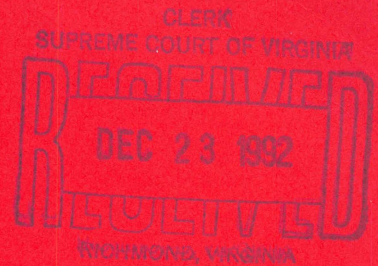


245VA465



IN THE  
SUPREME COURT OF VIRGINIA  
AT RICHMOND

---

RECORD NO.  
920870

---

THOMAS R. NEDRICH,  
  
Appellant,  
  
v.

LES G. JONES, DOROTHY JONES, DULLES EQUITIES, INC.  
ARMED FORCES ELECTRONICS, INC., DULLES EQUITIES OF  
VIRGINIA, INC., FIRST SOURCE BANK, RIGGS NATIONAL BANK OF  
WASHINGTON, D.C., TRAFALGAR HOUSE PROPERTY, INC.,  
JETTECH, INC., EDWARD DAHLBERG.

Appellees.

---

APPENDIX

Volume II

---

Thomas R. Nedrich (VA Bar #016418)  
200 Little Falls Street  
Suite 203  
Falls Church, Virginia 22046  
(703) 536-3113

Counsel for Appellant



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EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 28<sup>TH</sup> day of October 1987, by and between DULLES EQUITIES, INC. (the "Company"), and JOHN F. WEBER (the "Employee").

W I T N E S S E T H :

WHEREAS, the Company is engaged in the general business of real estate;

WHEREAS, the Employee wishes to become employed by the Company and the Company is willing to employ the Employee on the terms and conditions hereinafter set forth;

NOW THEREFORE; in consideration of the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

1. Employment

The Company hereby employs Employee as Vice President for Marketing and Development.

2. Duties

Employee agrees to devote his full business time, attention and energy to the Company's business.

3. Compensation

The Company shall pay the Employee an annual base salary of Seventy-Five Thousand Dollars (\$75,000), payable in monthly or bi-monthly installments of equal amount.



#### 4. Bonus

In addition to the salary described in paragraph 3 above, the Company shall pay to Employee a bonus for all leases executed by the Company, during the term of this Agreement. The bonus shall be computed by multiplying the total rentable square feet of space leased by \$1.25 or 1.75. If there is an outside broker involved in the transaction, the bonus shall be \$1.25 per square foot; if not, the bonus shall be \$1.75 per square foot. (Outside broker is defined as any broker who is not part of the Dulles Equities' organization.) Payment of bonuses shall be paid in two equal installments, fifty percent (50%) at the time the lease is fully executed and fifty percent (50%) when the tenant takes possession of the leased premises.

For all real estate projects which the Company undertakes in which the Employee is actively involved, the Company agrees to grant Employee an equity in the project in the form of a limited partnership or Corporate stock, whichever is applicable, equal to five percent (5%) of the ownership.

#### 5. Brokerage Activities

The Company agrees that Employee may retain his real estate license(s), and may continue to provide brokerage services to clients regarding properties other

than those owned and developed by the Company, provided that all such activities are approved in advance by the Company and that such activities do not interfere with Employee's principle duties with the Company. All brokerage commissions generated as a result of Employee's actions shall be split with the Company, sixty percent (60%) of the gross commission to be paid to the Employee and forty percent (40%) of the gross commission to be paid to the Company.

6. Automobile Allowance

The Company shall provide an automobile for use by the Employee for business purposes.

7. Moving Expenses

The Company shall reimburse Employee for the costs of relocating his residence from Los Angeles, CA to the Washington, D.C. metropolitan area.

8. Term

The term of this Agreement shall be three (3) years, commencing January 1, 1988, and may be extended by mutual agreement of the parties.

9. Entire Agreement

This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof. No

waiver or modification of this Agreement or any of its terms shall be valid unless in writing and duly executed by the parties.

10. Assignment

Employee may not assign his rights or obligations hereunder. The rights and obligations of the Company shall inure to the benefit of, and shall be binding upon the successors and assigns of the Company.

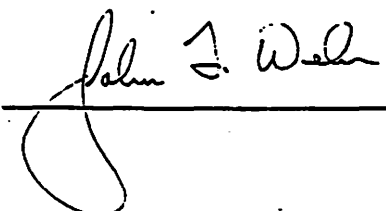
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

DULLES EQUITIES, INC.

JOHN F. WEBER

By: 

Les G. Jones, President

  
John F. Weber



General Services Administration  
National Capital Region  
Washington, DC 20407



AUG 25 1988

Mr. Jack Weber  
& Mr. Peter Holden  
c/o Dulles Equities, Inc.  
8300 Boone Boulevard  
Suite 750  
Vienna, VA 22180

Re: Atrium Building  
381 Elden Street  
Herndon, VA  
Lease No. GS-11B-80407

Dear Mr. Weber:

Pursuant your conversation with Mr. Robert Stewart August 25, 1988, notifying you of lease award, enclosed please find a copy of the fully executed lease for the above referenced building.

Upon receipt of the enclosed lease, schedules referenced in the lease shall commence.

Sincerely,

John Knight  
Contracting Officer  
Real Estate Division

Enclosure

PLAINTIFF'S  
EXHIBIT

2

ALL-STATE LEGAL SUPPLY CO.



U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

AUG 24 1988

LEASE NO.

"NEGOTIATED LEASE" GS-11B-80407

THIS LEASE, made and entered into this date by and between

DULLES EQUITIES LIMITED PARTNERSHIP III

8300 BOONE BOULEVARD

whose address is SUITE 750

VIENNA, VA 22180

and whose interest in the property hereinafter described is that of OWNER.

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

APPROXIMATELY 107,200 NET USABLE SQUARE FEET OF OFFICE AND RELATED SPACE BEING A PORTION OF THE FIRST FLOOR (AS SHOWN IN RIDER NO. 4), THE ENTIRE SECOND (2ND) AND THIRD (3RD) FLOORS, AND 428 PARKING SPACES IN THE ATRIUM BUILDING, LOCATED AT 381 ELDEN STREET, HERNDON, VIRGINIA.

to be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

SEE RIDER NO. 1 through SEE RIDER NO. 1, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 2,463,456.00

at the rate of \$ SEE RIDER NO. 1 per MONTH in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to: DULLES EQUITIES LIMITED PARTNERSHIP III, 8300 BOONE BOULEVARD, SUITE 750, VIENNA, VIRGINIA, 22180.

~~4. The Government may terminate this lease at any time by giving at least \_\_\_\_\_ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

TWO (2) FIVE (5) YEAR RENEWAL OPTIONS IN ACCORDANCE WITH THE PROVISIONS OF RIDER NO. 5.

provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. ALL SERVICES, UTILITIES, REPAIR AND MAINTENANCE NECESSARY FOR OPERATIONS AS REQUIRED BY THIS LEASE: SOLICITATION FOR OFFERS (SFO) NO. 87-101, AND AMENDMENTS NO. IV AND V TO SFO 87-101 INCLUDING BUT NOT LIMITED TO THE SPECIFIC SPECIAL REQUIREMENTS PACKAGE, AND THE LESSORS'S BEST AND FINAL OFFER RESPONSE.

B. THE LESSOR HAS PROVIDED FOR THE PERFORMANCE SPECIFICATIONS AS PART OF THE BASE RENTAL; HOWEVER, DEBITS AND CREDITS FOR LINE ITEMS ADDED OR DELETED AS REFERENCED IN AMENDMENT NO. IV, ABOVE STANDARD ALTERATIONS-MINIMUM PERFORMANCE SPECIFICATION-INSTRUCTIONS FOR OFFERS, PAGE 1 OF 2, PARAGRAPH 3, WILL CONTINUE IN EFFECT TO APPLY BASED ON THE LESSOR'S BEST AND FINAL OFFER ITEMIZED COST AND THE LESSOR'S BEST AND FINAL COST SUMMARY OF THE PERFORMANCE SPECIFICATIONS, AND UNIT PRICE TABLE (RIDER NO. 3 OF THIS LEASE) AS MADE A PART OF THIS LEASE.

C. ALL TERMS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: "PERFORMANCE", "ABOVE STANDARD", "SPECIFIC ABOVE STANDARD ALTERATIONS", "SPECIAL ALTERATIONS", AND "MINIMUM QUALITY SPECIFICATIONS" ARE TO BE CONSIDERED ONE-IN-THE-SAME (SYNONYMOUS).

7. The following are attached and made a part hereof:

- |  |  |
|--|--|
| A. SFO NO. 87-101  | RIDER NO. 1 - RENT START & RELATED CONCESSIONS AND INFO.                   |
| B. AMENDMENTS NO. IV AND V TO SFO NO. 87-101   | RIDER NO. 2 - TRAFFIC SIGNAL   |
| C. GSA FORMS 1217, 3516, 3517 AND 3518   | RIDER NO. 3 - UNIT PRICE TABLE   |
| D. MINIMUM PERFORMANCE SPECIFICATIONS FOR SPECIAL SPACES DATED MAY 23, 1988                    | RIDER NO. 4 - 1ST FLOOR SPACE  |
| E. LESSOR'S BEST AND FINAL OFFER RESPONSE (QUALIFICATIONS) OF THE PERFORMANCE SPECIFICATIONS   | RIDER NO. 5 - GOVERNMENT RENEWALS  |
| F. LESSOR'S BEST AND FINAL OFFER ITEMIZED COST AND COST SUMMARY OF PERFORMANCE SPECIFICATIONS. | RIDER NO. 6 - LESSOR'S EXPLANATORY NOTES TO BEST & FINAL OFFER             |
|  | RIDER NO. 7 - GENERAL AND LIMITED PARTNERSHIP                              |
|  | RIDER NO. 8 - GOVERNMENT'S RESPONSE TO LESSOR'S RESPONSE TO SPECIFICATIONS |
|  | RIDER NO. 9 - RESTROOMS - MAXIMUM TRAVEL DISTANCE                          |

8. The following changes were made in this lease prior to its execution:

PARAGRAPH 4 HAS BEEN DELETED IN ITS ENTIRETY PRIOR TO LEASE EXECUTION BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR  
DULLES EQUITIES LIMITED PARTNERSHIP III  
By: Dulles Equities, Inc., a general partner thereof

BY   
Les G. Jones, President

IN PRESENCE OF:   
J. Thomas Fromme, (Signature) II

UNITED STATES OF AMERICA

BY   
(Signature)

(Signature)  
Sherman, Bury & Fromme  
Fairfax, VA 22030  
(Address)

CONTRACTING OFFICER  
REAL ESTATE DIVISION, GSA, NCR

(Official title)

THE ATRIUM  
381 ELDEN STREET  
HERNDON, VIRGINIA 22070

BUILDING SIZE: 189,757 gross exterior square feet

FLOOR SIZES: 1st floor 50,096 total rentable sq. ft.  
2nd floor 43,909 " " " "  
3rd floor 44,277 " " " "  
4th floor 44,277 " " " "

LAND DESCRIPTION:  
Size: 6.9 acres  
Zoning: C-0

MECHANICAL SYSTEMS: V.A.V.

PARKING SPACES: 618 total

ARCHITECT: John M. Ruffner, A.I.A.

BASE BUILDING COMPLETION: February, 1988

11493 SUNSET HILLS ROAD  
RESTON, VIRGINIA 22090

BUILDING SIZE: 188,997 gross exterior square feet

FLOOR SIZES: 1st floor 39,078 total rentable sq. ft.  
2nd floor 35,503 " " " "  
3rd floor 35,503 " " " "  
4th floor 35,503 " " " "  
5th floor 35,503 " " " "

LAND DESCRIPTION:  
Size: 8 acres  
Zoning: I-4

MECHANICAL SYSTEMS: V.A.V.

PARKING SPACES: 695 total

ARCHITECT: John M. Ruffner, A.I.A.

BASE BUILDING COMPLETION: April, 1988

ATRIUM OFFICE BUILDING  
381 Elden Street  
Herndon, Virginia

MEASUREMENT CALCULATION TABULATION FOR SINGLE TENANT

	Usable Square Feet				Add-on Rentable		Total Rentable Square Feet
	Atrium Space	Lobbies	Offices	Total Usable	Dock	Misc.	
First Floor	7,318	3,926	34,309	45,553	1,524	3,019	50,096
Second Floor	-	1,983	39,279	41,262	-	2,647	43,909
Third Floor	-	1,983	39,647	41,630	-	2,647	44,277
Fourth Floor	-	1,983	39,647	41,630	-	2,647	44,277
Totals	7,318	9,875	152,882	170,075	1,524	10,960	182,559 sf

Site Area: 304,393 sf 6.9879 ac

Zone: C - O

Max. Height Allowed: 60'

Building Height: Four Stories  
52'

Parking Spaces Required: 616

Provided: 617

Street Dedications: 0.4291 ac

Building Gross Interior 185,024 sf

First F1 53,448

Second F1 45,191

Third F1 45,559

Fourth F1 45,559

Building Gross Exterior 189,757 sf

## CERTIFICATE OF LIMITED PARTNERSHIP

and

## LIMITED PARTNERSHIP AGREEMENT

of

## DULLES EQUITIES LIMITED PARTNERSHIP III

WHEREAS, Dulles Equities, Inc., a Virginia corporation entered into a contract dated the 11th day of October, 1985, with Jacob Schwalb and Sandra Schwalb and Theodore N. Lerner and Annette M. Lerner, whereby DULLES EQUITIES, INC. agreed to purchase certain approximately, namely, 304,445 square feet of land at Elden Street (Route #606), Town of Herndon, Fairfax County, Virginia, as shown on Tax Assessment Map as 17-1-02-6 and

WHEREAS, the exact price to be paid for the property is based on a rate of \$9.58 per square foot as determined by accurate survey; and

WHEREAS, settlement under the said contract is scheduled to occur on or before April 14, 1986, the settlement date to be the effective date of the beginning of this Limited Partnership; and

WHEREAS, in order to have proceeds with which to comply with the terms of the said contract, the purchaser needed to arrange financing; and

WHEREAS, application for a loan to cover the acquisition cost of the said property, as well as improvements thereon, and thereto following settlement and the taking of title thereto, was made to The Riggs National Bank of Washington, D.C. (hereinafter "Riggs"); and

WHEREAS, Riggs agreed to provide funds for the acquisition of the said property and to cover improvements to be made thereon, in the aggregate principal sum of Sixteen Million, One Hundred and Fifty Thousand Dollars (\$16,150,000.00), on terms and conditions set forth in the loan commitment issued by Riggs; and

WHEREAS, among the conditions of the said loan commitment, Riggs required that the Note or Notes be made and repayment thereof and performance of the Deed of Trust securing same be guaranteed by Les G. Jones and Dorothy A. Jones; and

49  
COURT REPORTER, DEPOSITION & VIDEO SERVICES  
1953 Gallows Road, 6th Floor, Vienna, Virginia 22180  
Attn: Lisa Overton

PLAINTIFF'S  
EXHIBIT

3

ALL-STATE LEGAL SUPPLY CO.



the requirements for filing partnership certificates in connection therewith and to that end set forth the provisions of this Certificate of Limited Partnership and Limited Partnership Agreement in the following numbered articles and by affixing their signatures hereto the undersigned give oath of the truth and accuracy of the recitals herein:

I. Formation and Name of Limited Partnership. The name of the Partnership hereby formed under the provision of the Limited Partnership Act of the State of Virginia is "DULLES EQUITIES LIMITED PARTNERSHIP III".

II. Character of Business. The character of the business of the Partnership shall be to acquire for investment and to own real property located in the Town of Herndon, County of Fairfax, State of Virginia, and more particularly described as shown on Exhibit A attached hereto and incorporated herein by reference.

III. Principal Office and Registered Office. A. The principal place of business and the post office address of the office at which the records required to be maintained by the partnership are kept 8300 Boone Boulevard, Suite 750, Vienna, Virginia 22180 with such other offices as the General Partner shall deem to be necessary for the conduct of the business of the Partnership.

B. The registered Agent shall be B.G. Stephenson, an attorney at law in the State of Virginia with offices at 8300 Boone Boulevard, Suite 750, Vienna, Virginia 22180 (Fairfax County), which shall also be the registered office of the Partnership.

IV. Names and Address of Partners:

A. General Partner. The name and address of the General Partner is as follows:

<u>Name</u>	<u>Address</u>
Dulles Equities, Inc. a Virginia Corporation	8300 Boone Boulevard Suite 750 Vienna, Virginia 22180

B. Original Limited Partners:

Les G. Jones	650 Ad Hoc Road Great Falls, VA 22066
--------------	--

Dorothy B. Jones

650 Ad Hoc Road  
Great Falls, VA 22066

C. Additional Limited Partners. The General Partner is authorized to admit additional Limited Partners to the Partnership with the consent first obtained from the Original Limited Partners, upon terms and conditions which may be agreed to and for contributions which may be determined, including provisions for withdrawing monies or other property from the partnership and preferences between the partners. In such event additional Limited Partners shall be named and their addresses given in Certificates to be recorded, and by other documents which may be required under the Virginia Revised Uniform Limited Partnership Act.

V. Terms of The Partnership. The term of the Partnership shall commence from the date hereof and shall continue until terminated in accordance with the provisions hereinafter set forth.

VI. Contributions of General Partner and of Original Limited Partners. It is contemplated that the cash required to fund the business of the Partnership will be substantially provided by the said loan from Riggs in the aggregate sum of Sixteen Million, One Hundred Fifty Thousand Dollars (\$16,150,000.00). The General Partner has heretofore deposited with the Sellers, earnest money of Two Hundred Thousand Dollars (\$200,000.00) in an unconditional letter of credit provided by Riggs made in favor of the General Partner. The earnest money deposit represented by the said letter of credit is to be fully refunded to the General Partner at settlement of said property and payment of the purchase price from the said loan proceeds. The General Partner, Dulles Equities, Inc., assigns to this Partnership, created hereby, all its right title and interest in the said Contract to purchase the said real property. The Limited Partners, Les G. Jones and Dorothy A. Jones, have agreed to make and guarantee the said loan to Riggs according to its letter of commitment dated March 24, 1986, in the aggregate principal sum of Sixteen Million, One Hundred Fifty Thousand Dollars (\$16,150,000.00) with interest payable and other terms and conditions as set forth in

Partnership name or in its own name, acting on behalf of the Partnership as its nominee or trustee.

XXVI. Benefits. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the parties signatory hereto, and their personal representatives, heirs and assigns, or other successors in interest.

XXVII. Severability. If any term or provision of this Limited Partnership Agreement is declared illegal, invalid for the purposes of this Limited Partnership Agreement for any reason whatsoever, such term or provision shall be ineffectual and void and the validity of the remainder of the Commitment shall not be affected thereby.

XXVIII. Governing Law. This Commitment shall be interpreted and construed under the laws of the Commonwealth of Virginia.

XXIX. Amendments. This Commitment shall set forth the entire Commitment among the parties and shall not be amended or modified without the expressed, written consent of the parties.

IN WITNESS WHEREOF, the parties have executed this Limited Partnership Agreement under seal this day of April 1986, the officers of Corporations executing this Agreement on behalf of same all having authority on this date, each signatory giving oath that the recitals herein are true and correct to his knowledge and belief.

DULLES EQUITIES, INC.

By: [Signature] GENERAL  
President PARTNER

ATTEST:

[Signature]  
Secretary


[Signature] ORIGINAL  
Les G. Jones LIMITED  
PARTNER

[Signature] ORIGINAL  
Dorothy A. Jones LIMITED  
PARTNER

SENT BY: DULLES EQUITIES INC : 8-3-88 10:23AM :

7038211940-

# 1

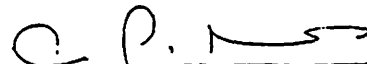
  
 Dulles Equities, Inc.

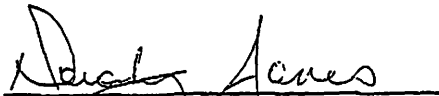
 Real Estate Developers

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS  
OF  
DULLES EQUITIES, INC.

A special meeting of the directors of Dulles Equities, Inc. was held on August 2, 1988, at 10:00 a.m. in the offices of the company at 8300 Boone Boulevard, Vienna, Virginia and it was resolved that Les G. Jones, President of Dulles Equities, Inc. has the authority to sign any and all documents in connection with a certain lease between the United States Government and Dulles Equities Limited Partnership III on behalf of said Partnership. This resolution is based on the fact that Dulles Equities, Inc. is the managing General Partner of Dulles Equities Limited Partnership III as provided in the Partnership Agreement dated October 11, 1985.

Resolving that, the meeting was adjourned at 11:45 a.m.

  
Chairman

  
Secretary

PLAINTIFF'S  
EXHIBIT

4

ALL-STATE LEGAL SUPPLY CO.

**ARTICLES OF INCORPORATION**  
**OF**  
**DULLES EQUITIES OF VIRGINIA, INC.**

I hereby associate to form a stock corporation under the provisions of Chapter 9 of Title 13.1-601 et seq. of the Code of Virginia (1950) as amended, and to that end set forth the following:

**Article I**

**NAME**

The name of the corporation is **DULLES EQUITIES OF VIRGINIA, INC.**

**Article II**

**PURPOSE**

The purpose or purposes for which the corporation is organized is to engage in any lawful business permitted under the Virginia Stock Corporation Act and not otherwise required to be stated in the Articles of Incorporation.

**Article III**

**STOCK**

The aggregate number of shares which the corporation shall have the authority to issue, and the par





value per share are as follows:

<u>CLASS AND SERIES</u>	<u>NUMBER OF SHARES</u>	<u>PAR VALUE/SHARE</u>
Common	FIVE THOUSAND (5000)	\$1.00

#### Article IV

##### NO NEED FOR ACTUAL STOCKHOLDER MEETING

Any action required or permitted at an annual or special meeting of the Stockholders may be taken without a meeting, without prior written notice and without a vote if consented to in writing by all the Stockholders entitled to vote on the action and such written consent is delivered to the secretary of the corporation for inclusion in the minutes or filing with the corporate records. Any action taken by unanimous written consent shall be effective according to its terms when such written consent(s) are in the possession of the corporation.

#### Article V

##### DIRECTORS

The Board of Directors of the Corporation shall consist of one or more members. The number of Directors shall be fixed by, or in the manner provided in, the By-Laws, except as to the number constituting the initial Board of Directors, which number has been fixed by these Articles of Incorporation. The number of Directors may be increased or decreased from time to time by amendment to,

or in the manner provided in these Articles of Incorporation or the By-Laws, but no decrease shall have the effect of shortening the term of any incumbent Director. In the absence of a By-Law providing for the number of Directors, the number shall be the same as that provided for in these Articles of Incorporation.

#### Article VI

##### BY-LAWS

The initial By-Laws of the Corporation shall be adopted by the Board of Directors. The power to alter, amend or repeal the By-Laws or adopt new By-Laws, subject to repeal or change by action of the Stockholders, shall be vested in the Board of Directors. The By-Laws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with law or the Articles of Incorporation

#### Article VII

##### DIVIDENDS

The Board of Directors of the Corporation may, from time to time, declare and the Corporation may pay dividends in cash, property, or its own shares, except when the Corporation is insolvent or when the payment thereof would render the Corporation insolvent.

## **Article VIII**

### **SMALL BUSINESS CORPORATION**

The corporation shall be organized and managed so that it is a "Small Business Corporation" as defined in IRC Sec. 1244 (c) (1), as amended.

## **Article IX**

### **INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

To the extent the law permits: the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee of another Corporation, Partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or

proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful.

#### **Article X**

##### **REGISTERED AGENT AND OFFICE**

The post office address of the initial registered office of the corporation is 10482 Armstrong Street, Fairfax, Virginia 22030. The said registered office is located in the City of Fairfax, Virginia. The name of the initial registered agent is J. Thomas Fromme, II, who is a resident of the Commonwealth of Virginia, a duly licensed attorney and a member of the Virginia State Bar, whose business office is the same as the registered office of the corporation.

#### **Article IX**

##### **INCORPORATORS**

The incorporator and the number of directors constituting the initial Board of Directors is one (1) and the name and address of the person serving as initial director is:

NAME

Les G. Jones

ADDRESS

8300 Boone Boulevard  
Vienna, Virginia 22182

Article XII

**DURATION**

The corporation shall have perpetual existence.

GIVEN under our hands this 15<sup>th</sup> day of *June* 1990.

  
LES G. JONES  
Incorporator



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

July 10, 1990

The State Corporation Commission has found the accompanying  
articles submitted on behalf of

DULLES EQUITIES OF VIRGINIA, INC.

to comply with the requirements of law, and confirms payment of  
all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of  
incorporation in the Office of the Clerk of the Commission,  
effective July 10, 1990.

The corporation is granted the authority conferred on it by law in  
accordance with the articles, subject to the conditions and  
restrictions imposed by law.

STATE CORPORATION COMMISSION

By   
Commissioner

CORPACPT  
CIS20423  
90-07-09-0021

ARTICLES OF INCORPORATION  
OF  
ARMED FORCES ELECTRONICS, LTD.

I hereby associate to form a stock corporation under the provisions of Chapter 1 of Title 13.1 of the Code of Virginia (1950) as amended, and to that end set forth the following:

A. NAME

The name of the corporation is ARMED FORCES ELECTRONICS, LTD.

B. PURPOSE

The purpose or purposes for which the corporation is organized are:

To engage in any and all lawful business, not required to be specifically stated in the Articles of Incorporation, for which corporations may be organized and incorporated under the Virginia Stock Corporation Act.

C. STOCK

The aggregate number of shares which the corporation shall have authority to issue, and the par value per share is as follows:

<u>CLASS AND SERIES</u>	<u>NUMBER OF SHARES</u>	<u>PAR VALUE</u>
Common	ONE THOUSAND (1000)	\$1.00

D. REGISTERED OFFICE AND AGENT

The post office address of the initial registered office of the corporation is 10482

SHERMAN, BURY  
& FROMME, P.C.  
ATTORNEYS AT LAW  
10402 ARMSTRONG STREET  
FAIRFAX, VIRGINIA 22030  
(703) 385-8000

PLAINTIFF'S  
EXHIBIT

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ALL-STATE LEGAL SUPPLY CO.

Armstrong Street, Fairfax, Virginia 22030. The said registered office is located in the City of Fairfax, Virginia. The name of the initial registered agent is J. Thomas Fromme, II, who is a resident of the Commonwealth of Virginia, a duly licensed attorney and a member of the Virginia State Bar, whose business office is the same as the registered office of the corporation.

E. DIRECTORS

The number of directors constituting the initial Board of Directors is one (1) and the name and address of the person serving as initial director is:

<u>NAME</u>	<u>ADDRESS</u>
J. Thomas Fromme, II	10482 Armstrong Street Fairfax, Virginia 22030

F. DURATION

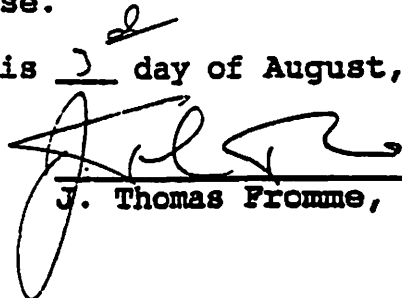
The corporation shall have perpetual existence.

G. SMALL BUSINESS CORPORATION

The Corporation shall indemnify any and all persons who may serve or who have served at any time as directors or officers, or who at the request of the Board of Directors of the Corporation may serve or at any time have served as directors or officers of another corporation in which the corporation at such time owned or may own shares of stock or of which it was or may be a creditor, and their respective heirs,

administrators, successors, and assigns, against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced), actually or necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit, or proceeding in which they, or any of them, are made parties or a party, or which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or officer of the Corporation, or of such other corporation, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in any action, suit or proceeding to be liable for his or her own duty. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, by-law, agreement, vote of the stockholders or otherwise.

GIVEN under my hand this 3<sup>rd</sup> day of August, 1988.

  
J. Thomas Fromme, II

SHERMAN, BURY  
& FROMME, P.C.

ATTORNEYS AT LAW

10487 ARMSTRONG STREET

FAIRFAX, VIRGINIA 22030

(703) 385 8008

325556

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION  
August 9, 1988

CERTIFICATE OF INCORPORATION

The State Corporation Commission has found the accompanying articles submitted on behalf of

ARMED FORCES ELECTRONICS, LTD.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ordered that this

CERTIFICATE OF INCORPORATION

be issued, and admitted to record with the articles in this office of the Commission, effective August 9, 1988.

This order and its accompanying articles will be forwarded for filing in the office of the Clerk of the Circuit Court of (Filed in Fairfax Co.) following admission to the records of the Commission.

STATE CORPORATION COMMISSION

By *Christine B. Lacy*  
Commissioner

Court Number: 303

01520NEW



COMMONWEALTH OF VIRGINIA - STATE CORPORATION COMMISSION

1989 - ANNUAL REPORT

335563-9

REPORT DATE 01-07-89

CORPORATION NAME

ARMED FORCES ELECTRONICS, LTD.

STATE OR COUNTRY OF INCORPORATION

VIRGINIA

REGISTERED AGENT NAME AND REGISTERED OFFICE ADDRESS, IN VIRGINIA

J. THOMAS FROMME, II ATTY  
10462 ARMSTRONG STREET  
FAIRFAX, VA. 22030

CITY OR COUNTY (IN VIRGINIA) OF THE REGISTERED OFFICE  
CITY OF FAIRFAX

STOCK TOTAL NUMBER OF SHARES AUTHORIZED BY THE CHARTER,  
ITEMIZED BY CLASS:

CLASS	AUTHORIZED	CLASS	AUTHORIZED
COMMON	1,000.00		

PRINCIPAL OFFICERS DO NOT LIST MORE THAN FIVE, BUT YOU MUST INCLUDE A PRESIDENT, AND A SECRETARY. IF THE REGISTERED AGENT IS AN OFFICER, INCLUDE HIS OR HER CORPORATE TITLE.

