel *its* Vice *President and attested by* John S. Yodice *its* Asst *Secretary, and its corporate seal to be hereunto affixed; and doth hereby appoint* William S. Brassel *its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.*

Attest: John S. Yodice
John S. Yodice, Asst Secretary

AOPA Air Safety Foundation
by William S. Brassel
William S. Brassel, Vice President

STATE OF MARYLAND
COUNTY OF MONTGOMERY } **to wit:**

I, *a notary public in and for the* State of Maryland, County of Montgomery *do hereby certify that* William S. Brassel *who is personally well known to me as the person named as attorney in fact in the foregoing Deed, bearing date of* April 16, 1980 *and hereto annexed, personally appeared before me in said* County *and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of the grantor therein.*

Given *under my hand and seal this* 16 *day of* April, 1980.

Janet E. Peirce
JANET E. PEIRCE *Notary Public*

My commission expires: July 1, 1982

I certify that this instrument was prepared under the supervision of B. George Ballman, an attorney admitted to practice before the Court of Appeals of Maryland.
B. George Ballman

Staley, Prescott and Ballman, Attorneys

BEING all of Parcel "H", containing 2.1871 acres, and all of Parcel "J", containing 1.6748 acres as shown on a plat thereof, entitled Parcels F, G, H, J, MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, recorded in Plat Book 74, Plat 7293, among the Land Records of Montgomery County, Maryland, subject to easements and rights of way for storm drainage and sanitary sewer as shown on said Plat and subject to a right of way, 25 feet wide, over Parcel "H", contiguous and parallel to the northeasterly line of Parcel "H" to be used in common with Parcels "G" and "F" for ingress and egress; together with a right of way, 28 feet wide, over Parcel "F", contiguous and parallel to the southwesterly line of Parcel "F" to be used in common with Parcels "F" and "G" and the following described parcel from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322 among the aforesaid Land Records. BEGINNING for the same at a point on the 17th line of a conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960 and recorded in Liber 2727, folio 372, said point being also the most westerly corner of Parcel "H", MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, aforesaid, and running thence with the southwesterly lines of Parcels "H" and "J", as shown on said Plat

(1) S 65° 32' 33" E 867.83 feet to the most southerly corner of Parcel "J", thence with said line extended, still

(2) S 65° 32' 33" E 53.14 feet to intersect the 26th line of Liber 2723, folio 322 and running thence with a part of said 26th line and the centerline of the Gaithersburg-Laytonsville Road

(3) S 24° 27' 27" W 721.43 feet, thence leaving said centerline and said 26th line and so as to cross said tract

(4) N 58° 13' 51" W 53.58 feet to a point on the west side of said Road, as now laid out, thence, still

(5) N 58° 13' 51" W 552.96 feet,

(6) N 52° 31' 13" W 200.00 feet

(7) N 37° 28' 47" E 250.00 feet

(8) N 52° 31' 13" W 202.42 feet to intersect the aforesaid 17th line of Liber 2727, folio 372 and running thence with a part of said line reversed

(9) N 27° 28' 47" E 310.43 feet to the place of beginning, containing 13.0328 acres of land, more or less.

TOGETHER WITH an easement or right of way for the passage of aircraft, in, through, over and across part of the lands described in a conveyance from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322, among the Land Records of Montgomery County, Maryland, described as follows:

BEGINNING for the same at the end of the 6th line of the above-described parcel and running thence with the 7th and 8th lines of said conveyance

(1) N 37° 28' 47" E 250.00 feet,

(2) N 52° 31' 13" W 202.42 feet to intersect the 17th line of the conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960, recorded in Liber 2727, at folio 372, among the aforesaid Land Records and running thence with the remainder of the 17th line and part of the 18th line, as resurveyed

(3) S 27° 28' 47" W 319.55 feet,

(4) S 58° 13' 51" E 147.66 feet,

(5) N 37° 28' 47" E 50.00 feet to the place of beginning, according to a description prepared by Maddox & Hopkins, Inc., Engineers and Surveyors, dated October 11, 1966.

Ex. A.

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

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0090, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0091, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton *Secretary of State of the State of Delaware, do hereby certify* that the Certificate of Incorporation of the "AOPA FOUNDATION, INC.", was received and filed in this office the thirteenth day of November, A.D. 1950, at 9 o'clock A.M.

And I do hereby further certify that the said "AOPA FOUNDATION, INC.", filed a Certificate of Amendment, changing its corporate title to "AOPA AIR SAFETY FOUNDATION", on the twenty-fifth day of August, A.D. 1967, at 9 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation is duly incorporated under the laws of the State of Delaware and is in good standing and has a legal corporate existence so far as the records of this office show and is duly authorized to transact business.

And I do hereby further certify that the said "AOPA AIR SAFETY FOUNDATION", is the last known title of record of the aforesaid Corporation.

And I do hereby further certify that the aforesaid Corporation is a non-profit and non-stock corporation.

In Testimony Whereof, *I have hereunto set my hand and official seal at Dover this* fifth *day of* April *in the year of our Lord one thousand nine hundred and* seventy-eight.

Glenn C. Kenton, Secretary of State

FORM 122

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0092, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

Deed

.....

.....

TO

.....

.....

.....

Received for Record on the ..... day of ....., A. D. 19..... at ..... o'clock ..... M., and recorded in Liber No. ..... at folio ....., one of the Land Records for the County of Montgomery, State of Maryland.

.....
Clerk.

LAW OFFICES
STALEY, PRESCOTT AND BALLMAN
CITIZENS SAVINGS BUILDING
KENSINGTON, MARYLAND

Mail To:

.....

.....

.....

APR 21 1980
1-1 - 170
1-9- 181,192

4-22-80

$4,000.00 TRANSFER TAX PAID
MONTGOMERY COUNTY, MARYLAND
BY

HEREBY CERTIFY THIS PROPERTY HAS BEEN DULY TRANSFERRED ON THE MONTGOMERY COUNTY ASSESSMENT BOOKS. C7469 C7471
TRANSFER CLERK, ASSESSMENT DEPARTMENT
1-1-170
1-9-181,192

LIBER 5510 FOLIO 092

Certification

I Hereby Certify that the foregoing instrument was executed pursuant to a duly adopted resolution of the Board of Directors of the Grantor herein and do further certify that the foregoing instrument is not part of a transaction in which there is a sale, lease, exchange or other transfer of all, or substantially all, of the property and assets of said Grantor Corporation.

By .....
John L. Baker (MEB) *President*

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0093, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

213

DEFERRED PURCHASE MONEY

DEED OF TRUST

(2)

THIS DEED OF TRUST is made this 16th day of April, 1980., among the Grantor, EDWARD W. SCHULTZE (herein "Borrower"), B. George Ballman and John S. Yodice (herein "Trustee"), and the Beneficiary, AOPA Air Safety Foundation, a corporation organized and existing under the laws of the State of Delaware, whose address is 7315 Wisconsin Avenue, Bethesda, Maryland 20014 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of MONTGOMERY, State of Maryland:

See Attached Property Description - Exhibit A.

The Trustee shall, without the necessity of obtaining the prior written consent of the Beneficiary, execute any and all documents and/or plats to release from this Trust all or any portion of the Property to be dedicated for public use, such as for streets, public utilities, sanitary sewer, water, storm sewer, etc., or other such public use and shall sign all plats of subdivision as requested by Borrower, all without any principal curtailment and at no cost to the Borrower.

The Trustee shall not release from this Trust any portion of the Property, other than as immediately hereinabove provided, unless Borrower shall pay to the Beneficiary, on or before the effective date of said release, an amount equal to twice the amount outstanding on said note and the product multiplied by a fraction the numerator of which is the number of acres in the portion of the property to be released and the denominator of which is sixteen and eighty-nine one hundreds (16.89), the number of acres in the property.

[illegible] PAID 4 3 6 CLK.CIR.C. MDT—BCK 10.00

1980 APR 22 PM 3:17
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

which has the address of _____ (Street), _____ (City),
_____ (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated April 16, 1980 (herein "Note"), in the principal sum of Three Hundred Twenty Thousand ($320,000.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 16, 1988; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0094, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

BEING all of Parcel "H", containing 2.1871 acres, and all of Parcel "J", containing 1.6748 acres as shown on a plat thereof, entitled Parcels F, G, H, J, MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, recorded in Plat Book 74, Plat 7293, among the Land Records of Montgomery County, Maryland, subject to easements and rights of way for storm drainage and sanitary sewer as shown on said Plat and subject to a right of way, 25 feet wide, over Parcel "H", contiguous and parallel to the northeasterly line of Parcel "H" to be used in common with Parcels "G" and "F" for ingress and egress; together with a right of way, 28 feet wide, over Parcel "F", contiguous and parallel to the southwesterly line of Parcel "F" to be used in common with Parcels "F" and "G" and the following described parcel from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322 among the aforesaid Land Records. BEGINNING for the same at a point on the 17th line of a conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960 and recorded in Liber 2727, folio 372, said point being also the most westerly corner of Parcel "H", MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, aforesaid, and running thence with the southwesterly lines of Parcels "H" and "J", as shown on said Plat

(1) S 65° 32' 33" E 867.83 feet to the most southerly corner of Parcel "J", thence with said line extended, still

(2) S 65° 32' 33" E 53.14 feet to intersect the 26th line of Liber 2723, folio 322 and running thence with a part of said 26th line and the centerline of the Gaithersburg-Laytonsville Road

(3) S 24° 27' 27" W 721.43 feet, thence leaving said centerline and said 26th line and so as to cross said tract

(4) N 58° 13' 51" W 53.58 feet to a point on the west side of said Road, as now laid out, thence, still

(5) N 58° 13' 51" W 552.96 feet,

(6) N 52° 31' 13" W 200.00 feet

(7) N 37° 28' 47" E 250.00 feet

(8) N 52° 31' 13" W 202.42 feet to intersect the aforesaid 17th line of Liber 2727, folio 372 and running thence with a part of said line reversed

(9) N 27° 28' 47" E 310.43 feet to the place of beginning, containing 13.0325 acres of land, more or less.

TOGETHER WITH an easement or right of way for the passage of aircraft, in, through, over and across part of the lands described in a conveyance from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322, among the Land Records of Montgomery County, Maryland, described as follows:

BEGINNING for the same at the end of the 6th line of the above-described parcel and running thence with the 7th and 8th lines of said conveyance

(1) N 37° 28' 47" E 250.00 feet,

(2) N 52° 31' 13" W 202.42 feet to intersect the 17th line of the conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960, recorded in Liber 2727, at folio 372, among the aforesaid Land Records and running thence with the remainder of the 17th line and part of the 18th line, as resurveyed

(3) S 27° 28' 47" W 319.55 feet,

(4) S 58° 13' 51" E 147.66 feet,

(5) N 37° 28' 47" E 50.00 feet to the place of beginning, according to a description prepared by Maddox & Hopkins, Inc., Engineers and Surveyors, dated October 11, 1966.

EX. 14.

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

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0095, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0096, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

~~**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.~~

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender at Lender's option may declare all of the sums secured by the Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail written notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender, or Lender's designee, may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of 5% of the gross sale price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Trustee's Fee When Foreclosure Stopped; For Execution of Documents. Borrower agrees that if a suit to foreclose this Deed of Trust is filed, or if the subject property shall be advertised for sale, whichever shall first occur, and the sale shall not be held, the Trustee or Trustees acting shall be entitled to a Trustee's Fee of 2.5% to be computed on the original amount of the debt hereby secured. Trustees shall also be entitled to receive a fee of $20.00 each for each Deed of Release, Subordination Agreement, Dedication, or other instrument executed by either or all of them.

20. Default in Prior Liens. In the event that there is a default in any payment or charge provided for in any prior recorded Trust or Trusts or prior liens including taxes and assessments on the premises herein described, it shall operate and cause all principal and interest of the note still unpaid, hereby secured, to immediately mature and become due and payable.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0097, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

21. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

22. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

23. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust. Borrower shall pay all costs of recordation, if any, together with Trustee's fee as provided in paragraph 19.

24. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Edward W. Schultze .....(Seal)
Edward W. Schultze —Borrower

.....(Seal)
—Borrower

STATE OF MARYLAND, MONTGOMERY County ss:

I Hereby Certify, That on this 16th day of April, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for the COUNTY OF MONTGOMERY, personally appeared EDWARD W. SCHULTZE, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument and acknowledge that he executed the same for the purposes therein contained.

AS WITNESS my hand and notarial seal.

My Commission expires: July 1, 1982 Janet E. Peirce
JANET E. PEIRCE Notary Public ~~B. George Ballman~~

STATE OF MARYLAND, MONTGOMERY County ss:

I Hereby Certify, That on this 16th day of April, 1980, before me, the subscriber, a Notary Public of the State of MARYLAND, and for the COUNTY OF MONTGOMERY, personally appeared John S. Wade, the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth ~~and that the amount of the loan secured by the foregoing Deed of Trust was actually paid by the party or parties secured to the Borrower or to the person responsible for the funds in the closing or settlement of the loan and also~~ made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS my hand and notarial seal.

My Commission expires: July 1, 1982 Janet E. Peirce
Notary Public JANET E. PEIRCE

I hereby certify that this instrument was prepared under the supervision of B. George Ballman, an attorney admitted to practice before the Court of Appeals of Maryland.

B. George Ballman

(Space Below This Line Reserved For Lender and Recorder)

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BAS 9219, p. 0799, MSA_CE63_9177. Date available 06/22/2005. Printed 06/23/2016.

MARYLAND FEE SIMPLE DEED--CODE-- LIBER 9219 FOLIO 799 Washington Law Reporter Form 80 1425 Eye St. N.W., Washington D.C. 20005

This Deed, made this 28th day of February, 1990, by and between

EDWARD W. SCHULTZE

party of the first part, and

RICHARD L. DIETRICK and GARNETTA J. DIETRICK, his wife

parties of the second part.

