

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:

*

KENT MANOR INN, LLC

*

**Case No: 16-18048-TJC
(Chapter 11)**

Debtor

*

* * * * *

**EMERGENCY MOTION FOR THE ENTRY OF INTERIM
ORDER PURSUANT TO SECTION 364 OF THE BANKRUPTCY CODE
(A) AUTHORIZING THE DEBTOR TO OBTAIN DEBTOR-IN-POSSESSION
FINANCING, (B) GRANTING SECURITY INTERESTS AND SUPER PRIORITY
CLAIMS, (C) APPROVING AGREEMENT RELATING TO THE FOREGOING,
(D) GRANTING RELATED RELIEF, AND (E) SCHEDULING A
HEARING ON THE MOTION PURSUANT TO BANKRUPTCY RULE 4001(C)**

Kent Manor Inn, LLC, debtor and debtor-in-possession (the “Debtor”), by and through undersigned counsel, files this emergency motion (the “Motion”) for the entry of an order pursuant to section 105 and section 364 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “Bankruptcy Code”) and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) (a) authorizing the Debtor to obtain debtor-in-possession financing, (b) granting security interests and superpriority claims, (c) approving the agreements related to the foregoing, and (d) granting related relief. In support of this Motion, the Debtor respectfully states as follows:

PRELIMINARY STATEMENT

1. On or about December 9, 2016, the Court entered an Order approving the sale of substantially all of the Debtor’s assets, with closing scheduled to occur on or before January 31, 2017 (the “Closing Date”).

2. In order to provide the Debtor with the necessary funding to operate through the Closing Date, Harford Hotel, LLC¹ (the “DIP Lender”) has agreed to provide the Debtor with debtor-in-possession financing pursuant to that certain Post-Petition Loan and Security Agreement (the “Post-Petition Credit Agreement,” a copy of which is attached hereto as **Exhibit A**). Therefore, the Debtor requests that the Court authorize it to obtain post-petition financing from the DIP Lender pursuant to the Post-Petition Credit Agreement.

JURISDICTION AND VENUE

3. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

4. On June 14, 2016, certain creditors of the Debtor filed an involuntary bankruptcy petition commencing the above-captioned Chapter 11 proceeding. The Debtor consented to the bankruptcy on July 13, 2016.

5. The Order for Relief was entered on August 15, 2016. The Debtor continues to operate its business and manage its property and affairs as a debtor-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

6. The Debtor is a Maryland limited liability company that owns and operates the Kent Manor Inn, located at 500 Kent Manor Drive, Stevensville, Maryland 21666 (the “Property”). The Property consists of a historic, restored 1820s waterfront home, situated on roughly 220 acres of wood and farmland. Operated as a deluxe historic inn and hotel, the Kent Manor Inn is used for weddings, meetings, retreats, and other events.

¹ This entity is owned, indirectly, in part, by Alan Michaels, an insider of the Debtor.

The Sale of the Debtor's Assets

7. On November 4, 2016, the Debtor filed a Motion for Order (I) Approving Agreement of Sale and Purchase and Authorizing Sale of Property Outside Ordinary Course of Business, (II) Authorizing Sale of Property Free and Clear of Liens, Claims, Encumbrances and Interests, (III) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief [Docket No. 123] (the "Sale Motion").²

8. On November 22, 2016, the Court entered an Order (I) Authorizing the Debtor to Select a Stalking Horse Purchaser and Approving Certain Bid Protections in Connection Therewith, (II) Approving Bid Procedures in Connection with Sale of the Property, (III) Approving Procedures Related to the Assumption and Assignment of Executory Contracts, (IV), Establishing Date for Auction and Approving Related Procedures, (V) Scheduling Sale Hearing and Related Deadlines, (VI) Approving Form and Manner of Notices, and (VII) Granting Related Relief [Docket No. 145] (the "Bid Procedures Order").

