

uu-125-GD
STONE VALLEY CONSTRUCTION, INC. -vs- RAY MAGGI CONSTRUCTION,
INC. et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

119 STONE VALLEY CONSTRUCTION,
INC., : NO. 00-125-C0
Plaintiff
v.
119 RAY MAGGI CONSTRUCTION, INC.
and THE MOUNTBATTEN SURETY
COMPANY, INC., : Defendants

NOTICE TO DEFEND

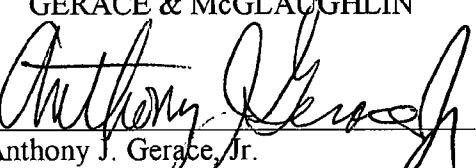
TO THE ABOVE NAMED DEFENDANT:

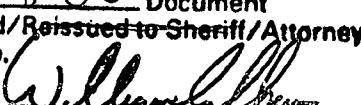
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this pleading and notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice of any money claimed in the pleading or for any other claims or relief requested by our client. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 265-2641

DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By: 
Anthony J. Gerace, Jr.
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850

3-8-00 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

FILED

FEB 03 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

STONE VALLEY CONSTRUCTION, :
INC., : NO.
Plaintiff :
: :
v. :
: :
RAY MAGGI CONSTRUCTION, INC. :
and THE MOUNTBATTEN SURETY :
COMPANY, INC., :
Defendants :
:

COMPLAINT

1. Plaintiff is Stone Valley Construction, Inc., a Pennsylvania business corporation, having a place of business at R.R. #1, Box 305, Osceola Mills, PA 16666.

2. Defendants are:

(a) Ray Maggi Construction, Inc., a Pennsylvania corporation, having a place of business at 1200 East National Pike, Scenery Hill, PA 15360; and
(b) The Mountbatten Surety Company, Inc., a Pennsylvania corporation, having a place of business at 33 Rock Hill Road, Bala Cynwyd, PA 19004.

COUNT I
STONE VALLEY CONSTRUCTION, INC. v.
RAY MAGGI CONSTRUCTION, INC.

3. Paragraphs 1 and 2(a) of this Complaint are incorporated herein by reference.

4. Defendant Maggi was the general contractor with the Commonwealth of Pennsylvania, Department of General Services for Project DGS A251-486.1, which

required the construction of a storage building for the Pennsylvania Department of Transportation near Chestnut Grove, Clearfield County, Pennsylvania.

5. Plaintiff entered into a subcontract dated December 21, 1998 with Defendant Maggi to provide labor and equipment for the construction of a salt shed for the project for a contract price of \$19,710.00. A true and correct copy of the subcontract is attached hereto as Exhibit "A" and incorporated herein by reference.

6. Plaintiff provided all of the labor and material to construct the shed that was the subject of the subcontract in accordance with the specifications of the DGS General Contract with the exception that Defendant Maggi performed at its expense certain punch list repairs and provided certain supervision support for the erection of the shed.

7. Plaintiff and Defendant Maggi agreed to the amounts to be deducted from the subcontract price to compensate Defendant Maggi for the repairs and supervision provided in the amount of \$3,934.00.

8. Plaintiff has performed all conditions precedent to the obligation of Defendant Maggi to pay the sum of \$15,776.00 to Plaintiff on the subcontract.

9. The Pennsylvania Department of General Services has paid Defendant Maggi for the portion of the general contract performed by Plaintiff as of March 26, 1999.

10. The unpaid subcontract amount as adjusted by agreement of the parties, \$15,776.00, has been overdue to Plaintiff since March 26, 1999.

WHEREFORE, Plaintiff demands judgment against Defendant Maggi in the amount of \$15,776.00 plus interest at the rate of 1% per month and penalties at the rate of 1% per month plus attorney's fees and costs as provided under the Pennsylvania Contractors and Subcontractors Payment Law.

COUNT II
STONE VALLEY CONSTRUCTION, INC. v.
THE MOUNTBATTEN SURETY COMPANY, INC.

11. Paragraphs 1, 2(b), 3 through 10 of this Complaint are incorporated herein by reference.

12. The Mountbatten Surety Company, Inc. ("Defendant Mountbatten") issued a Payment and Performance Bond pursuant to the Pennsylvania Public Works Contractors Bond Law as surety for the obligations of Defendant Maggi to perform the general contract, DGS A251-486.1. A true and correct copy of the Payment and Performance Bond is attached hereto as Exhibit "B" and incorporated herein by reference.

13. The subcontract between Defendant Maggi and Plaintiff is an obligation for which Defendant Mountbatten was obligated as surety pursuant to the contract bond.

14. Plaintiff last supplied labor and material to Defendant Maggi on the subcontract on April 1, 1999.

15. Defendant Mountbatten has failed to pay to Plaintiff the amount due under the subcontract for the labor and materials provided by Plaintiff pursuant to the subcontract.

16. Plaintiff has performed all conditions precedent to the obligation of Defendant Mountbatten to pay the contract amount due under the surety bond.

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA

: SS:

COUNTY OF CENTRE

I, MARIE PORTER, state that I am President of Stone Valley Construction, Inc., and verify that the statements made in the Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

STONE VALLEY CONSTRUCTION,
INC.