MONTGOMERY COUNTY CLERK'S OFFICE
MAR 2 PM 3:57

Witnesseth, that in consideration of Six Hundred Fourteen Thousand Five Hundred Dollars ($614,500.00) the said party of the first part does grant and convey unto

RICHARD L. DIETRICK and GARNETTA J. DIETRICK, his wife

parties of the second part, their heirs and assigns, in fee simple as tenants by the entirety all that piece or parcel of unimproved land situate, lying and being in Montgomery County, State of Maryland, described as follows to wit:

Parcel W in the subdivision known as "Parcels R-X Montgomery County Airpark Industrial Sites" as per plat thereof recorded in Plat Book 119 at Plat 14008

Being part of the same real estate conveyed unto Edward W. Schultze by a Deed dated April 16, 1980 and recorded in Liber 5510 at folio 089.

Together with all the rights, ways, roads, waters, easements, privileges and appurtenances thereunto belonging or in anywise appertaining,

Together with and subject to an easement for ingress and egress as shown on plat recorded in Plat Book 119 at Plat 14008,

And together with all appurtenant rights contained in those certain Declarations of Easement and Agreement dated July 9, 1986 and recorded among the Land Records of Montgomery County, Maryland respectively in Liber 7196 at folio 166 and in Liber 7196 at folio 175.

RTX 0 #
1 #
AMOUNT $614500 #
RECD 2703.00
STX 0 #
TRANS 1 #
AMOUNT $614500 #
RECD 3072.50
RECORDATION 10.00
SURCHARGE 3.00
PARCEL ID 1.00

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Montgomery County
LLM 01960
By Date

AGRICULTURE TRANSFER TAX IN THE AMOUNT OF $ N/A
SIGNATURE LLM

And the Grantor herein does covenant that he will warrant specially the property herein intended to be conveyed and that he will execute such further assurances as may be requisite.

Witness my hand and seal.

TEST:

Edward W. Schultze [SEAL]
EDWARD W. SCHULTZE

[SEAL]

STATE OF MARYLAND
COUNTY OF MONTGOMERY } To Wit:

On this 28th day of February, 1990, before me, JOSEPH A. LYNOTT, III, the undersigned officer, personally appeared EDWARD W. SCHULTZE known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

JOSEPH A. LYNOTT, III NOTARY PUBLIC MONTGOMERY COUNTY, MARYLAND

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: 07/01/90

JOSEPH A. LYNOTT, III Notary Public

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

AGRICULTURE TRANSFER TAX IN THE AMOUNT OF $ N/A
SIGNATURE

JOSEPH A. LYNOTT, Attorney

ATTACHED TO AND MADE A PART OF THAT CERTAIN INSTRUMENT DATED THE

28th DAY OF February, 1990 LIBER 9219 FOLIO 800

CLERK'S INDEX SHEET
(For the purpose of proper indexing only)

Pursuant to the provisions and requirements of Section 3-501 of Subtitle 5, Real Property Article, *Annotated Code of Maryland* (1981) Repl. Vol.), the following additional information is declared by the parties hereto to be contained within this instrument:

1. **TYPE OF INSTRUMENT:** Deed

2. **GRANTOR'S NAME AND ADDRESS:**

Edward W. Schultze
8016 Greentree Road
Bethesda, Maryland 20817

MAR 2 1990
1-9-225-3391
All taxes on assessments certified to the Collector of Taxes for Montgomery County Md. by 3/2/90 have been paid Dept. of Finance Montgomery County, Md. This statement is for the purpose of permitting recordation and is not assurance against further taxation even for prior periods, nor does it guarantee satisfaction of outstanding tax sales.

3. **GRANTEE'S NAME AND ADDRESS:**

Richard L. Dietrick and Garnetta J. Dietrick
8501 Atlas Drive
Gaithersburg, Maryland 20877

4. **CONSIDERATION (APPLIES ONLY TO DEEDS):**
Six Hundred Fourteen Thousand Five Hundred Dollars
($614,500.00)

5. **PARCEL ID/TAX ACCOUNT NO(S):**
1-01-2253391

$6543.83 TRANSFER TAX PAID
MONTGOMERY COUNTY, MARYLAND
BY

6. **PROPERTY DESCRIPTION:**
Parcel W, Montgomery County Airpark Industrial Sites

7. **STREET ADDRESS OF THE LAND AND PREMISES DESCRIBED IN THIS INSTRUMENT:**

8. **NAME OF TITLE INSRUANCE COMPANY:**
First Amercan Title Insurance Company

Mr. Clerk: After recording please see that the original of the foregoing instrument is:

_____ Mailed (additional $0.50 cost)
OR
_____ Held at Clerk's Office

For: _____
(name)

_____

_____
(address)

DO NOT WRITE BELOW THIS LINE
TO BE COMPLETED BY CLERK OF THE COURT

Verified by: _____
(Clerk's Office)

HMS-200

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BAS 9219, p. 0800, MSA_CE63_9177. Date available 06/22/2005. Printed 06/23/2016.

UPON RECORDATION, PLEASE RETURN TO:
JOSEPH A. LYNOTT, III
LYNOTT & LYNOTT, P.A.
51 MONROE STREET, SUITE 701
ROCKVILLE, MARYLAND 20850
(301) 424-5100 (FILE NO. 4781)
INSURER: LAWYERS TITLE INSURANCE COMPANY
PARCEL ID: 1-9-2253391

MONTGOMERY COUNTY, MD
APPROVED BY JTQ
NOV 29 2001
$6050.00 RECORDATION TAX PAID
$5150.00 TRANSFER TAX PAID

DEED OF CONVEYANCE

THIS DEED MADE this 29 day of November, 2001, by and between RICHARD L. DIETRICK and GARNETTA J. DIETRICK, parties of the first part, and SUMO HOLDINGS MARYLAND, LLC, a California limited liability company, party of the second part:

Witnesseth, that in consideration of ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($1,375,000.00), receipt of which is hereby acknowledged, and which parties of the first part certify under the penalties of perjury as the actual consideration paid or to be paid, the said parties of the first part do grant and convey unto the party of the second part, its heirs and assigns in fee simple all that improved property situate, lying and being in Montgomery County, State of Maryland, described as follows to wit:

PARCEL "W" in the subdivision known as "PARCELS R-X MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES" as per plat thereof duly recorded in Plat Book 119 at Plat 14008 among the land records of Montgomery County;

TOGETHER with and subject to an easement for ingress and egress as shown on plat recorded in Plat Book 119 at Plat 14008;

AND together with all appurtenant rights contained in those certain Declarations of Easement and Agreement dated July 9, 1986 and recorded among the land records of Montgomery County, Maryland respectively in Liber 7196 at folio 166 and Liber 7196 at folio 175.

Which has an address of 18810 Woodfield Road, Gaithersburg, Maryland, 20877 and

Being the same property described in Liber 9219 at folio 799 among the said Land Records.

2001 NOV 29 P 3:00
FILED
MOLLY O. RUHL
CLERK'S OFFICE
MONTGOMERY CO. MD

SUBJECT to covenants, easements and restrictions of record.

TO HAVE AND TO HOLD said land and premises above described or mentioned and hereby intended to be conveyed, together with the buildings and improvements thereupon erected, made or being, and all and every title, rights, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, unto and for the proper use only, benefit and behalf forever of said party of the second part in fee simple.

AND the said parties of the first part covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite or necessary.

6875 20 5 SS

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 20055, p. 0336, MSA_CE63_20009. Date available 09/21/2005. Printed 06/23/2016.

IN TESTIMONY WHEREOF, the said parties of the first part have set their hands and seals the year and day first above written.

ATTEST:

_____ _____ [SEAL]
RICHARD L. DIETRICK

_____ _____ [SEAL]
GARNETTA J. DIETRICK

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) ss.

I Hereby Certify that on this 29 day of Nov, 2001, before me, the undersigned officer, personally appeared RICHARD L. DIETRICK and GARNETTA J. DIETRICK, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal.

_____
Notary

My Commission Expires: 11/1/05

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

_____
Joseph A. Lynott, III, Attorney

GRANTORS' ADDRESS: c/o Washington Millinary, 8340 Beachcraft Avenue, Gaithersburg, Maryland, 20878

GRANTEE'S ADDRESS: c/o 18810 Woodfield Road, Gaithersburg, MD 20877

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 20055, p. 0337, MSA_CE63_20009. Date available 09/21/2005. Printed 06/23/2016.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 43759, p. 0407, MSA_CE63_43014. Date available 04/25/2012. Printed 06/23/2016.

This Deed, made this 29th day of March, 2012, by and between **Sumo Holdings Maryland, LLC, a California limited liability company**, party of the first part, Grantor; and **PV Airpark, LLC, a Maryland limited liability company**, party of the second part, Grantee.

- Witnesseth -

That in consideration of the sum of **TWO MILLION THREE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($2,350,000.00)**, which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey unto the said **PV Airpark, LLC, a Maryland limited liability company**, its successors and assigns, in fee simple, all that improved property situate, lying and being in Montgomery County, State of Maryland, described as follows to wit:

Parcel "W" in the subdivision known as "Parcels R-X Montgomery County Airpark Industrial Sites", as per plat thereof duly recorded in Plat Book 119 at Plat 14008, among the Plat Records of Montgomery County; together with and subject to an easement for ingress and egress as shown on plat recorded in Plat Book 119 at Plat 14008.

BEING all and the same real estate which was conveyed unto Sumo Holdings Maryland, LLC, a California limited liability company, by a Deed from Richard L. Dietrick and Garnetta J. Dietrick, dated November 29, 2001, and recorded among the Land Records of Montgomery County, Maryland, in Liber 20055, folio 336.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining; SUBJECT, HOWEVER, to any covenants, conditions, restrictions and easements of record.

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said **PV Airpark, LLC, , a Maryland limited liability company**, its successors and assigns, in fee simple.

And the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it warrants specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

In Witness Whereof, Grantor has caused this Deed to be properly executed and sealed on the day and year first above written.

FILED
LORETTA E. KNIGHT
CLERK'S OFFICE
MONTGOMERY CO. MD
2012 APR 18 P 3:07

IMP FD SURE	40.00
RECORDING FEE	20.00
LR TAX STATE	11,750.00
NON-RESIDENT	17,611.75
TOTAL	29,421.75
Rcpt MOO5	Rcpt # 59881
LEK CA	Blk # 2449
Apr 18, 2012	02:51 PM

Witness:

Carole Guzman
Carole Guzman
Executive Assistant
American Reprographics Company

Sumo Holdings Maryland, LLC, a California limited liability company

By: _____
Kumaraskulasingam Suriyakumar
Member/Manager

MONTGOMERY COUNTY, MD
APPROVED BY_____

APR 14 2012

$ 2,950.00 RECORDATION TAX PAID
$ 23,500.00 TRANSFER TAX PAID

Miles & Stockbridge P.C.
File No. K15242-22

17611.75 NR
11750 ST
20
40

STATE OF California, COUNTY OF Contra Costa, TO WIT:

I hereby certify that on this _____ day of March, 2012, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Kumaraskulasingam Suriyakumar, who acknowledged himself to be the Member/Manager of **Sumo Holdings Maryland, LLC, a California limited liability companyy**, and that as such Member/Manager, being authorized to do so, acknowledged the aforegoing Deed to be the act and deed of **Sumo Holdings Maryland, LLC**, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public
My commission expires: _____

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Andrew C. DiPasquale, Attorney

AFTER RECORDING, PLEASE RETURN TO:
PV Airpark, LLC
10020 Gary Road
Potomac, MD 20854

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Contra Costa }

On 3-29-2012 (Date) before me, Kelly E Smith, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Kumaraskulasingam Suriyakumar (Name(s) of Signer(s)), who is the
Member/Manager of Sumo Holdings Maryland, LLC, a California LLC

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kelly E Smith (Signature of Notary Public)

KELLY E. SMITH
Commission # 1905726
Notary Public - California
Alameda County
My Comm. Expires Jul 29, 2012

Place Notary Seal Above

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 43759, p. 0408, MSA_CE63_43014. Date available 04/25/2012. Printed 06/23/2016.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 43759, p. 0409, MSA_CE63_43014. Date available 04/25/2012. Printed 06/23/2016.

AFFIDAVIT AS TO TOTAL PAYMENT PURSUANT TO SECTION 10-912(B)(2) OF THE TAX-GENERAL ARTICLE OF THE ANNOTATED CODE OF MARYLAND

(Attach one per transferor)

The undersigned makes oath, in due form of law and under the penalties of perjury, that the following is true to the best of my knowledge, information and belief, in accordance with Section 10-912(b)(2) of the Tax-General Article of the Annotated Code of Maryland (the "Withholding Law") as follows:

1. That I am the transferor of that real property described in the accompanying deed (the "property");

2. That I have examined the settlement statement prepared in connection with the transfer of the property, including both the gross amounts due to me and the listing of expenses and adjustments which result in a reduction in the net proceeds due to me.

3. That with respect to the determination of "total payment" stated below, for the purpose of the Withholding Law: (a) the "total payment" includes the fair market value of any property transferred to me as part of the sale; (b) in calculating the deductions from gross proceeds, "debts incurred in contemplation of sale" (meaning debts secured by the property within 90 days of the sale) were not deducted from gross proceeds; and (c) in calculating the deductions from gross proceeds, only my expenses arising out of the sale or exchange of the property have been deducted; and

4. That the amount of "total payment" for the purpose of the Withholding Law is $213,475.70

Dated this 29th day of March, 2012.

