

# CORPORATE CHARTER APPROVAL SHEET

\*\*EXPEDITED SERVICE\*\*

\*\* KEEP WITH DOCUMENT \*\*

DOCUMENT CODE TC1 BUSINESS CODE \_\_\_\_\_

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) \_\_\_\_\_

Surviving (Transferee) \_\_\_\_\_



ID # 00000045 ACK # 1000361999005956  
PAGES: 0011  
2100 SLADE LANE, LLC

10/15/2009 AT 03:16 P MO # 0001798902

New Name \_\_\_\_\_

### FEES REMITTED

Base Fee: \_\_\_\_\_  
 Org. & Cap. Fee: 20  
 Expedite Fee: \_\_\_\_\_  
 Penalty: \_\_\_\_\_  
 State Recordation Tax: 4835  
 State Transfer Tax: 3663  
 Certified Copies: \_\_\_\_\_  
 Copy Fee: \_\_\_\_\_  
 Certificates: \_\_\_\_\_  
 Certificate of Status Fee: \_\_\_\_\_  
 Personal Property Filings: \_\_\_\_\_  
 Mail Processing Fee: \_\_\_\_\_  
 Other: 7325  
Har Co. TT  
 TOTAL FEES: 15,893

Change of Name \_\_\_\_\_  
 Change of Principal Office \_\_\_\_\_  
 Change of Resident Agent \_\_\_\_\_  
 Change of Resident Agent Address \_\_\_\_\_  
 Resignation of Resident Agent \_\_\_\_\_  
 Designation of Resident Agent and Resident Agent's Address \_\_\_\_\_  
 Change of Business Code \_\_\_\_\_  
 Adoption of Assumed Name \_\_\_\_\_  
 Other Change(s) \_\_\_\_\_

Code 498

Attention: \_\_\_\_\_

Mail: Name and Address \_\_\_\_\_

BROWN BROWN & BROWN PA  
200 SOUTH MAIN ST  
BEL AIR MD 21014-3820

Credit Card \_\_\_\_\_ Check X Cash \_\_\_\_\_

Documents on \_\_\_\_\_ Checks

Approved By: BA-01  
Keyed By: \_\_\_\_\_  
COMMENT(S): \_\_\_\_\_

Stamp Work Order and Customer Number HERE

CUST ID:0002355864  
 WORK ORDER:0001798902  
 DATE:11-23-2009 02:58 PM  
 AMT. PAID:\$15,843.00

# REPORT OF TRANSFER OF CONTROLLING INTEREST

Office Use Only

RECEIVED  
STATE DEPARTMENT OF ASSESSMENTS & TAXATION  
OCT 15 5 31 PM '09

(Please read the instructions below before completing this form)

1. Type of filing:  Regular  Permissive

2. Date of final transfer: 9/29/09

3. Name of Real Property Entity whose interest is being transferred: \_\_\_\_\_  
2100 SLADE LANE, LLC

4. Mailing address for Real Property Entity: \_\_\_\_\_  
2100 SLADE LANE, FOREST HILL, MD 21050

5. Type of Real Property Entity:  Corp  LLC  LP  GP or Joint Venture  
 Unincorporated REIT  Other-specify \_\_\_\_\_

6. State of formation: MARYLAND

7. Total consideration for the controlling interest being transferred: \$ 1,465,000.00

8. List below the value attributable to each of the following assets:

- a) Maryland Real Property \$ 1,465,000.00
- b) Non-Maryland Real Property \$ \_\_\_\_\_
- c) Cash \$ \_\_\_\_\_
- d) Securities \$ \_\_\_\_\_
- e) Maryland Tangible Personal Property\* \$ \_\_\_\_\_

\*Provide SDAT personal property account # for each return:

\_\_\_\_\_

- f) Non-Maryland Tangible Personal Property \$ \_\_\_\_\_
- g) Other: Attach description and method of valuation \$ \_\_\_\_\_

9. Gross value of Real Property Entity assets: \$ 1,465,000.00

10. Real property in Maryland directly or beneficially owned by the Real Property Entity:

Parcel 1:  
 HARFORD 03-061884 2100 SLADE LANE, FOREST HILL, MD 21050  
 County Name SDAT Account No. Address or brief description  
 Description of building/improvements: ONE-STORY, 4,000 SF BLOCK BLDG, and ONE-STORY 1,600 SF BLDG  
 Title holder if different from Item 3 above: SAME  
 Consideration attributable to the parcel: \$ 1,465,000.00

RECEIVED  
 OCT 15 2 31 PM '09  
 STATE DEPARTMENT OF ASSESSMENTS & TAXATION

Parcel 2\*  
 N/A N/A N/A  
 County Name SDAT Account No. Address or brief description  
 Description of building/improvements: N/A  
 Title holder if different from Item 3 above: N/A  
 Consideration attributable to the parcel: \$ \_\_\_\_\_  
 \*if more than two parcels, attach a separate sheet and indicate total number of parcels: \_\_\_\_\_

11. Specify and explain any exemptions authorized by law being claimed with this filing:  
 (Attach a separate sheet if more space is required).