By: Marie Porter

Date: 12-14-99



**RAY MAGGI
CONSTRUCTION, INC.**
1200 East National Pike
Scenery Hill, PA 15360

99011

CONSTRUCTION SUBCONTRACT

This AGREEMENT is between:

RAY MAGGI CONSTRUCTION, INC.

1200 EAST NATIONAL PIKE

SCENERY HILL, PA 15360

724-945-6777 724-945-6794

(Telephone)

(Fax)

AND

STONEVALLEY CONSTRUCTION, INC.

(Name of Subcontractor)

RR#1 Box 305

OSCEOLA MILLS, PA 16666

(Address of Subcontractor)

814-339-6091 814-339-7677

(City, State and Zip)

If the prime contractor is also the owner, all references to "contractor" apply to the contractor in his capacity as prime contractor and owner. If the contractor is not the owner, the name and address of the owner are: **COMMONWEALTH OF PA DEPARTMENT OF GENERAL SERVICES; 18TH & HERR STREETS; HARRISBURG, PA 17125**

A. Description of Work: Subcontractor will furnish all labor and materials to construct and complete, upon the project described above, in a good, workmanlike, and substantial manner all **LABOR AND EQUIPMENT FOR FRAMING SALT SHED.** (MATERIALS SUPPLIED BY GENERAL CONTRACTOR) **IF ROOFING CANNOT BE PLACED THIS WINTER, WE WILL DO SO IN THE SPRING. PRICE DOES NOT INCLUDE PLACING OF SOFFIT, FACIA, GUTTERS, PAINT, PLATES & STEEL.**

In accordance with the following plans, specifications and contract documents: **DGS A251-486.1**

(Plan To Plan, Prime Co. & Sub.)

B. Payment Schedule: Contractor will pay subcontractor the sum of **\$ 19,710.00** BALANCE PAID IN FULL UPON RECEIPT OF MONIES FROM THE OF PA FOR WORK COMPLETED.

in installments as follows:
COMMONWEALTH

C. Job Information: The name and address of the project owner, the original contractor, and the construction firm (if any) are as follows:
COMMONWEALTH OF PENNSYLVANIA; 18TH & HERR STS; HARRISBURG, PA 17125
RAY MAGGI CONSTRUCTION, INC.; 1200 E. NAT'L PIKE; SCENERY HILL, PA
N/A

(Construction Lender)

D. Insurance: Subcontractor will maintain insurance per §13 in amounts not less than **\$ 1,000,000.00** required by specifications

E. Terms and Conditions: The terms and conditions on the reverse side are expressly incorporated into this contract.

Date **12/21/98** Contractor's License No. **N/A**

Firm Name **RAY MAGGI CONST., INC.**

(Contractor's Firm Name, If Any)

By **Ray Maggi** President

(Contractor & Agent Sign Here)

Subcontractor's License No. **N/A**

Firm Name **STONE VALLEY CONST., INC.**

(Subcontractor's Firm Name)

By **Mark Partee, Pres.**

(Subcontractor & Agent Sign Here)

CONTRACT BOND

No. RCAL-001103-PP

KNOW ALL PERSONS BY THESE PRESENTS, That we the undersigned

RAY MAGGI CONST. INC.

1200 EAST NATIONAL PIKE, SCENERY HILL, PA. 15360

as Principal and The Mountbatten Surety Company, Inc.

(Surety Company)

33 Rock Hill Road, Bala Cynwyd, Pennsylvania 19004

(Address)

a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact business in Pennsylvania, as Surety, are held and firmly bound unto the Department of General Services as hereinafter set forth, in the full and just several sums of

(A) Seventy-Six Thousand, Eight Hundred Ninety-Eight and

00/100 Dollars (\$76,898.00),

for faithful performance of the contract as designated in Paragraph "A"; and

(B) Seventy-Six Thousand, Eight Hundred Ninety-Eight and

00/100 Dollars (\$76,898.00),

for payment for labor, material, equipment rental and public utility services as designated in Paragraph "B"; and

(C) Seven Thousand, Six Hundred Eighty-Nine and

80/100 Dollars (\$7,689.80),

for maintenance as designated in Paragraph "C"; lawful money of the United States of America, to be paid to the Department of General Services, its successors or assigns, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dates this 8th day of October 19 98

person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and become component parts of the work or improvements contemplated, and for rental of equipment used, and services rendered by public utilities in, or in connection with, the prosecution of such work, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

C. That, if the above Principal shall remedy without cost to the Department of General Services any defects which may develop during a period of one (1) year from the date of final completion and acceptance of all the work performed under said contract; provided, in the judgement of the Department of General Services or its successor having jurisdiction in the premises, such defects are caused by defective or inferior materials, or workmanship, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect. The duties and responsibilities incurred by the Principal pursuant to said Maintenance Bond shall in no way qualify or limit any right of the Department of General Services arising pursuant to the terms and conditions of the Performance Bond or absolve the Principal of any duty, responsibility or obligations vested in the Department of General Services.

D. It is further agreed that any alterations which may be made in the terms of the Contract or in the Work to be done or materials to be furnished, or labor to be supplied or performed, or equipment to be rented, or public utility services to be rendered, or the giving by the Department of General Services of any extension of time for the performance of the contract, or the reduction of the retained percentage as permitted by



THE MOUNTBATTEN SURETY COMPANY, INC. Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That The Mountbatten Surety Company, Inc., a corporation of the Commonwealth of Pennsylvania, has made, constituted and appointed, and by these presents does make, constitute and appoint Paul C. Read
Richard J. Collins, Richard J. Taylor, and/or Kathleen Quinn-Sodal all of Pittsburgh, Pennsylvania

its true and lawful Attorney-in-Fact to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

NOT TO EXCEED FIVE MILLION DOLLARS

(\$ 5,000,000.00)

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on August 28, 1992 with all Amendments thereto and are still in full force and effect:

*Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

IN WITNESS WHEREOF, The Mountbatten Surety Company, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 10th day of March, 1996.