NAME	TITLE	COMPLETE POST OFFICE ADDRESS
Leslie J. ...	President	650 Ad Hoc Road, Great Falls, VA 22066
Josephine L. ...	Sec.	4407 Cortez Dr., Fairfax, VA 22030

3-254577

ADDRESS OF THE CORPORATION'S PRINCIPAL OFFICE

1230-1 ... Court

CITY

STATE VA

ZIP

DIRECTORS (ATTACH AN EXTRA SHEET IF NECESSARY) MUST INCLUDE NAMES AND COMPLETE POST OFFICE ADDRESS (INCLUDE STREET NO. OR RFD)

NAME J. Thomas Fromme, II  
ADDRESS 10462 Armstrong Street, Fairfax, VA 22030  
NAME  
ADDRESS  
NAME  
ADDRESS  
NAME  
ADDRESS  
NAME  
ADDRESS  
NAME  
ADDRESS

STATE THAT THE SIGNATURE ON THIS REPORT IS THAT OF THE PRESIDENT, SECRETARY, AND TREASURER AND THAT NONE OF THEM IS A MINOR OR AN INCOMPETENT PERSON.

SIGNATURE  
PRINTED NAME

TITLE

SHERMAN, BURY & FROMME

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

"THE INNS OF COURT"

10482 ARMSTRONG STREET

FAIRFAX, VIRGINIA 22030

(703) 385-8008

TELEFAX: (703) 385-2896

March 29, 1989

ANDREW G. BURY, JR.

J. THOMAS FROMME, II

RUSSELL E. SHERMAN\*

JACOB D. BOURNAZIAN\*\*

\*MEMBER D.C. BAR ALSO

\*\*MEMBER D.C. AND MD. BAR ALSO

WOODBIDGE OFFICE:

"TACKETT'S MILL"

2239-H TACKETT'S MILL DRIVE

WOODBIDGE, VIRGINIA 22192

(703) 494-8004

(METRO) 643-1852

Mr. Leslie G. Jones  
Dulles Equities, Inc.  
8300 Boone Boulevard  
Suite 750  
Vienna, Virginia 22030

Re: Armed Forces Electronics, Ltd. Annual Report

Dear Mr. Jones:

Enclosed herewith please find the fully prepared Annual Report for Armed Forces Electronics, Ltd. Please endorse and date the Annual Report where provided on the bottom right-hand side of the Annual Report. Once you have endorsed the Report, please forward the Report along with the enclosed Notice of Assessment of Registration Fee plus a check for \$50.00 for the registration to the State Corporation Commission in the enclosed envelope. A copy of the Annual Report has been retained by this firm in your corporate file and in your Corporate Minute Book.

Also, enclosed herewith please find my resignation as a member of the Board of Directors of Armed Forces Electronics, Ltd. Please advise me of the name or names of the individuals that you wish to have added as the members of the Board of Directors of Armed Forces Electronics, Ltd. Upon notification of the new directors, I will prepare Minutes of a Special Meeting of the stockholders to elect new directors.

If you have any questions, please call me.

Best regards.

Very truly yours,

J. Thomas Fromme, II

JTF:pm  
Enclosure

PLAINTIFF'S  
EXHIBIT

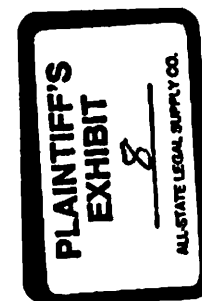
2  
ALL-STATE LEGAL SUPPLY CO.

EXHIBIT "A"

ARMED FORCES ELECTRONICS, LTD. - ACCOUNTS RECEIVABLE - 1990

SS NUMBER	DATE	NAME	BEGINNING BALANCE	CURRENT BALANCE	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
267-87-6131	12/13/89	AARON, CHRISTOPHER C.	1,289.16	0.00	107.43	214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
328-74-2382	8/9/89	ACKINS, LEROY A.	859.44	0.00	107.43	214.86	107.43	107.43	107.43	107.43	107.43				
257-23-4167	9/14/89	ADAMS, MICHAEL	1,373.52	(60.00)	119.46	238.92	119.46	119.46	119.46	119.46	119.46	119.46	119.46	119.46	119.46
211-58-1280	2-15-89	ADAMS, TRACY	178.71	0.00	59.57	119.14									
177-50-1306	6/7/89	ADAMSKI, KIMBERLY A.	748.50	118.00	124.75	249.50	124.75	124.75	6.75	0.00	0.00	0.00	0.00		
160-66-3136	2/26/90	AIKMAN, STEVEN P.	1,396.44	1,396.44		0.00	0.00		0.00	0.00	0.00	0.00	0.00		
214-90-9682	5/14/90	AKER, KENNETH J.	1,338.60	780.85						0.00	223.10	111.55	111.55	111.55	
224-17-8109	7/18/90	AKINE, JERRY L.	1,338.60	790.40							0.00	171.55	153.55	111.55	111.55
412-51-1883	7/16/90	ALEXANDER, KATRINA E.	1,536.87	1,331.09								102.89	102.89		
261-63-7414	3/21/90	ALEXANDER, TODD A.	1,284.16	317.29			107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
259-08-7240	11/17/89	ALLEN, JR., LARRY	586.92	(0.09)	97.91	97.82	48.91	48.91	48.91	48.91	48.91	48.91	48.91	48.91	
366-94-3462	5/15/90	ALLEN, MARK A.	1,205.76	1,103.51					0.00	55.00	47.25	0.00	0.00		
585-33-3382	7/24/89	ALLMAN, CHARLES E.	338.76	(2.28)	48.72	97.44	48.72	48.72	48.72	48.72					
389-78-7450	7/9/90	ALTENHOFFEN, THOMAS A.	1,134.72	504.32						126.08	0.00	126.08	126.08	126.08	126.08
260-43-6477	5-22-89	ALTHAN, DONALD	537.15	0.00	107.43	214.86	107.43	107.43							
278-72-3075	11/16/89	ANDERSON, ELIZABETH	849.40	(2.55)	77.45	154.90	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45	
562-94-9936	2-22-89	ANDERSON, LORA	626.75	(125.35)	125.35	250.70	125.35	125.35	125.35						
582-61-9515	5/29/90	ANDINO, RAMIREZ W.	1,158.12	964.62						96.51	96.51	0.48	0.00		
152-74-9516	8/29/89	ANDREW, MARTIN	1,342.90	924.00	103.30	206.60	103.30	5.70	0.00	0.00	0.00	0.00	0.00		
269-72-8114	3/23/90	ANDREWS, JR., WALTER C.	1,127.40	152.83	64.51	93.95	93.95	93.95	93.95	93.95	93.95	93.95	93.95	93.95	93.95
524-47-4037	7/12/89	ANTONELLI, EDWARD L.	357.05	(32.15)	48.65	97.30	48.65	48.65	48.65	48.65					
221-70-1385	2/28/90	APLIN, JIMMY W.	1,290.24	750.20		0.00		110.00		0.00	215.00	107.52	107.52		
583-95-9281	6/20/90	APONTE, JOSE	1,326.36	773.71						110.53	110.53	110.53	110.53	110.53	110.53
563-39-1309	3/2/90	ARCELLANO-RUIZ, JOSE L.	1,767.30	589.10		117.82	117.82	117.82	117.82	117.82	117.82	117.82	117.82	117.82	117.82
009-48-8720	5/12/90	ASSALI, SCOTT C.	1,287.72	426.55						217.31	107.31	107.31	107.31	107.31	107.31
524-33-0823	10/26/89	AUSTIN, GREGORY R.	1,074.30	0.00	107.43	214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	
454-47-5177	3-24-89	AUXIER, RONALD	312.87	(0.00)	104.29	208.58									
161-66-2903	10/17/89	AVERY, GERALD	1,435.90	(0.00)	143.59	287.18	143.59	143.59	143.59	143.59	143.59	143.59	143.59	143.59	143.59
590-28-7003	5/1/90	BAKER, STEPHEN C.	1,576.05	1,470.98					0.00	0.00	0.00	0.00	0.00	0.00	
261-59-6859	5/14/90	BALLET, TENNA R.	532.20	532.20						0.00	0.00	0.00	0.00	0.00	
545-13-9420	9/26/89	BARDEE, NATHAN	430.74	0.00	47.86	95.72	47.86	47.86	47.86	47.86	47.86	47.86	47.86	47.86	
074-70-4657	10/4/89	BARNES, CHARLES R.	1,763.04	364.54		366.92	146.92	146.92	146.92	146.92	146.92	146.92	146.92	146.92	146.92
315-66-6185	7/17/90	BARRICKLOW, ERIC D..	1,158.12	675.57						0.00	0.00	0.00	0.00	0.00	
471-84-1215	5/7/90	BARTLETT, KURT A.	1,158.12	1,158.12											
227-86-8718	7/11/89	BATCHELOR, CHRISTOPHER	578.09	(100.00)	96.87	193.74	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
266-57-9432	4/15/90	BATTLE, TYRONNE	885.90	413.42				59.06	59.06	59.06	59.06	59.06	59.06	59.06	59.06
523-51-5592	8/15/90	BAUMGARTNER, BRADY H.	1,338.60	1,115.50								111.55	0.00	0.00	111.55
393-86-9642	8/29/89	BEASLEY, JOSEPH	656.47	(80.00)	81.83	163.66	81.83	81.83	81.83	81.83	81.83	81.83	81.83	81.83	81.83
585-66-0587	6/7/90	BEATTY, SCOTT A.	853.80	569.20						0.00	0.00	71.15	71.15	71.15	71.15
563-53-0411	8/30/89	BECK, FRANCINE	303.90	(0.00)	153.30	150.60									
437-49-6302	5-11-89	BEE, ALVIN K.	483.60	68.40	81.45	162.90	81.45	81.45	7.95	0.00	0.00	0.00	0.00	0.00	
586-74-0796	3/5/90	BENAVENIE, ROSA P.	1,748.55	389.11	96.87	96.87	116.57	233.14	116.57	116.57	116.57	116.57	116.57	116.57	116.57
488-86-8981	3/29/90	BENBROOK, LYNN R.	714.84	178.71				119.14	59.57	59.57	59.57	59.57	59.57	59.57	59.57
580-08-9151	7/19/90	BENJAMIN, DENISE	1,338.60	669.30							223.10	111.55	111.55	111.55	111.55
351-64-7468	6/5/90	BENNIEFIELD, PATRICE A.	1,174.20	684.95						97.85	0.00	97.85	97.85	97.85	97.85
371-92-0700	4/16/90	BENSON, EILENE J.	1,247.52	419.06				103.96	103.50	103.50	103.50	103.50	103.50	103.50	103.50

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ARMED FORCES ELECTRONICS, LTD. - ACCOUNTS RECEIVABLE - 1990

SS NUMBER	DATE	NAME	BEGINNING BALANCE	CURRENT BALANCE	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
255-55-5335	5/11/90	BENTON, ZIRIE S.	977.40	488.70						81.45	81.45	81.45	81.45	81.45	81.45
393-76-3735	4/11/90	BERGERON, HEATH A.	532.20	532.20					0.00	0.00	0.00	0.00	0.00		
569-11-3065	10/2/89	BERGHOLM, ROXANNE M.	566.84	529.84	37.00	0.00			0.00	0.00	0.00	0.00	0.00		
503-88-3191	4/12/90	BERNIE, MARIO J.	1,289.16	1,289.16					0.00	0.00	0.00	0.00	0.00		
298-70-1715	4-30-89	BERRY, BLAKE E.	230.74	7307.68	47.86	95.72	47.86	47.86			113.30	88.82	48.50		48.50
298-70-1715	7/23/90	BERRY, BLAKE E.	1,699.50	1,651.00					98.20	98.20	98.20	98.20	98.20	98.20	98.20
503-76-1269	2/21/90	BERRY, DEBORAH L.	1,178.40	196.40					0.00	0.00	0.00	0.00	0.00		
540-15-5011	12/5/89	BERTMAN, JAMES P.	929.40	691.95	80.00	80.00	77.45	0.00			98.20	98.20	98.20	98.20	98.20
591-44-3729	2-22-89	BETHANCOURT, INDIRA	193.74	0.00	96.87	96.87					81.83	81.83	81.83	5.87	
462-67-1285	10/10/89	BILBRAY, ROBERT	820.13	(4.04)	81.83	163.66	81.83	81.83	81.83	81.83	81.83	81.83	81.83	84.00	84.00
589-38-8918	1/19/90	BISHOP, TROY L.	977.40	301.40	84.00		0.00	88.00	84.00	84.00	84.00	0.00	84.00	136.88	136.88
300-66-7461	8/28/90	BLACKSHIRE, HELEN V.	1,642.56	1,081.92											
594-20-3315	8/30/90	BLAKE, TAMMI C.	1,326.36	884.24								110.53	110.53	110.53	110.53
253-45-0711	3-17-89	BLANKUMSEE, DONNA	178.71	0.00	59.57	119.14			0.00	0.00	0.00	0.00	0.00		
541-17-2553	7/10/89	BLENDER, MELISSA	968.70	968.70		0.00					0.00	0.00	0.00		
355-52-5901	10/5/90	BLISS, MARION J.	974.88	731.16										81.24	81.24
523-90-4993	12/11/89	BLISSETT, DIANA M.	746.24	(0.00)	67.84	135.68	67.84	67.84	67.84	67.84	67.84	67.84	67.84	67.84	
307-88-9503	6/14/89	BLUM, ROBERT H.	292.32	(12.72)	48.72	97.44	48.72	48.72	48.72	12.72					
134-58-4867	3-21-89	BOATHRIGHT, PAMELA	551.80	(110.36)	110.36	220.72	110.36	110.36	110.36						
262-85-0072	2/28/90	BONNER, MONICA M.	701.28	(84.10)	118.44		58.44		58.44		144.44	144.37	144.37	144.37	144.37
262-85-0072	8/1/90	BONNER, MONICA M.	2,165.55	(876.81)											
218-84-5278	4/6/90	BOOTH, JACK A.	587.76	195.92				48.98	48.98	48.98	48.98	48.98	48.98	48.98	48.98
046-70-5350	2-21-89	BORIA, MAGALLY	419.65	(6.48)	83.93	167.86	83.93	83.93	6.48	0.00					
193-60-5122	9/14/89	BOYKIN, JR., RICHARD G.	733.05	(0.00)	81.45	162.90	81.45	81.45	81.45	81.45	81.45	81.45			
365-66-9646	7/20/90	BRADDOCK, LAUNCE C.	1,582.98	1,037.88							109.02		109.02	109.02	218.04
056-68-1103	6/6/89	BRADLEY, STEPHEN M.	749.25	(124.00)	124.75	249.50	124.75	124.75	124.75	124.75					
061-66-0245	9/19/89	BRAITMAITE, STOKELY M.	881.00	(2.80)	98.20	196.40	98.20	98.20	98.20	98.20	98.20	98.20	98.20	98.20	98.20
487-92-4520	6/7/90	BRATTON, CRAIG A.	1,158.12	577.72							97.85	96.51	96.51	96.51	96.51
245-31-8619	9/20/89	BRATCHER, JAMIE R.	883.80	0.00	98.20	196.40	98.20	98.20	98.20		98.20	98.20			
245-31-8619	7/18/90	BRATCHER, JAMIE R.	1,971.10	1,971.10											
137-60-2176	4-6-89	BREFFD, WILLIAM	143.54	(11.00)	94.52	110.04				0.00	0.00	97.85	97.85	97.85	293.55
421 21 4458	4/17/90	BREWER, RICHARD	143.54	201.10									60.65	60.65	60.65
439 29 3193	9/4/90	BRIENS, BENJAMIN	121.80	545.85											
217-11-0129	12/10/89	BRIGNER, KAREN E.	1,723.08	(0.00)	143.59	287.18	143.59	143.59	143.59	143.59	143.59	143.59	143.59	143.59	143.59
578-78-9515	9/10/90	BRODY, TYRONE M.	2,141.40	1,713.12											
335-72-6801	6/14/90	BROMELY, JOSEPH W.	1,699.50	1,019.70						113.30	113.30	113.30	113.30	113.30	113.30
335-72-6801	4-19-89	BROMLEY, JOSEPH W.	491.00	0.00	98.20	196.40	98.20	98.20	0.00						
459-15-7940	7/18/90	BROOKS, DARRIN E.	1,978.35	1,582.57							131.89	0.00	131.89	0.00	132.00
083-66-8099	7/6/90	BROOKS, FREDERICK S.	1,950.90	1,950.90							0.00	0.00	0.00	0.00	
205-64-8590	1/29/90	BROOKS, KIM A.	1,715.04	142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92
591-34-4669	7/24/89	BROWN, CARSON	751.44	(0.57)	107.43	214.86	107.43	107.43	107.43	107.43					
423-13-7152	9/12/90	BROWN, CONRAD	614.88	461.16											
221-50-9329	4-5-89	BROWN, DARREN	904.62	0.00	116.00	116.00		116.00	116.00	232.00	116.00	92.62	0.00		
120-66-6530	3/3/90	BROWN, LEANNA S.	1,289.16	214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
251-29-9586	8/24/90	BROWN, LEWIS	1,305.45	725.25								145.05	145.05	145.05	145.05
291-64-9011	5/16/90	BROWN, MARK A.	1,320.24	557.06					110.02	108.86	108.86	108.86	108.86	108.86	108.86

22-Jan-91 2

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ARMED FORCES ELECTRONICS, LTD. - ACCOUNTS RECEIVABLE - 1990

SS NUMBER	DATE	NAME	BEGINNING BALANCE	CURRENT BALANCE	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
237-31-7508	12/11/89	BROWN, MICHELLE	1,289.16	107.43	107.43	214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	
529-47-7745	3/28/90	BROWN, STUART M.	1,715.04	571.68				142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92
504-94-3059	5/24/89	BRUINING, WILLIAM P.	300.32	(75.08)	75.08	150.16	75.08	75.08							
275-86-2900	10/3/89	BUNN, JR., MELVIN E.	1,141.80	(178.14)	114.18	228.36	114.18	114.18	114.18	114.18	114.18	135.50	135.50	135.50	135.50
275-86-2900	8/22/90	BUNN, MELVIN	1,416.96	1,281.46											
570-65-9322	8/22/89	BURNS, ROBERT	653.18	0.00	59.38	118.76	59.38	59.38	59.38	59.38	59.38	59.38	59.38	59.38	
290-70-1735	12/14/89	BURRIS, MARGARET G.	714.84	0.00	59.57	119.14	59.57	59.57	59.57	59.57	59.57	59.57	59.57	59.57	59.57
279-86-5846	8/20/90	BUSH, MICHAEL D.	1,683.90	1,234.86								0.00	224.52	112.26	112.26
260-49-8727	4/16/90	BUTLER, DAVID A.	1,095.72	366.55				90.00	91.31	91.31	91.31	91.31	91.31	91.31	91.31
212-76-0765	7/19/90	BUTLER, JEFFREY W.	983.88	815.88							0.00	0.00	0.00	84.00	84.00
218-90-5757	6/19/89	BUTLER, JR., ROBERT	581.22	91.44	96.87	193.74	96.87	96.87	5.43	0.00	0.00	0.00	0.00	0.00	
530-56-1734	6/26/90	CAMP, KELLY	1,699.50	1,130.50						0.00	113.00	0.00	228.00	0.00	228.00
139-78-7487	10/25/89	CANTON, ROBERT	1,684.15	127.06	129.95	259.48	129.74	129.74	129.74	129.74	129.74	129.74	129.74	129.74	129.74
548-37-4451	4/5/90	CANTU, ROBERTO	1,290.24	317.60					327.52	107.52	107.52	107.52	107.52	107.52	107.52
539-74-2347	6/28/89	CANTU, ROXANNE	250.75	(50.15)	50.15	100.30	50.15	50.15	50.15						
044-62-3219	4/11/90	CARDINAL, WILLIAM	977.40	325.80				81.45	81.45	81.45	81.45	81.45	81.45	81.45	81.45
471-84-1566	4/27/90	CARPENTER, DARREN G.	885.90	472.48				59.06	59.06	59.06	59.06	59.06	59.06	59.06	59.06
449-65-3008	8/24/89	CARSON, ALICE	838.64	0.00	76.24	152.48	76.24	76.24	76.24	76.24	76.24	76.24	76.24	76.24	76.24
451-31-1916	11/17/89	CARTER, JOSEPHUS D.	891.96	(26.34)			81.83	81.83	81.83	81.83	81.83	81.83	81.83	81.83	
189-56-1667	5/30/89	CARTER, KOYHA E.	296.28	(0.00)	49.38	98.76	49.38	49.38	49.38						
537-94-6593	4-10-89	CASTRO, JR., JOSE T.	138.60	0.00	48.72	89.88									
092-60-9904	5/11/90	CHAVIS, TODD A.	522.96	299.46					90.58	43.58	43.58	43.58	2.18	0.00	
303-90-6540	1/16/90	CHENEY, TAMMIE R.	1,396.44	232.74	110.37	116.37	116.37	116.37	116.37	116.37	116.37	116.37	116.37	116.37	116.37
425-59-0153	5/18/90	CHILDRESS, REKIO R.	1,158.12	579.06				0.00	0.00	96.51	96.51	96.51	96.51	96.51	96.51
203-54-9077	8/2/89	CLARK, SHON T.	607.00	(44.60)	81.45	162.90	81.45	81.45	81.45	81.45	81.45	81.45			
335-76-9559	11/15/89	CLARK, TILFORD	1,234.16	103.29	55.00	162.43	107.43	107.43	107.43	107.43	107.43	161.43	107.43	107.43	
589-36-0220	5-10-89	CLARKE, DEBORAH A.	314.66	(78.69)	78.69	157.28	78.69	78.69							
259-45-2298	12/5/89	CLAY, LOVIE J.	714.84	119.14		119.14	59.57	59.57	59.57	59.57	59.57	59.57	59.57	59.57	
600-12-7281	6/19/89	COLELLA, LISA M.	462.45	(92.49)	92.49	184.98	92.49								
142-56-8213	7/12/90	COLZIE, EDRICK G.	1,855.35	1,731.66							123.69	0.00	0.00		
446-66-2324	5/14/90	CONAWAY, MARISA D.	1,158.12	585.57					0.00	0.00	96.51	96.51	146.51	136.51	96.51
555-11-3794	4/4/90	CONLEY, ANTHONY D.	1,289.16	1,289.16					0.00	0.00	0.00	0.00	0.00		
496-90-1155	3-22-89	COPENHAVER, DALE	317.13	0.00	105.71	211.42									
267-51-4265	7/11/89	CORLISS, CRAIG W.	570.15	(0.00)	81.45	162.90	81.45	81.45	81.45	81.45					
314-80-7826	8/11/89	CORNE, LARRY E.	712.56	0.00	59.38	118.76	59.38	59.38	59.38	59.38	59.38	59.38	59.38	59.38	59.38
022-58-3569	7/21/89	CORTEZ, HERNARDO O.	843.22	233.06	120.46	240.92	120.46	120.46	7.86	0.00	0.00	0.00	0.00		
227-04-5242	3/23/90	COTNER, EILEEN M.	1,605.90	1,125.58	51.86	51.86	(12.50)	126.60	52.50	52.50	52.50	52.50	52.50		
468-74-1080	7/26/89	COUGILL, STEPHEN D.	751.95	(107.49)	107.43	214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43		
403-21-5612	5/10/90	COX, CARMEN D.	1,163.52	678.62					96.96	0.00	0.00	99.00	99.00	100.00	89.94
143-62-6910	2/6/90	CRAWN, DEAN J.	1,162.44	193.74		96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
424-94-1224	7/11/90	CROCKETT, CHARLIE J.	885.72	590.48							73.81	73.81	73.81	73.81	73.81
150-62-0874	9/26/89	CROUCH, FRANK E.	1,027.62	799.26	114.18	114.18									
207-50-4421	6/21/89	CROWLEY, JR., WILLIAM H.	577.21	(110.70)	110.76	110.76	110.76	355.63							
585-41-6774	10/16/89	CUELLAR, RICHARD M.	1,531.48	117.64	117.82	235.64	117.82	117.82	117.82	117.82	117.82	117.82	117.82	117.82	117.82
187-58-4123	5/22/90	CUNNINGHAM, ADRIAN	1,683.90	895.34					115.00	112.26	112.26	112.26	112.26	112.26	112.26
436-49-7130	1/25/90	DAIGLE, JOEY	1,851.45	1,106.67	119.46	246.86	123.43	123.43	123.43	8.17	0.00	0.00	0.00		

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SS NUMBER	DATE	NAME	BEGINNING BALANCE	CURRENT BALANCE	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
175-56-7075	3/5/90	DALTON, VICTOR T.	1,139.28	284.82		0.00	94.94	94.94	94.94	94.94	94.94	94.94	94.94	94.94	94.94
266-85-3714	2/6/90	DANIELS, TREVUS A.	1,396.44	349.11		116.37	116.37	116.37	116.37	116.37	116.37	116.37	116.37	116.37	116.37
429-25-1936	6/22/89	DAVIS, ANGELA	557.22	(0.50)	92.87	185.74	92.87	92.87	5.43	69.44	0.00	18.50	56.64	56.64	56.64
204-68-3191	7/13/90	DAVIS, MARK D.	358.75	130.19											
204-68-3191	5-10-89	DAVIS, MARK D.	407.25	(0.00)	81.45	162.90	81.45	81.45				56.64	56.64	56.64	56.64
463-23-5716	7/18/90	DAVIS, MARY C.	1,019.28	594.58							84.94	84.94	84.94	84.94	84.94
250-21-0595	2-22-89	DAVIS, TRACY L.	266.61	0.00	87.35	174.70	4.56								
278-72-4526	8/9/89	DEAL, ADAM B.	739.92	0.00	92.49	184.98	92.49	92.49	92.49	92.49	92.49	92.49	92.49	92.49	92.49
572-51-5955	6/28/90	DERHA, CHRISTIAN S.	1,174.20	478.50							0.00	200.00	100.00	297.85	97.85
434-21-0247	7/3/90	DERRICK, JAMES M.	1,855.35	1,236.90							123.69	123.69	123.69	123.69	123.69
543-15-4513	4/11/90	DETERING, TINA MARIE	1,162.44	391.35							96.87	96.87	96.87	96.87	96.87
177-52-5957	4/17/90	DEVAUGHN, SHAWN L.	977.40	325.80							81.45	81.45	81.45	81.45	81.45
192-56-7039	6/21/89	DE'LOACH, ANTOINE F.	497.60	(0.00)	62.20	124.40	62.20	62.20	62.20	62.20	0.00	0.00	0.00	0.00	0.00
120-66-6066	6/22/90	DIAHOND, TIMOTHY J.	734.40	426.60							0.00	0.00	124.20	61.20	61.20
030-66-1066	4/10/90	DIBBLE, JUSTIN	596.88	506.88					0.00	40.00	0.00	0.00	50.00		
558-43-9240	9/18/89	DICKERSON, DEREK	677.93	(46.55)	91.64	182.14	90.14	90.14	90.14	90.14	90.14	90.14	90.14	90.14	90.14
366-72-1795	3/16/90	DIERKES, ROBYN L.	1,162.44	576.70		0.00		96.87	96.87	96.87	96.87	1.39	96.87		100.00
191-62-7396	6/21/89	DIXON, JR., WILLIAM	484.08	(81.45)	161.36	322.72			81.45						
540-96-1932	2/10/90	DOCKERY, WALLACE B.	1,534.32	467.08	77.45	85.85	78.50	78.50	78.50	78.50	78.50	127.86	127.86	127.86	127.86
502-02-5497	10/17/90	DOCKTOR, CHRISTOPHER R.	804.96	603.72										134.16	67.08
051-70-2940	10/13/89	DOWNAVICK, MICHAEL	968.70	0.00	96.87	193.74	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
524-11-5034	6/27/90	DORAN, VERDY A.	1,699.50	1,699.50							0.00	0.00	0.00	0.00	0.00
600-05-9133	5-3-89	DOSS, ROBERT M.	427.15	(107.43)	107.43	212.29	107.43	107.43			0.00	0.00	0.00	0.00	0.00
529-17-0992	6/15/90	DOVERS, LEWIS T.	1,338.60	669.30						111.55	111.55	111.55	111.55	111.55	111.55
171-46-6153	6/26/89	DOHLING, DAWN H.	1,154.97	(0.00)	128.33	256.66	128.33	128.33	128.33	128.33	128.33	128.33	128.33	128.33	128.33
478-92-3847	3/29/90	DOKNS, COREY G.	1,162.44	1,063.44				99.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
119-58-3858	5-9-89	DRUMMOND, IRINA C.	484.35	0.00	96.87	193.74	96.87	96.87							
020-58-2654	8/9/89	DUEST, PETER F.	1,178.20	0.00	117.82	120.40			0.00	0.00	0.00	0.00	939.98		
204-02-4171	7/7/89	DUHN, MICHAEL	486.15	(12.60)	81.45	162.90	81.45	81.45	81.45	10.05					
314-92-6754	9/12/90	DUHN, SHERRY L.	730.80	476.10									132.90	60.90	60.90
565-57-8652	5/24/89	DWYER, CARL B.	296.28	(0.00)	49.38	98.76	49.38	49.38	49.38						
175-48-3257	1/9/90	DYKES, BRIAN K.	1,289.16	(2.57)	110.00	214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
130-66-4714	10/4/89	EAGER, JR., JOHN J.	968.70	0.00	96.87	193.74	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
447-66-0071	8/7/90	EBERHARDT, GREGORY D.	1,010.04	673.36						84.17	0.00	84.17	84.17	84.17	84.17
263-74-2424	12/12/89	EDGINGTON, SCOTT E.	1,578.29	533.31		98.00	105.22	105.22	105.22	105.22	105.22	105.22	105.22	105.22	105.22
409-47-0073	10/9/89	EDINBURGH, DEREK C.	493.80	(0.00)	49.38	98.76	49.38	49.38	49.38	49.38	49.38	49.38	49.38	49.38	49.38
534-54-5031	5/10/90	EDISON, JAMES T.	953.52	(40.46)					79.46	0.00	0.00	79.46	158.92	79.46	596.68
254-53-4677	4/25/90	EDWARDS, CHERYL L.	1,095.72	58.55				91.31	74.31	91.31	91.31	91.31	91.31	91.31	415.00
464-71-6324	2/5/90	ELMORE, LEAH M.	1,386.36	26.07	82.59	237.93	115.53	115.53	115.53	115.53	115.53	115.53	115.53	115.53	115.53
301-20-3222	4/27/90	EVANS, SCOTT A.	690.21	153.38					76.69	76.69	76.69	76.69	76.69	76.69	76.69
432-31-2472	5/14/90	EZELL, DONNA A.	724.56	301.90					60.38	60.38	60.38	60.38	60.38	60.38	60.38
521-22-5572	1/22/90	FALLIS, KEVIN M.	977.40	160.80		162.90		83.55	81.45	81.45	81.45	81.45	81.45	81.45	81.45
277-3-7522	11/15/89	FARISH, AMY	1,162.44	0.00	96.87	193.74	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
327-4-5522	7/6/89	FARKAS, ANTHONY S.	464.70	(77.45)	77.45	154.90	77.45	77.45	77.45	77.45					
234-20-5772	8/9/90	FEAZELL, TANYA Y.	1,683.90	1,174.86								112.26	112.26	112.26	172.26
234-20-5772	4-6-89	FERRELL, JOSEPH H.	458.52	0.00	114.63	229.26	114.63								