SEE ATTACHED EXPLANATION

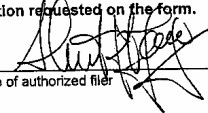
12. Transfer and Recordation taxes paid with this filing:

Item 7 amount: \$	<u>732,500</u>	x	<u>732,500</u>	= \$	<u>732,500</u>	x	<u>6.60</u>	= \$	<u>4,835</u>
			Item 8a amount		Total amount		Co. Rate		Co. Recordation
Item 9 amount: \$	<u>732,500</u>			\$	<u>732,500</u>	x	<u>0.5%</u>	= \$	<u>3,663</u>
					Total amount		St. Rate		State Transfer
				\$	<u>732,500</u>	x	<u>1.0</u>	= \$	<u>7,325</u>
					Total amount		Co. Rate		Co. Transfer

Total Taxes \$ 15,823

Add the \$20 filing fee to the amount of the total taxes and make the check payable to the State Department of Assessments & Taxation.

13. I hereby declare under the penalties of perjury, pursuant to § 1-201 of the Maryland Tax-Property Code Annotated, that this filing (including any accompanying forms and attachments) has been examined by me and the information contain herein, to the best of my knowledge and belief, is true, correct and complete, that I am authorized to make this filing on behalf of the Real Property Entity, that I have accurately reported the percentage of controlling interest being transferred, that I have fully reported the consideration attributable to Maryland Real Property, and that I have answered truthfully each item of information requested on the form.

Signature of authorized filer 

Date 10-13-09

14.) Contact information for this filing:

ALBERT J.A. YOUNG, ESQUIRE

410-879-2220

Name

Telephone

200 S. MAIN STREET

BEL AIR

MD 21014

Address

City

State

Zip code

2100 SLADE LANE, LLC

ATTACHMENT TO REPORT OF  
TRANSFER OF CONTROLLING INTEREST

1. *2100 Slade Lane, LLC* (the "Company"), is a real property entity, owned as follows:

<u>Member</u>	<u>Interest</u>
Grace Ann Comer	50%
Trust Under Will of James Marvin Comer	50%

2. By Assignment of Limited Liability Company Membership Interests dated as of September 29, 2009, a copy of which is attached hereto, the membership interests were assigned for a total consideration of \$1,465,000.00, as follows:

<u>Assignor</u>	<u>Assignee</u>	<u>Interest</u>	<u>Value</u>
Grace Ann Comer	Linda Sue Comer, Daughter	16.67%	\$244,167
	Leona M. Hill Comer, Daughter	16.67%	\$244,167
	Ruby Ann Comer, Daughter	16.66%	<u>\$244,166</u>
			\$ 732,500
Trust Under Will of James Marvin Comer	Linda Sue Comer	16.67%	\$244,167
	Leona M. Hill Comer	16.67%	\$244,167
	Ruby Ann Comer	16.66%	<u>\$244,166</u>
			\$ 732,500
			<u>\$1,465,000</u>

3. After the assignment, 100% of the membership interests in the Company are held by Linda Sue Comer (33.34%), Leona M. Hill Comer (33.34%), and Ruby Ann Comer (33.32%).
4. In accordance with Tax Property Article §12-117(c)(1), "transfer of a controlling interest in a real property entity is not subject to recordation tax if the transfer of the real property by an instrument of writing between the same parties and under the same circumstances would have been exempt under §12-108 ..."
5. In accordance with Tax Property Article §12-108(c)(ii), property transferred from a transferor to a daughter is exempt from recordation tax. Further, in accordance with Tax Property Article §13-207, an instrument of writing is not subject to transfer tax to the same extent that it is not subject to recordation tax under §12-108(c).
6. Therefore, based on the exemptions allowed in §12-108 and §13-207, that portion of the assignment from Grace Ann Comer of her 50% membership interests in the Company unto her daughters, Linda Sue Comer, Leona M. Hill Comer, and Ruby Ann Comer, is exempt from transfer and recordation taxes.