(Seal)



Attest:

Larry L. Browne
Commonwealth of Pennsylvania
County of Montgomery

THE MOUNTBATTEN SURETY COMPANY, INC.

By: Kenneth L. Brier
Kenneth L. Brier, President

On this 10th day of March, 1996, before me personally appeared Kenneth L. Brier, President of The Mountbatten Surety Company, Inc. with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is President of The Mountbatten Surety Company, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as President of said Corporation by like authority.

(Seal)

CERTIFICATE

Notary Public
Lester M. Phillips, Notary Public
Lower Moreland Twp., Montgomery County
My Commission Expires Oct. 24, 2000

Notary Public

I, the undersigned Secretary of The Mountbatten Surety Company, Inc. do hereto certify that I am the Secretary or an Assistant Secretary or any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1, of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made.

Section 12-4. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1, of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

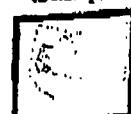
(Stamp)

this 6th day of October 1998

This power of attorney is only valid with Code # RCAI-001103-PP and the original, red stamp affixed hereto.

(Seal)

Larry L. Browne, Secretary



FILED

Recd
FEB 03 2000

018301 Wm

William A. Shaw

Prothonotary PD

80.-

2 CENTS TO SHERIFF BY
1 CENT TO ATTY AT TM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

STONE VALLEY CONSTRUCTION,
INC., : NO. 00-125-CD
Plaintiff :
v. :
RAY MAGGI CONSTRUCTION, INC. :
and THE MOUNTBATTEN SURETY :
COMPANY, INC., :
Defendants :
:

FILED

MAR 08 2000

William A. Shaw
Prothonotary

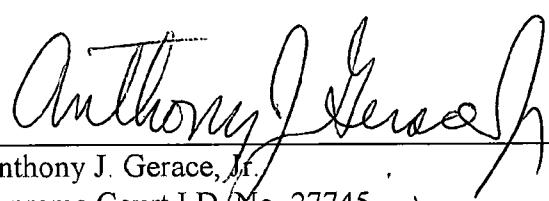
PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the Complaint in this action which was filed on February 3, 2000 and deliver it to the Sheriff of Clearfield County to arrange deputized service of the Defendants at the addresses identified in the Complaint.

DUNAWAY, WEYANDT, MCCORMICK
GERACE & MCGLAUGHLIN

By:


Anthony J. Gerace, Jr.
Supreme Court I.D. No. 27745
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850

FILED

MAR 8 2000

W/M/1091 no cc
William A. Shaw
Prothonotary

Atty's Grace

pd \$7.00

Comp. reinstated
to Atty's Grace

RRP

ANTHONY J. GERACE, JR.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
STONE VALLEY CONSTRUCTION INC. 00-125-CD
VS
RAY MAGGI CONSTRUCTION INC.

COMPLAINT

SHERIFF RETURNS

NOW FEBRUARY 3, 2000, JOHN DURANTE, SHERIFF OF MONTGOMERY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON THE MOUNTBATTEN SURETY COMPANY, INC., DEFENDANT.

NOW FEBRUARY 8, 2000 SERVED THE WITHIN COMPLAINT ON THE MOUNTBATTEN SURETY COMPANY, INC., BY DEPUTIZING THE SHERIFF OF MONTGOMERY COUNTY. THE RETURN OF SHERIFF DURANTE IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED CLARA DESY, P.I.C.

NOW FEBRUARY 3, 2000 LARRY MAGGI, SHERIFF OF WASHINGTON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON RAY MAGGI CONSTRUCTION INC., DEFENDANT.

NOW FEBRUARY 10, 2000 LARRY MAGGI, SHERIFF OF WASHINGTON COUNTY WAS RE-DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON RAY MAGGI CONSTRUCTION INC., DEFENDANT.

NOW MARCH 8, 2000 ATTEMPTED TO SERVE THE WITHIN COMPLAINT ON RAY MAGGI CONSTRUCTION INC, DEFENDANT BY DEPUTIZING THE SHERIFF OF WASHINGTON COUNTY. THE COMPLAINT IS ATTACHED NO ATTEMPTS, NO RETURN OF SERVICE.

ANTHONY J. GERACE, JR.

STONE VALLEY CONSTRUCTION INC.
VS
RAY MAGGI CONSTRUCTION INC.