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578-82-5986	4/24/90	FIKES, JONATHAN K.	1,705.35	795.52				114.00	113.69	113.69	113.69	113.69	113.69	113.69	113.69
352-70-6962	4-19-89	FISHER, KERRY W.	1,241.68	0.00	112.88	225.76	112.88	112.88	112.88	112.88	112.88	112.88	112.88	112.88	
449-39-8944	10/26/89	FITZGERALD, DEBORA A.	1,153.44	60.11	156.19	312.38	156.19	156.19	156.19	156.19					
585-49-4679	4-6-89	FLEMING, GARY G.	369.96	0.00	92.49	184.98	92.49	0.00	0.00						
575-13-7831	9/4/90	FLORES, VINCENT	1,326.36	881.77									223.53	110.53	110.53
258-53-1424	2/28/90	FLOYD, DEMETRICIA D.	711.36	296.40		0.00	(1.00)	59.28	59.28	59.28	59.28	59.28	59.28	59.28	59.28
146-80-0320	10/28/89	FOGG, MEGAN P.	1,114.44	78.61		200.00	92.87	92.87	92.87	92.87	92.87	92.87	92.87	92.87	92.87
281-68-2826	7/10/89	FOLDEN, GINA H.	730.03	(0.00)	104.29	208.58	104.29	104.29	104.29	104.29	104.29	104.29	104.29	104.29	104.29
565-25-6019	12/15/89	FORVILLE, CYNTHIA A.	714.84	59.57		119.14	59.57	59.57	59.57	59.57	59.57	59.57	59.57	59.57	59.57
459-67-8870	10/28/89	FOREMAN, STEPHANIE L.	982.00	0.00	98.20	196.40	98.20	98.20	98.20	98.20	98.20	98.20	98.20	98.20	98.20
419-15-0483	12/15/89	FOSTER, JR., JAMES A.	1,289.16	107.43		214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
256-49-1128	1/25/90	FRANKLIN, OTIS D.	1,430.76	238.46	119.23	119.23	119.23	119.23	119.23	119.23	119.23	119.23	119.23	119.23	119.23
077-58-0883	2/1/90	FREDERICK, DONALD C.	784.68	10.20	55.19	130.78	65.39	65.39	65.39	65.39	65.39	65.39	65.39	65.39	65.39
247-59-9411	8/16/89	FRENCH, JEREMY L.	380.74	(2.14)		47.86	95.72	47.86	47.86	47.86	47.86	47.86	47.86	47.86	47.86
310-90-5763	4-20-89	FRITZ, CHRISTOPHER J.	390.00	(98.20)	98.20	193.60	98.20	98.20	98.20	98.20	98.20	98.20	98.20	98.20	98.20
460-39-0999	12/13/89	FUENTES, JR., ANDRES	574.32	(2.14)	50.00	143.58	47.86	47.86	47.86	47.86	47.86	47.86	47.86	47.86	47.86
564-21-0747	10/11/89	GALER, CHRISTINA	851.95	697.05	77.45	0.00	77.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
172-64-4417	8/23/89	GALLAGHER, CHARLOTTE	421.66	(35.00)	50.74	101.48	50.74	50.74	50.74	50.74	50.74	50.74	50.74	50.74	50.74
069-72-5938	12/20/89	GALLIMORE, VINCENT A.	1,289.16	0.00		322.29	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
438-53-1248	8/22/89	GALLOWAY, MELISSA	697.05	77.45	77.45	154.90	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45
472-98-9218	4-6-89	GENTILE, THOMAS	566.08	(53.84)	88.56	177.12	88.56	88.56	88.56	88.56	88.56	88.56	88.56	88.56	88.56
549-02-1333	9/27/89	GENTRY, GERALD E.	439.35	(33.05)	77.05	154.10	77.05	77.05	77.05	77.05	77.05	77.05	77.05	77.05	77.05
134-54-2546	7/13/89	GEORGER, ALANA	292.32	(48.72)	48.72	97.44	48.72	48.72	48.72	48.72	48.72	48.72	48.72	48.72	48.72
494-88-6705	11/30/89	GILMORE, LISA L.	989.00	141.80	70.60	141.20	70.60	70.60	70.60	70.60	70.60	70.60	70.60	70.60	70.60
148-52-9547	7/10/90	GIST, LEROY	1,338.60	778.40											
250-49-2095	12/27/89	GLOVER, ANTHONY	682.44	(22.04)		160.74	56.87	430.00	56.87	0.00	0.00	0.00	0.00	0.00	0.00
234-13-9538	4-10-89	GOINS, JR., DONALD H.	491.00	0.00	98.20	196.40	98.20	98.20	98.20	98.20	98.20	98.20	98.20	98.20	98.20
050-60-1531	5/3/90	GONZALEZ, JOSE R.	923.88	382.94					79.00	76.99	76.99	76.99	76.99	76.99	76.99
331-64-5927	10/18/89	GONZALEZ, JR., CRUZ C.	774.50	(0.00)	77.45	154.90	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45
418-19-7390	7/26/90	GRACE, KEVIN A.	1,174.20	782.80											
508-98-8196	5/8/90	GRAFF, JAMES T.	1,158.12	519.06						126.51	96.51	126.51	96.51	96.51	96.51
048-72-0176	9/11/89	GRANT, CAROLE	655.27	655.27		0.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00
134-56-1199	1/15/90	GRATE, CHERYL P.	1,289.16	214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
239-29-9333	7/23/90	GRAY, ANTHONY W.	936.60	858.60											
249-41-1991	9/24/90	GRAY, MICHAEL	1,385.40	1,039.05											
249-41-1991	5/1/90	GRAY, MICHAEL J.	1,205.76	703.36				100.48	100.48	100.48	100.48	100.48	100.48	100.48	100.48
251-49-5509	8/8/89	GREENE, CRAIG	650.72	0.00	92.96	185.92	92.96	92.96	92.96	92.96	92.96	92.96	92.96	92.96	92.96
558-85-7712	12/13/89	GREENWOOD, KENNETH W.	931.68	(0.00)	77.64	155.28	77.64	77.64	77.64	77.64	77.64	77.64	77.64	77.64	77.64
088-58-4639	12/4/89	GRIFFITH, JAIKE R.	585.73	10.93	73.57	147.14	73.57	73.57	73.57	73.57	73.57	73.57	73.57	73.57	73.57
527-61-2107	1/18/90	GRIGGS, LAROLD	1,430.76	238.36		119.24	119.24	119.24	119.24	119.24	119.24	119.24	119.24	119.24	119.24
436-29-8662	5/30/89	GUIDRY, JR., LAWRENCE	644.58	0.00	107.43	214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
291-78-0637	9/17/90	HAASE, JODI A.	1,326.36	884.24											
217-51-5101	9/26/89	HALL, DONALD J.	722.50	250.40	81.43	162.86	81.43	81.43	81.43	81.43	81.43	81.43	81.43	81.43	81.43
187-54-5125	5-2-89	HALL, DONALD J.	407.27	(0.00)	81.43	162.86	81.43	81.43	81.43	81.43	81.43	81.43	81.43	81.43	81.43
187-54-5125	9/10/90	HALL, DONALD J.	1,158.12	169.59											
468-88-9650	8/30/89	HANBLIN, ELVIS L.	80.95	(80.95)	80.95	80.95	80.95	80.95	80.95	80.95	80.95	80.95	80.95	80.95	80.95

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437-23-5769	6/22/89	HAMILTON, ANGELA	554.94	363.38	92.49	99.07			0.00	0.00	0.00	0.00	0.00		
176-62-7201	3-31-89	HAMKERTLY, JR., ROBERT	231.80	(0.55)	77.45	154.90									
163-62-5551	4-15-89	HANNIFORD, COURTNEY L.	306.08	306.08		0.00			0.00	0.00	0.00	0.00	0.00		
508-08-2082	3/27/90	HANSON, MARK L.	1,162.44	290.61			193.74	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
435-51-3060	3-29-89	HARPER, BRIAN	265.47	0.00	88.49	176.98									
053-68-6718	4/30/90	HARR, LE ANN	532.20	221.75					44.35	44.35	44.35	44.35	44.35	44.35	44.35
078-58-1705	10/30/89	HARRIS, III, EDWARD D.	968.57		96.87	193.74	96.87	96.87	96.87	96.87	96.87	96.87			
078-58-1705	10/9/90	HARRIS, III, EDWARD D.	1,113.36	835.02									92.78	92.78	92.78
411-47-1716	4/16/90	HARRIS, MIA S.	1,162.44	1,162.44					0.00	0.00	0.00	0.00	0.00		
230-33-1711	1/22/90	HARRISON, WINDEL H.	654.24	109.04		54.52			0.00	218.08	54.52	54.52	54.52	54.52	54.52
009-66-7026	3/22/90	HARTWELL, EDWARD S.	1,162.44	387.48		0.00	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
462-29-0905	3/24/90	HARVEL, CHARLES E.	1,162.44	290.61		0.00	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
573-39-6333	7/23/90	HATTON, ADRIAN L.	614.88	348.82							0.00	51.24	51.24	51.24	112.34
335-72-3380	11/24/89	HAVENS, TONY F.	1,017.39	0.00	92.49	184.98	92.49	92.49	92.49	92.49	92.49	92.49	92.49	92.49	92.49
416-92-9026	3/12/90	HAWKINS, STANLEY C.	1,289.16	429.72		0.00	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
255-08-9182	12/5/89	HAYNES, ERIC M.	977.40	(0.00)	81.45	162.90	81.45	81.45	81.45	81.45	81.45	81.45	81.45	81.45	81.45
288-78-8823	6/4/90	HEATH, KARA E.	597.48	256.74						49.79	49.79	49.79	49.79	49.79	49.79
479-92-8602	4/10/90	HEINTZ, MARY	1,767.30	1,767.30					0.00	0.00	0.00	0.00	0.00		
348-62-2472	8/22/89	HELTON, JIMMY	382.97	(0.00)	54.71	109.42	54.71	54.71	54.71	54.71	54.71	54.71	54.71	54.71	54.71
316-86-1592	10/20/89	HENDRICKS, JR., JOHN E.	1,194.10	0.00	119.41	238.82	119.41	119.41	119.41	119.41	119.41	119.41	119.41	119.41	119.41
260-35-0592	4-27-89	HENDRIX, GARRETT	309.80	(77.45)	77.45	154.90	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45
298-58-3325	10/27/89	HERZOG, CHRISTOPHER J.	1,017.39	92.49	92.49	184.98	92.49	92.49	92.49	92.49	92.49	92.49	92.49	92.49	92.49
211-64-2698	9/12/90	HESS, JR., JOHN A.	1,163.52	872.64	48.72	97.44	48.72	48.72					96.96	96.96	96.96
127-56-1972	5-16-89	HESLER, JOHN W.	243.60	0.00											
379-68-8382	5/10/90	HIBBARD, MICHAEL A.	1,832.40	977.28					122.16	122.16	122.16	122.16	122.16	122.16	122.16
562-67-5137	9/28/89	HICKEY, CECILIA	656.84	431.84		0.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00
405-17-7825	9/17/90	HILBERT, SANDRA L.	1,163.52	872.64									96.96	96.96	96.96
095-60-1949	7/23/90	HILL, STEPHEN A.	1,174.20	880.65							97.85	97.85	97.85	97.85	97.85
261-95-4759	5-8-89	HIPPS, ROBERT A.	179.30	(57.86)	47.86	93.58	47.86	47.86							
286-64-0112	11/15/89	HITT, DONALD H.	1,467.12	(2.08)	146.92	293.84	146.92	146.92	146.92	146.92	146.92	146.92	146.92	146.92	146.92
576-23-2638	4-5-89	HODGES, SIGMUND	247.77	(156.69)	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59
576-23-2638	9/25/90	HODGES, SIGMUND E.	626.76	571.76											
543-76-1234	1/8/90	HOFFMAN, CHRISTOPHER G.	1,289.16	140.19	107.43	214.86	107.43	107.43	107.43	203.94	300.45	203.94	203.94	203.94	203.94
543-76-1234	5/22/90	HOFFMAN, CHRISTOPHER G.	1,158.12	342.36								203.94	203.94	203.94	203.94
293-82-0144	8/17/90	HOKE, DUSTIN R.	1,326.36	884.24					100.00	0.00	0.00	0.00	0.00	0.00	0.00
238-13-7614	4-6-89	HOLMES, WILLIAM	571.68	181.54	142.92	147.22			54.71	54.71	54.71	54.71	54.71	54.71	54.71
611-12-8663	10/10/89	ROPPE, KENNETH	547.10	54.71	54.71	109.42	54.71	54.71	54.71	54.71	54.71	54.71	54.71	54.71	54.71
151-56-2993	9/24/90	HUMERICK JR., THOMAS W.	1,867.32	1,657.32									73.50	68.25	68.25
438-49-5231	9/4/89	HUNGER, PHILLIP D.	1,286.28	0.00	142.92	285.84	142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92
432-57-5430	7/25/89	HUNTER, M. TONYA	674.96	(3.13)	96.87	193.74	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
464-23-8812	4/27/90	HURD, OSCAR	539.16	(94.00)					94.00	94.00	0.00	0.00	0.00	0.00	445.16
011-68-4562	12/18/89	HVANG, SONG C.	592.56	(0.00)	49.38	98.76	49.38	49.38	49.38	49.38	49.38	49.38	49.38	49.38	49.38
431-17-2341	4-16-89	ISOM, BOBBY R.	883.34	883.34		0.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00
131-66-2260	2-23-89	JACKSON, BARBARA	429.85	340.08	85.97	3.80			0.00	0.00	0.00	0.00	0.00	0.00	0.00
253-55-0643	4/27/90	JACKSON, CHARLESTON L.	780.72	192.24				133.06	65.06	65.06	65.06	65.06	65.06	65.06	65.06
571-29-7469	11/17/89	JACKSON, ERIC A.	1,313.51	0.00	119.41	238.82	119.41	119.41	119.41	119.41	119.41	119.41	119.41	119.41	119.41



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427-06-9447	8/30/89	JACKSON, HENRY L.	451.35	(0.20)	50.15	100.30	50.15	50.15	50.15	50.15	50.15	13.35	0.00	37.00	
455-83-9874	3/19/90	JACKSON, II, JAMES H.	714.84	238.28		0.00	0.00	59.57	59.57	59.57	59.57	59.57	59.57	59.57	59.57
344-70-6201	10/9/89	JACKSON, IV, EUGENE E.	1,531.66	702.30	117.02	235.64	117.02	117.82	117.82	117.82	4.62	0.00	0.00	0.00	
247-63-8055	11/26/89	JACKSON, SANDY F.	1,610.84	(0.00)	146.44	292.88	146.44	146.44	146.44	146.44	146.44	146.44	146.44	146.44	
290-78-1951	5/17/90	JACKSON, TAPHY L.	1,338.60	776.10					111.55	111.55	111.55	111.55	116.30		
290-78-1951	10/9/90	JACKSON, TAPHY L.	1,553.16	1,294.30										129.43	129.43
343-60-4825	5/31/89	JANUARY, ROBERT L.	262.88	53.19		209.69									
480-96-1419	9/12/90	JARVIS, ANGELA D.	1,827.48	1,466.08										56.82	152.29
480-96-1419	1/3/90	JARVIS, ANGELA D.	1,162.44	285.57	96.87	96.87	96.87	96.87	96.87	96.87	96.87	101.28	97.50		152.29
594-64-5869	4/27/90	JIRENEZ, ABILIO A.	701.28	233.76					116.88	58.44	58.44	58.44	58.44	58.44	58.44
457-15-3850	4/11/90	JOHNSON, CHRISTOPHER S.	977.40	407.25					81.45	81.45	81.45	81.45	81.45	81.45	81.45
458-77-7850	8/28/90	JOHNSON, DARRIN	1,491.48	993.61					0.00	0.00	0.00	0.00	249.29	124.29	124.29
401-02-3455	3/16/90	JOHNSON, DELREO C.	981.96	881.96								100.00	0.00		
449-67-9279	4-10-89	JOHNSON, SANDY A.	290.61	0.00	96.87	193.74									
221-68-4541	4/24/90	JOHNSON, TERRANCE A.	1,705.35	1,705.35					0.00	0.00	0.00	0.00	0.00		
459-39-6185	4/4/90	JOHNSON, TIMOTHY D.	1,396.44	465.48				116.37	116.37	116.37	116.37	116.37	116.37	116.37	116.37
461-69-7857	3/30/90	JOHNSTON, II, THOMAS J.	1,162.44	812.44				100.00	0.00	0.00	0.00	0.00	0.00	100.00	150.00
219-94-1948	10/6/89	JONES, BRIAN C.	1,141.80	0.00	114.18	228.36	114.18	114.18	114.18	114.18	114.18	114.18	114.18		
431-25-5177	5-11-89	JONES, DEMETRIUS L.	407.25	(0.00)	81.45	162.90	81.45	81.45	0.00						
353-60-5411	2-16-89	JONES, DENISE	191.61	0.00	96.87	94.74									
257-31-9215	7/15/89	JONES, EDITH	1,162.44	1,162.44					0.00	0.00	0.00	0.00	0.00		
432-55-3924	1/8/90	JONES, GLEAN B.	1,747.80	349.56	116.52	233.04	116.52	116.52	116.52	116.52	116.52	116.52	116.52	116.52	116.52
523-35-9422	10/18/90	JONES, JAMES C.	609.48	609.48											
237-47-5122	4/6/90	JONES, JAMES H.	1,809.45	710.41				244.63	130.63	120.63	120.63	120.63	120.63	120.63	120.63
594-14-7045	8/24/89	JONES, JEFFERY	574.32	95.72	47.86	95.72	47.86	47.86	47.86	47.86	47.86	47.86	47.86		
253-15-6431	4-3-89	JONES, PAMELA T.	232.35	(0.00)	77.45	154.90									
238-39-4259	2-23-89	JONES, SONYA	429.85	(0.00)	85.97	3.80			43.00	0.00	186.00	0.00	0.00	111.08	
222-56-4676	2-24-89	JONES, WILLIAM K.	192.61	0.00	96.87	95.74									
438-53-3017	6/28/89	JONES, YOLANDA M.	464.70	(77.45)	77.45	154.90	77.45	77.45	77.45	77.45					
527-81-8475	3/22/90	JORDAN, WILLIAM	1,478.64	949.90	103.72	103.72	112.30	104.50	104.50	0.00	0.00	0.00	0.00		
570-11-9368	6/7/90	JULESON, ROBERT	1,338.60	1,003.95						111.55	0.00	0.00	0.00	111.55	111.55
249-43-1837	3/21/90	KEE, PAMELA E.	596.88	149.22		0.00	49.74	49.74	49.74	49.74	49.74	49.74	49.74	49.74	49.74
356-74-4857	4/2/90	KEEN, KENT E.	933.00	870.80				62.20	0.00	0.00	0.00	0.00	0.00		
008-66-9207	5/14/90	KEENER, ROGER F.	977.40	404.70					84.00	81.45	81.45	81.45	81.45	81.45	81.45
214-90-8265	9/19/89	KELLY, JOSEPH N.	832.41	0.00	92.49	184.98	92.49	92.49	92.49	92.49	92.49	92.49			
385-74-1318	10/10/90	KEMP, KANAYWA N.	923.88	692.91										76.99	76.99
380-88-3923	8/9/89	KIDD, ANTHONY D.	570.15	(81.45)	81.45	162.90	81.45	81.45	81.45	81.45	81.45				
191-66-7120	7/18/90	KILLALY, JOHN C.	1,484.06	1,078.38								101.42	101.42	101.42	101.42
092-62-7854	6/12/90	KING, JOSEPH A.	1,423.92	1,302.92						0.00	121.00	0.00	0.00	0.00	
210-62-8646	7/10/90	KING, TERRY R.	614.88	450.88							52.00	52.00	0.00	60.00	
436-29-2281	6/14/89	KINGSTON, ERIC	292.32	0.00	48.72	97.44	48.72	48.72	48.72						
369-92-0433	4-11-89	KIRNA, DAVID G.	728.15	0.00	104.00	3.00			0.00	0.00	0.00	0.00	621.15		
432-15-1124	5/30/89	KIRBY, STACY L.	301.38	(597.54)	43.58	87.16	48.18	44.50	96.50	96.50	96.50	96.50	96.50	96.50	96.50
262-69-0420	10/31/89	KNOULES, MELODY	1,407.12	(0.00)	108.24	216.48	108.24	108.24	108.24	108.24	108.24	108.24	108.24	108.24	216.48
220-86-7236	6/23/89	KOGER, DAVID	245.00	0.00	49.00	98.00	49.00	49.00							
220-86-7236	5/15/90	KOGER, DAVID N.	978.48	407.70					81.54	81.54	81.54	81.54	81.54	81.54	81.54

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211-58-9972	8/4/89	KOLOVANI, GIHA M.	335.88	(6.18)	47.86	95.72	47.86	97.86	47.86	4.90					
084-56-3164	11/21/89	KOMARSKI, LISA M.	981.96	81.83	81.83	163.66	81.83	81.83	81.83	81.83	81.83	81.83	81.83	81.83	
215-76-4450	8/10/89	KOMLESKI, V.L.	966.78	214.77	107.43	214.86	107.43	107.43	107.43	107.43					
371-94-6434	4/23/90	KRAKHOFER, KERRY F.	532.20	133.05				88.70	44.35	44.35	44.35	44.35	44.35	44.35	44.35
209-44-7789	10/20/89	KREUTER, CHRISTINE H.	1,181.73	(0.00)	107.43	214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
369-96-0669	4/27/90	KUCHNERHARD, ERIC	587.76	195.92				48.98	48.98	48.98	48.98	48.98	48.98	48.98	48.98
252-02-3662	9/12/89	KURDE, DAVID L.	1,286.28	142.92	142.92	285.84	142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92
002-70-0862	5/9/90	LAFOUNTAIN, LAURA L.	714.84	238.28				59.57	59.57	59.57	59.57	59.57	59.57	59.57	59.57
589-34-1205	2-23-89	LAMB, KIMBERLY	429.85	(85.97)	85.97	171.94	85.97	85.97	85.97	85.97	85.97	85.97	85.97	85.97	85.97
248-33-7446	3/13/90	LANCE, ANGELA M.	714.84	238.28				59.57	59.57	59.57	59.57	59.57	59.57	59.57	59.57
102-58-4334	12/5/89	LAPHAM, KEVIN M.	1,289.16	107.43	107.43	214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
592-26-9696	5/17/90	LARKIN, JOSEPH T.	1,254.36	1,254.36											
592-26-9696	7/23/90	LARKIN, JOSEPH T.	1,646.40	927.40											
592-26-9696	9/27/89	LARKIN, JOSEPH T.	1,027.62	257.31	114.18	228.36	114.18	104.53	104.53	104.53	170.20	137.20	137.20	137.20	137.20
206-56-1300	5/24/90	LARSON, JR., MADE M.	1,950.90	1,170.54											
540-90-9117	1/18/90	LARSON, ROBYN L.	682.44	56.87											
437-13-5695	7/17/89	LATIGUE, CHANCY M.	974.16	345.40	88.56	177.12	88.56	88.56	88.56	88.56	8.84	0.00	0.00	0.00	0.00
076-54-8959	5-3-89	LAURICELLA, JOSEPH C.	557.46	(62.46)	88.56	177.12	88.56	88.56	88.56	88.56					
384-86-2257	9/18/90	LAWSON, VERNITA E.	724.56	543.42											
437-02-9735	5/5/90	LEBOEUF, JR., GILBERT	977.40	500.40						79.50	79.50	79.50	79.50	79.50	79.50
436-53-1824	6/4/90	LEBLANCE, PAULA M.	1,174.20	587.10						97.85	97.85	97.85	97.85	97.85	97.85
198-58-6860	3-3-89	LECHETTE, MICHAEL	146.73	0.00	48.91	97.82									
455-51-5191	5/11/90	LEE, GARY W.	981.96	900.13											
251-25-3037	3/8/90	LESANE, LUVIVIAN	977.40	244.35		0.00	81.45	81.45	81.45	81.45	81.45	81.45	81.45	81.45	81.45
488-76-3774	7/26/89	LEWIS, RANDALL L.	726.22	533.32	62.20	124.40	6.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
433-19-2470	11/16/89	LEWIS, SHEBRINA	574.32	0.00	95.72	95.72	47.86	47.86	47.86	47.86	47.86	47.86	47.86	47.86	47.86
013-42-6131	7/28/89	LIBBY, SCOTT E.	1,143.36	0.00	142.92	285.84	142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92
426-47-2866	8/28/90	LIGGANS, DELRYN O.	1,326.36	884.24											
152-74-3204	3/1/90	LIM, MARIAH G.	1,162.44	387.48		0.00		96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
239-15-7637	6/12/90	LITTLE, ANDRE M.	596.88	246.44						101.74	49.74	49.74	49.74	49.74	49.74
421-06-1546	7/18/90	LITTLE, JOSEPH W.	1,338.60	780.40							112.00	111.55	111.55	111.55	111.55
591-05-3034	5/9/90	LIVINGSTON, MICHAEL A.	506.52	109.84					59.00	56.28	56.28	56.28	56.28	56.28	56.28
569-37-9841	3/9/90	LOCKE, JONAH A.	944.04	236.01				157.34	78.67	78.67	78.67	78.67	78.67	78.67	78.67
065-62-3264	4-21-89	LONG, WEST W.	491.00	0.00	98.20	196.40	98.20	98.20	98.20	98.20					
551-37-5692	3-2-89	LONGKERT, RICHARD	290.61	0.00	96.87	193.74									
444-82-8502	12/18/89	LORD, JACQUELINE Y.	929.40	77.45		154.90	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45
592-05-4574	5/7/90	LORD, RAYMOND L.	923.88	384.95					76.99	76.99	76.99	76.99	76.99	76.99	76.99
466-65-9681	4/20/90	LOUP, TONYA M.	714.84	238.28				59.57	59.57	59.57	59.57	59.57	59.57	59.57	59.57
106-54-1192	2-16-89	LOVELL, JUANITA	148.18	0.00	52.24	95.94									
560-85-3227	7/6/90	LONE, ADRIAN D.	2,066.70	1,515.58								137.78	137.78	137.78	137.78
560-85-3227	12/13/89	LONE, ADRIAN D.	1,767.30	804.78	117.82	235.64	117.82	117.82	117.82	117.82	137.78	137.78	137.78	137.78	137.78
070-64-4095	8/31/89	LOULEY, DAVID	743.68	0.00	92.96	185.92	92.96	92.96	92.96	92.96	92.96	92.96	92.96	92.96	92.96
212-15-5680	6/28/90	LUCK, JR., JEFFREY A.	1,675.95	1,106.23							111.73	111.73	115.42	115.42	115.42
398-86-3538	8/16/90	LURA, JAYNE E.	717.24	478.16							59.77	59.77	59.77	59.77	59.77
162-56-7499	8/14/89	LYONS, JEROME D.	998.00	0.00	124.75	249.50	124.75	124.75	124.75	124.75	124.75	124.75	124.75	124.75	124.75
061-54-3917	5-16-89	MABIN, MARY BETH	484.35	(96.87)	96.87	193.74	96.87	96.87	96.87	96.87					