WITNESS:

Carole Gutman
Carole Gutman
Executive Assistant
American Repwgraphics
Company

SUMO HOLDINGS MARYLAND, LLC, a California limited liability company

By: _____ (SEAL)
Kumaraskulasingam Suriyakumar
Member/Manager
Address: 1981 N. Broadway, Suite 360
Walnut Creek, CA 94596

STATE OF California, COUNTY OF Contra Costa, TO WIT:

Sworn and subscribed to before the undersigned this 29 day of March 2012.

AS WITNESS my hand and Notarial Seal:

NOTARY PUBLIC

#1805726
My Commission Expires:
7-29-2012

KELLY E. SMITH
Commission # 1805726
Notary Public - California
Alameda County
My Comm. Expires Jul 29, 2012

by Kumaraskulasingam Suriyakumar, Signer, proved to me on the basis of satisfactory evidence to be the person who appeared before me

Real Property Data Search (w3)

Guide to searching the database

Search Result for MONTGOMERY COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

Account Identifier: District - 01 Account Number - 02809652

Owner Information

Owner Name:	MERCHACQ 7 LLC	Use:	COMMERCIAL
		Principal Residence:	CONDOMINIUM NO
Mailing Address:	MERCHANTS LLC C/O MARVIN F POER & CO P O BOX 52427 ATLANTA GA 30355-	Deed Reference:	/26521/ 00475

Location & Structure Information

Premises Address:	18820 WOODFIELD RD GAITHERSBURG 20879-0000 CONDO UNIT: A	Legal Description:	UN A GAITHERSBURG AU TO PARK

Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
GU21	0000	0000		0056				2014	Plat Ref:

Special Tax Areas:		Town:	NONE
		Ad Valorem:	
		Tax Class:	42

Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area	Property Land Area	County Use
	5,758 SF		31,310 SF	559

Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation
		BUILDING PER UNIT				

Value Information

	Base Value	Value As of 01/01/2014	Phase-in Assessments As of 07/01/2015	As of 07/01/2016
Land:	302,200	262,500		
Improvements	705,400	612,700		
Total:	1,007,600	875,200	875,200	875,200
Preferential Land:	0			0

Transfer Information

Seller: MERCHANTS III INC	Date: 01/23/2004	Price: $825,000
Type: ARMS LENGTH IMPROVED	Deed1: /26521/ 00475	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2015	07/01/2016
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00|0.00	0.00|0.00

Tax Exempt:	Special Tax Recapture:
Exempt Class:	NONE

Homestead Application Information

Homestead Application Status: No Application

Mailed to - Shannon & Luchs 724 - 14th St. N.W. Wash. 5, D.C. 5-7-57

CORPORATION DEED
6015

LIBER 2324 FOLIO 528

Low Reporter Blank No. 500
818 FIFTH ST. N.W., WASHINGTON, D. C.

Recorded April 1st, 1957-at-11:33 A.M.

This Deed

Made this first *day of* March *in the year one thousand nine hundred and* fifty-seven *by and between*

CUSTARD'S INC., a corporation organized and existing under the laws of the State of Delaware, party of the first part,

AND

CATHERINE E. WAHLER, Unmarried,

party of the second part.

Witnesseth, *that for and in consideration of the sum of*

Ten and 00/100 - ($10.00) *Dollars, receipt whereof is hereby acknowledged, the said party of the first part does grant unto the said party of the second part, in fee simple, the following described land and premises, situate in the* County of Montgomery, State of Maryland, *and known and distinguished as*

Parts of tracts in Montgomery County, described in two parcels:

PARCEL ONE Part of tracts called "Dublin" and "The Resurvey on Dublin", described as follows:

Beginning for the same at a point in the Gaithersburg and Laytonsville Pike and at the end of 69.07 perches or the second line of a conveyance made February 5, 1877 by W. C. Pickersgill and wife to Mary E. Codwise for parts of said tracts containing 473-1/2 acres, more or less, and recorded in EBP 16, folio 234, and running thence with said second line South 38° West 3.68 perches to a stone at the end thereof, still with the outlines of said conveyance North 43° 15' West 136 perches to a stone at the end of the 31st line of the "Resurvey on Dublin" thence North 55° West 120 perches; thence North 34° West 14 perches; thence North 30° East 20 perches to a stone thence North 41° West 60 perches; thence North 24° East 54 perches, thence North 66° East 12 perches, thence East 90 perches, thence North 63° East 94 perches, thence South 78° East 26 perches to the end of the 29th line of "Leakin's Lot", still same course, South 78° East 2.5 perches to the end thereof, thence South 45° East 58 perches to a stone at the beginning of a lot containing 16 acres of land conveyed to Jeremiah McCarthy, and running thence with the last line of said conveyance reversed South 47° 30' East 55.75 perches to the end of the 18th line of the aforesaid conveyance from Pickersgill to Codwise and then with part of the 19th line of said conveyance South 47° East 46.44 perches to a point in the center line of the Gaithersburg Laytonsville Pike, it being also at the end of the 5th line of a conveyance made February 9, 1912 by Mary E. and Beveraly R. Codwise to Thomas D. Griffith for 79-1/4 acres of land and of record in Liber 226, folio 165, and running thence with the lines of said conveyance reversed and bounding in said turnpike the three following courses and distances; to wit: South 24° 55' West 54.34 perches, South 25° 13' West 67.16 perches, South 22° 10' West 123 perches to place of beginning, containing 378-1/4 acres.

PARCEL TWO Part of a tract of land called "Dublin".

Beginning at a point on the Western edge of the Gaithersburg Laytonsville Road and at the end of the 19th line of a conveyance made July 19, 1926 by Ella R. Plummer et al to Walter Plummer for 365 acres of land and of record in Liber 408, folio 75 and running thence with the 20th line of said conveyance North 10° 35' East 195 feet to a stone; the beginning of the second part, containing 20 acres of land described in a deed from Evan Bauman to Urich G. Bauman, dated June 21, 1865, then with the last line of said 20 acre tract called "Dublin" reversed, North 41° 31' West 2243.43 feet to a stone, then still with said 1st mentioned conveyance North 51° 28' West 275 feet to a

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2324, p. 0528, MSA_CE63_2282. Date available 02/27/2008. Printed 06/23/2016.

point in the center line of the public road leading from Gaithersburg Laytonsville Road to Seneca Bridge; and thence bounding in said road the six following courses and distances: South 33° 53' 10" East 149.88 feet, thence South 14° 59' 20" East 57 feet, thence South 05° 13' 35" East 412.15 feet, thence South 37° 47' East 372.69 feet, thence South 62° 51' 50" East 697.56 feet, thence South 46° 27' 50" East 938.37 feet, thence South 21° 04' 40" East 64.29 feet to intersect the 19th line of the aforesaid conveyance from Ella R. Plummer, et al to Walter Plummer, and thence with said line North 25° 17' East 25.78 feet to the place of beginning, containing 8.929 acres;

together with all and singular the ways, easements, rights, privileges and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the said party of the first part, of, in, to, or out of the said land and premises.

And *the said party of the first part covenants that it will warrant specially the property hereby conveyed,* in fee simple, ~~~

Mailed to:
Grantee, 880 Bonifant St. Sil. Spr. Md. 5-10-60.

LIBER 2723 FOLIO 322

Recorded April 12th, 1960-at-2:22 P. M.

DEED

MADE this 7th day of April 1960, by and between Catherine E. Wahler, unmarried, party of the first part, and Montgomery County Airpark, Inc., a Maryland Corporation, party of the second part:

WITNESSETH, that in consideration of the sum of Ten Dollars and other good and valuable considerations the said party of the first part does grant and convey unto the party of the second part in fee simple all that property situate in Montgomery County, State of Maryland, described as :

Being part of tracts of land called "Dublin" and "The Resurvey on Dublin", and being part of Parcel 1 and Parcel 2 as described in a deed from Custard's, Inc. to Catherine E. Wahler, unmarried, dated March 1, 1957 and recorded in Liber 2324, folio 528, among the Land Records of Montgomery County, Maryland, and being more particularly described by metes and bounds, courses and distances, the following, to wit:

Beginning for the same at the beginning point of Parcel 1 of the aforesaid conveyance; and running thence with a part of the first line
(1) S 38° 00' 00" W 19.71 feet to intersect the right of way line for Snouffer School Road, as shown on Dedication Plats 7, 8, 9 and 10 "Snouffer School Road" recorded in Plat Book 62, Plat No. 5356, Plat Book 62, Plat No. 5357, Plat Book 62, Plat No. 5358 and Plat Book 62, Plat No. 5359, respectively, among the aforesaid Land Records; and running thence with the Northeasterly side of Snouffer School Road as shown on said plats the following 12 courses and distances:
(2) N 66° 41' 15" W 33.03 feet; thence
(3) on the arc of a curve to the right whose radius is 25.00 feet, an arc distance of 49.01 feet, Chord S 79° 28' 10" W 41.53 feet,
(4) N 44° 22' 25" W 91.20 feet; thence
(5) on the arc of a curve to the left whose radius is 5765.58 feet, an arc distance of 434.55 feet, Chord N 46° 31' 58" W 434.44 feet,
(6) N 48° 41' 31" W 181.40 feet; thence
(7) on the arc of a curve to the left whose radius is 1468.40 feet, an arc distance of 423.46 feet, Chord N 56° 57' 12" W 421.99 feet,
(8) N 65° 12' 54" W 116.78 feet; thence
(9) on the arc of a curve to the right whose radius is 1109.92 feet, an arc distance of 898.36 feet, Chord N 42° 01' 40" W 874.04 feet,
(10) N 18° 50' 25" W 63.82 feet; thence
(11) on the arc of a curve to the left whose radius is 1181.92 feet, an arc distance of 731.71 feet, Chord N 36° 34' 34" W 720.09 feet,
(12) N 54° 18' 42" W 1296.60 feet; thence
(13) on the arc of a curve to the left whose radius is 1468.40 feet, an arc distance of 201.66 feet, Chord N 58° 14' 45" W 201.50 feet, to intersect the 4th line of the aforesaid Parcel 1; thence with the remainder of said 4th line
(14) N 38° 17' 48" W 13.48 feet; thence with the 5th through the 18th lines, inclusive, of the aforesaid Parcel 1
(15) N 30° 00' 00" E 330.00 feet; thence
(16) N 41° 00' 00" W 1080.55 feet; thence
(17) N 24° 00' 00" E 891.00 feet; thence

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2723, p. 0322, MSA_CE63_2681. Date available 07/21/2006. Printed 08/23/2016.

(18) N 66° 00' 00" E 198.00 feet; thence
(19) East 1185.00 feet; thence
(20) N 63° 00' 00" E 1551.0 feet; thence
(21) S 78° 00' 00" E 429.00 feet; thence
(22) S 78° 00' 00" E 41.25 feet; thence
(23) S 45° 00' 00" E 957.00 feet; thence
(24) S 47° 30' 00" E 919.88 feet; thence
(25) S 47° 00' 00" E 766.26 feet; thence
(26) S 24° 55' 00" W 896.61 feet; thence
(27) S 25° 13' 00" W 1108.14 feet; thence
(28) S 22° 10' 00" W 2029.50 feet to the place of beginning, containing 388.6319 acres of land, more or less, according to description prepared by Maddox & Hopkins, Registered Land Surveyors, dated June 30, 1959; and being all that property conveyed to Catherine E. Wahler by deed recorded in Liber 2324, folio 528, among the aforesaid Land Records, together with 1761 square feet of land as set forth in deed recorded in Liber 2518, folio 317, among the aforesaid Land Records, and saving and excepting therefrom 7772 square feet of land as set forth in deed recorded in Liber 2518, folio 325, and also saving and excepting therefrom 220,942 square feet of land, more or less dedicated to public use for the widening of Snouffner School Road as shown on the following plats, Plat Book 62, Plat Nos. 5356, 5357, 5358, and 5359.

Subject to a right of way granted Frederick Gas Company, Inc. as per instrument recorded in Liber 2568, folio 84; and also subject to right to create and maintain slopes or drainage ways on the areas shown on the following plats, Plat Book 62, Plat Nos. 5356, 5357, 5358, and 5359.

TOGETHER with the building and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

AND the said party of the first part covenants that she will warrant specially the property hereby conveyed; and that she will execute such further assurances of said land as may be requisite.

WITNESS her hand and seal.

GEO. L. BOSWELL

Catherine E. Wahler (SEAL)
CatherineE. Wahler

Washington DC

to wit:

On this 7th day of April 1960 before me, the undersigned officer, personally appeared Catherine E. Wahler, known to me to be the person whose name is subscribed to the within instrument and acknowledge that she has executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

Mary V. Judge Notary Public

My commission expires:

October 14, 1960

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2723, p. 0323, MSA_CE63_2681. Date available 07/21/2006. Printed 06/23/2016.

Mailed to:
Grantee: 4650 East West Hwy. Bethesda, Md. 12-13-66

LIBER 3566 FOLIO 152

(bbe)
#13326 Recorded Oct. 31st, 1966-at-12:02 P.M.

(60.00) F-45265 5-90530

THIS CORPORATE DEED

MADE this 21st day of October, 19 66, by and between MONTGOMERY COUNTY AIRPARK, INC., a Maryland Corporation, party of the first part, and AOPA FOUNDATION, INC., a Delaware Corporation, party of the second part:

WITNESSETH, that in consideration of the sum of Ten Dollars and other good and valuable considerations the said party of the first part does grant and convey unto the party of the second part in fee simple, all that property situate in Montgomery County, State of Maryland, described as:

BEING all of Parcel "H", containing 2.1871 acres, and all of Parcel "J", containing 1.6748 acres as shown on a plat thereof, entitled Parcels F, G, H, J, MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, recorded in Plat Book 74, Plat 7293, among the Land Records of Montgomery County, Maryland, subject to easements and rights of way for storm drainage and sanitary sewer as shown on said Plat and subject to a right of way, 25 feet wide, over Parcel "H", contiguous and parallel to the northeasterly line of Parcel "H" to be used in common with Parcels "G" and "F" for ingress and egress; together with a right of way, 25 feet wide, over Parcel "F", contiguous and parallel to the southwesterly line of Parcel "F" to be used in common with Parcels "F" and "G" and the following described parcel from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322 among the aforesaid Land Records.