00-125-CD

CHARGES

COMPLAINT

42.43 SHFF. HAWKINS PAID BY: ATTY.
33.00 SHFF. DURANTE PAID BY: ATTY.
SHFF. MAGGI (NO COSTS)
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

10th DAY OF March 2000

William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
by Marilyn Herr

CHESTER A. HAWKINS
SHERIFF

FILED

MAR 10 2000
01812

William A. Shaw
Prothonotary

ESR

SHERIFF'S RETURN**PROTHONOTARY #** W- 529**DEFENDANT** The Mountbatten Surety Company, Inc.**DOCUMENT SERVED** Civil**INDIVIDUAL SERVED** Clara Desy**RELATIONSHIP TO DEFENDANT** : Person In Charge**DATE AND PREVAILING TIME** : Feb. 8, 2000 @ 09:30**LOCATION** 33 Rock Hill Road, Bala Cynwyd, PA

**THE ABOVE DOCUMENT WAS SERVED ON THE DEFENDANT AS PER
INFORMATION LISTED ABOVE IN THE COUNTY OF MONTGOMERY,
COMMONWEALTH OF PENNSYLVANIA.**

AFFIRMED AND SUBSCRIBED BEFORE ME ON SO ANSWERS,
THIS DAY. February 9, 2000

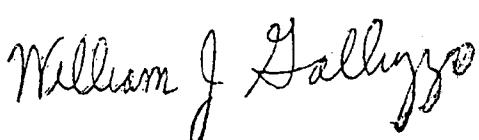
John P. Durante

John P. Durante
SHERIFF OF MONTGOMERY


NOTARY PUBLIC

NOTARIAL SEAL
HELENE FRIEDMAN, Notary Public
Norristown, Montgomery Co., PA
My Commission Expires April 1, 2000

Galluzzo
DEPUTY SHERIFF





Sheriff's Office Clearfield County

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-6089

CHESTER A. HAWKINS
SHERIFF

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

MARGARET PUTT
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STONE VALLEY CONSTRUCTION INC

NO. 00-125-CD

VS

RAY MAGGI CONSTRUCTION INC al

ACTION: COMPLAINT

SERVE BY: 3/3/00

or

HEARING DATE:

SERVE: THE MOUNTBATTEN SURETY COMPANY, INC.

ADDRESS: 33 Rock Hill Road, Bala Cynwyd, Pa. 19004

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of MONTGOMERY County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 3rd day of FEBRUARY 2000.

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: DUNAWAY, WEYANDT, McCORMICK, GERACE & McGLAUGHLIN, Atty's.

FORM MCSD 101



SHERIFF'S OFFICE
COUNTY of MONTGOMERY

COURT HOUSE

AIRY AND SWEDE STREETS
NORRISTOWN, PENNSYLVANIA 19404
TELEPHONE (610) 978-3331

CUSTOMER'S COPY

290554

Plaintiff

Defendant

Filed By

28-00

INVOICE for charges
 RECEIPT for payment

Docket No
W329

Type of Transaction

AMOUNT

33 -

Docketing and Service

Additional Defendant

Surcharge

Writ of Execution

Garnishment

Interrogatory

Affidavit-Notary

Pistol Permit No.

Property Claim

Poundage

Notarial Certificate

Sheriff's Acknowledgment

Prothonotary Acknowledgment

Mileage

Additional Mileage

80205

FIVE THOUSAND FORMS

2-14-00

We must be
deputized by
Clearfield Co.
Sheriff.

SHERIFF'S DEPARTMENT

WASHINGTON COUNTY, PENNSYLVANIA

COURTHOUSE, WASHINGTON, PA 15301

412-228-6840

DATE _____

SHERIFF SERVICE

PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS: Please fill out a separate form for each defendant. Type or print legibly, insuring readability of all copies. Do not detach any copies.

PLAINTIFF / S /

STONE VALLEY CONST. INC.

COURT NUMBER OF WRIT OR COMPLAINT
00-125-CD

DEFENDANT / S /

RAY MAGGI CONSTRUCTION INC

TYPE OF WRIT OR COMPLAINT
COMPLAINT

SERVE



NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD

RAY MAGGI CONSTRUCTION, INC.

ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip.)

1200 East National Pike, Scenery Hill, Pa. 15360

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL REG. MAIL POSTED OTHER LEVY SEIZED & STORE

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE.

Expiration/Hearing Date

3/4/00

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

SIGNATURE OF ATTORNEY or other ORIGINATOR requesting service on behalf of
Anthony J. Gerace, Jr. PLAINTIFF
Anthony J. Gerace, Jr. DEFENDANT

ADDRESS
919 University Dr. TELEPHONE NUMBER
State College, PA 16801 (814) 231-1850

I hereby CERTIFY and RETURN that on the _____ day of _____, 19 _____, at _____ o'clock A.M. / P.M. Address Above / Address Below, County of Washington, Pennsylvania

I have served in the manner Described below: _____

Defendant(s) personally served.

Adult family member with whom said Defendant(s) reside(s). Relationship is _____
 Adult in charge of Defendant's residence who refused to give name or relationship.
 Manager / Clerk of place of lodging in which Defendant(s) reside(s).
 Agent or person in charge of Defendant(s) office or usual place of business.

Other _____

Property Posted _____

Deputize _____

Cert. Mail Levy Made Reg. Mail

Defendant not found because: Moved Unknown No Answer Vacant Other _____

Now, _____ 19 _____, I, SHERIFF OF WASHINGTON COUNTY, PA. do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law.

This deputation being made at the request and risk of the plaintiff.

Notary Public \$ _____ Check Number _____ SHERIFF OF WASHINGTON COUNTY

\$ _____ Check Number _____ County Costs \$ _____

Advance \$	Invoice	Docket	Page	Total Costs \$	Costs Due \$	REFUND \$
---------------	---------	--------	------	-------------------	-----------------	--------------

AFFIRMED and subscribed to before me this _____

day of _____ 19 _____

Prothonotary / Notary Public

MY COMMISSION EXPIRES _____

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

Date Received _____

By (Sheriff / Dep. Sheriff) (Please Print or Type.)