2100 Slade Lane, LLC  
Report of Transfer of Controlling Interest  
Page 2

7. Transfer and recordation taxes calculated in No. 12 of the Report of Transfer of Controlling Interest are based on that portion of the consideration (\$732,500.00) attributable to the 50% ownership interest in the Company held by the Trust Under Will of James Marvin Comer, for a total of \$15,823.00 due in transfer and recordation taxes.
8. Enclosed is a check in the amount of \$15,843.00, representing the transfer and recordation taxes (\$15,823.00) and filing fee (\$20.00).

## ASSIGNMENT OF LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS

THIS ASSIGNMENT OF LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS (this "Assignment") is made this 29<sup>th</sup> day of September, 2009, by and between Grace Ann Comer, Individually (hereinafter sometimes referred to as "Grace") and Linda Sue Comer and Ruby Ann Comer Blevins, Co-Trustees of the Trust Under Will of James Marvin Comer Dated September 5, 2003 (hereinafter sometimes referred to as the "Trust") (Grace and the Trust shall hereinafter sometimes be referred to jointly as the "Assignors"), and Linda Sue Comer, Leona M. Comer Hill, and Ruby Ann Comer (formerly known as Ruby Ann Comer Blevins) (collectively, the "Assignees").

### EXPLANATORY STATEMENT

WHEREAS, Grace is the owner of 50% of the Membership Interests (the "Membership Interests") of *2100 Slade Lane, LLC*, a Maryland limited liability company (the "Company"), and the Trust is the owner of the remaining 50% of the Membership Interests in the Company; and

WHEREAS, the Company is governed by the provisions of an Operating Agreement dated October 30, 2006 and Amendment to Operating Agreement dated September 29, 2009 (jointly, the "Operating Agreement"), by and between the Assignors and the Company; and

WHEREAS, the Assignors desire by this Assignment to assign to the Assignees all of their respective Membership Interests in the Company, and the Assignees desire by this Assignment to accept the same.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment by the Assignees to the Assignors of the sum of One Million Four Hundred Sixty-Five Thousand Dollars (\$1,465,000.00), such that Seven Hundred Thirty-Two Thousand Five Hundred Dollars (\$732,500.00) will be payable each unto Grace and the Trust, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows:

1. **ASSIGNMENT.** Effective as of the signing of this Assignment by all parties (the "Effective Date") the Assignors assign to the Assignees, and the Assignees accept and assume from the Assignors (a) the Membership Interests (so that from and after the Effective Date, and until any other or further assignment made in accordance with the provisions of the Operating Agreement, the Assignors shall have no Membership Interests in the Company, and each of the Assignees shall own 33.33% of the Membership Interests in the Company), and (b) any and all right, title, and interest which the Assignors have under the provisions of the Operating Agreement, or in and to any of the Company's assets, with respect to the Membership Interests so assigned.

2. **REPRESENTATIONS.**

2.1. *By Assignors.* To induce the Assignees to accept the delivery of this Assignment, the Assignors hereby represent and warrant the following to the Assignees that, on the Effective Date

and at the time of such delivery:

2.1.1. The Assignors are the sole legal and beneficial owner of the Membership Interests. The Assignors have not sold, transferred, or encumbered any or all of the Membership Interests. Subject to the provisions of the Operating Agreement, the Assignors have the full and sufficient right at law and in equity to transfer and assign the Membership Interests, and are transferring and assigning the Membership Interests to the Assignees free and clear of any and all right, title, or interest of any other person whatsoever.

2.1.2. The Assignors have been given no notice of any default by the Assignors in performing their obligations under the provisions of the Operating Agreement and, to the best of the Assignors' knowledge, information, and belief, the Assignors are not in default in performing those obligations.

2.1.3. The required consent of any member in the Company to this Assignment has been obtained.

2.1.4. Attached as *Exhibit A* is a true and complete copy of the Operating Agreement and all amendments thereto.

2.2. *By Assignees.* The Assignees covenant, warrant, and represent to the Company and the Manager of the Company (a) that the Membership Interests are being acquired for investment for the Assignees' own accounts and not with a view to offering it for sale or otherwise to distributing it, after or in connection with such assignment to it, and (b) that the Assignees have read the Operating Agreement and agree to be bound by the Operating Agreement, including, but not limited to, the appointment of the Manager as the attorney-in-fact for the Members.

2.3. *By Each Party.* Each party represents and warrants to the other that it has been duly authorized to execute and deliver this Assignment, and to perform its obligations under this Assignment.