9. Pursuant to the Bid Procedures Order, an Auction of the Debtor's Property was conducted on December 1, 2016. At the conclusion of the Auction, the Debtor determined that the offer of Sandeep Patel, or his assigns, to purchase the Property (as defined in the Sale Motion) for Four Million One Hundred and Ten Thousand and No/100 U.S. Dollars (\$4,110,000.00) was the highest and best offer (the "Patel Offer"). The Debtor selected the offer of Reliable Real Estate Services, LLC to purchase the Property for Three Million Eight Hundred and Seventy Thousand Dollars and No/100 U.S. Dollars (\$3,870,000.00) (plus the assumption of

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Sale Motion.

deposits for events occurring after the Closing Date not exceeding \$90,000.00) as the successful back-up offer for the Property (the “Reliable Offer”).

10. A hearing on the Sale Motion was conducted on December 5, 2016, at which time the Debtor sought approval of the Patel Offer as the highest and best offer, and the Reliable Offer as the successful back-up offer for the Property.

11. On December 9, 2016, the Court entered an Order approving the Sale Motion.

12. Closing on the Sale of the Property is scheduled to occur on or before January 31, 2017.

RELIEF REQUESTED

13. The Debtor requires financing in order to continue operating its business. The Debtor is currently funding operations from its post-petition revenues. However, inasmuch as December and January are the Debtor’s slowest months, the Debtor requires debtor-in-possession financing in order to maintain operations through Closing.

14. By this Motion, the Debtor respectfully requests the entry of interim and final orders pursuant to sections 105, 362 and 364 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001 and 9014 (a) granting authority for the Debtor to obtain secured debtor-in-possession financing, (b) granting security interests and superpriority claims pursuant to section 364(d), (c) approving the Post-Petition Loan and Security Agreement and all other documents related thereto, and (d) granting related relief.

THE NEED FOR FINANCING

15. In order preserve the value of the Debtor’s assets for the benefit of creditors, the Debtor is required to maintain operations through the Closing Date. Though the Debtor has, consistent with its past practice, reduced its operations during this time of the year, the Debtor

nevertheless requires funds to maintain operations through Closing, including for payroll expenses, utilities and other necessary operating expenses.

16. At this point, the Debtor has insufficient funds to continue to operate without disruption through Closing, and to fund expenses on a going forward basis.

17. Accordingly, the Debtor seeks authority to enter into the Post-Petition Credit Agreement with the DIP Lender to ensure that sufficient financing will be available to fund operations and to pay such other business expenses necessary to preserve the Debtor's business. The Debtor's proposed budget is attached hereto as **Exhibit B**.

18. There is a need for the Debtor to obtain the DIP Financing so that it will not suffer immediate and irreparable harm.

SUMMARY OF THE DIP FACILITY

19. As set forth in more detail in the Post-Petition Credit Agreement, the loan from the DIP Lender (the "Post-Petition Credit Facility") contains the following pertinent terms.³

BORROWER: Kent Manor Inn, LLC

LOAN COMMITMENT: Up to \$100,000.00.⁴ Amounts borrowed and repaid may be reborrowed on any Business Day, but excluding the Maturity Date.

USE OF PROCEEDS: The proceeds of the Loan shall be used solely in accordance with the Budget attached hereto, to finance ordinary course working capital expenses and ongoing administrative expenses of Borrower during the Chapter 11 Case.

INTEREST: 9% per annum. Interest shall accrue and be due and payable in

³ This Motion contains only a summary of the terms of the Post-Petition Credit Agreement. Parties in interest are encouraged to review the Post-Petition Credit Agreement in detail. To the extent of any differences between this summary and the Post-Petition Credit Agreement, the Post-Petition Credit Agreement controls.