Date _____

Signature of Sheriff

Date _____

SHERIFF OF WASHINGTON COUNTY

SHERIFF'S DEPARTMENT
WASHINGTON COUNTY, PENNSYLVANIA

COURTHOUSE, WASHINGTON, PA 15301

412-228-6840

DATE _____

SHERIFF SERVICE

PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS: Please fill out a separate form for each defendant. Type or print legibly, insuring readability of all copies. Do not detach any copies.

PLAINTIFF / S /

STONE VALLEY CONST. INC.

COURT NUMBER OF WRIT OR COMPLAINT
00-125-CD

DEFENDANT / S /

RAY MAGGI CONSTRUCTION INC

TYPE OF WRIT OR COMPLAINT
COMPLAINT

SERVE



NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD

RAY MAGGI CONSTRUCTION, INC.

ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip.)

1200 East National Pike, Scenery Hill, Pa. 15360

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL REG. MAIL POSTED OTHER LEVY SEIZED & STORE

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE.

Expiration/Hearing Date

3/4/00

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN: Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of
Anthony J. Gerace, Jr.

ADDRESS **919 University Dr.** TELEPHONE NUMBER
State College, PA 16801 (814) 231-1850

I hereby CERTIFY and RETURN that on the _____ day of _____, 19 _____, at _____ o'clock A.M. / P.M. Address Above / Address Below, County of Washington, Pennsylvania

I have served in the manner Described below: _____

Defendant(s) personally served.

Adult family member with whom said Defendant(s) reside(s). Relationship is _____

Adult in charge of Defendant's residence who refused to give name or relationship.

Manager / Clerk of place of lodging in which Defendant(s) reside(s).

Agent or person in charge of Defendant(s) office or usual place of business.

Other _____

Property Posted _____

Deputize _____

Cert. Mail Levy Made Reg. Mail _____

Defendant not found because: Moved Unknown No Answer Vacant Other _____

Now, _____, 19 _____. I, SHERIFF OF WASHINGTON COUNTY, PA. do hereby depelize the Sheriff of _____ County to execute this Writ and make return thereof according to law.

This deputation being made at the request and risk of the plaintiff.

Notary Public \$ _____ Check Number _____ SHERIFF OF WASHINGTON COUNTY

\$ _____ Check Number _____ County Costs \$ _____

Advance \$	Invoice	Docket	Page	Total Costs \$	Costs Due \$	REFUND \$
---------------	---------	--------	------	-------------------	-----------------	--------------

AFFIRMED and subscribed to before me this _____

day of _____, 19 _____

By (Sheriff / Dep. Sheriff) (Please Print or Type.) _____ Date _____

Signature of Sheriff _____ Date _____

SHERIFF OF WASHINGTON COUNTY

Prothonotary / Notary Public

MY COMMISSION EXPIRES _____

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
 OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

Date Received

ATTORNEY

SHERIFF'S DEPARTMENT

WASHINGTON COUNTY, PENNSYLVANIA

COURTHOUSE, WASHINGTON, PA 15301

412-228-6840

DATE _____

SHERIFF SERVICE

PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS: Please fill out a separate form for each defendant. Type or print legibly, insuring readability of all copies. Do not detach any copies.

PLAINTIFF / S /

STONE VALLEY CONST. INC.

COURT NUMBER OF WRIT OR COMPLAINT
00-125-CD

DEFENDANT / S /

RAY MAGGI CONSTRUCTION INC

TYPE OF WRIT OR COMPLAINT
COMPLAINT

SERVE



NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD
RAY MAGGI CONSTRUCTION, INC.
ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip.)
1200 East National Pike, Scenery Hill, Pa. 15360

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL REG. MAIL POSTED OTHER LEVY SEIZED & STORE

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE.

Expiration/Hearing Date
3/4/00

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN: Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

SIGNATURE OF ATTORNEY or other ORIGINATOR requesting service on behalf of
Anthony J. Gerace, Jr. *Anthony Gerace Jr.*

ADDRESS
919 University Dr.
State College, PA 16801
TELEPHONE NUMBER
(814) 231-1850

I hereby CERTIFY and RETURN that on the _____ day of _____, 19 _____, at _____ o'clock A.M. / P.M. Address Above / Address Below, County of Washington, Pennsylvania

I have served in the manner Described below: _____

Defendant(s) personally served.

Adult family member with whom said Defendant(s) reside(s). Relationship is _____
 Adult in charge of Defendant's residence who refused to give name or relationship.
 Manager / Clerk of place of lodging in which Defendant(s) reside(s).
 Agent or person in charge of Defendant(s) office or usual place of business.

Other _____

Property Posted _____

Deputize _____

Cert. Mail Levy Made Reg. Mail

Defendant not found because: Moved Unknown No Answer Vacant Other _____

Now, _____, 19 _____, I, SHERIFF OF WASHINGTON COUNTY, PA. do hereby depelize the Sheriff of _____ County to execute this Writ and make return thereof according to law.

This deputation being made at the request and risk of the plaintiff.