BEGINNING for the same at a point on the 17th line of a conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960 and recorded in Liber 2727, folio 372, said point being also the most westerly corner of Parcel "H", MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, aforesaid, and running thence with the southwesterly lines of Parcels "H" and "J", as shown on said Plat

(1) S 65° 32' 33" E 867.83 feet to the most southerly corner of Parcel "J", thence with said line extended, still

(2) S 65° 32' 33" E 53.14 feet to intersect the 26th line of Liber 2723, folio 322 and running thence with a part of said 26th line and the centerline of the Gaithersburg-Laytonsville Road

(3) S 24° 27' 27" W 721.43 feet, thence leaving said centerline and said 26th line and so as to cross said tract

(4) N 58° 13' 51" W 53.58 feet to a point on the west side of said Road, as now laid out, thence, still

(5) N 58° 13' 51" W 552.96 feet,

(6) N 52° 31' 13" W 200.00 feet

(7) N 37° 28' 47" E 250.00 feet

(8) N 52° 31' 13" W 202.42 feet to intersect the aforesaid 17th line of Liber 2727, folio 372 and running thence with a part of said line reversed

(9) N 27° 28' 47" E 310.43 feet to the place of beginning, containing 13.0326 acres of land, more or less.

COUNTY CIRCUIT COURT (Land Records) CKW 3566, p. 0152, MSA_CE63_3524. Date available 04/14/2008. Printed 06/23/2016.

TOGETHER WITH an easement or right of way for the passage of aircraft, in, through, over and across part of the lands described in a conveyance from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322, among the Land Records of Montgomery County, Maryland, described as follows:

BEGINNING for the same at the end of the 6th line of the above-described parcel and running thence with the 7th and 8th lines of said conveyance

(1) N 37° 28' 47" E 250.00 feet,

(2) N 52° 31' 13" W 202.42 feet to intersect the 17th line of the conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960, recorded in Liber 2727 at folio 372, among the aforesaid Land Records and running thence with the remainder of the 17th line and part of the 18th line, as resurveyed

(3) S 27° 28' 47" W 319.55 feet,

(4) S 58° 13' 51" E 147.66 feet,

(5) N 37° 28' 47" E 50.00 feet to the place of beginning, according to a description prepared by Maddox & Hopkins, Inc., Engineers and Surveyors, dated October 11, 1966.

SUBJECT to the same covenants and restrictions as contained in a certain Declaration of Covenants recorded in Liber 2752 at folio 569, among the aforesaid Land Records as though same were herein repeated in so many words.

TOGETHER with the building and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

AND the said party of the first part covenants that it will warrant specially the property hereby conveyed; and that it will execute such further assurances of said land as may be requisite.

IN WITNESS WHEREOF, the said grantor has caused its corporate seal to be hereto affixed and these presents to be executed in its corporate name by Wm. E. Richardson, its President, attested by Richard T. Kreuzberg, II, its Secretary, as of the day and year first above written pursuance of resolutions duly adopted for that purpose by its Stockholders and Board of Directors, respectively.

MONTGOMERY COUNTY AIRPARK, INC.

Attest: Richard T. Kreuzberg, II
Richard T. Kreuzberg, II, Secretary

BY: Wm. E. Richardson
Wm. E. Richardson, President

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

On this the 21st day of October, 1966, before me, the undersigned officer, personally appeared Wm. E. Richardson who acknowledged himself to be the President of Montgomery County

COUNTY CIRCUIT COURT (Land Records) CKW 3566, p. 0153, MSA_CE63_3524. Date available 04/14/2008. Printed 06/23/2016.

Airpark, Inc., a corporation, and that he, as such President , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as .

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

William T. Stecher
William T. Stecher Notary Public

My Commission expires: July 1, 1967

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER THE SUPERVISION OF
WHEELER & KORPECK, ATTORNEYS
DULY ADMITTED TO PRACTICE BEFORE THE
COURT OE APPEALS OE MARYLAND
William T. Stecher
William T. Stecher

NTY CIRCUIT COURT (Land Records) CKW 3566, p. 0154, MSA_CE63_3524. Date available 04/14/2008. Printed 06/23/2016.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0089, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

CORPORATE DEED

LIBER 5510 FOLIO 089 1980 APR 22 PM 3:16

CLERK'S OFFICE MONTGOMERY COUNTY, MD

This Deed

Made this 16 *day of* April *19* 80, *by and between* AOPA Air Safety Foundation, a Delaware Corporation, formerly known of record as AOPA Foundation, Inc. *party of the first part, and* EDWARD W. SCHULTZE *party of the second part,*

Witnesseth, *that for and in consideration of the sum of* $ 400,000.00 *receipt of which is hereby acknowledged, the said party of the first part does grant and convey unto the party of the second part, in fee simple, as* sole owner *the following described land and premises, situate in* MONTGOMERY COUNTY, MARYLAND *and known and distinguished as follows:*

See attached property description - Exhibit A

Being all the same land described in a Deed recorded in Liber 3566 at folio 152.

APR-22-80	PAID4303	CLK.CT.M.C.	— RTXDCK	1,760.00
APR-22-80	PAID4304	CLK.CT.M.C.	— STTDCK	2,000.00
APR-22-80	PAID4305	CLK.CT.M.C.	DED — DCK	15.00

together with all and singular the ways, easements, right, privileges and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise, of the said party of the first part, of, in, to or out of said land and premises.

And *the said party of the first part covenants that it will warrant specially the property hereby conveyed and that it will execute such further assurances of said land as may be requisite or necessary.*

In Testimony Whereof, *the said* AOPA Air Safety Foundation *hath on the* 16 *day of* April *19* 80 *caused these presents to be signed by* William S. Brassel *its* Vice *President and attested by* John S. Yodice *its* Asst *Secretary, and its corporate seal to be hereunto affixed; and doth hereby appoint* William S. Brassel *its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.*

Attest: John S. Yodice
John S. Yodice, Asst Secretary

AOPA Air Safety Foundation
by William S. Brassel
William S. Brassel, Vice President

STATE OF MARYLAND
COUNTY OF MONTGOMERY } **to wit:**

I, *a notary public in and for the* State of Maryland, County of Montgomery *do hereby certify that* William S. Brassel *who is personally well known to me as the person named as attorney in fact in the foregoing Deed, bearing date of* April 16, 1980 *and hereto annexed, personally appeared before me in said* County *and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of the grantor therein.*

Given *under my hand and seal this* 16 *day of* April, 1980.

Janet E. Peirce
JANET E. PEIRCE *Notary Public*

My commission expires: July 1, 1982

I certify that this instrument was prepared under the supervision of B. George Ballman, an attorney admitted to practice before the Court of Appeals of Maryland.
B. George Ballman

Staley, Prescott and Ballman, Attorneys

BEING all of Parcel "H", containing 2.1871 acres, and all of Parcel "J", containing 1.6748 acres as shown on a plat thereof, entitled Parcels F, G, H, J, MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, recorded in Plat Book 74, Plat 7293, among the Land Records of Montgomery County, Maryland, subject to easements and rights of way for storm drainage and sanitary sewer as shown on said Plat and subject to a right of way, 25 feet wide, over Parcel "H", contiguous and parallel to the northeasterly line of Parcel "H" to be used in common with Parcels "G" and "F" for ingress and egress; together with a right of way, 28 feet wide, over Parcel "F", contiguous and parallel to the southwesterly line of Parcel "F" to be used in common with Parcels "F" and "G" and the following described parcel from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322 among the aforesaid Land Records. BEGINNING for the same at a point on the 17th line of a conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960 and recorded in Liber 2727, folio 372, said point being also the most westerly corner of Parcel "H", MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, aforesaid, and running thence with the southwesterly lines of Parcels "H" and "J", as shown on said Plat

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(3) S 24° 27' 27" W 721.43 feet, thence leaving said centerline and said 26th line and so as to cross said tract

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(6) N 52° 31' 13" W 200.00 feet

(7) N 37° 28' 47" E 250.00 feet

(8) N 52° 31' 13" W 202.42 feet to intersect the aforesaid 17th line of Liber 2727, folio 372 and running thence with a part of said line reversed

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TOGETHER WITH an easement or right of way for the passage of aircraft, in, through, over and across part of the lands described in a conveyance from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322, among the Land Records of Montgomery County, Maryland, described as follows:

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(4) S 58° 13' 51" E 147.66 feet,

(5) N 37° 28' 47" E 50.00 feet to the place of beginning, according to a description prepared by Maddox & Hopkins, Inc., Engineers and Surveyors, dated October 11, 1966.

Ex. A.

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

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0090, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0091, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton *Secretary of State of the State of Delaware, do hereby certify* that the Certificate of Incorporation of the "AOPA FOUNDATION, INC.", was received and filed in this office the thirteenth day of November, A.D. 1950, at 9 o'clock A.M.

And I do hereby further certify that the said "AOPA FOUNDATION, INC.", filed a Certificate of Amendment, changing its corporate title to "AOPA AIR SAFETY FOUNDATION", on the twenty-fifth day of August, A.D. 1967, at 9 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation is duly incorporated under the laws of the State of Delaware and is in good standing and has a legal corporate existence so far as the records of this office show and is duly authorized to transact business.

And I do hereby further certify that the said "AOPA AIR SAFETY FOUNDATION", is the last known title of record of the aforesaid Corporation.

And I do hereby further certify that the aforesaid Corporation is a non-profit and non-stock corporation.

In Testimony Whereof, *I have hereunto set my hand and official seal at Dover this* fifth *day of* April *in the year of our Lord one thousand nine hundred and* seventy-eight.

Glenn C. Kenton, Secretary of State

FORM 122

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0092, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

Deed

.....

.....

TO

.....

.....

.....

Received for Record on the ..... day of ....., A. D. 19..... at ..... o'clock ..... M., and recorded in Liber No. ..... at folio ....., one of the Land Records for the County of Montgomery, State of Maryland.

.....
Clerk.

LAW OFFICES
STALEY, PRESCOTT AND BALLMAN
CITIZENS SAVINGS BUILDING
KENSINGTON, MARYLAND

Mail To:

.....

.....

.....

APR 21 1980
1-1 - 170
1-9- 181,192

4-22-80

$4,000.00 TRANSFER TAX PAID
MONTGOMERY COUNTY, MARYLAND
BY

HEREBY CERTIFY THIS PROPERTY HAS BEEN DULY TRANSFERRED ON THE MONTGOMERY COUNTY ASSESSMENT BOOKS. C7469 C7471
TRANSFER CLERK, ASSESSMENT DEPARTMENT
1-1-170
1-9-181,192

LIBER 5510 FOLIO 092

Certification

I Hereby Certify that the foregoing instrument was executed pursuant to a duly adopted resolution of the Board of Directors of the Grantor herein and do further certify that the foregoing instrument is not part of a transaction in which there is a sale, lease, exchange or other transfer of all, or substantially all, of the property and assets of said Grantor Corporation.

By .....
John L. Baker (MEB) *President*

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0093, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

213

DEFERRED PURCHASE MONEY

DEED OF TRUST

(2)

THIS DEED OF TRUST is made this 16th day of April, 1980., among the Grantor, EDWARD W. SCHULTZE (herein "Borrower"), B. George Ballman and John S. Yodice (herein "Trustee"), and the Beneficiary, AOPA Air Safety Foundation, a corporation organized and existing under the laws of the State of Delaware, whose address is 7315 Wisconsin Avenue, Bethesda, Maryland 20014 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of MONTGOMERY, State of Maryland:

See Attached Property Description - Exhibit A.

The Trustee shall, without the necessity of obtaining the prior written consent of the Beneficiary, execute any and all documents and/or plats to release from this Trust all or any portion of the Property to be dedicated for public use, such as for streets, public utilities, sanitary sewer, water, storm sewer, etc., or other such public use and shall sign all plats of subdivision as requested by Borrower, all without any principal curtailment and at no cost to the Borrower.

The Trustee shall not release from this Trust any portion of the Property, other than as immediately hereinabove provided, unless Borrower shall pay to the Beneficiary, on or before the effective date of said release, an amount equal to twice the amount outstanding on said note and the product multiplied by a fraction the numerator of which is the number of acres in the portion of the property to be released and the denominator of which is sixteen and eighty-nine one hundreds (16.89), the number of acres in the property.