⁴ Debtor seeks approval for \$50,000.00 in this Interim Order and an additional approval for \$50,000 in the Final Order.

	full on the Maturity Date.
<u>LOAN ORIGINATION FEE</u>	Two percentage points of the Principal Amount borrowed.
<u>OPTIONAL PREPAYMENT OF LOANS:</u>	Optional prepayment, without penalty or premium.
<u>LIENS AND SUPERPRIORITY CLAIMS:</u>	Super-priority lien pursuant to sections 364(c)(1)-(2) and 364(d).
<u>COLLATERAL:</u>	All assets of Borrower which shall, in all events, include the Property.
<u>REPRESENTATIONS AND WARRANTIES:</u>	Customary representations and warranties for a transaction of this nature, including, without limitation, the representations and warranties of Borrower.
<u>COVENANTS:</u>	Customary covenants for a transaction of this nature, including, without limitation, compliance with the covenants made by Borrower.
<u>EVENTS OF DEFAULT:</u>	Customary events of default for a transaction of this nature.
<u>MATURITY:</u>	The earlier of Closing on the sale of the Property, or February 28, 2017, unless extended by consent or Court Order.

BASIS FOR RELIEF

20. Section 364 of the Bankruptcy Code provides, in pertinent part, as follows:

(a) unless the court orders otherwise, the trustee⁵ may obtain unsecured credit and incur unsecured debt in the ordinary course of business allowable under section 503(b)(1) of this title as an administrative expense.

(b) The court, after notice and a hearing, may authorize the trustee to obtain unsecured credit or to incur unsecured debt other than under subsection (a) of this section, allowable under section 503(b)(1) of this title as an administrative expense.

(c) If the trustee is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt –

⁵ Under section 1107(a) of the Bankruptcy Code, a debtor-in-possession has substantially all the rights and powers of a trustee in a chapter 11 case.

(1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title;

(2) secured by a lien on property of the estate that is not otherwise subject to a lien; or

(3) secured by a junior lien on property of the estate that is subject to a lien.

(d) (1) The court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if –

(A) the trustee is unable to obtain such credit otherwise; and

(B) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.

See 11 U.S.C. § 364(a) through (d)(1).

21. Section 364 of the Bankruptcy Code provides bankruptcy courts with the power to authorize post-petition financing for a Chapter 11 debtor-in-possession. See In the Matter of Vineyard Bay Develop. Co., Inc., 132 F.3d 269, 272 (5th Cir. 1998); see also In re Pro Set, Inc., 193 B.R. 812, 814 (Bankr. N.D. Tex. 1996) (court’s prior order authorized debtor to incur post-petition indebtedness under section 364); see also In re Defender Drug Stores, Inc., 126 B.R. 76, 81 (Bankr. D. Ariz. 1991). “Having recognized the natural reluctance of lenders to extend credit to a company in bankruptcy, Congress designed [section] 364 to provide ‘incentives to the creditor to extend post-petition credit.’” See Defender Drug Store, 126 B.R. at 81. The incentives enumerated in section 364 are not intended to be an exhaustive list of the inducements that a court may grant. Id. In fact, it is not uncommon for a court to approve a lending arrangement containing terms that far exceed those authorized by section 364. Id.

22. Generally, courts apply a three-part test to determine whether credit obtained may be granted under section 364. The three-part test includes demonstrating that (i) the debtor

cannot obtain credit unencumbered or without superpriority status, (ii) the credit transaction is necessary to preserve the assets of the estates, and (iii) the terms of the credit agreement are fair, reasonable and adequate given the circumstances of the debtor-borrower and the proposed lender. See In re Crouse Group, Inc., 71 B.R. 544, 549 (Bankr. E.D. Pa. 1987), *aff'd*, 75 B.R. 553 (E.D. Pa. 1987).

23. Against this statutory backdrop, courts will evaluate the facts and circumstances of a debtor's case and accord significant weight to the necessity for obtaining the financing. See In re Ames Dep't Stores, Inc., 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990). Debtor-in-possession are generally permitted to exercise their basic business judgment consistent with their fiduciary duties when evaluating the necessity of proposed protections for a party extending credit under section 364 of the Bankruptcy Code. Id. at 38. Further, in satisfying the standards of section 364 of the Bankruptcy Code, a debtor does not need to seek credit from every possible source. Rather, it should make a reasonable effort to seek other sources of credit of the type set forth in sections 364(a) and (b). See In re Snowshoe Co., 789 F. 2d 1085, 1088 (4th Cir. 1986) (finding that trustee had demonstrated good faith effort that credit was not available without granting of senior liens: "the statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable").