Notary Public \$ _____ Check Number _____ SHERIFF OF WASHINGTON COUNTY

\$ _____	Check Number _____	County Costs \$ _____				
Advance \$	Invoice	Docket	Page	Total Costs \$	Costs Due \$	REFUND \$

AFFIRMED and subscribed to before me this _____

day of _____ 19 _____

Prothonotary / Notary Public

MY COMMISSION EXPIRES _____

By (Sheriff / Dep. Sheriff) (Please Print or Type.)

Date _____

Signature of Sheriff

Date _____

SHERIFF OF WASHINGTON COUNTY

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

Date Received _____

SHERIFF

SHERIFF'S DEPARTMENT

WASHINGTON COUNTY, PENNSYLVANIA

COURTHOUSE, WASHINGTON, PA 15301

412-228-6840

DATE _____

**SHERIFF SERVICE
PROCESS RECEIPT, and AFFIDAVIT OF RETURN**

INSTRUCTIONS: Please fill out a separate form for each defendant. Type or print legibly, insuring readability of all copies. Do not detach any copies.

PLAINTIFF / S /	STONE VALLEY CONST. INC.	COURT NUMBER OF WRIT OR COMPLAINT 00-125-CD
DEFENDANT / S /	RAY MAGGI CONSTRUCTION INC	TYPE OF WRIT OR COMPLAINT COMPLAINT
SERVE  AT	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD RAY MAGGI CONSTRUCTION, INC. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip.) 1200 East National Pike, Scenery Hill, Pa. 15360	

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL REG. MAIL POSTED OTHER LEVY SEIZED & STORE

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE.

Expiration/Hearing Date

3/4/00

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN: Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

SIGNATURE OF ATTORNEY or other ORIGINATOR requesting service on behalf of	ADDRESS	TELEPHONE NUMBER
<i>Anthony J. Gerace, Jr.</i>	919 University Dr.	State College, PA 16801 (814) 231-1850
<input type="checkbox"/> PLAINTIFF		
<input type="checkbox"/> DEFENDANT		

I hereby CERTIFY and RETURN that on the _____ day of _____, 19 _____, at _____ o'clock A.M. / P.M. Address Above / Address Below, County of Washington, Pennsylvania

I have served in the manner Described below: _____

Defendant(s) personally served.
 Adult family member with whom said Defendant(s) reside(s). Relationship is _____
 Adult in charge of Defendant's residence who refused to give name or relationship.
 Manager / Clerk of place of lodging in which Defendant(s) reside(s).
 Agent or person in charge of Defendant(s) office or usual place of business.
 Other _____
 Property Posted _____
 Deputize _____
 Cert. Mail Levy Made Reg. Mail

Defendant not found because: Moved Unknown No Answer Vacant Other _____

Now, _____, 19 _____, I, SHERIFF OF WASHINGTON COUNTY, PA. do hereby depelize the Sheriff of _____ County to execute this Writ and make return thereof according to law.

This depetation being made at the request and risk of the plaintiff.

Notary Public \$ _____ Check Number _____ SHERIFF OF WASHINGTON COUNTY

\$ _____	Check Number _____	County Costs \$ _____			
Advance \$	Invoice	Docket	Page	Total Costs \$	Costs Due \$
					REFUND \$

AFFIRMED and subscribed to before me this _____

day of _____, 19 _____

By (Sheriff / Dep. Sheriff) (Please Print or Type.)

Date _____

Signature of Sheriff

Date _____

SHERIFF OF WASHINGTON COUNTY

Prothonotary / Notary Public
MY COMMISSION EXPIRES _____

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

Date Received _____

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

STONE VALLEY CONSTRUCTION,
INC.,

Plaintiff

NO. 00-125-00

v.

RAY MAGGI CONSTRUCTION, INC.
and THE MOUNTBATTEN SURETY
COMPANY, INC.,

Defendants

NOTICE TO DEFEND

TO THE ABOVE NAMED DEFENDANT:

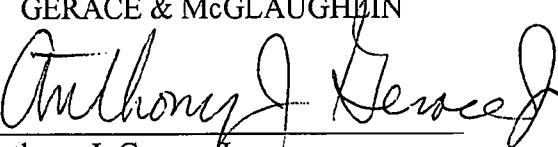
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this pleading and notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice of any money claimed in the pleading or for any other claims or relief requested by our client. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 265-2641

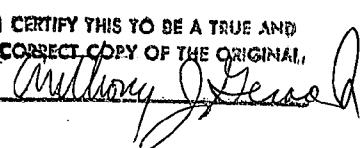
DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By:


Anthony J. Gerace, Jr.
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850

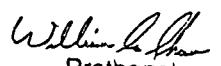
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

I CERTIFY THIS TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL.



FEB 03 2000

Attest:


William L. Hause
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

STONE VALLEY CONSTRUCTION,
INC., : NO.

Plaintiff

v.

RAY MAGGI CONSTRUCTION, INC.
and THE MOUNTBATTEN SURETY
COMPANY, INC.,

Defendants

COMPLAINT

1. Plaintiff is Stone Valley Construction, Inc., a Pennsylvania business corporation, having a place of business at R.R. #1, Box 305, Osceola Mills, PA 16666.

2. Defendants are:

(a) Ray Maggi Construction, Inc., a Pennsylvania corporation, having a place of business at 1200 East National Pike, Scenery Hill, PA 15360; and

(b) The Mountbatten Surety Company, Inc., a Pennsylvania corporation, having a place of business at 33 Rock Hill Road, Bala Cynwyd, PA 19004.