[illegible] PAID 4 3 6 CLK.CIR.C. MDT—BCK 10.00

1980 APR 22 PM 3:17
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

which has the address of _____ (Street), _____ (City),
_____ (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated April 16, 1980 (herein "Note"), in the principal sum of Three Hundred Twenty Thousand ($320,000.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 16, 1988; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0094, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

BEING all of Parcel "H", containing 2.1871 acres, and all of Parcel "J", containing 1.6748 acres as shown on a plat thereof, entitled Parcels F, G, H, J, MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, recorded in Plat Book 74, Plat 7293, among the Land Records of Montgomery County, Maryland, subject to easements and rights of way for storm drainage and sanitary sewer as shown on said Plat and subject to a right of way, 25 feet wide, over Parcel "H", contiguous and parallel to the northeasterly line of Parcel "H" to be used in common with Parcels "G" and "F" for ingress and egress; together with a right of way, 28 feet wide, over Parcel "F", contiguous and parallel to the southwesterly line of Parcel "F" to be used in common with Parcels "F" and "G" and the following described parcel from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322 among the aforesaid Land Records. BEGINNING for the same at a point on the 17th line of a conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960 and recorded in Liber 2727, folio 372, said point being also the most westerly corner of Parcel "H", MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES, aforesaid, and running thence with the southwesterly lines of Parcels "H" and "J", as shown on said Plat

(1) S 65° 32' 33" E 867.83 feet to the most southerly corner of Parcel "J", thence with said line extended, still

(2) S 65° 32' 33" E 53.14 feet to intersect the 26th line of Liber 2723, folio 322 and running thence with a part of said 26th line and the centerline of the Gaithersburg-Laytonsville Road

(3) S 24° 27' 27" W 721.43 feet, thence leaving said centerline and said 26th line and so as to cross said tract

(4) N 58° 13' 51" W 53.58 feet to a point on the west side of said Road, as now laid out, thence, still

(5) N 58° 13' 51" W 552.96 feet,

(6) N 52° 31' 13" W 200.00 feet

(7) N 37° 28' 47" E 250.00 feet

(8) N 52° 31' 13" W 202.42 feet to intersect the aforesaid 17th line of Liber 2727, folio 372 and running thence with a part of said line reversed

(9) N 27° 28' 47" E 310.43 feet to the place of beginning, containing 13.0325 acres of land, more or less.

TOGETHER WITH an easement or right of way for the passage of aircraft, in, through, over and across part of the lands described in a conveyance from Catherine E. Wahler to Montgomery County Airpark, Inc., by deed dated April 7, 1960 and recorded in Liber 2723 at folio 322, among the Land Records of Montgomery County, Maryland, described as follows:

BEGINNING for the same at the end of the 6th line of the above-described parcel and running thence with the 7th and 8th lines of said conveyance

(1) N 37° 28' 47" E 250.00 feet,

(2) N 52° 31' 13" W 202.42 feet to intersect the 17th line of the conveyance from Montgomery County Airpark, Inc. to Montgomery County Revenue Authority dated April 25, 1960, recorded in Liber 2727, at folio 372, among the aforesaid Land Records and running thence with the remainder of the 17th line and part of the 18th line, as resurveyed

(3) S 27° 28' 47" W 319.55 feet,

(4) S 58° 13' 51" E 147.66 feet,

(5) N 37° 28' 47" E 50.00 feet to the place of beginning, according to a description prepared by Maddox & Hopkins, Inc., Engineers and Surveyors, dated October 11, 1966.

EX. 14.

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

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0095, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0096, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

~~**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.~~

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender at Lender's option may declare all of the sums secured by the Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail written notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender, or Lender's designee, may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of 5% of the gross sale price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Trustee's Fee When Foreclosure Stopped; For Execution of Documents. Borrower agrees that if a suit to foreclose this Deed of Trust is filed, or if the subject property shall be advertised for sale, whichever shall first occur, and the sale shall not be held, the Trustee or Trustees acting shall be entitled to a Trustee's Fee of 2.5% to be computed on the original amount of the debt hereby secured. Trustees shall also be entitled to receive a fee of $20.00 each for each Deed of Release, Subordination Agreement, Dedication, or other instrument executed by either or all of them.

20. Default in Prior Liens. In the event that there is a default in any payment or charge provided for in any prior recorded Trust or Trusts or prior liens including taxes and assessments on the premises herein described, it shall operate and cause all principal and interest of the note still unpaid, hereby secured, to immediately mature and become due and payable.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5510, p. 0097, MSA_CE63_5468. Date available 07/01/2005. Printed 06/23/2

21. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

22. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

23. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust. Borrower shall pay all costs of recordation, if any, together with Trustee's fee as provided in paragraph 19.

24. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Edward W. Schultze .....(Seal)
Edward W. Schultze —Borrower

.....(Seal)
—Borrower

STATE OF MARYLAND, MONTGOMERY County ss:

I Hereby Certify, That on this 16th day of April, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for the COUNTY OF MONTGOMERY, personally appeared EDWARD W. SCHULTZE, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument and acknowledge that he executed the same for the purposes therein contained.

AS WITNESS my hand and notarial seal.

My Commission expires: July 1, 1982 Janet E. Peirce
JANET E. PEIRCE Notary Public ~~B. George Ballman~~

STATE OF MARYLAND, MONTGOMERY County ss:

I Hereby Certify, That on this 16th day of April, 1980, before me, the subscriber, a Notary Public of the State of MARYLAND, and for the COUNTY OF MONTGOMERY, personally appeared John S. Wade, the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth ~~and that the amount of the loan secured by the foregoing Deed of Trust was actually paid by the party or parties secured to the Borrower or to the person responsible for the funds in the closing or settlement of the loan and also~~ made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS my hand and notarial seal.

My Commission expires: July 1, 1982 Janet E. Peirce
Notary Public JANET E. PEIRCE

I hereby certify that this instrument was prepared under the supervision of B. George Ballman, an attorney admitted to practice before the Court of Appeals of Maryland.

B. George Ballman

(Space Below This Line Reserved For Lender and Recorder)

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 8556, p. 0291, MSA_CE63_8514. Date available 02/15/
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

This Deed

LIBER 8556 FOLIO 291

25155-R
1-9-2253380
Tax Account No./Parcel Identifier

Made this 8 day of November 19 88 by and between

Edward W. Schultze

party(ies) of the first part, and

Merchant's III, Inc., a Virginia corporation

party(ies) of the second part:

1988 NOV -9 PM 2:36

Witnesseth, that in consideration of the sum of $ 270,265.00 receipt of which is hereby acknowledged, and which the party(ies) of the first part certify under the penalties of perjury as the actual consideration paid or to be paid, including the amount of any mortgage or deed of trust outstanding, the said party(ies) of the first part do(es) grant and convey unto the party(ies) of the second part in fee simple as sole owner all that property situate in Montgomery County, State of Maryland, described as:

Unit A in the condominium known as "GAITHERSBURG AUTO PARK CONDOMINIUM" as per plat thereof recorded in Condominium Plat Book 49, at Plat 5042, et seq., being part of the property declared subject to a condominium regime by Declaration recorded in Liber 8555 at folio 980 among the Land Records of Montgomery County, Maryland.
Together with an easement and right-of-way for vehicular and pedestrian ingress and egress from Gaithersburg-Laytonsville Road (Maryland Route 124), on, in, through, over and across a portion of Parcel W and Parcel X in the subdivision known as "Montgomery County Airpark Industrial Sites" as per plat thereof recorded in Plat Book 119 at plat no. 14008 among the aforesaid Land Records; said easement area being 50.50 feet wide and contiguous with Maryland Route 124, also being along the S 23° 55' 57" W line of said plat by the full depth of parcel V of said plat, running in a westerly direction for a depth of 216.67 feet from said roadway.

which has the address of (vacant land) Gaithersburg-Laytonsville Road (Maryland Rt. 124) Gaithersburg, MD.

Subject to covenants, easements and restrictions of record.

To Have and to Hold said land and premises above described or mentioned and hereby intended to be conveyed, together with the buildings and improvements thereupon erected, made or being, and all and every title, right, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, unto and for the proper use only, benefit and behoof forever of said parties of the second part in fee simple.
Being *the same property described in Liber 5510 folio 89, among the said Land Records.
*part of

And said party(ies) of the first part do hereby covenant to warrant specially the property hereby conveyed; and to execute such further assurances of said land as may be requisite.

Witness my (our) hand(s) and seal(s) on the day and year first hereinbefore written.

Signed, sealed and delivered in presence of..

Edward W. Schultze (SEAL)

(SEAL)

(SEAL)

(SEAL)

I certify that this instrument was prepared under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

B. George Ballman

Conroy, FitzGerald, Ballman & Dameron, Chartered

A ... TRANSFER TAX IN THE AMOUNT OF $ NTH
SIGNATURE BF

RECEIVED FOR TRANSFER
State Department of Assessments & Taxation
for Montgomery County
MS 19C 34

STATE OF MARYLAND
COUNTY OF MONTGOMERY } ss

On this 8th *day of* November 19 88 *before me, the undersigned officer, personally appeared*
Edward W. Schultze

known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she) (they) has (have) executed the same for the purposes therein contained.
In witness whereof, I have hereunto set my hand and official seal.

My commission expires: 7-1-90

B. George Ballman
Notary Public

(over)

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 8556, p. 0292, MSA_CE63_8514. Date available 02/15/2005.

STATE OF MARYLAND
COUNTY OF MONTGOMERY } ss

On this *day of* *,19* *, before me, the undersigned officer, personally appeared*

known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she) (they) has (have) executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

My commission expires:

Notary Public

Grantors' Address 8016 Greentree Road, Bethesda, MD 20817

Grantees' Address c/o Ronald W. Tydings, Esquire, 10511 Judicial Drive, Fairfax, VA 22030

Title Insurer Industrial Valley Title Insurance Company
c/o Conroy, FitzGerald, Ballman & Dameron, Chartered

Deed

Mail To

.....

.....

TO

.....

.....

.....

NOV. 9 1988

1-9-225380

All Taxes on assessments certified to the County of Montgomery County Dept of Finance have been paid Dept of Finance

Does it share the exemption of pending tax sales

Received for Record on the ..... day of ..... A.D. 19 ..... at ..... o'clock ..... M. and recorded in Liber No. ..... at folio ..... one of the Land Records for the County of Montgomery, State of Maryland

$ 2702.65 TRANSFER TAX PAID
MONTGOMERY COUNTY
BY

Exempt from Condominium Transfer Tax

Clerk

LAW OFFICES
Conroy, FitzGerald, Ballman & Dameron,
Chartered

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 26521, p. 0475, MSA_CE63_26475. Date available 06/11/2004. Printed 06/23/2016.

Tax Account Identifier: District 0-1 Account No. 02809652
Name of Title Insurer: Chicago Title Insurance Company

DEED

THIS DEED dated September 29 , 2003 is from **MERCHANT'S INCORPORATED,** a Delaware corporation, as Grantor, to **MERCHACQ 7 LLC,** a Delaware limited liability company, as Grantee.

2003 SEP 27 AM 11:51
CLERK'S OFFICE
MONTGOMERY CO. MD

The Grantor, for a consideration of $825,000.00, grants, conveys and assigns to the Grantee, its successors and assigns, in fee simple, the real property located in Montgomery County, Maryland and more particularly described on Exhibit A attached to this Deed as a part hereof.

The improvements thereon being known as 18820 Woodfield Road, Gaithersburg, Maryland 20879.

Being the same property described in the Deed dated November 8, 1988 and recorded among the Land Records of Montgomery County, Maryland in Liber 8556, folio 291 from Edward W. Schultze, as Grantor, to Merchant's III, Inc., a Virginia corporation, as Grantee. Merchant's Incorporated, which is a Delaware corporation, is a successor through merger to Merchant's 111, Inc.

2004 JAN 27 A11:11
FILED
MOLLY J. RUHL
CLERK'S OFFICE
MONTGOMERY CO MD

IMP FD SURE 20.00
RECORDING FEE 20.00
TR TAX STATE 4,125.00
TOTAL 4,165.00
Rcpt # 67738
MQR CMG Blk # 6954
Jan 27, 2004 11:46 am

Subject to all easements, covenants, restrictions and reservations of record affecting the same.

Together with all improvements thereupon and the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging or appertaining thereto.

To have and to hold, the property hereby conveyed under the Grantee, its successors and assigns in fee simple forever.

MONTGOMERY COUNTY, MD
APPROVED BY
DEC 02 2003

$5692.50 RECORDATION TAX PAID
$8250.00 TRANSFER TAX PAID

4125.00
20
20

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 26521, p. 0476, MSA_CE63_26475. Date available 06/11/2004. Printed 06/23/2016.

The Grantor covenants to warrant specially the property hereby conveyed and to execute such further assurances of the same as may be requisite.

In witness whereof, the Grantor has caused this Deed to be duly executed on its behalf by its duly authorized officer.

WITNESS:

MERCHANT'S INCORPORATED, Grantor

_____

By: _____ (SEAL)
Name: TIM J. MILLER
Title: TBC CORPORATION VICE PRESIDENT & TREASURER

STATE OF Tennessee, COUNTY OF Shelby, to wit:

I HEREBY CERTIFY that on this 29 day of Sept, 2003, before me, the subscriber, a Notary Public of the State of Tennessee, personally appeared Tim J. Miller, who acknowledged himself/herself to be the VP/Treas of MERCHANT'S INCORPORATED, and that he/she as such VP/Treas being authorized to do, executed the foregoing Deed for the purposes therein contained by signing in my presence the name of Merchant's Incorporated by himself/herself as VP & Treasurer and further certified that:

(a) Merchant's Incorporated has qualified with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland and therefore is a "resident entity" within the meaning of Section 10-912 of the Tax-General Article of the Maryland Code; and

(b) the "Total Payment" (as that term is defined in Section 10-912 of the Tax-General Article of the Maryland Code) with respect to the property hereby conveyed is $_____.

AS WITNESS my hand and Notarial Seal.

Rosemary A. Timms
Notary Public

My Commission Expires: MY COMMISSION EXPIRES: May 11, 2004

BA3:252863

This instrument was prepared under the supervision of the undersigned who is a member of the Maryland Bar.

Russell R. Reno, Jr.

BA3:252863

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 26521, p. 0477, MSA_CE63_26475. Date available 06/11/2004. Printed 06/23/2016.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 26521, p. 0478, MSA_CE63_26475. Date available 06/11/2004. Printed 06/23/2016.