24. In light of the circumstances in which the Debtor needs funding, including the limited amount of time within which such funding is needed, it was not possible for the Debtor to obtain its post-petition working capital financing on an unsecured basis pursuant to section 364(a) or 364(b) of the Bankruptcy Code. The Debtor determined that it would not be able to obtain financing other than by offering the relevant debtor-in-possession lender liens over the Debtor's property.

25. The DIP Lender would not agree to provide the DIP Financing unless it obtained a super-priority lien on all assets of the Debtor, including the Property. Inasmuch as the Columbia Bank is believed to be adequately protected, the circumstances of this case dictate that the Debtor obtain its financing under section 364(d) of the Bankruptcy Code. Authorizing the Debtor to enter into the Post-Petition Credit Agreement with the DIP Lender is necessary and appropriate to preserve the value of the Debtor's estate for all parties-in-interest.

26. Finally, the Debtor believes that the terms and conditions of the Post-Petition Credit Facility are fair and reasonable under the circumstances of this case. The Post-Petition Credit Facility is necessary to support the ongoing operations of the Debtor. The Debtor believes that the proposed Post-Petition Credit Facility is the only financing available under the circumstances and within the exercise of sound business judgment.

27. Based on the foregoing, the Debtor requests that the Court authorize it to enter into the Post-Petition Credit Agreement and related documents and obtain postpetition financing from the DIP lender pursuant to the terms contained therein.

Interim Approval of the DIP Financing Should Be Granted

28. Bankruptcy Rule 4001(c) provides that a final hearing on a motion to obtain post-petition credit pursuant to section 364 of the Bankruptcy Code may not be commenced earlier than fifteen (15) days after the service of such motion. See Fed. R. Bankr. P. 4001(c)(2). Upon request, however, the Court is empowered to conduct a preliminary expedited hearing on the motion and authorize the obtaining of credit to the extent necessary to avoid immediate and irreparable harm to a debtor's estate. Id.

29. Pursuant to Bankruptcy Rule 4001(c), the Debtor requests that the Court conduct a preliminary expedited hearing (the "Interim Hearing") for the entry of an interim order (the "Interim Order") authorizing the Debtor to obtain working capital advances under the Post-

Petition Credit Facility up to \$50,000.00 pending a final hearing on the Motion (the “Final Hearing”). Such relief is necessary if the Debtor is to maintain its operations during the sale process, including funding payroll and maintaining utilities.

30. The Debtor has an urgent and immediate need for cash to continue to operate its business.⁶ Without sufficient cash to operate and pay expenses, the Debtor will not be able to maintain on-going operations, as required by the Patel Offer and the Reliable Offer.

31. The Debtor does not have sufficient time to attempt to obtain unsecured credit or debt allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code, or as a junior lien on Property of the Debtor, in an aggregate amount sufficient and readily available to pay the expenses necessary to maintain operations through Closing. Moreover, under the present circumstances and posture of this proceeding, the Debtor does not believe it would be able to obtain unsecured credit to fund its operations. Therefore, absent interim approval of the Post-Petition Credit Facility at this critical juncture, the preservation of the value of the Debtor’s business and assets for the benefit of all parties will be jeopardized. In the circumstances of this Chapter 11 Case, granting the relief requested in this Motion is in the best interests of the Debtor, its estate and creditors.

32. No prior request for the relief sought in this Motion has been made to this or any other court (because the DIP Motion was withdrawn).

CONCLUSION

WHEREFORE, the Debtor respectfully requests the entry of interim and final orders pursuant to sections 105, 362 and 364 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001

⁶ Due to the urgent need to fund payroll on the eve of the Christmas/Hanukah holiday, the DIP Lender funded payroll and payroll taxes for the pay-period ending on December 17, 2016, and payable on December 23, 2016.

and 9014 (a) granting authority for the Debtor to obtain secured debtor-in-possession financing, (b) granting security interest and superpriority claims junior only to the Secured Lender, (c) approving the Post-Petition Credit Agreement and all other documents related thereto and (d) granting related relief; and grant such other and further relief as is just and appropriate.