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SS NUMBER	DATE	NAME	BEGINNING BALANCE	CURRENT BALANCE	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
224-11-0718	5/8/90	MAGAZINE, KIM	1,205.76	1,105.28					100.48	0.00	0.00	0.00	0.00	50.56	50.56
077-56-0064	7/25/90	MAISOHET, MICHAEL L.	606.72	353.92							50.56	50.56	50.56	110.02	110.02
429-47-3612	7/13/90	MAHGRUM, CHARLES W.	1,320.24	660.12							220.04	110.02	110.02	110.02	110.02
223-11-8932	3-1-89	MAHLEY, MARK C.	546.04	(0.66)	109.34	218.68	109.34	109.34	96.87	4.80					
401-13-6402	7/27/89	MAH, JAMES M.	581.22	(4.80)	96.87	193.74	96.87	96.87	107.43	107.43	107.43	107.43	107.43	107.43	107.43
051-70-1598	1/11/90	MAHSON, ANTOINE	1,289.16	50.00	57.43	214.86	107.43	107.43	146.44	146.44	146.44	146.44			
364-80-4244	10/2/89	MAHURS, KELVIN D.	1,317.96	0.00	146.44	292.88	146.44	146.44	59.57	59.57					
058-58-0342	6/27/89	MARCOS, VERA REHEE	416.99	0.00	59.57	119.14	59.57	59.57	0.00	0.00	0.00	0.00	0.00		
579-90-0304	3-21-89	MARSHALL, GEORGE T.	2,486.52	2,486.52		0.00			0.00	0.00	0.00	0.00	0.00		
550-15-5414	9/26/89	MARTIN, CHRISTOPHER	451.35	(0.00)	50.15	100.30	50.15	50.15	50.15	50.15	50.15	50.15	124.26	124.26	124.26
367-70-9494	6/20/90	MARTIN, RENE	1,863.90	1,242.60		0.00	81.45	81.45	81.45	81.45	81.45	81.45	81.45	81.45	81.45
433-25-2181	3/2/90	MARTIN, SAMUEL T.	977.40	244.35											
403-04-2952	6/22/89	MARTIN, TONJA	1,003.20	(9.66)	125.12	250.64	125.32	125.32	125.32	125.32	125.32	10.30			
495-88-4812	7/10/90	MARTIN, WILLIAM I.	1,163.52	1,064.52											
495-88-4812	3-15-89	MARTIN, WILLIAM I.	232.35	(78.50)	77.45	77.45	77.45					78.50		150.77	150.77
495-88-4812	8/27/90	MARTIN, WILLIAM I.	1,809.24	1,507.70											
208-64-6975	2-15-89	MAXWELL, JODI L.	503.58	77.45	83.93	167.86	83.93	83.93	6.48	0.00	0.00	0.00	0.00	103.96	103.96
252-11-1439	5/10/90	MAYNARD, LEWIS F.	1,247.52	415.84					207.92	103.96	103.96	103.96	103.96	103.96	103.96
451-69-9420	7/31/89	MAYR, THOMAS T.	1,080.09	232.77	119.17	238.34	119.17	119.17	119.17	13.13	0.00	0.00	0.00	64.51	64.51
457-63-7456	12/13/89	MCCARTER, DAVID T.	774.12	(0.00)	64.51	129.02	64.51	64.51	64.51	64.51	64.51	64.51	64.51	64.51	64.51
252-23-7508	1/20/90	MCCRARY, DERRICK	774.12	128.53					65.00	129.02	129.02	129.02	129.02	107.43	107.43
421-02-4949	1/15/90	MCGLOTHIN, DARRON	1,289.16	205.66		214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
441-84-7867	1/9/90	MCINTOSH, DERRICK	1,289.16	382.66		214.86	107.43	107.43	107.43	107.43	4.92	0.00	0.00	97.85	97.85
262-75-0933	6/14/90	MCINTYRE, CYNTHIA H.	1,174.20	587.10							0.00	0.00	0.00	97.85	97.85
426-25-3794	6/4/90	MCHAIR, FERLISHA	597.48	597.48							0.00	0.00	0.00	97.85	97.85
554-41-0281	2/5/90	MEACHAM, ROBERT M.	1,289.16	4.19		214.86	107.43	107.43	107.43	107.43	107.43	133.24	133.24	133.24	133.24
554-41-0281	8/20/90	MEACHAM, ROBERT M.	1,598.88	1,598.88											
521-21-3474	6/19/90	MEEHAN, DOUGLAS P.	596.88	348.18					0.00	49.74	49.74	49.74	49.74	49.74	49.74
129-56-7052	4/23/90	MERCADO, MARIA E.	1,095.72	306.37				91.31	99.72	99.72	99.72	99.72	99.72	99.72	99.72
499-66-7217	12/4/89	MERZ, JONATHAN W.	1,062.44	(9.39)	100.10	196.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
048-68-1502	12/20/89	MILLER, CONNIE E.	929.40	77.45		154.90	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45
500-80-4393	7/31/90	MILLER, KEVIN D.	1,326.36	663.18						110.53	221.06	110.53	110.53	110.53	110.53
553-55-1916	10/23/89	MILLER, MARK J. D.	2,034.37	291.39	157.52	315.04	157.52	157.52	157.52	157.52	157.52	157.52	157.52	157.52	157.52
150-72-3783	2-23-89	MILLS, III, BUNYAN	1,114.21	1,114.21		0.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00
545-91-4889	4-25-89	MILLS, JASON W.	489.60	0.00	98.40	196.80	98.40	96.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
558-27-3716	3/6/90	MIMS, JR., SAMUEL E.	977.40	655.40		0.00	98.40	96.00	80.50	80.50	80.50	80.50	80.50	80.50	80.50
263-73-8024	12/13/89	MIMS, KAREN H.	1,946.10	389.22	129.74	259.48	129.74	129.74	129.74	129.74	129.74	129.74	129.74	129.74	129.74
220-72-8352	10/17/90	MIROR, KEVIN W.	1,804.84	1,654.02									84.17	84.17	84.17
466-49-2453	9/13/90	MITCHELL, MELANA S.	1,010.04	757.53									84.17	84.17	84.17
304-76-1847	4/26/90	MITCHELL, STEVEN C.	1,005.72	498.75					49.11	49.11	49.11	49.11	49.11	49.11	49.11
422-13-3701	10/2/89	MONTGOMERY, HANSEL	247.20	(0.00)	82.40	164.80			0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-13-3701	4/9/90	MONTGOMERY, HANSEL	933.00	933.00					49.74	49.74	49.74	49.74	49.74	49.74	49.74
244-45-4431	3/23/90	MOORE, ANTHONY L.	596.88	198.96					105.78	105.78	105.78	105.78	105.78	105.78	105.78
223-11-3026	10/26/89	MOORE, DESHOND	1,075.83	18.03	105.78	211.56	105.78	105.78	105.78	105.78	105.78	105.78	105.78	105.78	105.78
072-70-2311	12/5/89	MOORE, KIMBERLY C.	714.84	178.28	60.60	0.00			59.57	59.57	59.57	59.57	59.57	59.57	59.57

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SS NUMBER	DATE	NAME	BEGINNING BALANCE	CURRENT BALANCE	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
288-68-4496	3/10/90	MOORE, STEPHEN D.	1,289.16	1,289.16		0.00			0.00	0.00	0.00	0.00	0.00	0.00	
223-13-4738	3/25/90	MORGAN, HOWARD B.	933.00	373.20		0.00		124.40	62.20	62.20	62.20	62.20	62.20	62.20	62.20
132-66-7723	5/10/90	MORRISON, JAMES R.	1,158.12	482.55					96.51	96.51	96.51	96.51	96.51	96.51	96.51
255-25-1874	10/8/90	MOZELL, TARIKA	970.44	727.70									0.00	161.87	80.87
397-94-2086	4/5/90	MUELLER, CATHERINE A.	929.40	332.70				77.45	0.00	0.00	77.45	77.45	209.45	77.45	77.45
318-64-8525	1/15/90	MULLINS, CRYSTAL L.	584.64	97.44		48.72	48.72	48.72	48.72	48.72	48.72	48.72	48.72	48.72	48.72
255-23-1427	6/15/89	MULLINS, SCOTTY	368.80	241.80	123.70	3.30			0.00	0.00	0.00	0.00	0.00		
461-53-4772	10/10/89	MUSE, ROBERT E.	1,033.90	0.00	147.70	295.40	147.70	147.70	147.70	147.70					
404-11-0269	5/9/90	MYNHIER, JR., SPIKE W.	596.88	198.96					99.48	49.74	49.74	49.74	49.74	49.74	49.74
576-92-0693	3-31-89	NAEA, FIATIA	876.40	876.40		0.00			0.00	0.00	0.00	0.00	0.00	0.00	
573-35-4709	5/15/90	NANCE, LUGENE H.	923.88	307.96					153.98	76.99	76.99	76.99	76.99	76.99	76.99
427-29-9895	5-11-89	NASH, LORETHA E.	464.80	0.00	92.96	185.92	92.96	92.96	0.00						
266-51-5792	7/19/89	NERO, KENNETH L.	341.04	(97.44)	48.72	97.44	48.72	48.72	148.16	48.72					
429-33-1012	8/21/89	NEUGEBAUER, ALLEN R.	389.76	0.00	48.72	97.44	48.72	48.72	48.72	48.72	48.72				
313-72-8906	7/6/89	NEWTON, STACY	488.70	(81.45)	81.45	162.90	81.45	81.45	81.45	81.45					
310-64-3983	3/26/90	NIERSTE, JOHN L.	1,248.12	416.04		0.00	0.00	104.01	104.01	104.01	104.01	104.01	104.01	104.01	104.01
050-58-5454	5/25/89	NIEVES, JR., ANIBAL TITO	613.04	0.00	76.63	153.26	76.63	76.63	76.63	76.63					
516-08-9291	4/10/90	NILAN, MATTHEW L.	1,636.65	772.77				50.00	109.11	216.72	107.61	107.61	107.61	107.61	107.61
160-56-5790	4/24/90	NOBLE, MERLE W.	587.76	537.76					0.00	0.00	0.00	0.00	0.00	0.00	
461-35-7672	4/23/90	OESTREICH, HARLIN K.	714.84	238.28					119.14	59.57	59.57	59.57	59.57	59.57	59.57
467-69-6499	10/17/89	OLSON, SHANNON	900.13	0.00	81.83	163.66	81.83	81.83	81.83	81.83	81.83	81.83	81.83	81.83	81.83
491-86-2358	1/10/90	OUSLEY, JASON L.	1,289.16	107.43		214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
168-64-9832	3/12/90	OVERTON, FRANCIS S.	977.40	162.35		0.00	81.45	163.45	81.45	81.45	81.45	81.45	81.45	81.45	81.45
455-71-5942	4/19/90	OWENS, TIJA	1,162.44	387.48				96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
424-06-6059	4/17/90	O'FIELD, LINDSEY E.	1,705.35	795.83				113.69	113.69	113.69	113.69	113.69	113.69	113.69	113.69
422-02-2202	6/13/89	PACKER, STEPHEN M.	194.61	0.00	64.87	129.74									
495-86-8647	8/23/89	PADILLA, PATRICK P.	1,146.28	(218.50)	142.92	285.84	142.92	142.92	142.92	142.92	142.92	142.92	78.50		
069-64-8858	9/27/89	PALINOSKY, STEVEN	1,398.72	96.96	108.48	216.96	108.48	108.48	108.48	108.48	108.48	108.48	108.48	108.48	108.48
534-72-4336	11/13/89	PALMER, CYNTHIA L.	1,080.20	0.00	98.20	196.40	98.20	98.20	98.20	98.20	98.20	98.20	98.20	98.20	98.20
563-77-4274	4/11/90	PARRISH, CHARLES M.	1,162.44	387.48				96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
552-69-1704	5/9/90	PARRISH, ROBERT R.	1,576.05	1,259.48				210.14	105.07	1.36	0.00	0.00	0.00	0.00	
290-74-4872	2-13-89	PARSONS, LLOYD T.	175.46	81.53	87.73	6.20		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
204-58-3959	5/24/90	PATRICK, JR., BRENT C.	1,174.20	580.00				100.00	0.00	0.00	0.00	198.50	0.00	197.85	97.85
488-78-7778	12/18/89	PATTERSON, CARMEN Y.	814.08	0.00	67.84	135.68	67.84	67.84	67.84	67.84	67.84	67.84	67.84	67.84	67.84
227-31-5589	12/5/89	PATTERSON, MICHAEL C.	472.96	(32.00)	42.08	84.16	42.08	42.08	42.08	42.08	42.08	42.08	42.08	42.08	42.08
151-74-3375	5/2/90	PAUL, JAMES	711.36	237.12					118.56	59.28	59.28	59.28	59.28	59.28	59.28
445-64-2607	5/7/90	PAYNE, JANICE	1,095.72	366.55				181.31	91.31	91.31	91.31	91.31	91.31	91.31	91.31
542-17-8294	6/27/90	PEARSON, JASON J.	1,338.60	666.85					225.55	111.55	111.55	111.55	111.55	111.55	111.55
372-74-5177	12/20/89	PEARSON, JR., JOHN	1,723.08	(0.41)	144.00	287.18	143.59	143.59	143.59	143.59	143.59	143.59	143.59	143.59	143.59
499-78-9003	3/16/90	PEARSON, LADY A.	711.36	265.80		0.00	0.28	59.28	59.28	59.28	59.28	66.60	141.56	141.56	
499-78-9003	9/11/90	PEARSON, LADY A.	1,698.72	1,329.60									86.00	141.56	141.56
400-17-6619	9/6/89	PENRY, MICHAEL	389.22	(64.87)	64.87	129.74	64.87	64.87	64.87	64.87					
316-90-8142	9/5/89	PERGUSON, STEPHEN	836.64	0.00	92.96	185.92	92.96	92.96	371.84						
316-90-8142	5/10/90	PERGUSON, STEPHEN H.	1,086.66	241.48					120.74	120.74	120.74	120.74	120.74	120.74	120.74
269-74-5413	2-23-89	PERRY, LATASHA	686.08	686.08		0.00			0.00	0.00	0.00	0.00	0.00	0.00	
436-43-5086	11/16/89	PERRYMAN, RODRICK	1,017.39	0.00	92.49	184.98	92.49	92.49	92.49	92.49	92.49	92.49	92.49	92.49	

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FORCES ELECTRONICS, LTD. - ACCOUNTS RECEIVABLE - 1990

IN NUMBER	DATE	NAME	BEGINNING BALANCE	CURRENT BALANCE	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
382-80-1410	7/19/90	PETRIE, CLIFFORD J.	1,005.48	560.48						100.00	100.00	100.00	85.00	0.00	60.00
108-60-6202	5/27/90	PIERCE, SEAN T.	1,338.60	557.75					111.55	111.55	111.55	111.55	111.55	111.55	111.55
194-56-9235	4/4/90	PIRE, JR., GREGORY L.	780.72	130.12			65.06	130.12	65.06	65.06	65.06	65.06	65.06	65.06	65.06
493-74-5140	10/28/89	PINGELTON, NANCY	1,194.10	0.00	119.41	238.82	119.41	119.41	119.41	119.41	119.41	119.41	119.41		
095-58-3772	10/10/89	PRIICHETTE, BRENDA	718.30	140.96	81.83	163.66	81.83	81.83	81.83	81.83	4.53	0.00	0.00		
234-13-3880	9/5/90	PUGH, RICHARD S.	1,338.60	1,003.95									111.55	111.55	111.55
581-25-0984	9/15/90	QUINONES, PEDRO F.	1,326.36	880.77									224.53	110.53	110.53
409-06-8268	4-12-89	RAGLAND, PAMELA	578.52	35.50	88.56	177.12	88.56	88.56	88.56	11.66	0.00				
592-22-8580	9/20/89	RAMKO, GREGORY H.	1,738.18	926.84	2.17	65.67	43.50	395.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50
590-12-6582	6/30/89	RAULERSON, CHARLES	0.00	(122.54)		0.00							122.54		
590-12-6582	10/17/89	RAULERSON, CHARLES E.	1,262.29	159.43	122.54	245.08	122.54	122.54	122.54	122.54	122.54	122.54	122.54		
111-66-0214	8/16/89	READ, WILLIAM D.	679.05	75.45	75.45	79.20		0.00	0.00	0.00	0.00	0.00	448.95		
265-59-1419	6/13/89	REDFEARN, COREY	358.25	171.67	3.27	46.85	43.58	43.58	43.58	5.72	0.00	0.00	0.00		
439-02-8015	2/28/90	REDING, RICHARD C.	1,139.28	189.88		94.94	94.94	94.94	94.94	94.94	94.94	94.94	94.94	94.94	94.94
287-68-3706	6/27/90	REEL, JR., ROBERT R.	1,338.60	1,338.60							0.00	0.00	0.00	0.00	
241-21-4400	8/4/89	REID, DECARLOUS M.	859.44	0.00	107.43	214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43		
255-23-5416	1/11/90	REID, THYREL N.	1,251.48	(0.00)	104.29	208.58	104.29	104.29	104.29	104.29	104.29	104.29	104.29	104.29	104.29
417-08-0225	1/25/90	REMBERT, DONNIAEL L.	1,289.16	214.86		107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
560-37-6130	7/10/90	REMYET, JASON M.	1,326.36	658.24						113.00		223.53	110.53	110.53	110.53
273-72-9307	1/31/90	RESING, JENNY J.	682.44	492.86		103.71	56.87		0.00	29.00	0.00	0.00	0.00		
485-06-9393	8/21/89	RICH, BRIAN A.	774.96	0.00	96.87	193.74	96.87	96.87	96.87	96.87	96.87				
068-58-7563	6/26/89	RICHARDSON, SIMONE H.	328.26	(0.00)	54.71	109.42	54.71	54.71	54.71						
227-08-8957	10/11/90	RICHARDSON, TERRIE L.	1,158.12	1,061.61										0.00	96.51
431-25-9885	10/3/89	RICHARDSON, TONY N.	843.57	(0.00)	93.73	187.46	93.73	93.73	93.73	93.73	93.73	93.73			
312-92-1728	10/18/90	RILEY, CHRISTOPHER G.	1,326.36	1,105.30										0.00	221.06
291-50-3792	6/26/89	RINGOLD, JEFFERY	678.09	0.00	96.87	193.74	96.87	96.87	96.87	96.87					
217-68-5343	3/13/90	ROBERTS, STACEY M.	1,289.16	374.72		0.00		162.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
327-64-0139	8/14/89	ROBINSON, CALVIN	1,131.13	0.00	102.83	205.66	102.83	102.83	102.83	102.83	102.83	102.83	102.83	102.83	102.83
415-15-6742	8/17/89	ROBINSON, DENNIS L.	574.24	374.24		0.00		0.00	0.00	0.00	0.00	0.00	0.00		200.00
427-08-4993	6/8/89	ROBINSON, GREGORY B.	559.80	(0.00)	62.20	124.40	62.20	62.20	62.20	62.20	62.20	62.20	62.20		
217-78-7387	9/27/89	ROBINSON, III, DELMA	1,172.40	223.84	117.24	234.48	117.24	117.24	117.24	14.12	0.00	75.00	75.00	81.00	
582-51-9881	10/4/89	ROLDAN, ALBERTO	1,292.31	(0.00)	143.59	287.18	143.59	143.59	143.59	143.59	143.59	143.59	143.59		
479-06-4668	3/13/90	ROMINE, REAGEN A.	714.84	188.28		0.00		59.57	59.57	59.57	59.57	59.57	59.57	59.57	109.57
461-23-6991	8/9/90	ROMQUILLO, JOSEPH A.	734.40	664.40								0.00	70.00		
123-66-6182	7/25/89	ROME, LORI L.	335.02	(47.86)	47.86	95.72	47.86	47.86	47.86	47.86	47.86				
105-56-1053	5-10-89	ROME, NATALIE L.	484.35	(226.87)	96.87	193.74	96.87	96.87	96.87				0.00		130.00
105-56-1053	8/8/90	ROME, NATALIE L.	1,950.90	1,560.90						130.00		130.00		130.00	
374-84-6896	6/26/90	RUFFIN, MARCHETTA	1,683.90	1,122.60							112.26	112.26	112.26	112.26	112.26
528-13-9634	2/16/90	SAJEWSKI, TERRI L.	675.84	112.64		56.32	56.32	56.32	56.32	56.32	56.32	56.32	56.32	56.32	56.32
439-11-2649	3-9-89	SANDIFER, OTRA	197.28	46.77	48.91	49.47	48.91	3.22							
305-94-4395	8/4/89	SANDLIN, RONALD B.	527.60	(0.55)	75.45	150.90	75.45	75.45	75.45	75.45					
581-75-7016	5-11-89	SANTIAGO/LOPEZ, ROCIO D.	397.06	(0.00)	78.50	157.00	78.50	78.50	4.56						
376-78-3769	7/13/90	SARGENT, LAWRENCE A.	547.01	366.17								45.21	45.21	45.21	45.21
376-78-3769	8/25/89	SARGENT, LAWRENCE A.	654.64	0.00	81.83	163.66	81.83	81.83	81.83	81.83	81.83				
577-80-8896	7/26/89	SAUNDERS, FORREST	379.44	(18.24)	48.72	97.44	48.72	48.72	48.72	48.72	7.92				
600-16-9179	3-21-89	SCHAEFER, DAWN	533.22	(0.00)	88.87	177.74	88.87	88.87	88.87						

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NUMBER	DATE	NAME	BEGINNING BALANCE	CURRENT BALANCE	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
468-74-4924	4/24/90	SCHAUER, GARY	1,095.72	362.64				91.31	0.00	185.22	91.31	91.31	91.31	91.31	91.31
393-72-1870	4/25/90	SCHULTZ, DARREN B.	1,742.40	813.28				116.16	116.00	116.16	116.16	116.16	116.16	116.16	116.16
270-72-8655	3-17-89	SCOTT, ANTHONY	265.47	0.00	88.49	176.98									
579-94-2778	10/10/89	SCRIBER, SHERRI	851.95	(0.00)	77.45	154.90	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45	44.35
109-56-6693	4/10/90	SECKLER, GEORGE J.	532.20	221.75					44.35	44.35					110.53
078-64-4539	8/22/90	SELLERS, JOHN E.	1,326.36	771.24								110.53	223.53	110.53	110.53
458-57-0675	5/15/90	SELMAN, JR., THURMAN F.	1,320.24	550.10					110.02	110.02	110.02	110.02	110.02	110.02	110.02
469-08-1875	5/21/90	SENN, DAROLD J.	597.48	248.53						0.00	49.79	149.79	49.79	49.79	49.79
433-53-6118	4/24/90	SHARP, STEPHANIE M.	1,302.00	434.00				108.50	108.50	108.50	108.50	108.50	108.50	108.50	108.50
179-64-1067	3/5/90	SHARP, THEODORE C.	798.12	358.44	48.72	54.96	66.51	66.51	66.51	66.51	66.51	3.45	0.00	0.00	0.00
560-45-7685	5/2/90	SHELF, MELCHIZEDEK	1,247.52	419.80					203.96	103.96	103.96	103.96	103.96	103.96	103.96
294-70-4435	3/20/90	SHELTON, DEWAYNE A.	1,290.24	212.56		0.00	107.52	217.52	107.52	107.52	107.52	107.52	107.52	107.52	107.52
056-56-0231	11/24/89	SHIELDS, ROMERO	1,115.52	189.02		180.00	92.96	92.96	92.96	92.96	92.96	92.96	92.96	92.96	2.82
050-70-0160	8/23/90	SHUTTS, LISA L.	1,683.90	1,234.86								0.00	224.52	112.26	112.26
253-19-8373	12/7/89	SIMPSON, MAJOR L.	1,181.16	(0.57)	107.43	214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
266-69-7070	6/11/90	SIMPSON, ROBERT E.	1,806.90	1,565.98						0.00	0.00	0.00	0.00	120.46	120.46
401-27-0412	7/25/90	SIMPSON, WILLIAM M.	1,683.90	1,122.60							0.00	224.52	112.26	112.26	112.26
061-64-6325	4/4/90	SINGLEARY, CHARLES V.	933.00	377.40				60.70	130.70	60.70	60.70	60.70	60.70	60.70	60.70
572-57-5768	5/14/90	SKILTON, THOMAS A.	780.72	596.39					0.00	65.06	0.00				119.27
572-57-5768	6/27/90	SKILTON, THOMAS A.	1,431.24	954.16								238.54	119.27	119.27	
528-04-9530	4-3-89	SKINNER, PAUL	371.48	0.00	92.87	185.74	92.87	0.00	0.00						
429-43-4832	12/23/89	SMART, JASON A.	1,251.48	(0.00)	104.29	208.58	104.29	104.29	104.29	104.29	104.29	104.29	104.29	104.29	104.29
370-94-3200	2/8/90	SHEREK, JR., STEPHEN R.	1,396.44	113.74		235.37	116.37	116.37	116.37	116.37	116.37	116.37	116.37	116.37	116.37
447-86-8844	4-21-89	SMITH, FRANK W.	297.85	0.00	59.57	119.14	59.57	59.57	0.00						
240-43-8990	8/19/90	SMITH, JIMMIE L.	1,320.24	770.14								110.02	220.04	110.02	110.02
414-02-4542	7/3/89	SMITH, MICHELE R.	581.22	0.00	96.87	193.74	96.87	96.87	4.80	0.00	0.00	50.00	0.00	0.00	42.07
434-61-4637	2-14-89	SMITH, NICHOLAS	154.75	(0.15)	77.45	77.45									
593-07-7258	12/1/89	SMITH, WANDA K.	1,147.19	(0.00)	104.29	208.58	104.29	104.29	104.29	104.29	104.29	104.29	104.29	104.29	104.29
455-51-8643	4/10/90	SOHNIER, STEPHEN U.	885.90	413.42				59.06	59.06	59.06	59.06	59.06	59.06	59.06	59.06
499-80-9013	4-19-89	SOUTHERN, RICHARD L.	238.28	0.00	59.57	119.14	59.57	0.00	0.00						
451-67-3501	5/1/90	STAFFORD, JEFFERY L.	587.76	587.76					0.00	0.00	0.00	0.00	0.00		
193-56-7332	7/13/90	STAMM, ANN MARIE	1,799.01	1,116.00						65.00	60.00	65.00	247.67	122.67	122.67
242-43-5745	9/14/89	STANCIL, JENNIFER G.	855.87	(3.57)	107.43	214.86	107.43	107.43	107.43	107.43	107.43				
157-74-1893	7/24/89	STEVENSON, TIMOTHY	92.13	0.00	92.13	0.00									
	9/12/89	STEWART, DANIEL J.	625.26	625.26											
088-52-4831	11/29/89	STILL, TIMOTHY	1,757.28	134.78	292.88	292.88	146.44	146.44	146.44	146.44	146.44	146.44	146.44	11.66	
396-72-4408	3/3/90	STOWELL, KEVIN J.	1,290.24	375.08		0.00		162.52	107.52	107.52	107.52	107.52	107.52	107.52	107.52
267-59-8481	7/26/89	SWAIN, SARAH L.	340.76	(0.28)	48.72	97.44	48.72	48.72	48.72	48.72					
467-41-6541	4/9/90	SWAN, LYDIA	991.08	247.77			82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59
381-96-2576	5-10-89	SWEET, DANIEL L.	256.16	(3.14)	51.86	103.72	51.86								
381-96-2576	5/8/90	SWEET, DANIEL L.	885.90	413.42					118.12	59.06	59.06	59.06	59.06	59.06	59.06
547-25-1918	3/27/90	SWEET, SAMUEL J.	1,162.44	387.48				96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
332-76-4289	10/3/89	SYPIEN, CHRISTY L.	1,027.62	0.00	114.18	228.36	114.18	114.18	114.18	114.18	114.18	114.18			
234-13-4356	3-30-89	TABOR, LESLIE	229.80	(0.00)	77.45	152.35									
530-66-0465	5-24-89	TACKETT, SP. MICHELLE	537.15	0.00	107.43	214.86	107.43	107.43	0.00						
533-94-3275	8/17/89	TANASSE, TAJAH A.	542.15	(0.00)	77.45	154.90	77.45	77.45	77.45	77.45					