EXHIBIT A

(18820 Woodfield Road, Gaithersburg, Maryland 20879)

Unit A in the condominium known as "GAITHERSBURG AUTO PARK CONDOMINIUM" as per plat thereof recorded in Condominium Plat Book 49, at Plot 5042, et seq., being part of the property declared subject to a condominium regime by Declaration recorded in Liber 8559 at folio 880 among the Land Records of Montgomery County, Maryland.

Together with Unit A's undivided percentage interest in the common elements and in the common expenses and common profits of the Gaithersburg Auto Park Condominium.

Together with an easement and right-of-way for vehicular and pedestrian ingress and egress from Gaithersburg-Laytonsville Road (Maryland Route 124), on, in, through, over and across a portion of Parcel W and Parcel X in the subdivision known as "Montgomery County Airpark Industrial Sites" as per plat thereof recorded in Plat Book 119 at plat no. 14008 among the aforesaid Land Records: said easement area being 50.50 feet wide and contiguous with Maryland Route 124 and also being along the S 23° 55' 57" W line of said plat by the full depth of parcel V of said plat, running in a westerly direction for a depth of 216.67 feet from said roadway.

APPENDIX D

SUPPORTING DOCUMENTS

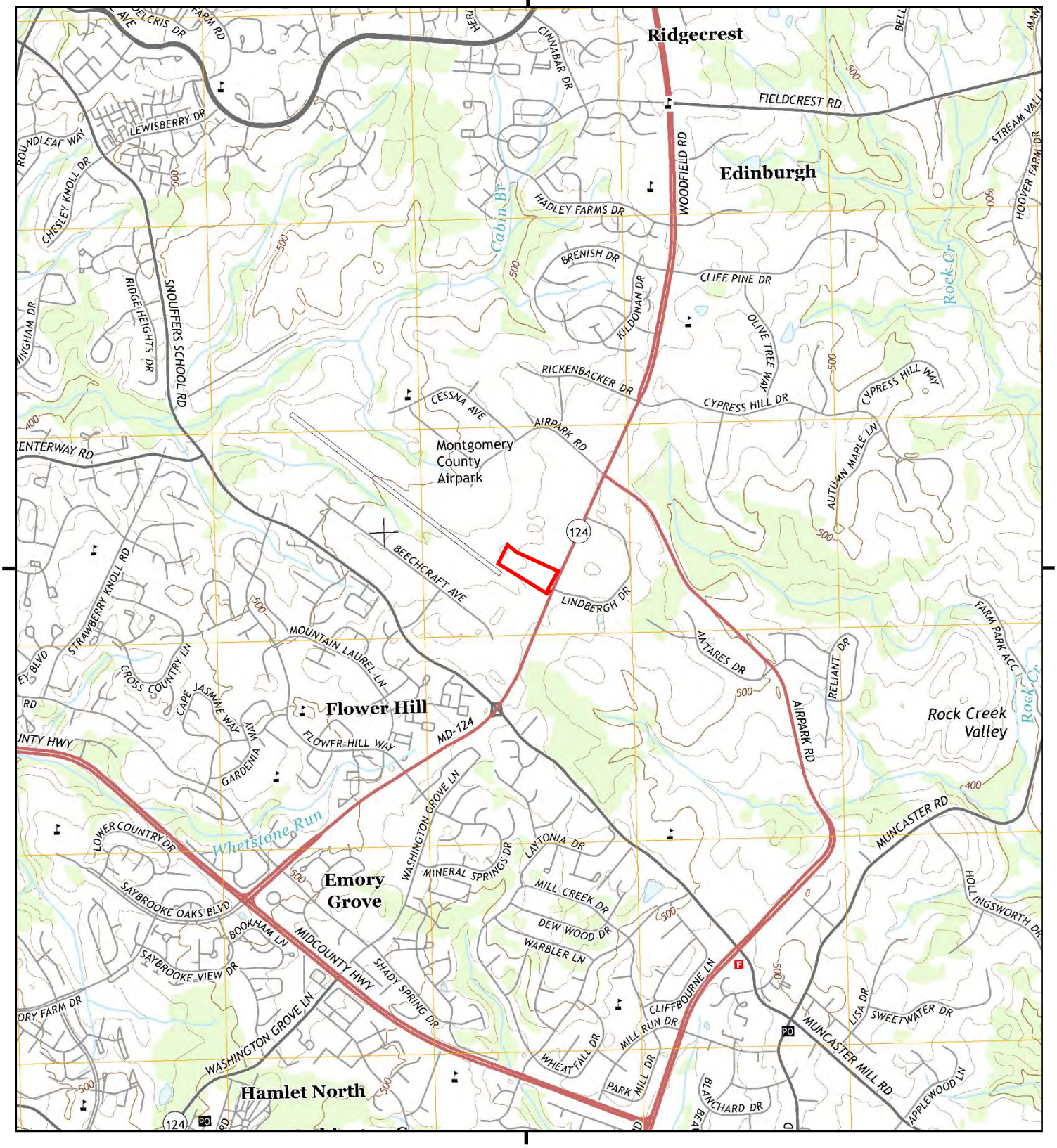
Appendix D1 – Study Area Topographic Map
Appendix D2 – Study Area Soils Map
Appendix D3 – Study Area Wetlands Map
Appendix D4 – Study Area Floodplain Map
Appendix D5 – City Directory Report

APPENDIX D1

Study Area Topographic Map

Historical Topo Map

2014



This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Gaithersburg, 2014, 7.5-minute

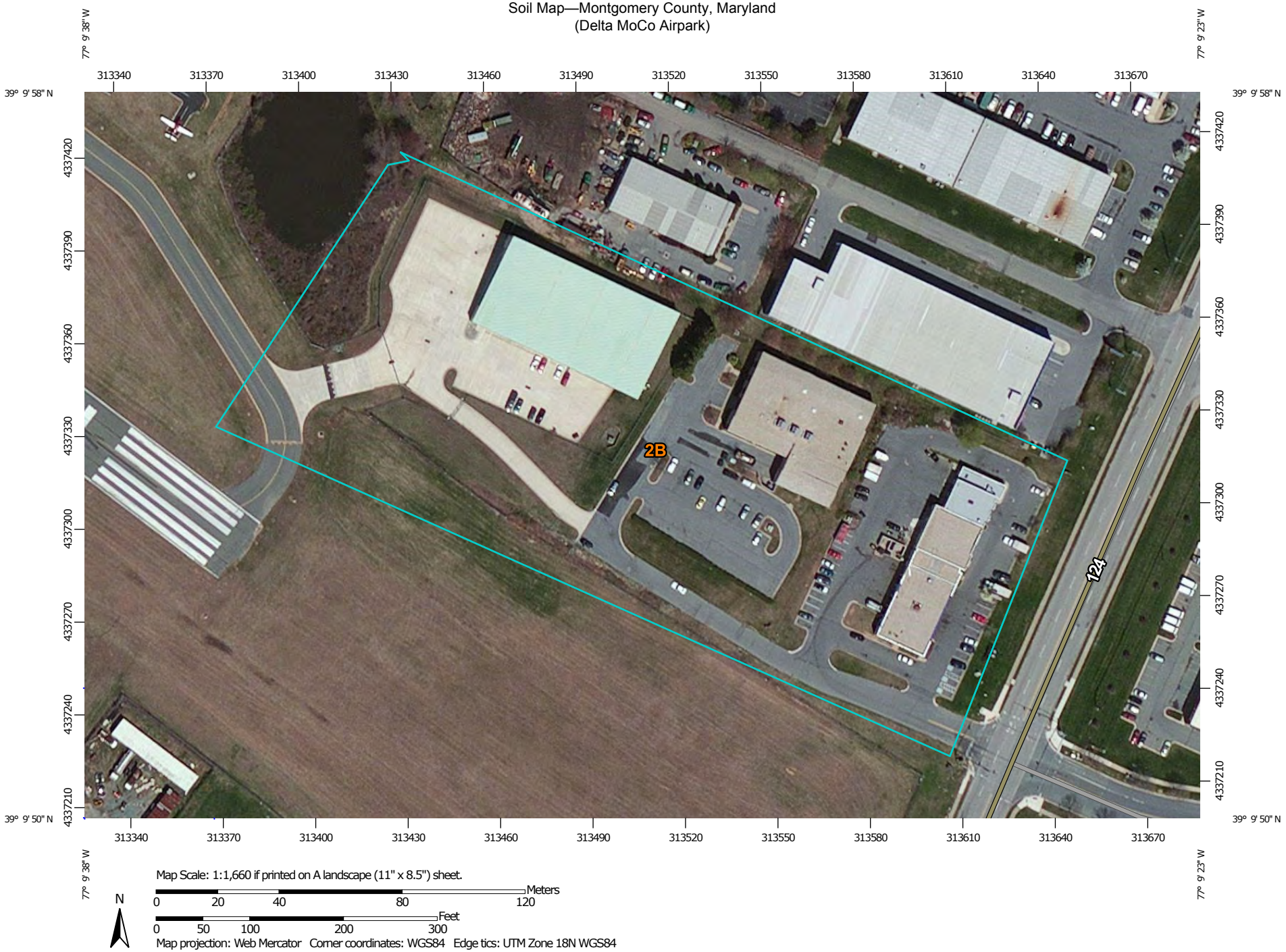
SITE NAME: Montgomery County Airpark
ADDRESS: 18800 Woodfield Road
Gaithersburg, MD 20879
CLIENT: Chesapeake Environmental

N

APPENDIX D2

Study Area Soils Map

Soil Map—Montgomery County, Maryland
(Delta MoCo Airpark)



MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Montgomery County, Maryland
Survey Area Data: Version 11, Sep 22, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Montgomery County, Maryland (MD031)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
2B	Glenelg silt loam, 3 to 8 percent slopes	6.5	100.0%
Totals for Area of Interest		**6.5**	**100.0%**

APPENDIX D3

Study Area Wetlands Map

U.S. Fish and Wildlife Service
National Wetlands Inventory

MoCo Airpark Wetland Map

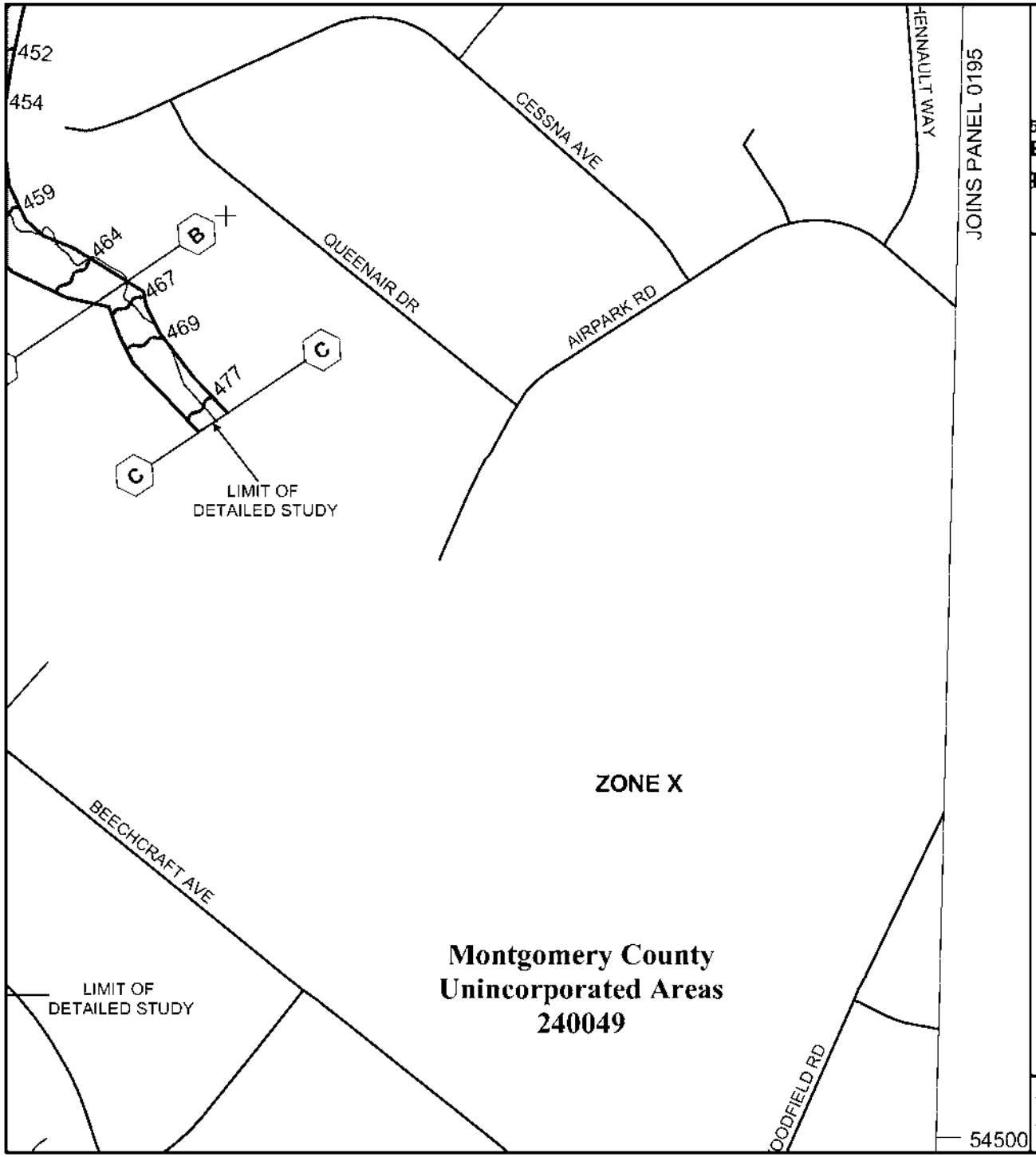
June 24, 2016

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

APPENDIX D4

Study Area Floodplain Map



MAP SCALE 1" = 500'