Dated: December 27, 2016

Respectfully submitted
MCNAMEE HOSEA JERNIGAN KIM
GREENAN & LYNCH, P.A.

/s/ James M. Greenan

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Attorneys to Kent Manor Inn, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of December, 2016, a true and correct copy of the foregoing Emergency Motion for the Entry of Interim Order Pursuant to Section 364 of the Bankruptcy Code has been furnished by first-class mail, postage prepaid, and via electronic transmission to:

James M. Greenan
Steven L. Goldberg
McNamee Hosea et al.
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Queenstown, Maryland 21658

Comptroller of the Treasury
Compliance Division, Room 409
301 W. Preston Street
Baltimore, Maryland 21201-2305

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Honorable Loretta Lynch
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Internal Revenue Service
1500 Pennsylvania Avenue, NW
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Queen Anne's County
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Centreville, Maryland 21617

Queen Anne's County
c/o Mark A. Anderson
107 N. Liberty Street
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Merit Kent Manor, LLC
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Annapolis, Maryland 21403

Kent Manor Investment Co., LLC
David Meloy, Resident Agent
500 Kent Manor Drive
Stevensville, Maryland 21666

And all creditors and parties in interest on the attached mailing matrix.

/s/ James M. Greenan

James M. Greenan

Label Matrix for local noticing
0416-1
Case 16-18048
District of Maryland
Baltimore
Mon Nov 14 16:18:33 EST 2016

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Stevensville, MD 21666-2562

AAMG Kent Island
1630 Main Street, Suite 101
Chester, MD 21619-2792

Allied Trailer Sales
9299 Washington Boulevard
Savage, MD 20763

Annapolis Pest Control
P. O. Box 1474
Severna Park, MD 21146-8474

Bakery de France, Inc.
603-6 Dover Road
Rockville, MD 20850-1282

Brian Keene
1140 Market Street
Denton, MD 21629-3476

Carbons Golden
4101 William Richardson Drive
South Bend, IN 46628-9485

Comptroller of Maryland
Revenue Administration Division
Maryland Sales and Use Tax
110 Carroll Street
Annapolis, MD 21403-3808

David V. Meloy
38 Chesapeake Landing
Annapolis, MD 21403-2615

Bobby's Portable Restrooms
c/o Gregory P. Johnson, Esq.
Offit Kurman, P.A.
4800 Montgomery Ln, 9th Fl
Bethesda, MD 20814-3429

McCrone, Inc.
Attn: Kim Gomoljak
20 Ridgely Avenue
Suite 310
Annapolis, MD 21401-1426

Adams-Burch, Inc.
1901 Stanford Court
Hyattsville, MD 20785-3219

American Bankers Insurance Company of FL
11222 Quail Roost Drive
Miami, FL 33157-6596

Astech Security, Inc.
P. O. Box 138
Chester, MD 21619-0138

Baltimore Media Group
501 North Calvert Street
Baltimore, MD 21278-1000

C. Albert Matthews, Inc.
500 South Street Ext.
Easton, MD 21601-3809

Christine Phillips
5154 Alwoodley Lane
Myrtle Beach, SC 29579-7043

DHL Express
16592 Collections Center Drive
Chicago, IL 60693-0165

Davis, Agnor, Rapaport & Skalny, LLC
10211 Wincopin Circle, Suite 600
Columbia, MD 21044-3431

Delmarva Power & Light Company
701 9th Street, NW, 9th Fl
Washington, DC 20068-0001

The Columbia Bank
c/o David S. Musgrave, Esquire
Gordon Feinblatt LLC
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Baltimore, MD 21202-3332

Alan J. Michaels
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Potomac, MD 20854-5475