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NUMBER	DATE	NAME	BEGINNING BALANCE	CURRENT BALANCE	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
266-59-9136	5/26/89	TARPLEY, JR., EARL	464.70	(77.45)	77.45	154.90	77.45	77.45	154.90						
266-59-9136	5/27/90	TARPLEY, JR., EARL	1,336.20	668.10						111.35	111.35	111.35	111.35	111.35	111.35
328-74-4329	7/1/89	TATE, IV, JOSEPH A.	857.44	(4.96)	142.92	285.84	142.92	142.92	142.92	4.88					
261-45-8742	1/15/90	TAYLOR, ANTHONY L.	1,430.76	238.46		119.23	119.23	119.23	119.23	119.23	119.23	119.23	119.23	119.23	119.23
383-96-8700	6/19/89	TAYLOR, CATRY	488.70	(0.00)	81.45	162.90	81.45	81.45	81.45						
474-80-3561	9/5/90	TAYLOR, JEFFREY G.	1,863.90	1,491.12											
329-68-9781	5/15/90	TAYLOR, TONY N.	1,832.40	974.44					125.00	122.16	122.16	122.16	122.16	122.16	122.16
389-66-9130	7/11/89	TESTER, GARY A.	1,161.60	0.00	145.20	290.40	145.20	145.20	145.20	145.20	145.20	145.20	145.20	145.20	145.20
377-88-5099	5/9/90	THEOBALD, MONICA A.	714.84	297.85					59.57	59.57	59.57	59.57	59.57	59.57	59.57
403-98-2159	8/22/89	THOMAS, LISA	654.64	40.96	81.83	163.66	81.83	87.19	199.17						
403-98-2159	5/8/90	THOMAS, LISA A.	1,487.55	892.53						99.17	99.17	99.17	99.17	99.17	99.17
374-80-0199	7/18/90	THOMAS, MATTHEW R.	1,881.30	1,254.20							125.42	125.42	125.42	125.42	125.42
219-80-3900	10/12/90	THOMAS, TOMMY D.	1,158.12	868.10										193.51	96.51
419-96-2164	9/24/90	THOMPSON, REGINALD	1,338.60	1,003.95										223.10	111.55
293-70-5082	1/25/90	THOMPSON, THOMAS	1,866.00	1,038.66	43.58	311.00	155.50	155.50	155.50	6.26	0.00	0.00	0.00		
490-74-5206	8/22/90	THORNTON, PERCY G.	1,158.12	965.10										96.51	96.51
490-74-5206	5-11-89	THORNTON, PERCY G.	537.15	(193.22)	107.43	214.86	107.43	107.43	0.20			96.51	96.51		
417-94-7454	5-11-89	THREAT, REGINALD	239.30	0.00	47.86	95.72	47.86	47.86	0.00						
534-88-8354	12/4/89	TOFTOT, KONRAD D.	1,784.64	324.98	162.24	162.24	162.24	(162.24)	328.48	162.24	0.00	485.22	160.74	160.74	
179-66-9625	7/6/89	TOLLIVER, SEAN	560.10	(91.50)	81.45	162.90	81.45	81.45	81.45	81.45	81.45	81.45	81.45	81.45	81.45
439-29-6253	10/2/89	TOLLIVER, JR., WALTER J.	1,027.62	0.00	114.18	228.36	114.18	114.18	114.18	114.18	114.18	114.18	114.18	114.18	114.18
586-76-1181	9/22/89	TOPASNA, BERT S.	1,462.68	1,093.35	121.89	243.78	3.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
552-11-4241	8/7/89	TORRES, JOSE	1,002.56	(217.22)	125.32	250.64	125.32	125.32	125.32	125.32	125.32	108.61	108.61	108.61	108.61
552-11-4241	8/8/90	TORRES, JOSE	1,303.32	1,086.10											
254-45-3614	8/29/89	TOWNES, PARRIS M.	774.86	(0.10)	96.87	193.74	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
317-86-6627	11/17/89	TRACY, DEZEREAH	535.92	(0.00)	48.72	97.44	48.72	48.72	48.72	48.72	48.72	48.72	48.72	48.72	48.72
536-04-0092	7/24/89	TRONSON, JAYME D.	834.44	(25.00)	107.43	214.86	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
151-68-6517	3-22-89	TROTTER, JR., DONALD	205.54	0.00	102.77	102.77									
338-62-3868	5/4/90	TROXTELL, STEVEN D.	1,742.40	929.28					0.00	232.32	116.16	116.16	116.16	116.16	116.16
579-92-6438	4/30/90	TURNER, JAMES C.	1,247.52	847.52					0.00	0.00	0.00	0.00	0.00	0.00	0.00
246-13-5625	5/16/90	TYNER, LEON R.	730.80	225.30					154.50	58.50	58.50	58.50	58.50	58.50	58.50
136-80-6238	5/9/90	TYREE, TARA N.	638.28	372.33					0.00	53.19	53.19	53.19	53.19	53.19	53.19
576-02-4361	9/3/89	ULANDAY, LOREN	1,279.20	525.50	106.60	213.20	106.60	106.60	106.60	106.60	106.60	106.60	106.60	106.60	106.60
381-92-3149	5/15/90	ULRICH, ROBERT M.	539.16	225.23					44.35	44.93	44.93	44.93	44.93	44.93	44.93
255-33-8735	10/18/90	UPSHAW, ZACKERY H.	2,215.68	1,991.19											
255-33-8735	3/1/90	UPSHAW, ZACKERY H.	1,289.16	537.15		0.00	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43	107.43
155-72-5723	1/15/90	VALENCIA, MICHAEL A.	711.36	59.28	59.28	59.28	59.28	59.28	59.28	59.28	59.28	59.28	59.28	59.28	59.28
146-78-9008	4/2/90	VALYO, KEVIN	1,767.30	704.74					237.82	117.82	117.82	117.82	117.82	117.82	117.82
536-80-7981	4-27-89	VANGUILDER, BRIAN V.	262.60	(0.00)	52.52	105.04	52.52	52.52	52.52	52.52	52.52	52.52	52.52	52.52	52.52
084-58-0675	4/30/90	VARGAS, MIGUEL	1,832.40	732.96					244.32	122.16	122.16	122.16	122.16	122.16	122.16
519-06-0142	5/17/90	VAUGHN, ADAM J.	1,320.24	1,320.24					0.00	0.00	0.00	0.00	0.00	0.00	0.00
295-70-7633	10/4/90	VAUGHN, LISA A.	1,326.36	1,326.36											
542-82-4576	8/16/89	VAVROSKY, VINCENT R.	484.16	358.74	60.52	64.90			0.00	0.00	0.00	0.00	0.00	0.00	0.00
554-45-1835	6/13/90	VEGA BELTRAN, CARLOS A.	1,163.52	484.80											
578-88-6212	9/14/89	VESSELL, SHELTON	1,432.98	(0.54)	119.46	238.92	119.46	119.46	119.46	119.46	119.46	119.46	119.46	119.46	119.46
245-39-4057	2/24/90	VINES, JEFFREY F.	1,162.44	193.74					96.87	96.87	96.87	96.87	96.87	96.87	96.87

ARMED FORCES ELECTRONICS, LTD. - ACCOUNTS RECEIVABLE - 1990

SS NUMBER	DATE	NAME	BEGINNING BALANCE	CURRENT BALANCE	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
567-61-7320	12/18/89	VORACHACK, KETHMANY	1,715.04	138.04	142.92	285.84	142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92	4.88
248-43-6593	6/19/90	WALLACE, ALEXANDER E.	1,326.36	552.82						110.53	220.89	110.53	110.53	110.53	110.53
258-33-0938	10/12/89	WALLACE, ROMUNDA, D.	769.40	(5.10)	77.45	154.90	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45
408-17-8692	12/23/89	WALLACE, TONYA L.	1,162.44	96.87		193.74	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
377-82-9682	8/24/89	WARCZYNSKI, EDWARD A.	810.72	90.08	101.34	202.68	101.34	101.34	101.34	101.34	11.26	0.00	0.00	0.00	0.00
310-78-1920	4/5/90	WARD, BRUCE A.	1,289.16	427.15				110.00	107.43	107.43	107.43	107.43	107.43	107.43	107.43
576-98-2865	8/2/90	WARD, NICHOLAS D.	1,960.05	1,568.04								0.00	130.67	130.67	130.67
251-63-9494	3-30-89	WARD, TERRI	146.73	0.00	48.91	97.82									
262-75-7609	4/12/90	WARMACK, TRAVIS L.	1,705.35	805.56				103.96	113.69	113.69	113.69	113.69	113.69	113.69	113.69
269-66-4916	9/18/89	WARREN, SEAN	1,292.90	(143.00)	143.59	287.18	143.59	143.59	143.59	143.59	143.59	143.59	143.59	143.59	143.59
315-90-2915	7/12/90	WASHINGTON, CYNTHIA M.	1,336.41	742.45								148.49	148.49	148.49	148.49
533-74-6191	4-6-89	WASSMAN, KELLY E.	458.52	0.00	114.63	229.26	114.63	0.00	0.00		106.73	0.00	103.47		103.47
248-21-2089	7/25/90	WATKINS, ROY A.	1,245.76	932.09							97.85	195.70	97.85	97.85	97.85
382-88-4977	7/3/90	WATSON, SONYA D.	1,174.20	587.10							56.87	56.87	56.87	56.87	56.87
214-82-5811	1/3/90	WATTS, LISA M.	682.44	0.00	56.87	113.74	56.87	56.87	56.87	56.87	56.87	56.87	56.87	56.87	56.87
414-06-5995	5/14/90	WEBB, DENISE A.	587.76	(48.98)					48.98	48.98	48.98	48.98	48.98	48.98	342.86
363-84-3429	3/30/90	WESLIN, MICHAEL A.	1,767.30	1,176.98				117.82	117.82	117.82	117.82	117.82	117.82	117.82	0.00
419-96-6809	4/13/90	WHITE, JAMES D.	596.88	198.96					99.48	49.74	49.74	49.74	49.74	49.74	49.74
512-78-9761	9/14/89	WHITE, JR., ALVIN E.	883.80	196.60	98.20	196.40	98.20	98.20	98.20	98.20	98.20	98.20	98.20	98.20	98.20
512-78-9761	6/4/90	WHITE, JR., ALVIN E.	2,346.96	1,173.48					54.71	54.71	54.71	54.71	54.71	54.71	54.71
371-92-6783	1/3/90	WHITTEN, BE' M.	656.52	(2.29)	57.00	109.42	54.71	54.71	54.71	54.71	54.71	54.71	54.71	54.71	54.71
034-52-7355	8/16/89	WILDER, JOANNE	697.05	(0.00)	77.45	154.90	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45	77.45
117-56-0971	2/21/90	WILLIAMS, FELICIA R.	587.76	146.94					48.98	48.98	48.98	48.98	48.98	48.98	48.98
156-64-8257	1/12/90	WILLIAMS, JR., VERNON	1,289.16	104.86					107.43	107.43	107.43	107.43	107.43	107.43	107.43
437-04-0937	3-3-89	WILLIAMS, KERI	262.05	0.00	85.88	0.00	85.85	85.85	4.47						
352-56-7725	6/26/89	WILLIAMS, MARC	294.00	0.00	49.00	98.00	49.00	49.00	49.00						
446-84-9716	1/31/90	WILLIAMS, MICHAEL	1,289.16	(2.14)					107.43	107.43	215.43	218.43	(3.57)	107.43	107.43
196-54-1330	4/5/90	WILLIAMS, MICHAEL R.	1,289.16	1,179.16											
228-06-8592	5-18-89	WILLIAMS, OLIVER A.	924.96	(0.00)	115.62	231.24	115.62	115.62	115.62	115.62	115.62	115.62	115.62	115.62	115.62
432-17-0962	7/12/90	WILSON, KELVIN D.	690.72	460.48											
121-70-8773	5/1/90	WILSON, MICHELLE A.	701.28	274.28					0.00	183.00	0.00	122.00	61.00	61.00	61.00
562-67-5431	2/8/90	WIMMER, WESLEY W.	1,289.16	1,181.66					107.43	(107.43)	107.50	0.00	0.00	0.00	0.00
341-72-0571	10/17/89	WOLFE, AIMEE	595.70	0.00	59.57	119.14	59.57	59.57	59.57	59.57	59.57	59.57	59.57	59.57	59.57
467-67-7648	9/27/89	WOODRUFF, JR. BASIL A.	1,480.98	481.84	127.46	254.92	127.46	127.46	127.46	127.46	6.82	86.75	65.00	75.81	0.00
412-35-1933	5/11/90	WOODSON, MOLLY J.	613.68	(0.02)					204.58	102.28	0.00	102.28	102.28	102.28	102.28
491-76-0628	3/9/90	WRIGHT, ANITA L.	1,139.28	379.76					94.94	94.94	94.94	94.94	94.94	94.94	94.94
450-63-3671	10/12/89	WRIGHT, ANNETTE	968.70	0.00	96.87	193.74	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87	96.87
565-23-4866	3-17-89	WRIGHT, EDDIE	265.47	0.00	88.49	176.98									
408-25-7497	11/10/89	YARBER, STEVEN A.	1,763.04	1,763.04					0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-39-4330	8/7/89	YAMS, CANDUS M.	602.81	(51.83)	81.83	163.66	81.83	81.83	81.83	81.83	81.83	81.83	81.83	81.83	81.83
519-82-1377	7/24/89	YOUNG, ANGEL L.	834.32	830.98					0.00	0.00	0.00	0.00	0.00	0.00	0.00
261-77-8936	7/26/89	YOUNG, GWENDOLYN D.	1,000.44	0.00	142.92	285.84	142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92	142.92
595-16-9596	5/21/90	YOUNG, STEPHANIE M.	720.96	240.32					120.16	60.08	60.08	60.08	60.08	60.08	60.08
			620,023.59	238,264.14 619,926.85	27,428.45	57,096.74	27,826.61	34,744.99	35,371.16	33,854.49	33,017.38	33,490.74	36,504.64	31,063.39	31,264.12

22-Jan-91 14

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**Dulles Equities, Inc.**

Real Estate Developers

May 10, 1990

1st Source Bank  
100 N. Michigan Street  
South Bend, Indiana 46601  
ATTN: Al Qualey, Vice President

Dear Mr. Qualey,

Please disburse the proceeds of the \$3,000,000 loan to Dulles Equities, Inc. as follows:

- 1) Pay off Dulles Equities, Inc., existing loans. (Both principle and interest)
- 2) Pay to 1st Source Bank \$30,000 loan origination fee.
- 3) Balance of loan to be deposited in Armed Forces Electronics, LTD. checking account at 1st Source Bank.

Very truly yours,



J. J. J. J.  
President  
Dulles Equities, Inc.

8300 Boone Boulevard, Suite 750 • Vienna, Virginia 22180 • 703 442-4600

By: *Konrad D. Duden*  
Title: *CEO*

**PLAINTIFF'S  
EXHIBIT**

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ALL-STATE LEGAL SUPPLY CO.

**1st SOURCE BANK  
AIRCRAFT SECURITY AGREEMENT**

620701

Vienna, VA      day of \_\_\_\_\_, 1990, by and between DULLES EQUITIES, INC.  
"Buyer", a Virginia Corporation, of 8300 Boone Blvd., Suite 750,  
and 1st Source Bank, herein called "Bank" of P.O. Box 1602, South Bend, Indiana 46634, as follows:

1. Concurrently herewith Bank has loaned and advanced to the Buyer and the Buyer hereby acknowledges receipt of the sum of **THREE MILLION AND 00/100 Dollars (\$3,000,000.00)** including official fees incurred on the Buyer's behalf (herein collectively referred to as the "indebtedness"). Buyer promises to pay the indebtedness to Bank at its office, set forth above, as follows:

PAYMENTS: ("XX" and complete the applicable paragraph(s).) Subject to the Prepayment Penalty in Item 11, Buyer shall pay Bank as follows:

- (1) ☐ Payments are arranged for equal principal reductions. An amortization schedule is attached. The finance charge is computed at a constant rate of \_\_\_\_\_ % per annum.
- (2) ☐ This is a balloon transaction. An amortization schedule is attached. The finance charge is computed at a constant rate of \_\_\_\_\_ % per annum.
- (3) ☐ Buyer agrees to pay the UNPAID BALANCE in consecutive monthly installments of principal and finance charge as set forth in the schedule below. The finance charge is computed at the constant rate of \_\_\_\_\_ % per annum on the UNPAID BALANCE as it changes from time to time.
- (4) ☒ Buyer agrees to pay the UNPAID BALANCE together with a finance charge in consecutive monthly installments of principal as set forth in the schedule below. The finance charge shall be computed on the UNPAID BALANCE, as it changes from time to time, using a 360 day year, at the rate of 2 % per annum more than the PRIME RATE. As used herein, "PRIME RATE" shall mean the average of the rates publicly announced from time to time by the following New York, NY banks: The Chase Manhattan Bank, Manufacturers Hanover Trust Company and \_\_\_\_\_ bank (or any successor bank(s) thereof) as the base rate on corporate loans, also sometimes referred to as the reference rate, or prime rate. The PRIME RATE shall be determined on the last day of each calendar month and shall be the basis for establishing the finance charge assessed on the average daily UNPAID BALANCE for the next succeeding calendar month. The finance charge shall be paid at the same time as principal installments are due. All payments shall be applied first to the finance charge and then to principal unless otherwise noted herein.

NO. OF PYMTS.	PAYMENT AMOUNT	BEGINNING DATE	NO. OF PYMTS.	PAYMENT AMOUNT	BEGINNING DATE	NO. OF PYMTS.	PAYMENT AMOUNT	BEGINNING DATE
	Interest Only Monthly Beginning _____; Principal In Full Plus Interest At 12 Months.							

2. As security for the payment by BUYER of the indebtedness and all other indebtedness now or hereafter owing by Buyer to Bank, and the performance by Buyer of the covenants, warranties and agreements contained herein, and any other agreements between Bank and Buyer, Buyer hereby grants, sells, assigns, conveys, warrants, mortgages and confirms to Bank and gives and agrees that Bank does and shall have lien upon and a security interest under the Uniform Commercial Code in and to the following described aircraft, its airframe, engine or engines, and engine and airframe log books, together with all equipment and accessories including, but not limited to, engines, propellers and avionics now or hereafter used in connection therewith, and substitutions or replacements thereof, and the proceeds thereof (all hereinafter collectively called "Aircraft").

YEAR MFG.	MANUFACTURER OF AIRCRAFT	MODEL NO.	SERIAL NO.	
1982	Learjet	55	60	
MFG. OF ENGINE (s)	ENGINE MODEL NO(s).	ENGINE SERIAL NO(s).	FAA NO.	HOME AIRPORT
Garrett	TPE-7313AR-2B	P85220C & P85229C	N-8YY	Dulles International
DESCRIBE EXTRA EQUIPMENT				
Per Attached EXHIBIT A.				

1. Total Amt. Advance	\$ 3,000,000.00
2. Fees	\$ -0-
3. Indebtedness	\$ 3,000,000.00

THE TERMS AND CONDITIONS OF THIS AIRCRAFT SECURITY AGREEMENT ARE CONTINUED HEREIN AND ARE PART HEREOF WITH THE SAME FORCE AND EFFECT AS IF SET OUT AT LENGTH ABOVE THE SIGNATURES OF BUYER AND BANK.

IN WITNESS WHEREOF, Buyer has caused this Aircraft Security Agreement to be duly executed on the day and year first above written.

DULLES EQUITIES, INC.  
(Trade Firm or Corporate Name)

(Corporate Seal)

ATTEST OR WITNESS:

[Signature]  
(Signature of Individual, Partner or Officer)  
Title: President

Secretary or Witness

ACCEPTED AT South Bend, Indiana as of the date thereof.

1st SOURCE BANK

By [Signature]  
Title: President

ss.ret

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CONTINUING GUARANTY

To induce 1st SOURCE BANK, South Bend, Indiana ("Bank"), to rely hereon and make loans to and credit arrangements from time to time with DULLES EQUITIES, INC. ("Debtor"), and for other valuable considerations, and intending to be legally bound

Les G. & Dorothy A. Jones

(Name of each Guarantor)

and each of them, hereinafter jointly and severally designated as "Guarantors", do hereby jointly and severally unconditionally promise and guarantee to Bank that Debtor shall promptly and fully pay and satisfy any and all debts and obligations, both present and future, direct or contingent, and however accruing or arising from Debtor to Bank ("Indebtedness"), and upon failure of Debtor so to do, Guarantors jointly and severally shall pay the Indebtedness to Bank on demand with attorney fees and without relief from valuation and appraisal laws.

This guaranty shall continue until Bank has received from Guarantors written notice of termination of this guaranty respecting future loans, which termination shall not affect the obligation of Guarantors to pay all Indebtedness existing at time of such notice. Notice of amount of an extension of loans and credit pursuant hereto, together with presentment for payment, protest and nonperformance of any notes or instruments evidencing the Indebtedness, is hereby waived by Guarantors. This is a guaranty of payment and not merely of collection and Guarantors waive all rights to have Bank first attempt to secure payment of the Indebtedness from Debtor or any Co-Guarantor or any security now or hereafter held by Bank. Bank may take new, additional or substituted security or may fully or partially release existing security, for any of the Indebtedness, and may add Guarantors or fully or partially release one or more Guarantors, all without notice to any Co-Guarantor, without releasing or impairing the obligation of Guarantors to Bank hereunder. Forebearance on the part of Bank to enforce payment of any of the Indebtedness or any extension of time for payment shall not release Guarantors. Guarantors unconditionally waive any disability of, or defenses at law or equity available to, Debtor, including absence of liability, except for payment. Guarantors likewise waive any defense they now or hereafter have to any action brought to enforce this guaranty and agree this instrument shall be binding on the heirs, personal representatives, successors and assigns of Guarantors.

The unconditional liability of the Guarantors hereunder shall not be affected or diminished in any manner whatsoever because of the existence, or future creation, of any document or instrument which appears to curtail the liability of the Guarantors with respect thereto.

Delivered by Guarantors at South Bend, Indiana, this 1 day of

May, 1992.

Les G. Jones

✓ C. P. Jones

610 ADHUC RD. S. BEND, IN. 46612  
Address, City, State, ZIP 22-66  
Dorothy A. Jones

Address, City, State, ZIP

Address, City, State, ZIP

Corporate Seal)

TEST OR WITNESS:

Secretary or Witness

(Trade Firm or Corporate Name)

(Signature of Individual, Partner or Officer)

Title:

ACCEPTED AT South Bend, Indiana

as of the date thereof.

1st SOURCE BANK

By E. Ronald McDurden  
Title

# Resolution for Corporate Guaranty

I hereby certify to 1st Source Bank that the following is a true copy of Resolutions duly adopted by the Board of Directors of ARMED FORCES ELECTRONICS, LTD., a corporation, duly organized and existing under the laws of the State of Virginia, at a meeting held on Feb 11, 1991, and duly entered in the Minutes of said meeting, and that said Resolutions are in conformity with the Articles of Incorporation and the By-Laws of said corporation, and are now in full force and effect as originally adopted and have not been amended, altered or superseded:

"WHEREAS, DULLES EQUITIES, INC. ("Borrower") has applied to 1st Source Bank ("Bank") for extension of credit and/or financial accommodations and Bank is willing to extend and provide the same, but only on the condition that this corporation unconditionally guaranty payment of the same; and

WHEREAS, it is and will be to the direct benefit, advantage, and best interest of this corporation that such guaranty be given and such credit and accommodation be so extended and provided; and

WHEREAS, the Directors of this corporation have examined the form of guaranty requested and related loan documents and approve the terms thereof.

NOW THEREFORE BE IT RESOLVED, that to induce Bank to extend and provide such credit and financial accommodation to Borrower, and in consideration thereof, that LES E. JONES

of this corporation is/are hereby authorized and directed, for and in the name of this corporation and as its corporate act and deed, to guaranty and agree to make payment of such credit and accommodation to Bank, and to assign, transfer, convey, deliver, pledge, and encumber, or otherwise create and provide a security interest in, any and all of the property, real, personal or mixed, of this corporation as security for the payment and performance thereof;

RESOLVED FURTHER, that said officer(s) or person(s) of this corporation is/are authorized to execute and deliver such guaranty and security agreements in such amount and in such form and upon such terms and conditions and covering such continuous, successive and periodic transactions as Bank may require and said officer(s) or person(s) may approve with execution thereof;

RESOLVED FURTHER, that such authority is deemed to be retroactive and also such acts heretofore undertaken by said officer(s) and person(s), as authorized above, of this corporation are hereby ratified and confirmed; that the Secretary or any Assistant Secretary of this corporation is hereby authorized and directed to certify to the Bank the following: (a) a copy of these Resolutions; and (b) the name(s) and signature(s) of the officer(s) and person(s) referred to in said Resolutions;

RESOLVED FURTHER, that Bank may rely on these Resolutions until such time as it has been notified in writing of any change or revocation."

I certify to 1st Source Bank that the name(s) and signature(s) of the officer(s) and person(s) referred to in said Resolutions and authorized to sign as therein provided, are as follows:

NAME	TITLE	SIGNATURE
<u>LES E. JONES</u>	<u>Pres.</u>	<u>[Signature]</u>

I further certify that said corporation is organized for a perpetual term and that there does not exist any provision in the Articles of Incorporation or any Bylaw or contract of said corporation which limits or restricts the right of the corporation to act or perform as authorized in said Resolutions.

IN WITNESS WHEREOF, I hereunto set my hand and seal of this corporation this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
SECRETARY

STATE OF \_\_\_\_\_ }  
COUNTY \_\_\_\_\_ } SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ personally came \_\_\_\_\_, who, being duly sworn, did depose and say that he/she is the Secretary of

and that the foregoing certified resolution is true to the best of his/her knowledge and belief.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

RESIDENT OF \_\_\_\_\_ COUNTY

FO908 7 87

(Corporate Seal)

ATTEST OR WITNESS:

\_\_\_\_\_  
Secretary or Witness

[Signature]  
(Signature of Individual, Partner or Officer)  
Title: Pres.

ACCEPTED AT South Bend, Indiana as of the date thereof.

1st SOURCE BANK

By [Signature]  
Title \_\_\_\_\_

ss.ret

~~Aircraft shall at all times in accordance with the laws, rules, regulations and ordinances of the United States and all other sovereign jurisdictions thereof and in the manner set forth in the insurance covering said Aircraft will be operated at all times by a currently certified pilot having the minimum total pilot hours required by such insurance and Aircraft will at all times be maintained in an airworthy condition necessary for Aircraft.~~

4. The home airport of the Aircraft shall be identified in paragraph 2 hereof and shall not be changed nor shall Aircraft be removed from the Continental United States for a period exceeding consecutive 30 days, without the prior written consent of Bank. Buyer shall permit Bank to inspect both the Aircraft and all books, records and logs relating to the Aircraft, its flights and its maintenance, at all reasonable times.

5. Buyer will not use or permit the Aircraft to be used contrary to any laws of the United States, each of the states thereof or other sovereign jurisdictions where the aircraft may be operated, including but not limited to those relating to intoxicating liquors, narcotics, or controlled substances, and shall conform with all laws, rules and regulations governing Aircraft. Buyer will notify Bank immediately if the police or any other authority seizes or impounds the Aircraft.

6. Aircraft will be kept airworthy and in good repair and operating conditions in accordance with the rules and regulations of the Federal Aviation Administration and Buyer will not permit the same to be damaged or injured and shall not sell, assign, mortgage, grant a security interest in or otherwise dispose of the Aircraft or any interest therein, or any part thereof, including any equipment or accessories. Aircraft will not be leased or rented except with the prior written consent of Bank and Buyer will not suffer or permit any lien, encumbrance or charge of any character whatsoever upon or against Aircraft except this Security Agreement, and will pay or cause to be paid all taxes that may be levied against the Aircraft.

7. Buyer will obtain at its expense and keep in force, so long as any portion of the indebtedness is owing hereunder, such insurance on the Aircraft and such other insurance as Bank may require, written by a company or companies acceptable to Bank, and insuring against such hazards and in the amount of the full insurable value of the Aircraft, or in such other amount(s) and in such form(s) as are acceptable to Bank, and such policy or policies with premium receipts therefor shall be delivered to Bank, and the policy or policies shall by Endorsement acceptable to Bank, provide that losses thereunder shall be first payable to Bank as its interest may appear pursuant to a long form Loss Payable Endorsement, and Buyer hereby assigns to Bank the proceeds of all such insurance (including any refund or premium) to the extent of the indebtedness secured hereby, directs the insurer to make payments of any losses or refunds directly to Bank, and appoints Bank as Attorney-in-Fact to endorse any draft, check or other form of payment made by the insurer.

8. If Buyer fails to keep Aircraft free and clear of all encumbrances, liens and charges, except as herein provided, or to pay any tax or public charges thereon, or to keep the same airworthy and in good order and repair in accordance with rules and regulations of the Federal Aviation Administration, or fully insured as herein required, then Bank, at its discretion, may discharge such encumbrances, liens or charges, or pay such taxes or other public charges, or procure and maintain such insurance or make such repairs as it may deem advisable. All sums of money thus expended, and all other monies paid by Bank to protect its interest in the Aircraft shall be repayable by Buyer to Bank on demand, and if not so repaid shall be added to the indebtedness, bear interest, and be secured in like manner as the indebtedness.

9. No transfer, renewal, extension or assignment of this Agreement or any interest thereunder, or loss, damage injury or destruction of Aircraft shall release Buyer from its obligations hereunder.

10. All payments or other monies owing hereunder shall be paid by Buyer to Bank or Bank's Assignee without recoupment, set-off or counterclaim, either at law or in equity, and any payments otherwise made shall be at the risk of Buyer if not received by Bank or Bank's Assignee.

Buyer agrees to pay on any installment in default for a period of ten days or more a delinquency charge on the amount past due (both principal and interest) calculated at the rate of 5.00%. If the foregoing charge is not permitted by applicable law, then the Buyer shall pay a delinquency charge on the amount past due at the highest lawful rate enforceable against the Buyer.

11. Buyer may, subject to the Bank's express approval with respect to partial prepayment, prepay the unpaid principal balance of this contract at any time. Any prepayment, whether in whole or in part, shall be subject to the prepayment penalty of one percent (1%) per annum of the amount prepaid for the remaining term of the contract, measured from the date of prepayment. The unpaid principal balance remaining after application of a partial prepayment shall be spread over the remaining term of the contract, resulting in a recast schedule of installment payments, having due regard for the finance charge specified herein. The recast schedule shall be sent to the Buyer by the Bank.

12. Buyer will at all times be liable to and indemnify and save harmless Bank from and against any and all claims and liabilities on account of death, bodily injury or property damage occasioned by the use or ownership of Aircraft.

3. At the request of Bank, Buyer will join Bank in executing any additional documents needed to properly register Aircraft with the FAA.

4. Buyer shall be in default under this Agreement upon the happening of any one or more of the following events:

(a) Failure to make any payment when due hereunder or under the terms of any obligation between the Buyer and the Bank.

(b) Buyer defaults in payment or otherwise under the terms of any obligation for borrowed money, or any such obligation is declared due and payable before its expressed maturity.

(c) Failure to observe or perform any of the terms or conditions of the Aircraft Security Agreement.

(d) Failure to generally pay its debts when the same shall be due and payable.

(e) Any representation or warranty made herein by Buyer fails or is breached; or any statement made by Buyer in any credit application, or made in connection with the purchase of the Aircraft was incorrect, false or misleading when made.

(f) There shall occur any loss, theft, damage or destruction of the Aircraft or any portion thereof.

(g) There shall be any levy upon, seizure or attachment of the Aircraft or any portion thereof.

(h) The usual business of the Buyer shall be terminated or suspended or the Buyer should become insolvent, however evidenced, or the death of the Buyer.

(i) The Buyer should make an assignment for the benefit of creditors.

(j) Any petition under the United States Bankruptcy Code as in force or any state insolvency, readjustment of debt, dissolution or liquidation law or statute now or hereafter in effect should be filed by or against the Buyer.

at any of the events of default set forth in paragraph 14 of this Agreement, Bank shall have the right to demand immediate payment of all or any part of the indebtedness remaining unpaid, to be immediately due and payable together with interest thereon.

and upon the event that all or any part of the indebtedness shall become due and payable, Bank shall have the right to:

(a) Collect the unpaid balance of the indebtedness by suit or otherwise.