50 0 500 1000 FEET

METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0191D

FIRM

FLOOD INSURANCE RATE MAP

MONTGOMERY COUNTY, MARYLAND

AND INCORPORATED AREAS

PANEL 191 OF 480

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GAITHERSBURG, CITY OF	240050	0191	D
MONTGOMERY COUNTY	240049	0191	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
24031C0191D

EFFECTIVE DATE
SEPTEMBER 29, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

APPENDIX D5

City Directory Report

Montgomery County Airpark
18800 Woodfield Road
Gaithersburg, MD 20879

Inquiry Number: 4616084.5
May 12, 2016

The EDR-City Directory Image Report

Environmental Data Resources Inc

6 Armstrong Road
Shelton, CT 06484
800.352.0050
www.edrnet.com

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SECTION

Executive Summary

Findings

City Directory Images

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

Year	Target Street	Cross Street	Source
2013	☑	☐	Cole Information Services
2008	☑	☐	Cole Information Services
2003	☑	☐	Cole Information Services
1999	☑	☐	Cole Information Services
1995	☑	☐	Cole Information Services
1992	☑	☐	Cole Information Services
1986	☑	☐	Haines Criss-Cross Directory
1981	☑	☐	Haines Criss-Cross Directory
1976	☑	☐	Haines Criss-Cross Directory

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FINDINGS

TARGET PROPERTY STREET

18800 Woodfield Road
Gaithersburg, MD 20879

Year	*CD Image*	*Source*
WOODFIELD RD		
2013	pg A2	Cole Information Services
2008	pg A4	Cole Information Services
2003	pg A6	Cole Information Services
1999	pg A8	Cole Information Services
1995	pg A9	Cole Information Services
1992	pg A10	Cole Information Services
1986	pg A11	Haines Criss-Cross Directory
1981	pg A12	Haines Criss-Cross Directory
1976	pg A13	Haines Criss-Cross Directory

FINDINGS

CROSS STREETS

No Cross Streets Identified

City Directory Images

Target Street	Cross Street	Source
✓	-	Cole Information Services

WOODFIELD RD 2013

18415 TACO BELL
18425 HOUSE LOCKSMITH
WENDYS
18509 ADAMS LOCKSMITH
PIZZA HUT
18524 3 STAR CONVENIENCE STORE
DOREN LLC
18526 CRYSTAL CLEANERS INC
18528 PARTY PARADE
18530 SILVER SPOON RESTAURANT
18532 TROPIX LAUNDRYMAT
18538 MADINA SUPER HALAL MARKET
18540 ENTERPRISE RENTACAR
18542 ROSE NAILS SALON
18544 LOCKSMITH PROFESSIONALS
WOODFIELD DINNER
18550 CANTON DELIGHT
LOCK & LOCKOUT SERVICE
18554 ACJUTLA MEXICIAN RESTAURANT
CARLOS PORTILLO
18556 CLUB LOCKSMITH
THE NIBBLER
18558 ADAMS LOCKSMITH SHOP
BURGER KING
18568 PAPA JOHNSGAITHERSBURGAIR PARK
QUIZNOS
18620 BUDGET TRUCK RENTAL
18630 COLOR NET PRINTING & GRAPHICS
18810 FITNESS FIRST
HARVEY HEALTH INC
REPROGRAPHIC TECHNOLOGIES
18820 MERCHANTS TIRE & AUTO CENTERS
18822 SPEEDY KITCHEN & APPLIANCE
18824 AIRPARK QUICK LUBE
18830 DEVON SELF STORAGE
18840 DAVEY TREE & LAWN CARE
18847 CHARLES HOUCK
18849 POTOMAC VALLEY BRICK & SUPPLY COMPAN
18860 CONTROL SYSTEMS
OMEGA FORWARDING COMPANY
PIANO CRAFT LLC
US KUNG FU CENTER INC
18900 HARVEY W HOTTEL INC
18910 TRUGREEN
TRUGREEN LP CHEMLAWN
18930 EUROPROS COLLISION CENTER
VON PARIS MOVING & STORAGE
18960 HIGHWAY & SAFETY SERVICES INC
18970 DISTRICR INTERNATIONAL TRUCKS INC
19000 VICTORY VAN CORPORATION

Target Street	Cross Street	Source
✓	-	Cole Information Services

WOODFIELD RD 2013 (Cont'd)

19000	VICTORY VAN CORPORATION GAITHERSBURG
19050	CAPITAL LIGHTING & SUPPLY
	EAST COAST WHOLESALE DISTRIBUTORS IN
	POTOMAC DISPOSAL INC
19201	INTERDENOMINATIONAL CHURCH OF GOD

Target Street	Cross Street	Source
✓	-	Cole Information Services

WOODFIELD RD 2008

18415	TACO BELL
18425	DAVCO RESTAURANTS INC
	WENDYS
	WENDYS OLD FASHIONED HAMBURGERS
18509	PIZZA HUT
18526	CRYSTAL CLEANERS
	OMID 2 INC
18528	AIRPARK CHECK CASHING
18530	SILVER SPOON
18532	TROPIC LAUNDRY
18538	SAFA MARKET
18540	ENTERPRISE RENT A CAR
18550	CANTON DELIGHT
	LOTUS RESTAURANT
18554	ACAJUTLA MEXICAN RESTAURANT
18556	NIBBLER
18568	QUIZNOS CLASSIC SUBS
	SUNTRUST
18630	COLORNET PRINTING & GRAPCHICS
18800	DELAWARE RACING ASSOCIATION INC
18810	FRANKLIN GRAPHICS CORP
	LEET MELBROOK INC
	REPROGRAPHICS TECHNOLOGIES
	SUB HUB
18820	MERBAN
	MERCHANTS TIRE & AUTO CENTERS
	TIRE KINGDOM INC
18822	SPEEDY APPLIANCE & KITCHEN
18824	AIRPARK QUICK LUBE
	KAMRAN INTERNATIONAL
18830	SELF STORAGE PLUS
18840	DAVEY
18847	DONNA JAMES
18860	OMEGA FORWARDING CO
	PIANO CRAFT
18900	HARVEY W HOTTEL INC
	WOODEN DESIGN INC
18910	TRUGREEN
	TRUGREEN CHEMLAWN
18930	B VON PARIS MOVING & STORAGE
	VON PARIS ENTERPRISES INC
18940	WILLARD PACKAGING CO INC
18960	HIGHWAY & SAFETY SERVICES INC
18970	DISTRICR INTERNATIONAL TRUCKS
	IDEALEASE NORTHERN VIRGINIA
	J PRICE INTERNATIONAL
19000	SMITH MOVING & STORAGE
19050	CAPITAL LIGHTING & SUPPLY
	SONEPAR MANAGEMENT US INC
19200	ROCKINGHAM CONSTRUCTION CO INC

Target Street	Cross Street	Source
✓	-	Cole Information Services

WOODFIELD RD 2008 (Cont'd)

19201 ICOG

Target Street	Cross Street	Source
✓	-	Cole Information Services

WOODFIELD RD 2003

18415	TACO BELL CORP
18425	WENDYS
18449	FARMER FULKS
18509	OCCUPANT UNKNOWN
	PIZZA HUT OF CHESAPEAKE BAY
18524	3 STAR CONVENIENCE STORE
	MONGA BROTHERS INC
	OCCUPANT UNKNOWN
18526	CRYSTAL CLEANERS INC
	OMID 2 INC
18528	AIRPACK CHECK CASHING
18530	OCCUPANT UNKNOWN
18532	TROPIX ENVIROWASH
18538	SAHARA AFRICAN MARKET INC
18540	ENTERPRISE LEASING CORP
18542	BLK INC
	OCCUPANT UNKNOWN
18550	CANTON DELIGHT
	LOTUS RESTAURANT
18554	ACAJUTLA MEXICAN RESTAURANT
18556	NIBBLER
	OCCUPANT UNKNOWN
18568	SUNTRUST BANK
18630	OCCUPANT UNKNOWN
	ON SITE SOURCING INC
	PSEUDON COMMUNICATIONS INC
18800	OCCUPANT UNKNOWN
18810	LEET MELBROOK INC
	OCCUPANT UNKNOWN
	REPROGRAPHIC TECHNOLOGIES
18820	OCCUPANT UNKNOWN
18821	CLASSIC HEATING & COOLING
18822	SPEEDY APPLIANCE CO
18824	AIRPARK QUICK LUBE
18830	SELF STORAGE PLUS
	WOODFIELD SELF STORAGE LLC
18845	FULKS MCKENDREE G & MLDRD M
	OCCUPANT UNKNOWN
18847	OCCUPANT UNKNOWN
18849	FARMER FULKS GREENHOUSES
18860	PIANO CRAFT LLC
18900	HOTTELL HARVEY W INC
	RICHARD HOTTEL
	WOODEN DESIGN INC
18910	GREEN TRU
18930	GLOBAL VAN LINES
	OCCUPANT UNKNOWN
	UNITED VAN LINES AGENT
	VON PARIS B & SONS INC
18940	AIRPARK LLC

Target Street	Cross Street	Source
✓	-	Cole Information Services

WOODFIELD RD 2003 (Cont'd)

18940 OCCUPANT UNKNOWN
WILLARD PACKAGING CO
18960 CAB SYSTEMS LTD
HIGHWAY & SAFETY SERVICES
OCCUPANT UNKNOWN
18970 DIST INTERNATIONAL TRUCKS
19000 MAYFLOWER VAN LINES AGENT
OCCUPANT UNKNOWN
VICTORY VAN CORP
19050 MAJESTIC SPA & SAUNA STORE
19200 OCCUPANT UNKNOWN
ROCKINGHAM CONSTRUCTION CO
19201 OCCUPANT UNKNOWN

Target Street	Cross Street	Source
✓	-	Cole Information Services

WOODFIELD RD 1999

18425	WENDYS
18524	3 STAR CONVENIENCE STORE
18526	CRYSTAL CLEANERS INCORPORATED
18528	AIRPARK CHECK CASHING
18532	TROPIX ENVIROWASH
18538	SAHARA AFRICAN MARKET INCORPORATED
18554	ACAJUTLA MEXICAN RESTAURANT
18556	THE NIBBLER
18558	BURGER KING RESTAURANTS
	BURGER KING RESTAURANTS GAITHERSBURG
18630	COCONUT COURIER INCORPORATED
	LEGEND LITHOGRAPH INCORPORATED
	PSEUDON COMMUNICATIONS INCORPORATED
18810	CADNET INCORPORATED
	LEET MELBROOK INCORPORATED BLUE PRINTER
	LEET-MELBROOK INCORPORATED PHOTOGRAPHERS
18821	CLASSIC HEATING AND COOLING INCORPORATED
18822	SPEEDY APPLIANCE FAX
18824	AIRPARK QUICK LUBE
	QUICK LUBE
18840	DAVEY TREE AND LAWN CARE
18845	FULKS MCKENDREE G
18849	FARMER FULKS GREENHOUSES
18900	HOTTELL HARVEY W INCORPORATED
18930	ALBERTI VAN & STORAGE COMPANY INCORPORATED
	GLOBAL VAN LINES
	MERCURY AIR FREIGHT FORWARDERS
	MERCURY VAN LINES INCORPORATED
	VON PARIS B & SONS INCORPORATED
18960	MID ATLANTIC EQUIPMENT CORPORATION
18970	DISTRICT INTERNATIONAL TRUCKS INCORPORATED
	IDEALEASE OF WASHINGTON DC
19000	SMITHS MOVING AND STORAGE COMPANY INCORPORATED
19020	SMITHS MOVING AND STORAGE COMPANY INCORPORATED
19050	EAST COAST WHOLESALE DISTRIBUTORS INCORPORATED
	MAJESTIC SPA & SAUNA STORE

Target Street	Cross Street	Source
✓	-	Cole Information Services

WOODFIELD RD 1995

18528	TOPS BARBER SHOP
18542	VIDEOFILE
18544	KAYS DINER
18550	LOTUS RESTAURANT
18556	LA GRANJA AZUL
18568	CRESTAR BANK
18630	FAMOUS OFFICE FURNITURE INC
18810	WASHINGTON MILLINERY SUPPLY
18820	MERCHANTS TIRE & AUTO CTR
18824	QUICK LUBE
18840	DAVEY
18847	HARRISON, DAVID
18849	FULKS FLORIST & GREENHOUSE
18930	ALBERTI VAN & STORAGE CO
	BARRY WOOD
	GAYNELL WOOD
	MERCURY AIR FREIGHT
	MERCURY VAN LINES INC
	SOPHISTICATED BUFFOONERY
18960	E Z GO MID ATLANTIC DIV
	LLOYDS AUTO WORKS
18970	DISTRICT INTERNATIONAL TRUCKS
	IDEALEASE OF WASHINGTON DC
19020	SMITHS MOVING & STORAGE CO
19050	DEL ELECTRIC SUPPLY CO
	EAST COAST WHOLESALE DISTRS
	MAJESTIC SPA & SAUNA STORE
	MOTOR CONTROL SHOP
19200	ROCKINGHAM CONSTRUCTION CO