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Carol Stream, IL 60197-5008

Atlantic Broadband 1482
330 Drummer Drive
Grasonville, MD 21638-1204

Bobby's Portable Restrooms
P. O. Box 501
Joppa, MD 21085-0501

Capital Uniform
195 Commerce Way
Dover, DE 19904-8224

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301 West Preston Street, Suite 310
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Gordon Feinblatt LLC
233 East Redwood Street
Baltimore, MD 21202-3332

Delmarva Power
P. O. Box 13609
Philadelphia, PA 19101-3609

Delmarva Power & Light Company
5 Collins Drive
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Carneys Point, NJ 08069-3600

Dorchester Auto Sales
3004 Ocean Gateway
Cambridge, MD 21613-3405

Eastern Shore Emergency Med. Physicians
219 South Washington Street
Easton, MD 21601-2913

Eastern Shore Irrigation
P. O. Box 140
Church Hill, MD 21623-0140

Easton Ice Company, Inc.
100 Water Street
Secretary, MD 21664

Expedia
333 108th Avenue NE
Bellevue, WA 98004-5703

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General & Mechanical Services
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Annapolis, MD 21409-5742

Grandizio, Wilkins, Little & Matthews
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Towson, MD 21204-2148

Grinding Company of America
105 Annabel Avenue
Baltimore, MD 21225-1730

Group Benefits Services
P. O. Box 64802
Baltimore, MD 21264-4802

HomePro Vacuum
1346 West 7800 Street
West Jordan, UT 84088-4100

International Gourmet Foods
7520 Fullerton Road
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Jack J. Schmerling
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Glen Burnie, MD 21061-3509

Kagan Law Group, LLC
15 School Street, 3rd Floor
Annapolis, MD 21401-1920

Keany Produce
3310 75th Avenue
Landover, MD 20785-1501

Laurie Sewell
c/o Kent Manor Inn
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Stevensville, MD 21666-2540

Maury, Donnelly & Parr, Inc.
24 Commerce Street
Baltimore, MD 21202-3262

McCrone Engineering
20 Ridgely Avenue
Annapolis, MD 21401-1410

Metropolitan Meat, Seafood & Poultry
1920 Stanford Court
Landover, MD 20785-3219

Minuteman Press of Kent Island
1209 Shopping Center Road
Stevensville, MD 21666-4048

Mr. Rooter
31035 Asches Acres Road
Cordova, MD 21625-2919

Other Side Produce
P. O. Box 1506
Seaford, DE 19973-5506

Pacific Rehab of MD, P.A.
1120 Saint Paul Street
Baltimore, MD 21202-6321

People Net
5163 Rosewell Road
Atlanta, GA 30342-2206

Queen Anne's County
107 North Liberty Street
Centreville, MD 21617-1048

Queen Anne's County Sanitary District
P. O. Box 138
Grasonville, MD 21638-0138

Royal Cup Incorporated
P. O. Box 206011
Dallas, TX 75320-6011

Shore Update
648 Dell Rhodes Avenue, Unit B
Queenstown, MD 21658-1368

St. Paul & Biddle Medical Associates
1120 Saint Paul Street
Baltimore, MD 21202-2618

Suburban Propane
P. O. Box F
Whippany, NJ 07981-0405

Terminix
860 Ridge Lake Boulevard
Memphis, TN 38120-9424

The Baltimore Sun Media Group
Will Johnson
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Lewisville, TX 75067-4394

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Cardmember Services
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Saint Louis, MO 63179-0408

The Columbia Bank
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Lehigh Valley, PA 18002-5226

The Columbia Bank
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East Petersburg, PA 17520-0069

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Bridgeport, NJ 08014-2200

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University of Maryland
Eastern Shore Emergency Med. Physicians
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Wedding 411 on Demand, LLC
19912 Quiet Valley Court
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The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

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Annapolis, MD 21401-1426

(d)The Columbia Bank
c/o David S. Musgrave, Esquire
Gordon Feinblatt LLC
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(d)Alan J Michaels
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End of Label Matrix
Mailable recipients 79
Bypassed recipients 3
Total 82