### 3. *INDEMNIFICATION.*

3.1. *Assignors.* The Assignors shall defend, indemnify, and hold harmless the Assignees from and against and from any and all liability, claim of liability, or expense arising out of: (a) any default by the Assignors in performing their obligations under the provisions of the Operating Agreement occurring before the Effective Date, (b) any and all liability or expense of the Company arising before the Effective Date, and (c) any failure of the Assignors' representatives contained in Section 2 to be true and complete in all material respects.

3.2. *By Assignees.* The Assignees shall defend, indemnify, and hold harmless the Assignors against and from any and all liability, claim of liability, or expense arising out of: (a) any default by the Assignees in performing its obligations under the provisions of the Operating Agreement occurring after the Effective Date, and (b) any and all liability, claim of liability, or expense of the Company arising after the Effective Date. The Assignees, on behalf of the Company,



also hereby release any and all claims the Company has or may have against the Assignors, except to the extent inconsistent with Section 3.1 hereof.

4. **CONSENT OF COMPANY.** This Assignment is subject to and conditioned upon the Company's delivery of its consent hereto. If that consent is not obtained by the Effective Date, this Assignment shall be null, void, and of no further force and effect.

5. **NOTICES.** Any notice, demand, consent, approval, request, or other communication or document to be provided hereunder to a party hereto shall be (a) in writing, and (b) deemed to have been provided (i) forty-eight (48) hours after being sent as certified or registered mail in the United States mail, postage prepaid, return receipt requested, to the address in the United States of America as the party may designate from time to time by notice to the other party, or (ii) upon being given by hand or other actual delivery to the party.

6. **MISCELLANEOUS.**

6.1. **Effectiveness.** This Assignment shall become effective on and only on its execution and delivery by each party.

6.2. **Complete understanding.** Subject to the provisions of the Operating Agreement, this Assignment represents the complete understanding between the parties as to the subject matter hereof, and supercedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties hereto as to the same.

6.3. **Amendment.** This Assignment may be amended by and only by an instrument executed and delivered by each party.

6.4. **Waiver.** No party shall be deemed to have waived any right which it holds hereunder unless the waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.

6.5. **Applicable law.** All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed hereby shall be governed by the internal law, not the law of conflicts, of the State of Maryland. If any action or proceeding involving such questions arises under the Constitution, laws, or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland.

6.6. **Headings.** The headings of the Sections, subsections, paragraphs, and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

6.7. *Construction.* As used herein, (a) the term "person" means a natural person, a trustee, a corporation, a partnership, and any other form of legal entity; and (b) all reference made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any Section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph, or subparagraph of this Assignment.

6.8. *Assignment.* This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.

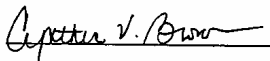
6.9. *Severability.* No determination by any court, governmental body, or otherwise that any provision of this Assignment or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with, applicable law.

6.10. *Further Assurances.* The parties shall cooperate with each other and shall execute and deliver, or cause to be delivered, all other instruments and shall take all other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions hereof.


6.11. *Assumption and indemnification.* From and after the Effective Date, the Assignees shall (a) be bound by the provisions of the Operating Agreement, as if the Assignees were a party thereto and Members of the Company, and (b) indemnify the Company against any expense incurred by it in connection with the Assignees' admission and substitution as Members (including, by way of example rather than of limitation, any expense incurred in preparing and filing for record any amendment of the Operating Agreement or the Company's Articles of Organization, and any other instrument, if necessitated by the admission and substitution.

IN WITNESS WHEREOF, each party hereto has executed this Assignment the day and year first above written.

WITNESS/ATTEST:



ASSIGNORS:

 (SEAL)  
Grace Ann Comer  
Individually

WITNESS/ATTEST:

Cynthia V. Brown

Cynthia V. Brown

Cynthia V. Brown

Cynthia V. Brown

Cynthia V. Brown

TRUST UNDER WILL OF  
JAMES MARVIN COMER  
DATED SEPTEMBER 5, 2003

By: Linda Sue Comer (SEAL)  
Linda Sue Comer  
Trustee

By: Ruby Ann Comer Blevins (SEAL)  
Ruby Ann Comer Blevins  
Trustee

WITNESS:

ASSIGNEES:

Linda Sue Comer (SEAL)  
Linda Sue Comer

Leona M. Comer Hill (SEAL)  
Leona M. Comer Hill

Ruby Ann Comer (SEAL)  
Ruby Ann Comer ~~Blevins~~

CUST ID: 0002355864  
WORK ORDER: 0001798902  
DATE: 11-23-2009 02:58 PM  
AMT. PAID: \$15,843.00