(b) Retake possession of Aircraft with or without process of law and for this purpose may enter any premises in a lawful manner where Aircraft may be found and remove same, and sell Aircraft either at public or private sale, after giving notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made, and at any such public sale the Bank may purchase Aircraft. Such sale may be conducted with or without having Aircraft at place of sale. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Buyer shown at the beginning of this contract, at least five (5) days before the time of sale or disposition. Bank may apply the proceeds of said sale, after first deducting all expenses and charges of obtaining possession of Aircraft, or reconditioning same and of said sale, including reasonable attorney fees, to payment of the unpaid balance of the indebtedness, and all accrued interest thereon, and any surplus shall be paid to, and any deficiency shall be paid by the Buyer, including any reasonable attorney's fees and court costs incurred in the recovery of such deficiency. While repossessing Aircraft, or removing it from a place of repossession to a place of storage and/or sale, Bank may, if permitted by law, use any of Buyer's licenses in respect to Aircraft. All of the foregoing shall be deemed to be a commercially reasonable method of disposing of the Aircraft.

16. Any delay on the part of Bank in exercising any power, privilege or right hereunder or under any other instrument executed by Buyer to Bank in connection herewith shall not operate as a waiver thereof and no single or partial exercise of any power, privilege or right shall preclude other or further exercise thereof, or the exercise of any other power, privilege or right. The waiver by Bank of any default by Buyer shall not constitute a waiver of any subsequent defaults, but shall be restricted to the default so waived. If any part of this Agreement shall be contrary to any law which Bank might seek to apply or enforce or should otherwise be defective, the other provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect. All rights, remedies and powers of Bank hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies and powers given hereunder or in or by any other instruments or any laws now existing or hereafter enacted.

17. Buyer will do all such acts and execute all instruments of further assurance as shall be reasonably requested by Bank to do or execute for the purpose of fully carrying out and effectuating this Agreement and its intent and shall furnish all documents that Bank shall reasonably request. Buyer also agrees, when requested, to do all things necessary to perfect Bank's security interests in the Aircraft and authorizes Bank in Buyer's absence to affix its signature to any Federal Aviation Administration form relating the Aircraft as security as well as any Uniform Commercial Code Financing Statement(s), all in order to perfect any and all security interest as may be required hereby. Buyer agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement may be filed as a financing statement.

18. Buyer shall pay all out-of-pocket expenses and all costs of any nature whatsoever incurred by Bank in connection with making of this loan, including but not limited to all filing fees and recording costs, stamp taxes and attorney's fees actually incurred.

19. Buyer, including any guarantor hereunder, hereby waives presentment, demand, protest, notice of protest, and non-payment or dishonor, notice of the sale of any collateral security and all benefit of valuation appraisement, and all exemption laws now in force or hereafter passed, including stay of execution and condemnation.

20. This Agreement shall apply and inure to the benefit of and bind the successors and assigns of Buyer and Bank, and the terms "Buyer" and "Bank" include and mean, respectively, the successors and assigns of Buyer and Bank.

21. This Aircraft Security Agreement includes all oral or written agreements, representations, covenants, warranties and communications between the Buyer and Bank and their respective agents, servants and employees and constitutes the full and complete agreement between the Buyer and Bank. This Agreement can be modified or amended only by means of an instrument in writing signed by both parties hereto.

22. Buyer agrees that this loan is being made to Buyer in Indiana. Buyer agrees that Buyer's payments are made when accepted by Bank in Indiana.

## Continuing Guaranty



To induce 1st Source Bank, South Bend, Indiana ("Bank"), to rely hereon and from time to time make loans and advances of credit to and/or other credit arrangements with \_\_\_\_\_

DULLES EQUITIES, INC.

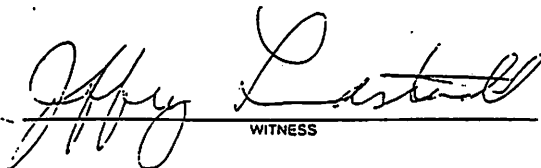
("Debtor"), and for other valuable consideration, and intending to be legally bound, the undersigned guarantors and each of them, hereinafter jointly and severally designated as "Guarantors," do hereby jointly and severally unconditionally promise and guarantee to Bank that Debtor shall promptly and fully pay and satisfy any and all debts and obligations, both present and future, direct or contingent, and however accruing or arising from Debtor to Bank ("Indebtedness"), and upon failure of Debtor so to do, Guarantors jointly and severally shall pay the Indebtedness to Bank on demand, without relief from valuation and appraisal laws, and shall also pay the cost of collection and expenses of the Bank, including all attorney's fees, in enforcing this Guaranty or in defending any suit based on any act of commission or omission of Bank with respect to or in any way relating to the Indebtedness, any collateral securing the Indebtedness or this Guaranty.

Notice of amount of and extension of loans and credit pursuant hereto, together with presentment for payment, protest and nonperformance of any notes or instruments evidencing the Indebtedness, is hereby waived by Guarantors. Guarantors agree that any of the Indebtedness and any payments coming due thereunder may be extended, renewed, increased, accelerated, compromised, or in any way modified, from time to time without any notice to or consent of Guarantors and without in any way affecting Guarantor's liability. This is a Guaranty of payment and not merely of collection and Guarantors waive all rights to have Bank first attempt to secure payment of the Indebtedness from Debtor, if Debtor fails to pay, or any Co-guarantor or any collateral now or hereafter held by Bank. Bank may take new, additional or substituted collateral or may fully or partially release any collateral for any of the Indebtedness, and may add guarantors or fully or partially release any maker, co-maker, or guarantor of the Indebtedness of Debtor, all without notice to any Guarantor, and without releasing or impairing the obligation of Guarantors to Bank hereunder. Guarantors agree that any impairment of recourse by Bank, including, but not limited to a failure to perfect any security interest or lien in any collateral securing Indebtedness of Debtor or any other obligor shall not release or impair the obligation of Guarantor to Bank hereunder. Forbearance on the part of Bank to enforce payment of any of the Indebtedness or any extensions of time for payments shall not release Guarantors. Guarantors unconditionally waive any disability of, or defenses at law or equity available to, Debtor, including absence of liability, except for payment. Guarantors likewise waive any defense they may now or hereafter have to any action brought to enforce this Guaranty and agree this instrument shall be binding on the heirs, personal representatives, successors and assigns of Guarantors.

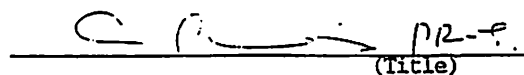
Guarantors authorize Bank, without notice, to apply to the payment of any Indebtedness, any balances, credits, accounts, deposits, monies of any kind whatsoever of Guarantors whether in possession of or in transit to Bank. Guarantors hereby subordinate any indebtedness now or hereafter arising to Guarantors by Debtor and any such indebtedness is hereby assigned to Bank. Guarantors have no right of subrogation by reason of payment of any amount under this Guaranty.

No waiver of Bank of any guaranty default by Guarantors shall be effective unless obtained in writing signed by Bank and no effective waiver of a guaranty default shall operate as a waiver of any other guaranty default or of this same default on a future occasion. This Guaranty may be terminated as to future transactions with Debtor by Guarantors giving written notice of termination to Bank which shall be deemed effective as of Noon of the next succeeding business day following receipt thereof by Bank. No such notice shall release Guarantors from their liability to pay all Indebtedness existing as of the effective date of termination and all extensions and renewals thereof and any Indebtedness arising as a result of the then existing loan documents between Debtor and Bank. This Guaranty shall be construed under the laws of the State of Indiana and any provision which is deemed to be invalid shall be ineffective only to the extent of such invalidity without affecting remaining provisions hereunder.

Delivered by Guarantors to Bank on the 10 day of May, 1992

  
WITNESS

ARMED FORCES ELECTRONICS, LTD.

  
(Title)

PRINT OR TYPE ALL INFORMATION

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

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

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

Index numbers of subsequent statements (For office use only)

<p>Name &amp; mailing address of all debtors, trade styles, etc. No other name will be indexed.</p> <p>ARMED FORCES ELECTRONICS, LTD. 8300 Boone Blvd. - Suite 750 Vienna, VA 22180</p> <p>(620701)</p>	<p>Check the box indicating the kind of statement. Check only one box.</p> <p><input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT</p> <p><input type="checkbox"/> CONTINUATION-ORIGINAL STILL EFFECTIVE</p> <p><input type="checkbox"/> AMENDMENT</p> <p><input type="checkbox"/> ASSIGNMENT</p> <p><input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL</p> <p><input type="checkbox"/> TERMINATION</p>
---	---

<p>Name &amp; address of Secured Party</p> <p>1st SOURCE BANK - Aircraft Division P.O. Box 1602 South Bend, IN 46634</p>	<p>Name &amp; address of Assignee</p>
--	---------------------------------------

<p>Date of maturity if less than five years</p>	<p>Check if proceeds of collateral are covered <input checked="" type="checkbox"/></p>
---	--

Description of collateral covered by original financing statement

ALL GOODS, ACCOUNTS RECEIVABLE, INVENTORY, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, GENERAL INTANGIBLES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO ABOVE DEBTOR OR IN WHICH ABOVE DEBTOR HAS ANY INTEREST, AND ALL PROCEEDS THEREOF.

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

Describe Real Estate if applicable:

<p>ARMED FORCES ELECTRONICS, LTD.</p> <p><i>[Signature]</i></p> <p>Signature of Debtor if applicable (Date) (Title)</p>	<p>1st SOURCE BANK - AIRCRAFT DIVISION</p> <p><i>[Signature]</i></p> <p>Signature of Secured Party if applicable (Date) (Title)</p>
---	---



PLEDGE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 1990  
by and between 1st SOURCE BANK, hereinafter called "BANK", and ARMED  
FORCES ELECTRONICS, LTD., hereinafter called "PLEDGOR".

This Agreement covers and includes the financing of any and all  
aircraft which may be financed by BANK for DULLES EQUITIES, INC., here-  
inafter called "DEBTOR".

WHEREAS, DEBTOR desires to transact business with and to obtain  
credit from BANK; and

WHEREAS, BANK requires additional security in order to transact  
business with and to extend or continue credit to DEBTOR.

NOW, THEREFORE, in consideration of the premises and of other good  
and valuable consideration, to induce BANK to transact such business,  
PLEDGOR has given to BANK its Guaranty to secure to BANK the prompt and  
punctual payment of those sums borrowed by DEBTOR from BANK.

NOW, THEREFORE, in order to secure to BANK its Guaranty, PLEDGOR  
hereby assigns to BANK and pledges hereunder all goods, accounts  
receivable, inventory, chattel paper, notes, contract rights, general  
intangibles and property of every kind and nature, wherever located,  
now or hereafter belonging to PLEDGOR or in which PLEDGOR has any  
interest, and all proceeds thereof, hereinafter called "GOODS."

PLEDGOR agrees the GOODS will remain as security for BANK until  
all sums due under any financing agreements by and between DEBTOR and  
BANK have been fully satisfied.

In the event of default by DEBTOR in the performance of any of the  
terms of any financing agreements between BANK and DEBTOR, or by PLEDGOR  
under the Guaranty given by PLEDGOR, BANK may, without notice, exercise  
all rights and remedies provided in the Uniform Commercial Code in force  
in the state of Indiana.

This Agreement shall be governed by and construed in accordance  
with the laws of the state of Indiana.

ARMED FORCES ELECTRONICS, LTD.  
(PLEDGOR)

By: [Signature]  
Title: VP

1st SOURCE BANK

By: [Signature]  
Title: [Signature]

3/89



ADVANCE PAYMENT  
NOTICE

AIRCRAFT DIVISION  
P.O. BOX 1802  
SOUTH BEND, IN

48834

TRANSPORTATION  
AND EQUIPMENT  
GROUP

BASE RATE CHANGE HAS AFFECTED YOUR RATE- OLD 12.0000 NEW 11.5000 08/01/89

ACCOUNT 3188050 NOTE 829701

DULLES EQUITIES INC  
8300 BOONE BLVD  
SUITE 750  
VIENNA VA 22180

PRINCIPAL BALANCE	1,901,900.00
BALANCE FORWARD	.00
PRINCIPAL	.00
INTEREST	18,490.89
MISC. CHARGES	.00
LATE FEES	.00
TOTAL AMOUNT DUE	18,490.89

8/21/89  
#113

PLEASE REMIT BY 08/21/89

RETAIN THIS COPY FOR YOUR RECORDS.

8/89



ADVANCE PAYMENT  
NOTICE

AIRCRAFT DIVISION  
P.O. BOX 1802  
SOUTH BEND, IN

48834

TRANSPORTATION  
AND EQUIPMENT  
GROUP

BASE RATE CHANGE HAS AFFECTED YOUR RATE- OLD 12.0000 NEW 11.5000 08/01/89

ACCOUNT 3188050 NOTE 829702

DULLES EQUITIES INC  
8300 BOONE BLVD  
SUITE 750  
VIENNA VA 22180

PRINCIPAL BALANCE	809,000.00
BALANCE FORWARD	.00
PRINCIPAL	.00
INTEREST	8,123.82
MISC. CHARGES	.00
LATE FEES	.00
TOTAL AMOUNT DUE	8,123.82

8/21/89  
#114

PLEASE REMIT BY 08/21/89

RETAIN THIS COPY FOR YOUR RECORDS.



ADVANCE PAYMENT  
NOTICE

AIRCRAFT DIVISION  
P.O. BOX 1802  
SOUTH BEND, IN

48834

TRANSPORTATION  
AND EQUIPMENT  
GROUP

BASE RATE CHANGE HAS AFFECTED YOUR RATE- OLD 12.5000 NEW 12.0000 07/02/89

7/89

ACCOUNT 3188050 NOTE 829701

DULLES EQUITIES INC  
8300 BOONE BLVD  
SUITE 750  
VIENNA VA 22180

PRINCIPAL BALANCE	1,901,900.00
BALANCE FORWARD	.00
PRINCIPAL	.00
INTEREST	19,283.18
MISC. CHARGES	.00
LATE FEES	.00
TOTAL AMOUNT DUE	19,283.18

8/21/89  
#113

PLEASE REMIT BY 07/21/89

RETAIN THIS COPY FOR YOUR RECORDS.

This is old  
note

119

ADVANCE PAYMENT  
NOTICE

P.O. BOX 1602  
SOUTH BEND, IN 46634

TRANSPORTATION  
AND EQUIPMENT  
GROUP

NO BASE RATE CHANGE HAS AFFECTED YOUR RATE

ACCOUNT 3168050 NOTE 629701

DULLES EQUITIES INC  
8300 BOONE BLVD  
SUITE 750  
VIENNA, VA 22180

PRINCIPAL BALANCE	\$1,901,900.00
BALANCE FORWARD	\$0.00
PRINCIPAL	0.00
INTEREST	17,434.16
MISC. CHARGES	0.00
LATE FEES	0.00
TOTAL AMOUNT DUE	\$17,434.16

PLEASE REMIT BY 05/21/90

RETAIN THIS COPY FOR YOUR RECORDS.

 **Source  
Bank**

ADVANCE PAYMENT  
NOTICE

AIRCRAFT DIVISION  
P.O. BOX 1602  
SOUTH BEND, IN 46634

TRANSPORTATION  
AND EQUIPMENT  
GROUP

NO BASE RATE CHANGE HAS AFFECTED YOUR RATE

ACCOUNT 3168050 NOTE 629701

DULLES EQUITIES INC  
8300 BOONE BLVD  
SUITE 750  
VIENNA, VA 22180

PRINCIPAL BALANCE	\$1,901,900.00
BALANCE FORWARD	\$0.00
PRINCIPAL	0.00
INTEREST	17,434.16
MISC. CHARGES	0.00
LATE FEES	0.00
TOTAL AMOUNT DUE	\$17,434.16

PLEASE REMIT BY 05/21/90

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE.

 **Source  
Bank**

ADVANCE PAYMENT  
NOTICE

AIRCRAFT DIVISION  
P.O. BOX 1602  
SOUTH BEND, IN 46634

TRANSPORTATION  
AND EQUIPMENT  
GROUP

NO BASE RATE CHANGE HAS AFFECTED YOUR RATE

ACCOUNT 3168050 NOTE 629702

DULLES EQUITIES INC  
8300 BOONE BLVD  
SUITE 750  
VIENNA, VA 22180

PRINCIPAL BALANCE	\$609,000.00
BALANCE FORWARD	\$0.00
PRINCIPAL	0.00
INTEREST	5,582.51
MISC. CHARGES	0.00
LATE FEES	0.00
TOTAL AMOUNT DUE	\$5,582.51

PLEASE REMIT BY 05/21/90

RETAIN THIS COPY FOR YOUR RECORDS.

 **Source  
Bank**

ADVANCE PAYMENT  
NOTICE

AIRCRAFT DIVISION  
P.O. BOX 1602  
SOUTH BEND, IN 46634

TRANSPORTATION  
AND EQUIPMENT  
GROUP

NO BASE RATE CHANGE HAS AFFECTED YOUR RATE

ACCOUNT 3168050 NOTE 629702

DULLES EQUITIES INC  
8300 BOONE BLVD  
SUITE 750  
VIENNA, VA 22180

PRINCIPAL BALANCE	\$609,000.00
BALANCE FORWARD	\$0.00
PRINCIPAL	0.00
INTEREST	5,582.51
MISC. CHARGES	0.00
LATE FEES	0.00
TOTAL AMOUNT DUE	\$5,582.51

PLEASE REMIT BY 05/21/90

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE.

YOUNG & GOLDMAN

LAWYERS

P.O. BOX 1946

ALEXANDRIA, VIRGINIA 22313

(703) 684-3260

FACSIMILE: (703) 548-4742

H. ALAN YOUNG  
NEIL D. GOLDMAN

OF COUNSEL

JOHN P. VAN BEEK, VA. DC, MD  
KENNETH E. LABOWITZ, VA. DC, TX, CA

510 KING STREET  
SUITE 416  
ALEXANDRIA, VIRGINIA

2000 L STREET, N.W.  
SUITE 504  
WASHINGTON, D.C.

October 4, 1991

Honorable Rosemarie Annunziata  
Judge of the Circuit Court  
Fairfax County Courthouse  
4110 Chain Bridge Road  
Fairfax, Virginia 22030

Re: John F. Weber v. Les G. Jones, et al  
Law No. 104935

Dear Judge Annunziata:

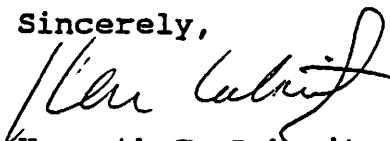
I am writing with reference to the Motion for Sanctions filed on behalf of Trafalgar House Residential, Inc.

When my client read the motion and the supplement that I filed with the Court, he recalled receiving some payments on the lease/purchase agreement drawn on a Dulles Equities, Inc., account. I had represented to the Court that the payments made on Mr. Jones' behalf came from accounts other than that of Dulles Equities, Inc. In fact, the original payments and the payments made recently have all been from other accounts, but some payments in the middle period were drawn on Dulles Equities, Inc., accounts.

The basis for the claim for sanctions on behalf of Trafalgar House remains undisturbed: no legal obligation attached from Trafalgar House's receipt of any payment on the lease/purchase agreement to inquire as to the status of other creditors or claimants to those funds. For purposes of the demurrer, the Court treated as true the allegations that Trafalgar House had received funds from accounts belonging to Dulles Equities, Inc., so the basis for the granting of the demurrer remains undisturbed.

Sincerely,

Exh 10

  
Kenneth E. Labowitz

cc: Stephen J  
Counsel



**Capital Homes**  
*Virginia, Inc.*

July 3, 1990

Mr. Les Jones  
8300 Boone Blvd.  
Vienna, Virginia 22180

RE: Woodland Falls Lot 6

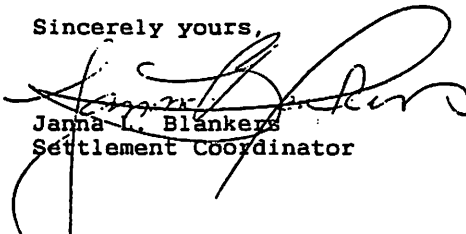
Dear Mr. Jones:

Enclosed for your records is a copy of the ratified Purchase Agreement for your new Capital home.

While your primary contact from now until settlement will be your Sales Consultant, I will be able to assist in the loan approval process, scheduling your pre-settlement orientation, and scheduling your settlement.

If you have any problems with your lender, please feel free to contact me.

Sincerely yours,

  
Janna L. Blankens  
Settlement Coordinator

Enclosure

**PLAINTIFF'S  
EXHIBIT**

11  
ALL-STATE LEGAL SUPPLY CO.

8300 Greensboro Drive • Suite 200 • McLean, Virginia 22102  
(703) 749-9111 • METRO (703) 435-5020 • FAX (703) 749-9179



112



# TRAFALGAR HOUSE RESIDENTIAL VIRGINIA

## VIRGINIA PURCHASE AGREEMENT

THIS IS A LEGALLY BINDING AGREEMENT. IF YOU DO NOT UNDERSTAND IT YOU SHOULD SEEK LEGAL ADVICE.

6 - Woodland Falls  
Lot No./Bldg. No./Sec./Block/Subdivision

10904 Woodland Falls Drive  
Legal Address

Great Falls VA 22066  
City State Zip Code

Fairfax  
County

### DECLARATION OF TERMS

The following terms shall apply to this agreement:

Agreement Date 22 June 1990 Original Purchase Price: \$ 620,000  
The words you, your and yours means the Buyer(s) Loan Amount  
named here: Lee G. Jones (excluding P.M.I.): \$ 500,000

Payment Schedule:  
(1) Earnest Money Deposit paid upon signing this Agreement \$ 30,000  
(2) Additional Deposit, if applicable, to be paid by NA 19 NA  
(3) Cash from Mortgage at Settlement \$ 500,000  
(4) Balance of Downpayment from you in cash or certified check at Settlement (excluding your Settlement Cost requirements) \$ 90,000

Buyer's Address is:  
5300 Boone Blvd  
Vienna VA 22180  
Phone: 759-7080 or 442-4600  
We, us and our means  
Trafalgar House Residential, Virginia (Seller)  
a division of Trafalgar House Property, Inc.  
Our Address is:  
8300 Greensboro Drive, Ste. 200  
McLean, Virginia 22102

House Type: Kenwich S94 (5) Settlement will be at the Offices of:  
Elevation: elev. 1 roof / elev. 2 profile Great American Title Co.

Architectural Options preselected by Seller:  
See option sheet (6) Estimated completion of construction:  
date 22 June 1990 15 July 1990

Selling Broker: \_\_\_\_\_ % (7) Homeowners Association:  
Address: \_\_\_\_\_ Documents received by Buyer(s) (X)  
Agent: \_\_\_\_\_ (8) This Property will be:  
Phone No: \_\_\_\_\_ Owner occupied (X)  
Investment property (-)

### Addendums to this Agreement

Financing Addendum <u>(X)</u>	Investor Addendum <u>(-)</u>
Insulation Addendum <u>(X)</u>	VA Addendum <u>(-)</u>
Standard Option Order dated 22 June p1-3 <u>(X)</u>	Other Radon Addendum <u>(X)</u>
Settlement Costs/HOW Addendum <u>(X)</u>	Other Information Addendum <u>(X)</u>
Customer Selection Addendum <u>(X)</u>	Other Marble/Wood Addendum <u>(X)</u>
Contingency Addendum <u>(-)</u>	Other Lease-Purchase Addendum <u>(X)</u>

This Purchase Agreement will be effective when signed by both you and us. It includes all pages and addendums checked above. Buyer give Seller permission obtain a report of Buyers Credit.

BUYER(S): SSX 553-864395 SELLER:

X 1622-90 By: 16/22/90  
Date Date

(Single) Title: Vice President

Witness

- You agree to purchase and we agree to sell the Property.

#### PLANS

- You have reviewed the House Type and elevation. All options are selected on the Standard Option Order. The price of each option will be determined from the option price list in effect at time of selection.

#### PURCHASE PRICE

- You will pay the Purchase Price at the times called for in the Payment Schedule.

#### DEED OF TRUST LOAN

- If the loan amount is filled in on the declaration page, you will be obtaining a loan for part of the Purchase Price and this Agreement is contingent upon your obtaining financing. The Financing Addendum explains the terms related to your loan. ~~If financing cannot be obtained, all earnest monies paid on account will be refunded subject to the following: It is expressly agreed that should you elect to sign a non-contingent contract, then an inability to obtain financing due to failure to sell or rent your current property shall not result in a refund of your deposits.~~ You agree to place a First Deed of Trust or loan secured on said premises at the prevailing available rate of interest at the time of Settlement. You agree to make a diligent, truthful and complete loan application within five (5) days from the date of acceptance of this Purchase Agreement. The failure to apply for or diligently pursue financing will be considered a breach of this Agreement and we may declare this Agreement null and void and retain all or part of your deposit.

- The making of any false statements in the Confidential Customer Information Sheet or in the loan application shall entitle us to terminate this Agreement and to retain the Earnest Money Deposit as liquidated damages. Upon obtaining and accepting financing, you shall furnish us with evidence of such acceptance satisfactory to us. ~~If within sixty (60) days from loan application we have not received satisfactory evidence of such financing, we may, at our option, return your deposit leaving this Agreement null and void. We may not return money paid to us for optional features selected by you.~~ Additionally, you expressly authorize your lender to provide us any requested information regarding specifics of the status of your loan and agree to sign a separate authorization, if required, to release information from your lender.

#### SETTLEMENT

- ~~Commencement of the lease period~~  
Settlement will take place when your House is habitable as defined by the controlling agency within your appropriate jurisdiction even if some work listed on the "Pre-Settlement Inspection List" needs to be completed by us. The existence of any incomplete work or defects shall not delay Settlement or postpone your obligations so long as a Residential Use Permit (also known as Certificate of Occupancy) has been issued by the appropriate governmental authorities before Settlement. Settlement will be at the attorney's office or title company referred to on Page 1 of this Agreement. We will give you at least seven (7) days notice before Settlement.

*\* beyond the 24 month lease period*

- ~~If the Settlement has not taken place within one (1) year from the Agreement Date because of delay, you may end this Agreement and receive the refund of your Earnest Money Deposit.~~

#### DEED

- The Special Warranty Deed will give you ownership of the Property with good and merchantable title, free and clear of all encumbrances except for:

- mortgages/deeds of trust placed on the Property by you;
- any recorded restrictions, covenants, liens and easements;
- any other easements of record;
- homeowners association covenants and agreements, liens; and
- governmental requirements.

~~If we are unable to deliver the Title to the Property as set forth above, we can end this Agreement and return your Earnest Money Deposit or we can correct any problem within a reasonable time. In case legal steps are necessary to perfect the Title, we will take such steps promptly and at our expense provided that the time scheduled for full Settlement shall be extended by the amount of time required for such legal action.~~

#### COSTS

- You will pay all Settlement Costs (including attorney fees, title company fees and Grantor's tax), except as may be provided on the Settlement Cost Addendum. We will apportion all charges for real estate taxes and assessments as of the date of Settlement. After Settlement, you will be responsible for all charges against the Property.

- You have the right to be represented by an attorney of your choice at your expense in all matters arising under this Agreement.

## POSSESSION

- You will have the right to possession of the Property <sup>according to the terms of the lease period.</sup> after Settlement. You must have our written permission in order to enter the Property before Settlement: ~~that time.~~

## CONSTRUCTION OF HOUSE

- Construction will begin within a reasonable time after:
  - we receive all necessary governmental and private approvals;
  - we receive all payments due to us; and
  - we receive proof, satisfactory to us, of your ability to pay the balance of the Purchase Price at Settlement...
- The house will be constructed according to applicable building codes, inspected by applicable agencies or certified engineers, and constructed according to the approved standards.
- Construction will be done in a workmanlike manner and will reasonably follow the House Type. We have the right to:
  - determine the ground elevation and location of the house on the lot;
  - reverse the physical layout of the house;
  - substitute materials and equipment similar to pattern and design and substantially equivalent in quality as shown on the House Type;
  - remove trees and shrubbery from the lot as directed by the appropriate governmental officials in the jurisdiction, but will not be liable for any damage to or loss of trees or shrubbery not removed; and
  - change streets, foundations, driveways, drainage, grading schemes and other site details.
- You understand that there is a possibility for minor modifications from the plans as the actual house is constructed which may be necessitated by construction codes, architectural demands, or governmental authorities. These matters will be resolved in our sole discretion although we will make a good faith effort to keep you informed of any changes.

## DELAY IN CONSTRUCTION

- Certain events may cause a delay in construction or our compliance with this Agreement. These events include, but are not limited to, labor problems, theft, lack of supply of labor or material, governmental order or action, governmental approvals, acts or neglect by you or others, or an inability of a developer to act, adverse weather, or other casualty, disaster, or act of God. We will not be liable for any delay.
- If there is a delay of more than 180 days from the estimated completion of construction date, at our option, we can do any one or more of the following:
  - end this Agreement and return your Earnest Money Deposit;
  - extend the time of Settlement; and/or
  - proceed to Settlement and complete the unfinished work as soon as reasonably possible after Settlement.

## TIME

- Time is of the essence for your attendance at Settlement and payment of the Purchase Price and Settlement Costs. This means that liability will be incurred by you in the event you fail to close on the date selected. Any delay on your part for any reason whatsoever in completing Settlement when scheduled will result in a delay penalty of \$ see lease per day at our option.  
purchase terms.

## BUYER'S DEFAULT

- Buyer(s) will forfeit its rights under this Agreement if Buyer(s) fails to:
  - settle as scheduled;
  - make a payment on time;
  - complete and give us the Standard Option Order within ten (10) days of notification by us;
  - provide financial information satisfactory to us within five (5) days from the date of Acceptance that you will be able to pay the balance of the Purchase Price at Settlement;
  - provide financial information satisfactory to Lender within five (5) days from request by Lender to do so;
  - make timely mortgage loan application and comply with all requirements of the lending institution; and/or
  - comply with this Agreement.

22 June 1990

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- If Buyer(s) fails to perform on all terms and conditions of this Agreement, we can do any one or more of the following:

- end this Agreement;
- retain the down payment(s) as liquidated damages;
- exercise any other legal or equitable remedies in which case we may retain the Earnest Money Deposit as a general fund for the payment of damages; and/or
- retain all sums paid for optional features selected by you

- We will not waive any right just because we delayed or failed to enforce that right.