COUNT I

STONE VALLEY CONSTRUCTION, INC. v.
RAY MAGGI CONSTRUCTION, INC.

3. Paragraphs 1 and 2(a) of this Complaint are incorporated herein by reference.

4. Defendant Maggi was the general contractor with the Commonwealth of Pennsylvania, Department of General Services for Project DGS A251-486.1, which

required the construction of a storage building for the Pennsylvania Department of Transportation near Chestnut Grove, Clearfield County, Pennsylvania.

5. Plaintiff entered into a subcontract dated December 21, 1998 with Defendant Maggi to provide labor and equipment for the construction of a salt shed for the project for a contract price of \$19,710.00. A true and correct copy of the subcontract is attached hereto as Exhibit "A" and incorporated herein by reference.

6. Plaintiff provided all of the labor and material to construct the shed that was the subject of the subcontract in accordance with the specifications of the DGS General Contract with the exception that Defendant Maggi performed at its expense certain punch list repairs and provided certain supervision support for the erection of the shed.

7. Plaintiff and Defendant Maggi agreed to the amounts to be deducted from the subcontract price to compensate Defendant Maggi for the repairs and supervision provided in the amount of \$3,934.00.

8. Plaintiff has performed all conditions precedent to the obligation of Defendant Maggi to pay the sum of \$15,776.00 to Plaintiff on the subcontract.

9. The Pennsylvania Department of General Services has paid Defendant Maggi for the portion of the general contract performed by Plaintiff as of March 26, 1999.

10. The unpaid subcontract amount as adjusted by agreement of the parties, \$15,776.00, has been overdue to Plaintiff since March 26, 1999.

WHEREFORE, Plaintiff demands judgment against Defendant Maggi in the amount of \$15,776.00 plus interest at the rate of 1% per month and penalties at the rate of 1% per month plus attorney's fees and costs as provided under the Pennsylvania Contractors and Subcontractors Payment Law.

COUNT II
STONE VALLEY CONSTRUCTION, INC. v.
THE MOUNTBATTEN SURETY COMPANY, INC.

11. Paragraphs 1, 2(b), 3 through 10 of this Complaint are incorporated herein by reference.

12. The Mountbatten Surety Company, Inc. ("Defendant Mountbatten") issued a Payment and Performance Bond pursuant to the Pennsylvania Public Works Contractors Bond Law as surety for the obligations of Defendant Maggi to perform the general contract, DGS A251-486.1. A true and correct copy of the Payment and Performance Bond is attached hereto as Exhibit "B" and incorporated herein by reference.

13. The subcontract between Defendant Maggi and Plaintiff is an obligation for which Defendant Mountbatten was obligated as surety pursuant to the contract bond.

14. Plaintiff last supplied labor and material to Defendant Maggi on the subcontract on April 1, 1999.

15. Defendant Mountbatten has failed to pay to Plaintiff the amount due under the subcontract for the labor and materials provided by Plaintiff pursuant to the subcontract.

16. Plaintiff has performed all conditions precedent to the obligation of Defendant Mountbatten to pay the contract amount due under the surety bond.



**RAY MAGGI
CONSTRUCTION, INC.**
1200 East National Pike
Scenery Hill, PA 15360

99011

CONSTRUCTION SUBCONTRACT

THIS AGREEMENT is between:

RAY MAGGI CONSTRUCTION, INC.

1200 EAST NATIONAL PIKE

SCENERY HILL, PA 15360

724-945-6777 724-945-6794

(Telephone)

(Fax)

AND

STONEVALLEY CONSTRUCTION, INC.

(Name of Subcontractor)

RR#1 BOX 305

OSCEOLA MILLS, PA 16666

(City, State and Zip)

814-339-6091 814-339-7677

(City, State and Zip)

If the prime contractor is also the owner, all references to "contractor" apply to the contractor in his capacity as prime contractor and owner. If the contractor is not the owner, the name and address of the owner are: COMMONWEALTH OF PA DEPARTMENT OF GENERAL SERVICES; 18TH & HERR STREETS; HARRISBURG, PA 17125

A. Description of Work: Subcontractor will furnish all labor and materials to construct and complete, upon the project described above, in a good, workmanlike, and substantial manner all LABOR AND EQUIPMENT FOR FRAMING SALT SHED. (MATERIALS SUPPLIED BY GENERAL CONTRACTOR) IF ROOFING CANNOT BE PLACED THIS WINTER, WE WILL DO SO IN THE SPRING. PRICE DOES NOT INCLUDE PLACING OF SOFFIT, FACIA, GUTTERS, PAINT, PLATES & STEEL.

In accordance with the following plans, specifications and contract documents: DGS A251-486.1

(Refer To Plans, Specs, Co.

(Ex. 1)

B. Payment Schedule: Contractor will pay subcontractor the sum of \$ 19,710.00 BALANCE PAID IN FULL UPON RECEIPT OF MONIES FROM THE OF PA FOR WORK COMPLETED.

in installments as follows:

COMMONWEALTH

C. Job Information: The name and address of the project owner, the original contractor, and the construction firm (if any) are as follows:

COMMONWEALTH OF PENNSYLVANIA; 18TH & HERR STS; HARRISBURG, PA 17125
RAY MAGGI CONSTRUCTION, INC.; 1200 E. NAT'L PIKE; SCENERY HILL, PA
N/A

(Construction Lender)

D. Insurance: Subcontractor will maintain insurance per §13 in amounts not less than \$ 1,000,000.00 required by specifications

E. Terms and Conditions: The terms and conditions on the reverse side are expressly incorporated into this contract.

Date 12/21/98Contractor's License No. N/ASubcontractor's License No. N/AFirm Name RAY MAGGI CONST., INC.Firm Name STONE VALLEY CONST., INC.