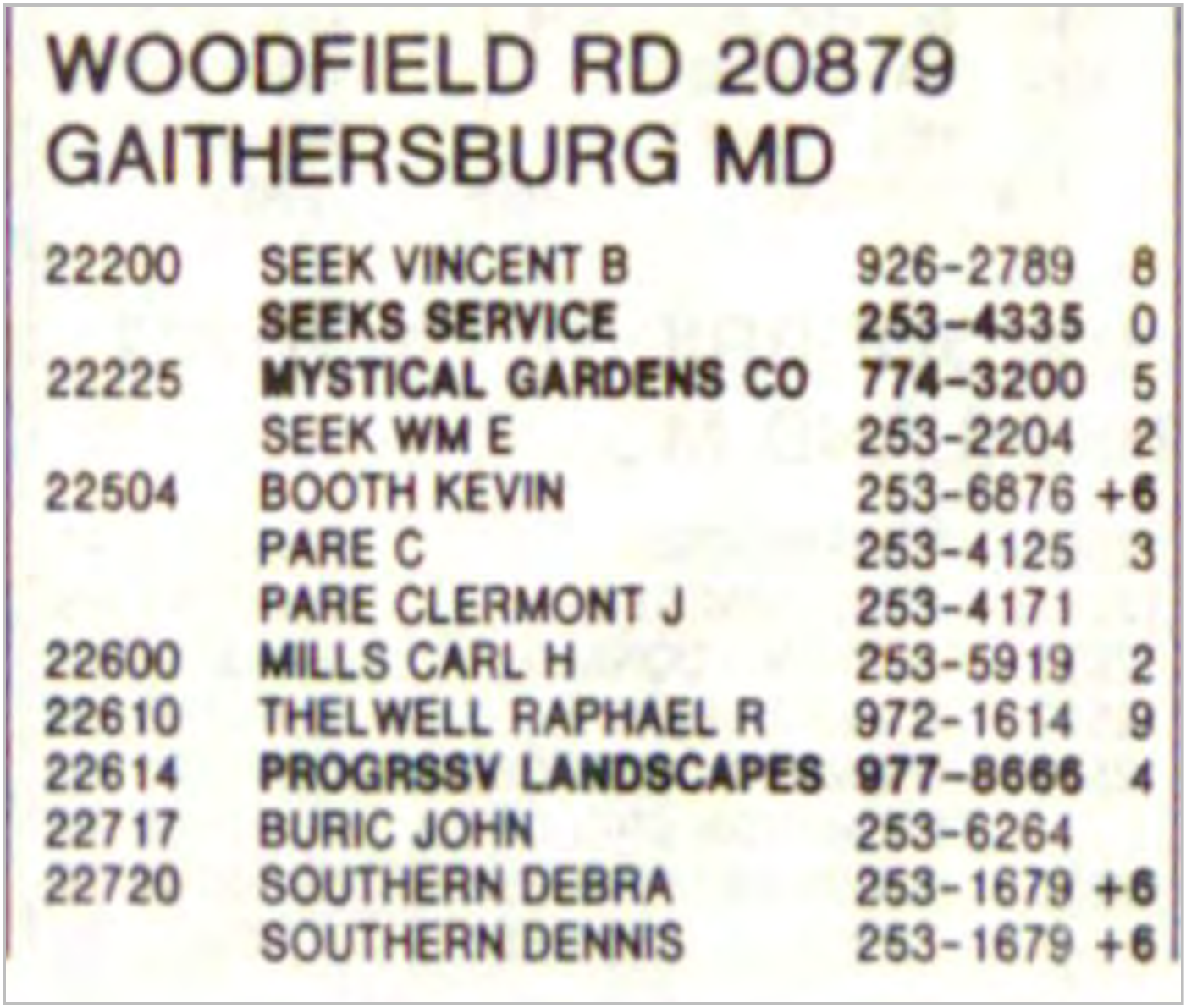
Target Street	Cross Street	Source
✓	-	Cole Information Services

WOODFIELD RD 1992

18568	CRESTAR BK 24 HOUR
18810	WASH MILLINERY SPLY
18824	GREASE N GO
18849	FARMERS GREENHOUSE

Target Street	Cross Street	Source
✓	-	Haines Criss-Cross Directory

WOODFIELD RD 1986

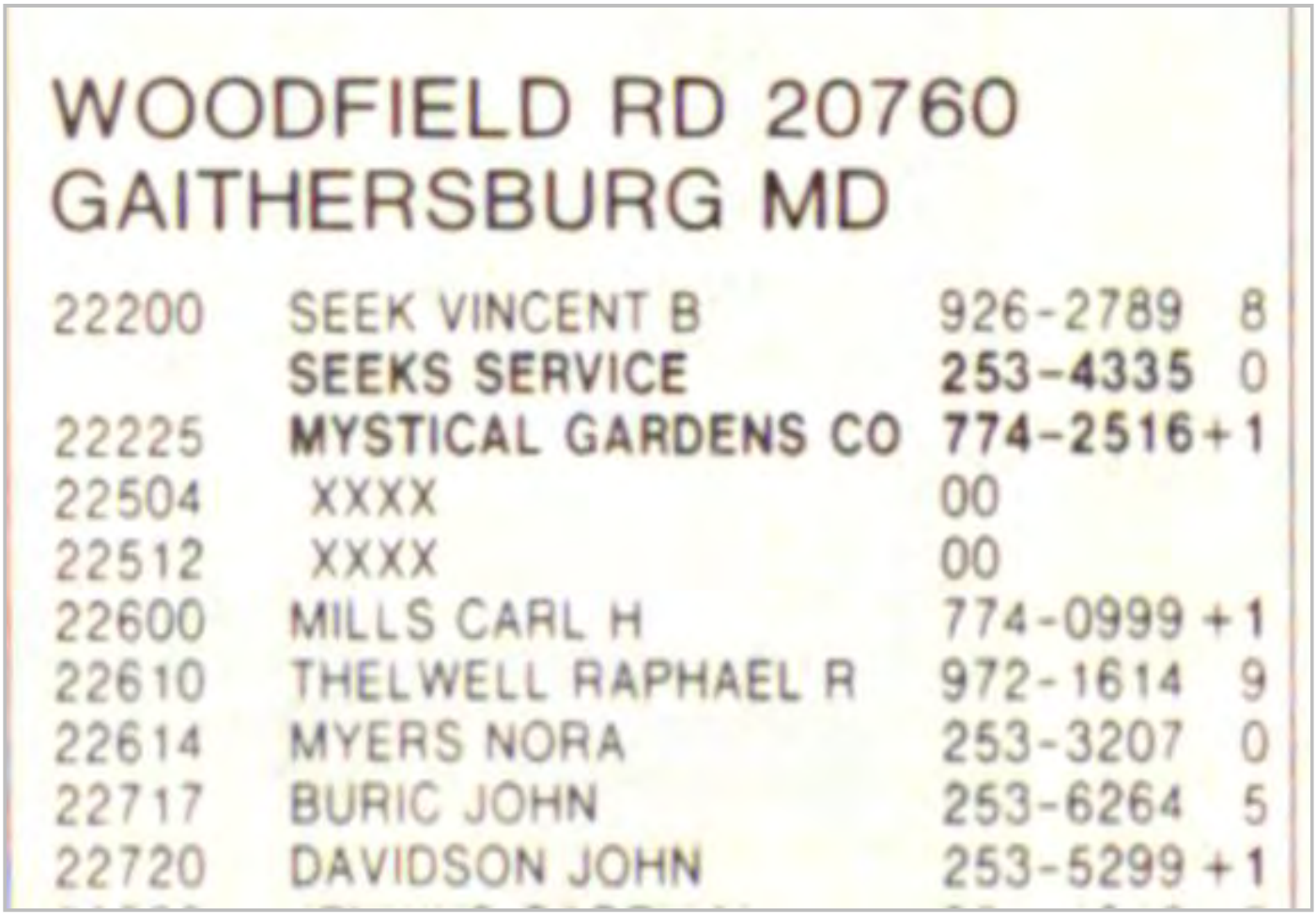


WOODFIELD RD 20879
GAITHERSBURG MD

22200	SEEK VINCENT B	926-2789	8
	SEEKS SERVICE	253-4335	0
22225	MYSTICAL GARDENS CO	774-3200	5
	SEEK WM E	253-2204	2
22504	BOOTH KEVIN	253-6876	+6
	PARE C	253-4125	3
	PARE CLERMONT J	253-4171	
22600	MILLS CARL H	253-5919	2
22610	THELWELL RAPHAEL R	972-1614	9
22614	PROGRSSV LANDSCAPES	977-8666	4
22717	BURIC JOHN	253-6264	
22720	SOUTHERN DEBRA	253-1679	+6
	SOUTHERN DENNIS	253-1679	+6

Target Street	Cross Street	Source
✓	-	Haines Criss-Cross Directory

WOODFIELD RD 1981

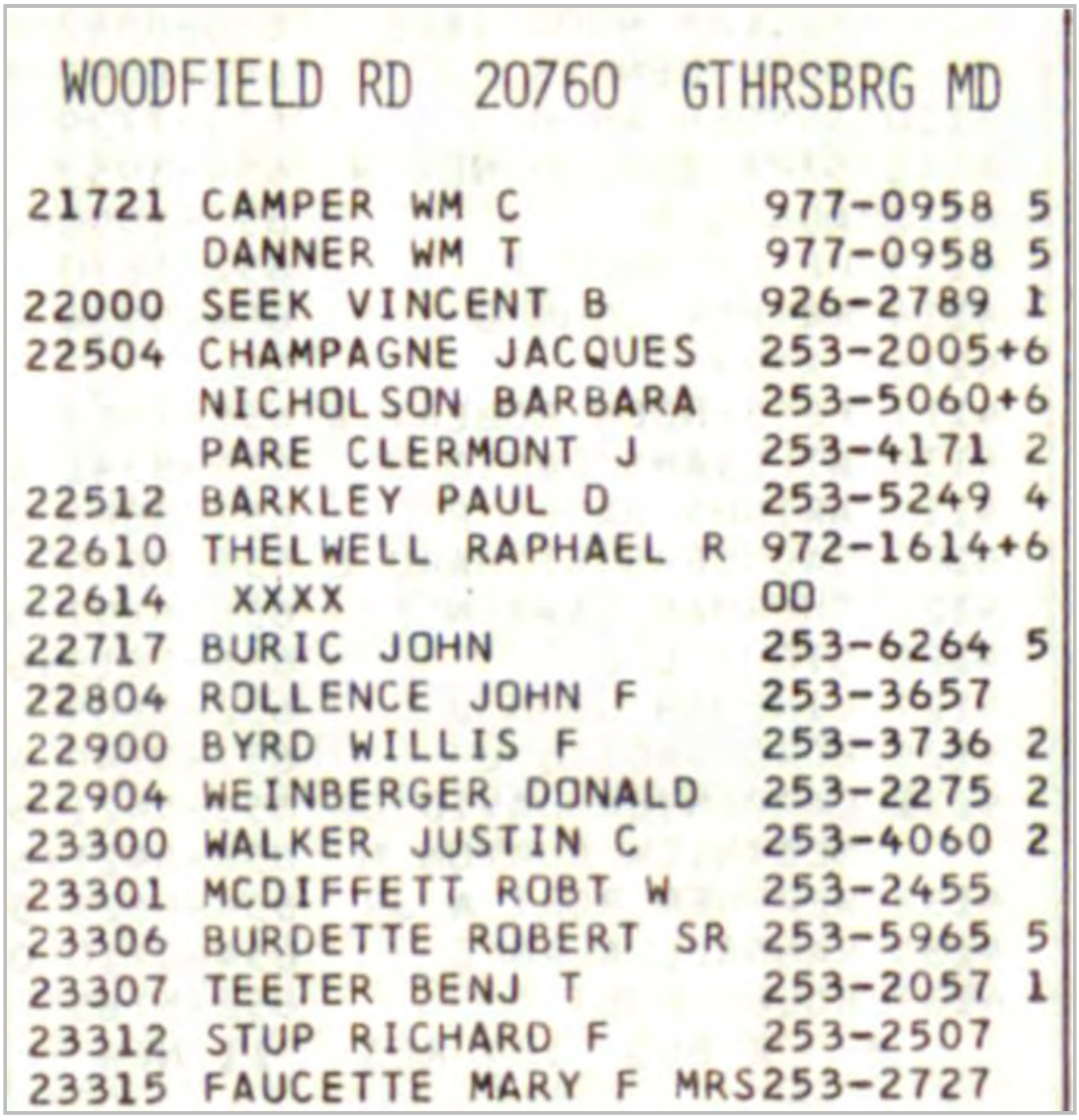


WOODFIELD RD 20760
GAITHERSBURG MD

22200	SEEK VINCENT B	926-2789 8
	SEEKS SERVICE	253-4335 0
22225	MYSTICAL GARDENS CO	774-2516 +1
22504	XXXX	00
22512	XXXX	00
22600	MILLS CARL H	774-0999 +1
22610	THELWELL RAPHAEL R	972-1614 9
22614	MYERS NORA	253-3207 0
22717	BURIC JOHN	253-6264 5
22720	DAVIDSON JOHN	253-5299 +1

Target Street	Cross Street	Source
✓	-	Haines Criss-Cross Directory

WOODFIELD RD 1976



WOODFIELD RD 20760 GTHRSBRG MD

21721	CAMPER WM C	977-0958 5
	DANNER WM T	977-0958 5
22000	SEEK VINCENT B	926-2789 1
22504	CHAMPAGNE JACQUES	253-2005+6
	NICHOLSON BARBARA	253-5060+6
	PARE CLERMONT J	253-4171 2
22512	BARKLEY PAUL D	253-5249 4
22610	THELWELL RAPHAEL R	972-1614+6
22614	XXXX	00
22717	BURIC JOHN	253-6264 5
22804	ROLLENCE JOHN F	253-3657
22900	BYRD WILLIS F	253-3736 2
22904	WEINBERGER DONALD	253-2275 2
23300	WALKER JUSTIN C	253-4060 2
23301	MCDIFFETT ROBT W	253-2455
23306	BURDETTE ROBERT SR	253-5965 5
23307	TEETER BENJ T	253-2057 1
23312	STUP RICHARD F	253-2507
23315	FAUCETTE MARY F MRS	253-2727