#### ~~RISK OF LOSS~~

~~We assume the risk of loss or damage to the Property by fire or other casualty until Settlement.~~

#### INSPECTION

- In order to comply with insurance requirements and to assure your safety and the safety of our personnel, you shall not come upon the Property or enter the house during the construction period unless you have made a written request, which has been approved by the Seller, for permission to enter the property. To enter without permission will be considered a breach of this Agreement.

- We will notify you in writing seven (7) days prior to the approximate Settlement date.

We will notify you of a Pre-Settlement Inspection to be scheduled prior to the approximate Settlement date.

The purpose of this inspection is to inspect the house together to produce a mutually agreed upon list of items to be completed or corrected, the "Pre-Settlement Inspection List."

#### WARRANTY

All furniture, personal property, furnishings, wallpaper, shrubbery, fences, landscaping, patios and recreational facilities exhibited in the Model Homes are for exhibition purposes only and are not included in the Purchase Price.

- At Settlement, we will provide you with an approved prepaid application which will cause the issuance of the written H.O.W. (Homeowners Warranty Corporation) Warranty in effect as of the date of settlement which warrants your home against defects in materials and workmanship. The form of your warranty will be substantially like the one shown to you prior to the signing of this Agreement.

~~YOU EXPRESSLY AGREE TO ACCEPT THE WARRANTY IN LIEU OF ALL WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE SPECIFIED IN Section 55-70.1 OF THE CODE OF VIRGINIA.~~

Your final payment of the Purchase Price and your acceptance of the Deed of Conveyance shall constitute a waiver and complete release of all claims by you against us or our agent except those specified in the written Final Inspection List or covered by the H.O.W. Warranty.

#### HOMEOWNERS ASSOCIATION

- If this Property is sold subject to Declaration of Covenants, Conditions and Restrictions, whether recorded or to be recorded, you shall be entitled to the rights and subject to the obligations provided in those documents.

You may be required to pay fees, charges, dues or assessments as shall be levied by a homeowners association.

~~PURSUANT TO THE REQUIREMENTS OF Section 55-511 OF THE CODE OF VIRGINIA, YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING IS LOCATED WITHIN A DEVELOPMENT WHICH IS SUBJECT TO THE VIRGINIA PROPERTY OWNERS' ASSOCIATION ACT AND THAT UPON YOUR WRITTEN REQUEST TO TRAFALGAR HOUSE RESIDENTIAL, VIRGINIA, YOU WILL RECEIVE A DISCLOSURE PACKET PROVIDING INFORMATION ABOUT THE HOMEOWNERS ASSOCIATION AS REQUIRED BY STATUTE.~~

#### EASEMENTS

- You expressly agree to take title to the Property subject to easements, if any, created or to be created prior to or after Settlement in favor of utility companies, governmental authorities, homeowners' associations or other public use for the installation of utilities, storm drainag<sup>e</sup> easements, or other such matters as may be necessary or appropriate for the complete development of the lot and/or the subdivision of which it is a part. You hereby appoint us (Seller) as your attorney-in-fact to execute such easements, covenants, restrictions, rights of way, and the like on your behalf after Settlement; provided, however, that such matters are strictly

for the benefit of your lot and/or the subdivision of which it is a part. Your appointment of Seller as your attorney-in-fact shall be evidenced in the Deed, and shall be effective until the entire subdivision is accepted by the appropriate governmental authorities as complete and all obligations of Seller related to the subdivision have been fulfilled, or five (5) years from the date of Settlement, whichever occurs first. It is understood that we, acting as your attorney-in-fact, shall not take any such action as will diminish the habitability of your home and shall take only those actions that may be reasonably required in the course of business to meet the requirements of utility companies, governmental authorities, homeowners' associations or other public use.

#### ASSIGNMENT

- This Agreement is not assignable by the Buyer(s) and is binding on both parties, their heirs, representatives, and successors.

#### NOTICE

- All notices must be in writing and sent to the addresses on the first page of the Agreement. Such notices are presumed to be in effect when delivered personally or if sent by mail.

#### APPLICABLE LAW

- The terms of this Agreement shall be interpreted in accordance with the prevailing law of the Commonwealth of Virginia. If any part of this Agreement is illegal, the rest of this Agreement will remain in full force and effect.

#### ENTIRE AGREEMENT

- The entire Agreement is contained in this Agreement and the addendums. We will not be legally responsible for any other representations or warranties, expressed or implied, by any salesperson or other person. Any change in this Agreement must be in writing and signed by both parties. Our Model Homes, sales brochures, advertising and other promotional materials are not part of this Agreement.

#### DEFINITIONS

Acceptance Date - date of the signature of the Buyer(s) or Seller to sign page 1 of 5 of this Agreement.

Agreement - this Purchase Agreement.

Charges Against the Property - includes, but are not limited to, real estate and property value taxes, homeowners association and other benefit assessments, charges for water, sewer and drainage and other public improvements, and private utilities and/or their use.

Deed - a Special Warranty Deed.

Deed of Trust - the Mortgage referred to in the Financing paragraph.

Homeowners Association - the Homeowners Association, if any, for the subdivision in which the Property is located.

House - the House Plan set forth on the Declaration Page.

Lot - the Lot described on Page 1 of this Agreement.

Options Selection - includes structural choices to be made at time of Contract and "option" choices (such as carpet and flooring) to be completed by date specified on the Customer Selection Addendum.

Payment Schedule - the times and amounts for payment of the Purchase Price.

Property - the Lot and the House to be constructed by us on the Lot.

Purchase Price - the price which you will pay to us for the Property.

Settlement - the time when the full Purchase Price is paid by you to us and we then deliver to you a Deed to the Property.

Settlement Costs - includes, but not limited to, the following charges: Document Processing Fee, Settlement Fee, Title Examination, Title Insurance Fees, Recording Fees, City/County Tax/Stamp, State Tax/Stamp, Grantor's Tax, Notary Fees and Messenger Fees.

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## STANDARD OPTION ORDER

DATE 22 June 1990PAGE 2 OF 3

## TRAFALGAR HOUSE RESIDENTIAL VIRGINIA

SUBDIVISION Woodland Falls	LOT 6	SECT —	PROPERTY ADDRESS 10904 Woodland Falls Drive	TYPE/ELEV 594 garage ramp	CONTINGENT YES ___ NO <u>X</u>
NAME Jones		(H) 759-7080 (M) 442-4600			
ADDRESS 8300 Boone Blvd.					
CITY Vienna		State VA	Zip 22180		
ELECTRICAL SELECTIONS Sec. A.			SALES PRICE	FRAMING SELECTIONS Sec. B.	
alt. light fixture BrkRm. *P3726				laundry room closet std.	
7 fan prewire: 1 MBR, 1 lib., etc13					
2 FR, 1 @ BR 2,3,4 etc12				remove delete library closets	
2 sets spots rear corners std.				4° french doors in place of windows in BrkRm dro25	
1 extra phone jack BR 2 phone					
2 extra TV prewire TV2					
4 capped prewire for light				2 skylights in BrkRm wdw%	
sconces over SR & LR FPS				leave double door opening between BRs 2 and 4	
				upgrade trim except lib.	
				DR picture panels	
				2° door from BR1 into hall	
				bath to swing against tub	
			NC	NO MARBLE THRESHOLD	
			NC	leave ceramic as is	
Sub-TOTAL SECTION A.				TOTAL SECTION B.	
Sub-TOTAL SECTION B.					
GRAND TOTAL THIS PAGE			\$	DATE <u>6/22/90</u> P. 2 of 3	

This amendment entered into on the 22 day of June 19 90 for the purpose of showing the selling price from \$ 620,000 to \$ 620,000 as the Buyer(s) wishes to include the above items.

The Buyer(s) understands that the above items are the Buyer's sole liability, and not that of TRAFALGAR HOUSE RESIDENTIAL VIRGINIA. Buyer(s) hereby authorizes Seller to order and install the above options.

Further the down payment is changed from \$ 90,000 to \$ 90,000  
the mortgage amount is changed from \$ 500,000 to \$ 500,000  
and the Earnest Money Deposit is changed from \$ 30,000 to \$ 30,000

All the remaining provisions as they affect these amendments remain the same.

BUYER(S):

Date 6-22-90

(single)

Date

SELLER:

TRAFALGAR HOUSE RESIDENTIAL VIRGINIA

By:

Date 6/22/90Title: Vice President

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# TRAFALGAR HOUSE RESIDENTIAL VIRGINIA

## FINANCING ADDENDUM

This Addendum is part of the Purchase Agreement dated 22 June, 1990  
between Les C. Jones

Buyer(s), and TRAFALGAR HOUSE RESIDENTIAL VIRGINIA, Seller, for Lot 6, Building —  
Section —, Subdivision known as Woodland Falls

Buyer reserves the right to reduce loan amount or to  
pay all cash at settlement.

Buyer(s) shall make diligent, truthful and complete application for a thirty (30) year fixed rate or adjustable  
rate conventional mortgage in the amount of five hundred thousand

Dollars (\$ 500,000.00) within five (5) days from date of acceptance of  
this Purchase Agreement by the Seller, with such lending agencies or institutions as shall be designated or  
approved by the Seller, not later than the end of the 22<sup>nd</sup> month  
of the lease period.

Buyer(s) agrees to pay the loan placement fee in the amount of one percent (1%) of the principal amount of  
the first trust loan at the time of Settlement. ~~Seller will pay loan discount points as required for maximum~~  
prevailing rate thirty (30) year fixed rate or adjustable rate conventional mortgage at time of Settlement but  
not to exceed — percent (—%) of the principal amount of the first trust loan if it is placed with a lender  
~~approved by Seller~~ If the Buyer(s) chooses to use a non-designated or approved agency or  
institution, Seller will pay no points.

It is expressly agreed that in the event the Buyer(s), after applying for and diligently pursuing financing, is  
unable to obtain a conditional commitment for the first trust loan referred to above from the lending agency  
or institution named or approved by the Seller within sixty (60) days from loan application, the Seller shall  
have the right at its option to cancel and terminate this Purchase Agreement and refund to the Buyer(s) the  
deposit hereinbefore mentioned or at the Seller's option, the Buyer(s) shall have the privilege of obtaining the  
first trust loan from other sources. Once the Buyer(s) has obtained a conditional mortgage loan  
commitment, any subsequent changes in the Buyer(s) credit status and failure of the Lender to make  
such loan because of the subsequent changes in the Buyer(s) credit status shall constitute a default  
by the Buyer(s) subject to the default provisions included in the Purchase Agreement. Likewise,  
should Buyer(s) elect to sign a non-contingent contract, then an inability to obtain financing due to failure to  
sell or rent your current property shall constitute a default subject to the default provisions. In no event shall  
the Seller have any obligations or liabilities to the Buyer(s) on account of the Lender's refusal to make such  
loan, for any reason whatsoever, other than the refunding of the Buyer(s) deposit, and only if such refund is  
otherwise provided for in the terms of this agreement.

The failure to apply for or diligently pursue financing is considered a breach of the Purchase Agreement for  
which Seller may declare the Agreement null and void and retain all or part of the Earnest Money Deposit.

BUYER(S):

SELLER:

TRAFALGAR HOUSE RESIDENTIAL VIRGINIA

X Les C. Jones 16-22-90 By Shel D. Palmer 16/22/90  
Date Date

(single)

Title: Vice President

Date

WITNESS



# TRAFALGAR HOUSE RESIDENTIAL VIRGINIA

## Lease-Purchase ADDENDUM

This Addendum is part of the Purchase Agreement dated 22 June, 1990  
between Les C. Jones (single)  
Buyer(s), and TRAFALGAR HOUSE RESIDENTIAL, VIRGINIA, Seller, for Lot 6, Building ---  
Section ---, Subdivision known as Woodland Falls

The Buyer will lease the above referenced property for a period of not more  
than 24 months. The monthly rent will be \$5000.00. Buyer will sign a Lease  
Agreement.

Buyer agrees to proceed to settlement on the above referenced property by the  
end of the 24th month of the lease period, at which time Seller agrees to credit  
Buyer's Earnest Money Deposit toward the downpayment at settlement.

Should Buyer fail to proceed to settlement by the end of the 24th month of the  
lease period FOR ANY REASON then this contract will become null and void and  
Buyer's Earnest Money Deposit will be retained by Seller. In that event,

Buyer agrees to vacate the property within five (5) days of termination of the  
contract and leave the property in good condition. However, Seller may, at  
their sole option, extend the lease period on a month-to-month basis at the  
monthly rent stated above.

The "Pre-settlement Inspection" will occur prior to occupancy rather than prior  
to settlement.

Seller understands that Buyer will be making interior and exterior improvements  
to the property during the lease period. Seller does not require description  
of interior improvements but Buyer must submit plans & specifications for ex-  
terior changes for Homeowners Association approval in accordance with the  
Homeowners Association documents. Should settlement fail to occur FOR ANY  
REASON Buyer understands that all such improvements become the property of the  
Seller and Seller is thus held harmless where these improvements are concerned.

BUYER(S)

SELLER

TRAFALGAR HOUSE RESIDENTIAL, VIRGINIA

Date

Date

(single)

Date

Title

Vice President

WITNESS



## LEASE AGREEMENT

TRAFALGAR HOUSE RESIDENTIAL  
VIRGINIA

(This lease is a legally binding contract; if not understood, seek competent advice before signing)

THIS DEED OF LEASE made this 22 day of June 1990 by and between

TENANT Les C. Jones (single) hereinafter referred to as Tenant, and  
 LANDLORD Trafalgar House Residential, VA hereinafter referred to as Landlord,

## WITNESSETH

1. THAT IN CONSIDERATION of the premises, rents and covenants herein expressed, Landlord hereby leases to Tenant and Tenant rents from Landlord, upon the terms and conditions herein set forth, the certain unfinished property known as Lot 6 Woodland Falls 10904 Woodland Falls Dr.

for the term commencing on the 16<sup>th</sup> day of July 1990 and ending on the 15<sup>th</sup> day of July 1992 for the total sum during the term of \$ 120,000 payable as follows: the first installment of \$ 5000 covering the period

16 July 1990 through 15 August 1990 due before occupying the premises,

Pro-rata rent from 16 August 1990 through

31 August 1990 is \$ 2500 due on the first day of August 1990

Subsequent installments of \$ 5000 are due on the first day of each calendar month thereafter without notice, demand or deduction.

## 2. PAYMENTS

payable to Landlord at his address as follows: Trafalgar House Residential, Virginia  
8300 Greensboro Drive Suite 200  
McLean VA 22102 Phone Number: 749-5111

If rent is sent to any other address or location other than above, paragraph 3 may apply.

## 3. LATE FEE COST OF RETURNED CHECKS

If any installment of rent is not received by Landlord within five days from the due date, Tenant covenants and agrees to pay as additional rent the sum of \$ 200. Tenant further agrees to pay a handling charge of \$20.00 for each check returned by the bank for insufficient funds or any other reason. Landlord may require any and all payments to be made in cash, money order or certified funds.

## 4. OCCUPANTS USE

Tenant will use said property as a single family residence for 3 persons and for no other purpose or additional number of persons whatever, except children born hereafter and temporary guests, without prior written consent of Landlord. Temporary guests are those persons who occupy property for no more than two weeks during any twelve month period. This lease shall not be assigned nor any portion of the premises sublet, without prior written consent of Landlord.

## 5. CONDITION OF PROPERTY

Tenant has made an inspection of the property, and Tenant agrees that the property is in a fit and habitable condition, except for such damages or malfunction as have been itemized in writing on a record made by Tenant. Landlord. A copy of such record shall be retained by Tenant, Landlord. Any additional items to be noted should be received by owner within 90 days of occupancy, in writing, to be determined as legitimate, and added, if required.

## 6. DEFAULT OF RENT

In the event that Tenant fails to pay when due any installment of rent, or additional rent, and such rent, or additional rent, is not paid within five (5) days after written notice by Landlord of non-payment and of intention to terminate this lease, in addition to other remedies provided by law, Landlord may terminate this lease. Upon such termination Landlord shall be entitled to possession of the property, to any unpaid rent or additional rent, to recover any damages sustained and to such attorney's fees as may be recoverable by law. It is further covenanted and agreed between the parties hereto that if any installment of rent hereinbefore reserved not paid at the time and place agreed upon, although no formal or legal demand shall have been made for the same, or if any of the covenants, conditions, or agreements herein contained shall not be performed or observed by the Tenant, according to their full tenor and effort, or in case the leased premises shall be deserted or vacated, then in either or any of said events the Landlord may proceed to recover possession of said premises in accordance with the law governing proceedings between Landlord and Tenant.

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Tenant further covenants and agrees that in the event of his default in any installment of rent, or in the event of his breach of any covenant or condition hereof, that he will reimburse the Landlord for any money expended by Landlord for utility or other bills, damages, retelling costs as well as other costs which may be incurred to enforce this lease, such as reasonable attorneys' fees being 20% of any sums owed to Landlord by Tenant.

**8. PLUMBING & APPLIANCES**

Tenant shall keep the premises, including all plumbing fixtures, facilities and appliances as clean and safe as condition permits and shall unstop and keep clear all waste pipes, drains and water closets thereon. The Tenant expressly covenants and agrees that at the termination of the lease all appliances and equipment will be in good working order and shall be operative and that the premises will be in good clean condition, ordinary wear and tear excepted. All utility services shall be ordered disconnected and all final bills paid by Tenant before any part of the security deposit can be returned. The tenant is responsible for loss or damage from freezing of water pipes or plumbing fixtures or from the stopping of water closets and drains which shall be repaired at the expense of the Tenant, unless the cause is beyond Tenant's control.

**9. USE AND REPAIR OF FACILITIES**

Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, facilities and appliances in the premises, and Tenant shall be responsible to repair them at his expense for any damage caused by his failure to comply with this requirement.

**10. DAMAGING PROPERTY**

Tenant shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises (including fixtures, facilities and appliances) or permit any person to do so whether known by the Tenant or not, and Tenant shall be responsible for any damage caused by his failure to comply with this requirement.

**11. GENERAL MAINTENANCE**

Tenant shall, at his own expense: a) keep up and preserve in good condition any lawn, trees, vines, shrubbery and gardens and keep any fences and walks in good repair, natural wear and tear excepted; b) remove leaves, sticks and other debris that accumulates on the property; c) promptly remove ice and snow as necessary and/or required by local ordinance; d) keep gutters, downspouts and exterior drains cleared and clear of leaves, needles and other debris; e) furnish his own light bulbs, furnace filters and fuses; f) replace all faucet washers and as necessary; g) replace or repair all broken or damaged glass, screens, flooring, wood, plaster, drywall and locks occurring during his tenancy; h) to keep in a state of good and substantial repair and cleanliness all parts of the property, including equipment and appliances furnished therein, and keep property free from objectionable features, nuisances and hazards. Any repairs or replacements of property, equipment or appliances necessary due to the negligence by acts of commission or omission of the tenant, his family, guests or employees, shall be paid by the tenant.

**12. TENANT CONDUCT**

Tenant shall conduct himself and require other persons on the premises, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises, and the Tenant further covenants and agrees that he will not use nor permit said premises to be used for any improper, illegal or immoral purposes, nor will he use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal or improper manner.

**13. HEALTH AND SAFETY**

Tenant shall comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

**14. EQUIPMENT THAT OVERLOADS A SYSTEM**

Tenant will not install or use, or permit to be installed or used, any equipment of any kind that will require any alteration or additions to, or create an overload on, any gas, water, heating, electrical, sewerage, drainage, or air conditioning systems of the said property, without prior written consent of the Landlord and the permission of any governmental agency or public utility company, as and if required, and compliance with applicable public laws.

**15. EXPLOSIVES AND INFLAMMABLES**

The Tenant will not use or keep in the dwelling any explosives, or inflammable or combustible materials which would increase the rate of fire insurance on the premises.

**16. SMOKE DETECTORS**

If any applicable law of any governmental body requires the installation of Smoke Detectors at the time of occupancy of the leased premises by Tenant, Landlord certifies to Tenant that said Smoke Detectors have been installed and are in proper working condition in accordance with said law prior to Tenant's occupancy. It shall be the responsibility of Tenant to check Smoke Detectors periodically during the tenancy and replace batteries as necessary to keep the Smoke Detectors in proper working condition and to report any malfunctions in said Smoke Detectors to Landlord. In writing, Landlord assumes no responsibility or liability for any non-reported malfunctions to or misuse of Smoke Detectors by the Tenant which results in injury or damage or to the leased premises. It shall be the responsibility of the Tenant to obtain an insurance policy which provides public liability coverage and also provides for the protection of Tenant's personal property.

**17. REDECORATING AND ALTERATIONS**

Tenant shall obtain written permission before redecorating and shall not make any alterations, additions, or improvements without first obtaining Landlord's written consent. Such alterations, etc. shall, at the option of Landlord, remain with the property or be removed by Tenant and premises returned to original condition at the expense of Tenant.

**18. TRASH REMOVAL**

Tenant shall provide appropriate receptacles for the collection, storage and removal of garbage, rubbish and other waste and arrange for the removal of same.

**19. UTILITY CHARGES, DUES AND FEES**

Tenant will pay all utility charges, including but not limited to gas, water, sewer fee, electricity, waste removal and telephone. Said utility charges will commence on the effective day of this lease. Tenant agrees he will pay the bills promptly when due and will make all necessary deposits as quoted by utility companies. All utility services shall be ordered disconnected and all final bills paid by Tenant, with proof of receipts, before any part of the security deposit can be returned. Landlord shall not be liable in any manner for failure, interruption, or stoppage of gas, electricity and/or water at any time.

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Trafalgar  
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Landlord is to pay any and all association dues; homeowner dues; condominium dues, etc. unless otherwise agreed upon in writing. Swimming pool fees are to be paid by Tenant unless included in the aforementioned dues and fees.



This lease shall be subordinate to the lien of existing and future mortgages placed on the premises. Tenant agrees to execute whatever additional agreements are required to so subordinate this lease. Landlord shall have the right to assign any of his rights under this agreement at any time.

**21. CONDEMNATION**

Landlord shall have the right to terminate this lease if the premises, or any part thereof, are condemned or sold in lieu of condemnation.

**22. RIGHTS OF LANDLORD UPON BREACH OF LEASE BY TENANT**

If Tenant violates any of the provisions of this lease or any of the rules and regulations imposed by Landlord or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee is appointed for his property), or if the premises are vacated or abandoned, Landlord shall be entitled in and to himself all rights and remedies to which he may be entitled, either at law or in equity (including but not limited to, the right to terminate this lease and recover possession) and Landlord or Agent shall be also entitled to recover reasonable attorneys' fees and costs as allowed by law. Landlord's waiver of one default by Tenant shall not be considered to be a waiver of any subsequent default. Tenant waives the benefit of any exemption under the homestead, bankruptcy, and any other insolvency law as to his obligations in this lease.

**23. LIENS UPON PROPERTY**

The Tenant has no authority to incur any debt or to make any charge against the Landlord or Agent or assign or create any lien upon the said leased property for any work, utilities or materials furnished to same.

**24. FAILURE TO FULFILL COVENANTS**

It is specifically covenanted and agreed between the parties hereto that these provisions are executed upon each and all of the conditions, covenants and agreements contained herein, and that if the Tenant, or his executors, administrators, family or invitees do or shall neglect, fail or refuse to perform or observe any of the covenants, conditions, agreements, or undertakings herein contained, or if said premises shall be deserted or vacated, then and in any of said cases, in addition to other remedies therefore provided by law, the Landlord or those having the estate in said premises, may lawfully forthwith or at any time thereafter, enter into and upon the said premises, or any part thereof, by force or otherwise and without being liable to any prosecution, suit or damages therefor, and repossess the same and expel the Tenant or those claiming under or through him and remove his or their effects without demand or notice, and without prejudice to any remedies which might otherwise be used for arrears of rents, or preceding breach of covenant, and this lease shall terminate and end. Starting on 6th day after the termination of the lease, Landlord has the right to remove any personal belonging remaining on the property and to dispose of them as Landlord designates.

**25. TENANT NEGLECT AND COSTS**

If at any time during the term of this lease, or any renewal or extension thereof, Landlord should be required by any governmental authority to make repairs, alterations or additions to said property or its equipment, caused by the use or neglect thereof by Tenant, Tenant hereby agrees to have said repairs, alterations or additions made at Tenant's risk, cost and expense, and if Tenant fails to do so promptly, Landlord shall have the option of terminating this lease, or causing such repairs, alterations, or additions to be made, and the cost of same, plus 6% thereof, shall be considered as additional rent for said property and payable forthwith by Tenant. The provisions of this paragraph shall be in addition to and shall not prevent the enforcement of any claim Landlord may have against Tenant for any other breach or damages under this lease.

**26. UNENFORCEABLE CLAUSES**


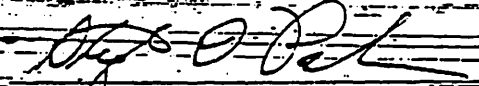
All individual provisions, paragraphs, sentences, clauses, sections and words in this lease shall be severable and if any one or more such provision, section, paragraph, sentence, clause or word is determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way violative of or in conflict with any law of any applicable jurisdiction such determination shall have no effect whatsoever on any of the remaining paragraphs, provisions, clauses, sections, sentences, or words of this lease.

**27. LIABILITY FOR PERSONAL OR PROPERTY DAMAGE**

All persons and personal property in or on said property shall be at the sole risk and responsibility of Tenant. Landlord shall not be liable for any damage or injury to said persons or personal property arising from the negligence, acts or omission of acts of any persons or entity, or from roof, wall, floor, door, or window water leaks, or from the freezing, bursting, leaking, or overflowing of water, steam, sewer, or gas pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from or by any other cause whatever, latent or patent. In summary, Landlord shall be liable for any injury or damage whatever to the person or property of Tenant or any other person or entity in or on said property, and Tenant hereby expressly and without reservation covenants and agrees to save Landlord harmless in all such matters, unless such injury or damage is committed deliberately and with malice by Landlord.

THIS AGREEMENT is the entire agreement between the parties, and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants, conditions and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. Tenant's signing this Agreement shall be jointly and severally liable. Whatever the context so requires, the singular member shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

Witness the following signatures and seals:

 (SEAL)  (SEAL)  
Date: \_\_\_\_\_ Date: \_\_\_\_\_  
Tenant: \_\_\_\_\_ Landlord: \_\_\_\_\_  
(Print) \_\_\_\_\_  
Vice President  
p. 3 of 3





ACCOUNT NO: \_\_\_\_\_  
☒ NEW ACCOUNT  
☐ NEW SERVICE LOCATION

LOCATION CODE: \_\_\_\_\_  
☐ REINSTATE CUSTOMER  
☐ CHANGE SERVICE LEVEL

☐ OTHER CHANGE

**BILLING INFORMATION**

CUSTOMER NAME: Dulles Equities  
 STREET NUMBER: 8300  
 STREET NAME: BOONE BLVD  
 CITY: VIENNA STATE: VA  
 ZIP: 22182 PHONE: 1-442-4600  
 CONTACT: PETE HOLDEN  
 NUMBER OF INVOICES REQUIRED: 1

**SERVICE LOCATION INFORMATION**

CUSTOMER NAME: Dulles Equities  
 STREET NUMBER: 10904  
 STREET NAME: WOODLAND FALLS RD  
 CITY: GROVE FALLS STATE: VA  
 ZIP: \_\_\_\_\_ PHONE: 1-442-4600  
 CONTACT: LOT 6

**DO NOT WRITE IN THIS SPACE**

**DO NOT WRITE IN THIS SPACE**

**SERVICE DESCRIPTION**

LINE NO.	SYSTEM	QTY	CONT. SIZE	YOL CODE	EST. CODE	ON CALL	PICK UP / Haul RATE	EST. Hauls	EST. AMTS	DEP SITE	MIN Hauls	MIN Haul Rate	MONTHLY EQUIP CHARGES
N 1	02	1	10	YD	NNY		130			DDL			42/P
E 2				YD									
W 3				YD									
O 1				YD									
L 2				YD									
D 3				YD									

OTHER SERVICE:

OTHER CHARGES:

CUSTOMER DEPOSIT:

PURCHASE ORDER NO:

RECEIPTS REQUIRED?: N (Y/N)

C.O.D.: N (Y/N)

DEPOSIT RETURN DATE:

P.O. DURATION IN MONTHS:

SPECIAL BILLING?: N (Y/N)

SPECIAL INSTRUCTIONS:

\* BET NOT LIABLE FOR LANDSCAPE  
OR pavement damage

**DO NOT WRITE IN THIS SPACE**

**TERMS AND CONDITIONS**

Services Rendered. The undersigned (BFI) agrees to furnish the solid waste collection and disposal services and equipment specified above and Customer agrees to make the payments as provided for herein and abide by the terms and conditions of this Agreement.

Binding Effect. This Agreement is a legally binding contract on the part of both BFI and Customer and their respective heirs, successors and assigns in accordance with the terms and conditions set out herein.

Term. This Agreement is for a term commencing on the date hereof and continuing until three (3) years after the date service begins hereunder and shall be renewed for successive three (3) year terms without further action by the parties, but may be terminated at the end of any three (3) year period by either of the parties hereto by not less than sixty (60) days prior written notice (Certified Mail).

Payments. Customer shall pay BFI on a monthly basis for the services and/or equipment furnished by BFI in accordance with the charges and rates provided for herein. Payment shall be made by Customer to BFI within ten (10) days of the receipt of an invoice from BFI. BFI may invoice and Customer agrees to pay a late fee for an past due payment, such late fee not to exceed the maximum rate for same shown by applicable law.