(Contractor's Firm Name, F.A.S.T.)

(Subcontractor's Firm Name, F.A.S.T.)

By Ray Maggi PRESIDENTBy Marie Partee, Pres.

(Contractor & Agent Sign Here)

(Subcontractor & Agent Sign Here)



THE MOUNTBATTEN SURETY COMPANY, INC. Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That The Mountbatten Surety Company, Inc., a corporation of the Commonwealth of Pennsylvania, has made, constituted and appointed, and by these presents does make, constitute and appoint Paul C. Read
Richard J. Calline, Richard J. Taylor, and/or Kathleen Quinn-Sobel all of Pittsburgh, Pennsylvania

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

NOT TO EXCEED FIVE MILLION DOLLARS

(\$ 5,000,000.00)

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on August 28, 1992 with all Amendments thereto and are still in full force and effect:

*Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

IN WITNESS WHEREOF, The Mountbatten Surety Company, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 10th day of March, 1996.

(Seal)



Attest:

Commonwealth of Pennsylvania
County of Montgomery

THE MOUNTBATTEN SURETY COMPANY, INC.

By: Kenneth L. Brier
Kenneth L. Brier, President

On this 10th day of March, 1996, before me personally appeared Kenneth L. Brier, President of The Mountbatten Surety Company, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is President of The Mountbatten Surety Company, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as President of said Corporation by like authority.

(Seal)

CERTIFICATE

Notary Public
Linda M. Phillips, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Oct. 28, 2000

Notary Public

I, the undersigned Secretary of The Mountbatten Surety Company, Inc. do hereby certify that I am the Secretary of the Corporation of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate, and further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of The Mountbatten Surety Company, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of The Mountbatten Surety Company, Inc.:

Section 12-4. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

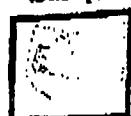
(Stamp)

this 6th day of October 1998

This power of attorney is only valid with Code # RCAI-001103-PP and the original, red stamp affixed hereto.

(Seal)

John C. Brier
John C. Brier, Secretary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

115 STONE VALLEY CONSTRUCTION,
INC.,

Plaintiff

NO. 00-125-CD

v.

116 RAY MAGGI CONSTRUCTION, INC.
and THE MOUNTBATTEN SURETY
COMPANY, INC., 113

Defendants

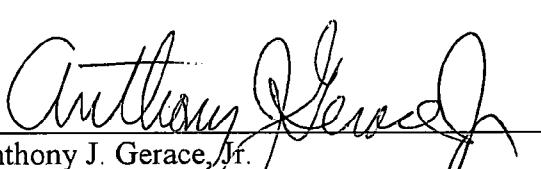
PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY:

Please discontinue the above-captioned action.

DUNAWAY, WEYANDT, MCCORMICK
GERACE & MCGLAUGHLIN

By:


Anthony J. Gerace, Jr.
Pa. Supreme Court I.D. No. 27745
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850

FILED

APR 11 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

STONE VALLEY CONSTRUCTION,
INC., : NO. 00-125-CD

Plaintiff

v.

RAY MAGGI CONSTRUCTION, INC. :
and THE MOUNTBATTEN SURETY :
COMPANY, INC., :
Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Praeclipe to Discontinue was
hereby served by depositing same within the custody of the United States Postal Service,
First Class, postage prepaid, addressed to the following:

Ray Maggi Construction, Inc.
1200 East National Pike
Scenery Hill, PA 15360

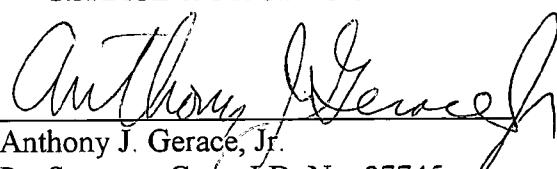
The Mountbatten Surety Company, Inc.
33 Rock Hill Road
Bala Cynwyd, PA 19004

DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

FILED

APR 11 2000

William A. Shaw
Prothonotary

By: 
Anthony J. Gerace, Jr.
Pa. Supreme Court I.D. No. 27745
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850

Date: 4-6-2000

FILED

APR 11 2000
MAY 18 2000
William A. Shaw
Prothonotary
Cert DS
to Atty. W. Grace

Copy to CA
Kes

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
CIVIL DIVISION

COPY

STONE VALLEY CONSTRUCTION, INC.,

Plaintiff(s)

vs.

No. 00-125-CD

RAY MAGGI CONSTRUCTION, INC., and

THE MOUNTBATTEN SURETY COMPANY, INC.

Defendant(s)

CERTIFICATE OF DISCONTINUANCE

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

I, WILLIAM A. SHAW, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was this day, the 11th of April A.D. 2000, marked:

DISCONTINUED

Record costs in the sum of \$182.43 have been paid in full by

Anthony Gerace, Jr., Esquire

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 11th day of April A.D. 2000.

Prothonotary