Waste Material. The waste material to be collected and disposed of by BFI pursuant to this Agreement is solid waste generated by Customer excluding radioactive, volatile, highly explosive, explosive, biomedical, infectious, toxic or hazardous materials. The term "hazardous materials" shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state law. BFI shall assume full liability for the waste material when it is loaded into BFI's trucks. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless BFI from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

Liability for Equipment. Customer acknowledges that it has the care, custody and control of equipment owned by BFI and assumes responsibility and liability for the equipment and its contents except when it is being physically handled by employees of BFI. Therefore, Customer expressly agrees to defend, indemnify and hold harmless BFI from and against any and all claims for loss of or damage to property, or injury to or death of person or persons, resulting from or arising in any manner out of Customer's use, operation or possession of any equipment furnished under this Agreement.

Damage to Pavement. Customer acknowledges that BFI shall not be liable for any damages to pavement, curbing, or driving surface resulting from its trucks servicing an agreed upon area.

Rate Adjustments. BFI reserves the right to adjust the rates hereunder based upon increases in fuel costs, increases in disposal facility costs, increases due to changes in local, state, or federal laws, ordinances, or regulations, and increases in transportation costs due to a change in the location of disposal facilities. BFI may also adjust the rates hereunder from time to time to reflect the percentage increase in the U.S. City Average Consumer Price Index for all Urban Consumers (CPI-U), as reported by the U.S. Department of Labor, Bureau of Labor Statistics. BFI may also adjust the rates hereunder in an amount in excess of such percentage increase with Customer's consent upon notice from BFI at least thirty (30) days prior to the effective date of the adjustment. Customer's consent may be evidenced by the practices and action of the parties.

Service Changes. The rate, type and amount of equipment, the frequency of service, and corresponding changes in rates, may be changed by the parties, either in writing or by the practices and actions of the parties, without affecting the validity of this agreement. This Agreement shall continue in effect for the term provided herein and shall apply to changes of service address location of the Customer within the area in which BFI provides collection service.

Failure to Perform. In the event Customer renounces this Agreement prior to the expiration of its term, Customer agrees to pay BFI its liquidated damages as amount equal to the sum of Customer's monthly billings for the most recent six (6) months, or, if Customer has not been serviced for six (6) months, Customer's average monthly billing for the months serviced or if none, the billing provided by BFI for the first month, multiplied by six (6). Customer acknowledges that the foregoing liquidated damages are reasonable in light of the anticipated loss to BFI caused by the termination and are not intended as a penalty. In the event Customer fails to pay BFI an amount which becomes due under this Agreement, or fails to perform its obligations hereunder, and BFI renounces this matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by BFI as a result of such action, including, to the extent permitted by law, reasonable attorney's fees.

Excused Performance. Neither party shall be liable for its failure to perform or delay in performance hereunder due to circumstances beyond its reasonable control including, but not limited to, strikes, wars, fires, and acts of God.

Assignment. Neither party shall assign this Agreement without the prior written consent of the other party, except that BFI without Customer's consent may assign the Agreement to any corporation affiliated with BFI.

TERMS: NET 10 DAYS

**BROWNING-FERRIS, INC. DULLES DISTRICT**

13 DOUGLAS CT

STERLING, VA 22170 (703) 471-1320

NAME OF ORDERING BROWNING-FERRIS INDUSTRIES SUBSIDIARY

BY/TITLE:

CUSTOMER NAME:

BY (SIGNATURE):

PRINT NAME

AND TITLE

DATE

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA

Alexandria Division

THE RIGGS NATIONAL BANK OF  
WASHINGTON, D.C.,

Plaintiff,

v.

DULLES EQUITIES, INC.,  
et. al.,

Defendants.

Civil Action No. 89-1169-A

AFFIDAVIT

COMMONWEALTH OF VIRGINIA )

CITY OF ALEXANDRIA )

To-Wit:

I, John M. McPherson, being first duly sworn on oath, depose  
and state:

1. I am a manager and certified public accountant with  
Ernst & Young. I have been employed by Ernst & Young and its  
predecessors for 4-1/2 years.

2. I have knowledge of the matters asserted herein, which  
are true and correct to the best of my information and belief.

3. On August 4, 1989, Jay Rausenberger, of Ernst & Young,  
and I met with Les G. Jones at Dulles Equities, Inc., located at  
8300 Boone Boulevard in Vienna, Virginia.

4. Mr. Rausenberger and I inquired of Mr. Jones about the  
condition and availability of the books and records of Dulles  
Equities Limited Partnerships III, IV, V and VI.

5. At the meeting with Mr. Jones, he indicated that the  
partnerships maintain, on a computer, a summary of disbursements,

PLAINTIFF'S  
EXHIBIT

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ALL-STATE LEGAL SUPPLY CO.

by project. Mr. Jones produced a copy of one such summary for discussion purposes.

6. Mr. Jones did not produce to us, but indicated the existence of cash receipt information and explained that it would require some time to accumulate the records. Mr. Jones indicated at that time that supporting documentation, i.e., paid vendor invoices and the like were boxed, stored and would be made available upon the request of specific documents. Mr. Jones also indicated that Dulles Equities has maintained the equivalent of a disbursements journal and indicated the existence of cash receipts records. Finally, Mr. Jones indicated that the bank records for the period of the Riggs loans were boxed and in storage. He stated specifically that our access to such records would be restricted exclusively to transactions associated with Dulles Equities Limited Partnerships IV, V and VI and that we would not be given access to any documents related to Dulles Equities Limited Partnership III or any other transactions in the account. Mr. Jones indicated that it would take some time to compile all of the records. We offered to provide Mr. Jones with any needed assistance to expedite the process, but he did not accept our offer. Subsequent to our meeting with Mr. Jones, we advised him, by letter dated August 16, 1989, that it was inappropriate for him to pre-select the records to which we would be given access and that we could not conduct our review without unrestricted access to all books and records. Attached as Exhibit A is a copy of our letter to Mr. Jones.

7. Based on my experience as a certified public accountant, it is my opinion that the accounting and financial records which must be and ordinarily would be maintained in construction projects of the magnitude of the projects of Dulles Equities Limited Partnerships III, IV, V and VI would encompass volumes of information including, but not limited to, bank statements, cancelled checks, wire transfer records, deposit slips and copies of deposited checks, general and subsidiary ledgers, journal entries, cash receipts and disbursement journals, tax returns, monthly internal financial statements, independent audits, reviews or compilations of financial information, payroll records, accounts receivable and payable records, construction contracts, listing of vendors, contractors and subcontractors, cost estimates and payment information by job, pay requests and supporting documentation, schedules and documentation regarding overhead expenses, summary of disbursements by contract or vendor, information regarding open contracts or outstanding retentions and a listing of all related parties as required under GAAP.

8. I believe that there was an excess of \$3,890,000 received by Mr. Jones of unaccounted funds at the partnership level covering Dulles Equities Limited Partnerships III, IV, V, and VI that were funded by The Riggs National Bank of Washington, D.C. and not spent on the construction projects, according to the records made available to us.

Pursuant to 28 U.S.C. § 1746, I verify, under penalty of perjury, that the foregoing is true and correct.

Executed on December 27, 1989.

  
\_\_\_\_\_  
John M. McPherson

Subscribed and sworn to before me on this 27th day of December 1989.

  
\_\_\_\_\_  
Notary Public

My commission expires: 2/18/92



**Ernst & Young**

One North Charles  
Baltimore, Maryland 21201  
Telephone: (301) 539-7940

August 16, 1989

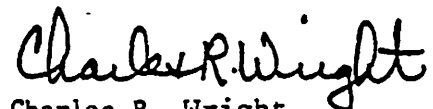
Mr. Les G. Jones  
Dulles Equities, Inc.  
8300 Boone Boulevard  
Suite 750  
Vienna, Virginia 22180

Dear Les:

You have failed and refused to provide us with full and complete access to books and records during two meetings with our representatives at your office this past week, as required pursuant to various agreements with the Riggs National Bank of Washington, D.C. It is inappropriate for us to review only those records that you pre-select or records presented to us on a piecemeal basis. We cannot conduct our review without unrestricted access to all of your books and records.

Accordingly, please have your attorney contact Hazel, Thomas, Fiske, Beckhorn & Hanes, P.C., by close of business today if you are prepared to provide full and complete access to the requested information. I hope that we can count on your cooperation in the future.

Sincerely yours,

  
Charles R. Wright  
Partner

pmm

Copy to David Fiske - Hazel, Thomas,  
Fiske, Beckhorn & Hanes, P.C.

# United States District Court

EASTERN

DISTRICT OF

VIRGINIA

THE RIGGS NATIONAL BANK OF WASHINGTON,  
D.C., A National Banking Association,  
Plaintiff

V.

DULLES EQUITIES, INC., A  
Virginia Corporation, et al.,  
Defendants

SUBPOENA

CASE NUMBER: 89-1169A

TYPE OF CASE

☒ CIVIL

☐ CRIMINAL

SUBPOENA FOR

☒ PERSON

☐ DOCUMENT(S) or OBJECT(S)

TO:

John F. Weber  
8300 Boone Boulevard  
Suite 750  
Vienna, Virginia 22180

YOU ARE HEREBY COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE

Hazel, Thomas, Fiske, Beckhorn & Hanes, P.C.  
510 King Street  
Suite 200  
Alexandria, Virginia 22314

COURTROOM

DATE AND TIME

January 13, 1990  
11:00 a.m.

YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s): \*

☐ See additional information on reverse

PLAINTIFF'S  
EXHIBIT

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ALL-STATE LEGAL SUPPLY CO.

This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.

U.S. MAGISTRATE OR CLERK OF COURT

DATE

DORIS R. CASEY, Clerk

(BY) DEPUTY CLERK

*Sandra J. Sacchetti*

1/4/90

This subpoena is issued upon application of the:

☒ Plaintiff

☐ Defendant

☐ U.S. Attorney

QUESTIONS MAY BE ADDRESSED TO:

Anne M. Richard, Counsel for Plaintiff:  
Hazel, Thomas, Fiske, Beckhorn & Hane:  
510 King Street, Suite 200  
Alexandria, Virginia 22314

ATTORNEY'S NAME, ADDRESS AND PHONE NUMBER

\*If not applicable, enter "none".

(1) As to who may serve a subpoena and the manner of its service see Rule 17(d), Federal Rules of Criminal Procedure, or Rule 45(c), Federal Rules of Civil Procedure.  
(2) "Fees and mileage need not be tendered to the deponent upon service of a subpoena issued on behalf of the United States or an officer or agency thereof (Rule 45(c), Federal Rules of Civil Procedure; Rule 17(d), Federal Rules of Criminal Procedure) or on behalf of certain indigent parties and criminal

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division

JAN - 4  
CLERK, U.S. DISTRICT COURT  
ALEXANDRIA, VIRGINIA

THE RIGGS NATIONAL BANK OF )  
WASHINGTON, D.C., A National )  
Banking Association, )  
Plaintiff, )  
v. )  
DULLES EQUITIES, INC., A )  
Virginia Corporation, et al., )  
Defendants. )

Civil Action No. 89-1169A

NOTICE OF DEPOSITION

TO: John F. Weber  
8300 Boone Boulevard  
Suite 750  
Vienna, Virginia 22180

PLEASE TAKE NOTICE that, pursuant to Rules 26, 30 and 45 of the Federal Rules of Civil Procedure, the plaintiff, The Riggs National Bank of Washington ("Riggs"), by counsel, will take the deposition by oral examination before a notary public or other person authorized by law to administer oaths of John F. Weber at the offices of Hazel, Thomas, Fiske, Beckhorn & Hanes, P.C., 510 King Street, Suite 200, Alexandria, Virginia 22314, on Saturday, January 13, 1990 at 11:00 a.m.

The deposition will be for purposes of discovery, for use as evidence at trial or both. The oral examination will continue until complete.

Respectfully submitted,  
  
THE RIGGS NATIONAL BANK OF  
WASHINGTON, D.C.,  
By Counsel

HAZEL, THOMAS, FISKE,  
BECKHORN & HANES, P.C.

By: Anne M. Richard  
David G. Fiske  
John P. Corrado  
Anne M. Richard  
510 King Street  
Suite 200  
Alexandria, Virginia 22314  
(703) 836-8400  
Counsel for The Riggs National  
Bank of Washington, D.C.

CERTIFICATE OF SERVICE

I hereby certify that, on this 4th day of January, 1990,  
a true copy of the foregoing was telecopied and mailed to:

J. Thomas Fromme II, Esq.  
Sherman, Bury & Fromme, P.C.  
10482 Armstrong Street  
Fairfax, Virginia 22030  
Counsel for defendants  
Dulles Equities, Inc.,  
Les G. Jones and  
Dorothy A. Jones

Thomas S. Shaufelberger  
Drinker Biddle & Reath 842-8800  
901 15th Street, N.W. 842-8465 (Fax)  
Suite 900  
Washington, D.C. 20005  
Counsel for Defendants

Dulles Equities Limited Partnership III,  
Dulles Equities Limited Partnership IV,  
Dulles Equities Limited Partnership V and  
Dulles Equities Limited Partnership IV

Anne M. Richard  
Anne M. Richard

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division

IN RE:	)	
DULLES EQUITIES LIMITED	)	Chapter 11
PARTNERSHIP III,	)	
Debtor.	)	Case No. 89-2208-AB
DULLES EQUITIES LIMITED	)	
PARTNERSHIP IV,	)	Case No. 89-2209-AB
Debtor.	)	
DULLES EQUITIES LIMITED	)	
PARTNERSHIP V,	)	Case No. 89-2210-AB
Debtor.	)	
DULLES EQUITIES LIMITED	)	
PARTNERSHIP VI,	)	Case No. 89-2211-AB
Debtor.	)	

STIPULATION

THIS STIPULATION is entered into by and among Riggs National Bank of Washington, D.C. ("Riggs"), Dulles Equities Limited Partnership III (DELP III), Dulles Equities Limited Partnership IV (DELP IV), Dulles Equities Limited Partnership V (DELP V), Dulles Equities Limited Partnership VI (DELP VI) (hereafter collectively referred to as the "Debtor Partnerships"), Dulles Equities, Inc., Les G. Jones and Dorothy A. Jones (hereafter collectively referred to as "Dulles Equities") for the purpose of settling all matters now pending between Riggs and Dulles Equities. Riggs, Debtor Partnership and Dulles Equities agree as follows:

1. DELP III is indebted to Riggs, as of January 23, 1990, pursuant to a Note dated April 10, 1986 and Note dated March 11, 1988, increasing the April 10, 1986 original loan amount, having a balance, as of January 23, 1990, of \$21,690,307.80, including principal, accrued interest and late charges. Interest accrues on this loan at a daily rate of \$6,095.83. This claim is secured by a properly perfected first deed of trust on property owned by DELP III and located at 381 Elden Street, Herndon, Virginia.

2. DELP IV is indebted to Riggs, pursuant to a Note dated August 4, 1986 having a balance, as of January 23, 1990, of \$20,249,390.52, including principal, accrued interest and late charges. Interest accrues on this loan at a daily rate of \$5,749.94. This claim is secured by a properly perfected first deed of trust on property owned by DELP IV and located at 11493 Sunset Hills Road, Reston, Virginia.

3. DELP V is indebted to Riggs, pursuant to a Note dated October 28, 1986 having a balance, as of January 23, 1990, of \$7,563,334.21, including principal, accrued interest and late charges. Interest accrues on this loan at a daily rate of \$2,128.50. This claim is secured by a properly perfected first deed of trust on property owned by DELP V and located at 1821 Michael Faraday Drive, Reston, Virginia.

4. DELP VI is indebted to Riggs, pursuant to a Note dated December 12, 1986, having a balance, as of January 23, 1990, of \$15,295,031.78, including principal, accrued interest and late charges. Interest accrues on this loan at a daily rate of

\$4,342.55. This claim is secured by a properly perfected first deed of trust on property owned by DELP VI and located at 575 Herndon Parkway, Herndon, Virginia.

5. Each of the foregoing properties is subject to a blanket second and third deed of trust as follows:

Note dated July 1, 1988 having a balance as of January 23, 1990, of \$3,638,020.73, including principal, accrued interest and late charges ("Second Trust Note"). Interest accrues on this loan at a daily rate of \$1,038.89.

Amounts due on Revolving Line of Credit Agreement dated August 20, 1986 and modified in an Agreement dated July 1, 1988, having a balance, as of January 23, 1990, of \$395,041.02, including principal, accrued interest and late charges ("Line of Credit"). Interest accrues on this loan at a daily rate of \$115.19.

6. Each of the debts set forth in paragraphs 1, 2, 3, 4 and 5 have been guaranteed by Les G. Jones and Dorothy A. Jones.

7. Each of the debts set forth in paragraphs 1, 2, 3, 4 and 5 is currently due and owing and is subject to no valid defense, counterclaim or setoff. The amounts set forth in paragraphs 1, 2, 3, 4 and 5 are exclusive of costs and attorney's fees.

8. The Herndon Parkway, Sunset Hills Road and Michael Faraday Drive properties are currently vacant. The Elden Street property is partially leased to the General Services Administration (GSA). Pursuant to the GSA lease, no rent or other amounts are due from GSA until April 1991. There are no revenues from any of the properties with which to pay ongoing expenses or existing debt.

9. The parties agree that there is no equity in any individual property nor is there any equity if the properties are taken in the aggregate.

10. A reorganization in the pending Chapter 11 cases of the Debtor Partnerships is not feasible within a reasonable period of time.

11. There is currently pending a Complaint in the U.S. District Court for the Eastern District of Virginia, Alexandria Division, styled Riggs National Bank of Washington, D.C. v. Dulles Equities, Inc., et al., C.A. 89-1169A (the "Action") in which Riggs seeks judgment on the Second Trust Note and Line of Credit and certain equitable relief. Dulles Equities has filed counterclaims in the Action seeking damages in an amount of \$300,000,000.00. The Debtor Partnerships have filed counterclaims in the Action seeking damages in an unspecified amount. Contemporaneous with the execution of this Stipulation, Les G. Jones, Dorothy A. Jones and Dulles Equities, Inc. have executed an order dismissing with prejudice and on the merits their counterclaims against Riggs in the Action. Les G. Jones, Dorothy A. Jones and Dulles Equities, Inc. further agree that, in executing this Stipulation, they release Riggs, its officers, directors, employees and agents, from any and all claims, of any kind, nature or description, or causes of action pending or which they, or any entities with which they are affiliated, have or may have against Riggs, its officers, directors, employees and agents, relating to any matters, including but not limited to,



those claims alleged in the Action and in any proceedings in the United States Bankruptcy Court for the Eastern District of Virginia.

12. Contemporaneous with the execution of this Stipulation, the Debtor Partnerships shall execute an order dismissing their counterclaims with prejudice in the Action. This order shall be subject to approval by the U.S. Bankruptcy Court in each of the Debtor Partnership bankruptcies. The Debtor Partnerships agree to execute any additional documents necessary to effectuate the dismissal of said counterclaim or this Stipulation. The Debtor Partnerships further agree that, in executing this Stipulation, they release Riggs, its officers, directors, employees and agents, from any and all claims, of any kind, nature or description, or causes of action pending or which they, or any entities with which they are affiliated, have or may have against Riggs, relating to any matters, including but not limited to, those matters alleged in the Action and in any proceedings in the United States Bankruptcy Court for the Eastern District of Virginia.

13. Upon the order approving this Stipulation becoming final and no longer subject to appeal in each of the pending Chapter 11 cases of Debtor Partnerships, Riggs shall dismiss, without prejudice, its complaint against Dulles Equities in the Action.

14. Upon recordation of transfer of title by foreclosure or deed in lieu, Riggs shall release any and all claims of any kind,

nature or description or causes of action pending or which it may have against Dulles Equities and the Debtor Partnerships, their officers, directors, employees, partners and agents relating to any claims, including but not limited to, those debts set forth in Paragraphs 1, 2, 3, 4, 5 and 6 herein, and those claims alleged in the Action and in any proceedings in the United States Bankruptcy Court for the Eastern District of Virginia. Within five (5) business days after the Order approving this Stipulation becomes final, Riggs will either record the deeds in lieu of foreclosure or will direct the trustees under the deeds of trust to commence foreclosure proceedings. Upon recordation of the deeds in lieu of foreclosure or trustee's deed, Riggs shall not interpose any objection to the dismissal of any of the Debtor Partnership Cases.

15. Each of the Debtor Partnerships and Dulles Equities irrevocably and unconditionally consents to entry of an order by the U.S. Bankruptcy Court in its respective Chapter 11 case, granting Riggs relief from stay pursuant to 11 U.S.C. § 362(d) to allow Riggs to foreclose on the collateral which secures the claims set forth in paragraphs 1, 2, 3, 4, 5 and 6, or alternatively, and at the option of Riggs said order to allow a transfer of the properties to Riggs by deeds in lieu of foreclosure. Neither the Debtor Defendants nor Dulles Equities shall take any action, lawful or otherwise, to interfere with Riggs' actions under the terms of this Stipulation.

16. The parties acknowledge that they have been represented by counsel in all negotiations leading to the execution of this Stipulation and that they have read and understood each of the terms and conditions set forth herein.

17. The terms and conditions agreed to by the parties herein are contingent on approval by the U.S. Bankruptcy Court in the pending Debtor Partnership Chapter 11 cases. Notwithstanding the foregoing, the Debtor Partnerships agree not to interpose any objection or defense to the Relief from Stay Motions filed by Riggs and agree to support the compromise and resolution of claims set forth herein. The parties agree to execute such additional documents which are necessary to effectuate the terms and conditions of this Stipulation.

18. On January 18, 1990, Riggs foreclosed on certain residential property owned by Les G. Jones and Dorothy A. Jones (the Jones). Upon recordation of the trustee's deeds or deeds in lieu of foreclosure for the Debtor Partnerships' Properties, Riggs shall release the Jones from any and all claims arising from Jones' March 3, 1989 Note in the original principal amount of \$1,500,000.

19. At all times hereafter, the terms and conditions of the Confidentiality Order previously entered in the Action shall continue in full force and effect and remain binding on all parties hereto and their employees, agents and representatives.

SEEN AND AGREED:

[Signature]  
Les G. Jones

Date: 1/23/90

[Signature]  
Dorothy A. Jones

Date: 1/23/90

Witness: [Signature]

Date: 1/23/90

Witness: [Signature]

Date: 1/23/90

DULLES EQUITIES, INC.

By: [Signature]  
Les G. Jones, President

Date: 1/23/90

Attest: [Signature]  
Corporate Secretary

Date: 1/23/90

DULLES EQUITIES LIMITED PARTNERSHIP III

By: [Signature]  
Dulles Equities, Inc.,  
General Partner

Date: 1/23/90

Attest: [Signature]  
Corporate Secretary

Date: 1/23/90

DULLES EQUITIES LIMITED PARTNERSHIP IV.

By: [Signature]  
Dulles Equities, Inc.,  
General Partner

Date: 1/23/90

Attest: [Signature]  
Corporate Secretary

Date: 1/23/90

DULLES EQUITIES LIMITED PARTNERSHIP V

By: [Signature] *pres.*  
Dulles Equities, Inc.,  
General Partner

Date: 1/23/90

Attest: [Signature] *W/A [Signature]*  
Corporate Secretary

Date: 1/23/90

DULLES EQUITIES LIMITED PARTNERSHIP VI

By: [Signature] *pres.*  
Dulles Equities, Inc.,  
General Partner

Date: 1/23/90

Attest: [Signature] *W/A [Signature]*  
Corporate Secretary

Date: 1/23/90

RIGGS NATIONAL BANK OF WASHINGTON, D.C.

By: [Signature]

Date: 1/24/90

Attest: Anne M. Richard

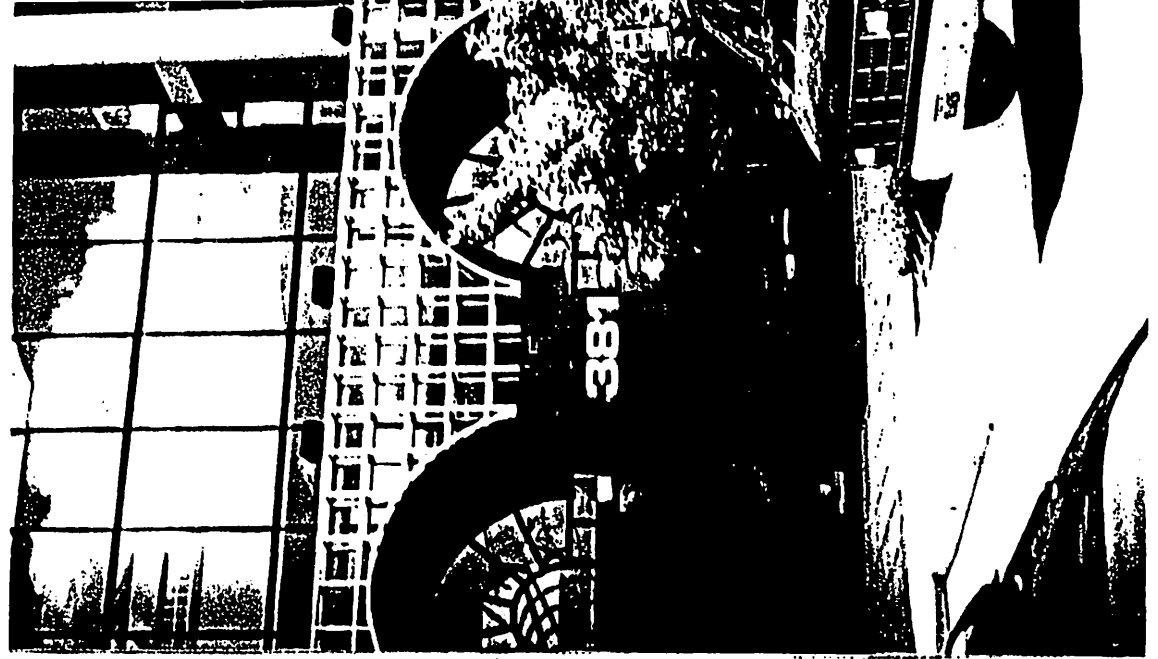
Date: 1/24/90

SO ORDERED:

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

Martin V.B. Bostetter, Jr.  
Chief Judge, United States  
Bankruptcy Court

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PEHGAD-Bayonne, N. J.

PLAINTIFF'S  
EXHIBIT  
NO. 16

# Allbritton's Proposal for Real Estate Could Fail to Turn Up Many Buyers

RIGGS, From F1

specializes in helping distressed developers, said he could not talk specifically about Riggs but that generally: "There's no want for properties or sale at any price; there's a desperate want for buyers."

Finn said that because lenders who normally would finance real estate buyers have fled the marketplace, he is not sure "that any price offered on real estate is going to stimulate sales."

Finn acknowledged that income-producing properties stand the only chance of moving, but so far even the market for those has not been strong.

Saun Brady, district manager for Marine Midland Realty Credit Corp., agreed.

"There's more problem real estate than there are problem real estate investors," Brady said, adding that if Riggs "dumps" properties on the market, it could force real estate

values to spiral downward even further.

Every time a property is sold, its sale is used as a benchmark for future real estate appraisals. If one office building sells for \$50 per square foot,

*"There's no want for properties for sale at any price; there's a desperate want for buyers."*

— Stephen Finn  
of Kenneth Levanthol & Co.

another will bring that price or maybe less, Brady explained.

The one property Riggs has succeeded in selling—a Reston office building it repossessed from developer Les Jones in February 1990—sold

at \$69 per square foot in July, a price so low it caught the attention of several local real estate brokers.

It took Riggs almost a year and a half to sell that building, which was sitting vacant at 11493 Sunset Hills Rd. Ironically, the buyer, which paid \$12 million for the space, was the Mitre Corp., on whose board Riggs Chairman Allbritton serves. In turn, the chairman of Mitre, James R. Schlesinger, serves on the board of Riggs National Corp.

Riggs spokesman David Palombi said the deal with Mitre took place at arm's length and that the company was one of several bidders for the building and submitted the highest bid. "We were happy with the purchase price," Palombi said. "Our people didn't think it was low at all."

Even if Riggs continues to sell its holdings for bargain-basement prices, Finn said the bank's properties represent only a fraction of the \$8 billion to \$10 billion in real estate that he believes is for sale in the region.

## SOME RIGGS PROPERTIES FOR SALE

PROPERTY	TYPE	BUILT (REDONE)	SIZE
381 Elden St., Herndon	Office building	1988	184,600 sq. ft.
Festival at Muddy Branch, Gaithersburg	Shopping center	1988	152,791 sq. ft.
575 Herndon Pkwy., Herndon	Office building	1989	143,370 sq. ft.
4720 Montgomery Lane, Bethesda	Office building	1965 ('89)	110,000 sq. ft.
1821 Michael Faraday Dr., Reston	Office building	1988	62,383 sq. ft.
7-11 New York Ave. NE	Office, retail	1929 ('83)	13,089 sq. ft.
Best Western, Third Street NW	58-room hotel	1929 ('86)	NA
Reston Office Campus, Reston	Undeveloped	NA	8.67 acres
Redwood Center, Calvert & Redwood streets, Baltimore	Undeveloped	NA	0.51 acres

SOURCE: Riggs National Bank

Real estate broker Moraveck said Allbritton's upfront, fire sale approach to selling his property could even jump-start the market.

"I think it was brilliant strategy on Joe's part to do that," he said. "It sounded to me like a man who was baring his soul a little bit, saying

we're in trouble and we have to raise some capital so we're going to sell it all now.

"Some people might say, 'Well, if it's Riggs this week, who's next?' But others might come back and say, 'Now we've reached the bottom, now's the time to buy.'"

PLAINTIFF'S  
EXHIBIT

NO. 17

PENKAD-Boyd, N. L.

CERTIFICATE OF SERVICE

In accordance with Rule 5:26 of the Rules of the Supreme Court of Virginia, I hereby certify that I have this 22<sup>nd</sup> day of December, 1992, filed the required 20 copies of this Appendix in the Clerks Office and mailed the required 3 copies of this Brief to the following counsel for Appellees:

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