

01-342-CD  
BEMCO DENTAL SUPPLY COMPANY et al -vs- CLEARFIELD DENTAL ARTS,  
LTD

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

BENCO DENTAL SUPPLY COMPANY,  
t/d/b/a BENCO DENTAL COMPANY,  
and MILFORD HOLDING COMPANY,  
Plaintiffs

vs.

CLEARFIELD DENTAL ARTS, LTD.,  
t/d/b/a BERES & HUGHES DENTAL  
LABORATORY,  
Defendant

:  
: No. 01-342-CD  
:  
: Type of Pleading: Complaint  
:  
:  
: Filed on behalf of: Plaintiff  
:  
: Counsel of Record:  
: Robert A. Mix, Esq.  
: Lee, Martin, Green & Reiter, Inc.  
: I.D. #16164  
: 115 E. High Street  
: P.O. Box 179  
: Bellefonte, PA 16823  
: 814-355-4769

FILED

MAR 09 2001

William A. Shaw  
Prothonotary

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

BENCO DENTAL SUPPLY COMPANY,	:
t/d/b/a BENCO DENTAL COMPANY,	:
and MILFORD HOLDING COMPANY,	:
Plaintiffs	: No.
	:
vs.	:
	:
CLEARFIELD DENTAL ARTS, LTD.,	:
t/d/b/a BERES & HUGHES DENTAL	:
LABORATORY,	:
Defendant	:

NOTICE

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 complaint 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 claims 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 for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. 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's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans With Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the court. You must attend the scheduled conference or hearing.

LEE, MARTIN, GREEN & REITER, INC.

By:

  
Robert A. Mix, Esq.

I.D. #16164

Attorney for Plaintiffs

115 E. High Street

P.O. Box 179

Bellefonte, PA 16823

814-355-4769

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

BENCO DENTAL SUPPLY COMPANY,	:	
t/d/b/a BENCO DENTAL COMPANY,	:	
and MILFORD HOLDING COMPANY,	:	
Plaintiffs	:	No.
	:	
vs.	:	
	:	
CLEARFIELD DENTAL ARTS, LTD.,	:	
t/d/b/a BERES & HUGHES DENTAL	:	
LABORATORY,	:	
Defendant	:	

COMPLAINT

NOW COME Plaintiffs Benco Dental Supply Company and Milford Holding Company  
by their attorneys, Lee, Martin, Green & Reiter, Inc., and respectfully represent:

1. Plaintiffs are:

- (a) Benco Dental Supply Company (hereinafter Benco), a Pennsylvania corporation with a place of business located at 11 Bear Creek Boulevard, Wilkes-Barre, PA 18773. Plaintiff trades and does business under the fictitious name Benco Dental Company.
- (b) Milford Holding Company (hereinafter Milford), a Florida corporation with a place of business located at 12 East Coronado, 3400 South Ocean Boulevard, Highland Beach, FL 33487.

2. Defendant is Clearfield Dental Arts, Ltd. (hereinafter Dental Arts), a Pennsylvania corporation with a place of business located at 508 Krebbs Avenue, Clearfield, PA 16830. Defendant trades and does business as under the fictitious name Beres & Hughes Dental Laboratory.

3. At all times relevant to this civil action, Benco and Milford were engaged in the business of selling dental supplies.

4. At all times relevant to this action, Dental Arts was engaged in the business of preparing and fabricating dental prosthesis.

COUNT I  
BENCO AND MILFORD V. DENTAL ARTS

5. On or about July 16, 1998, Dental Arts submitted an application to CoreStates Bank, N.A. for a loan, a true and correct copy of which is attached hereto, incorporated herein and marked Exhibit "A."

6. On or about August 3, 1998, CoreStates Bank, N.A. made a loan to Dental Arts in the amount of \$18,000.00 on the terms and conditions set forth in the Promissory Note, a true and correct copy of which is attached hereto, incorporated herein and marked Exhibit "A."

7. Dental Arts defaulted under the loan and Promissory Note by failing to make the required monthly installment payments when due.

8. On or about May 6, 1999, First Union National Bank, successor to CoreStates Bank, N.A. assigned its right, title and interest in said loan and Promissory Note to Benco and Milford.

9. On or about May 6, 1998, the outstanding balance due and owing from Dental Arts to First Union National Bank was \$15,941.11.

10. Pursuant to the Promissory Note, Dental Arts agreed to pay interest on the outstanding principal balance at the rate of 9.5% per annum.

11. Pursuant to the Promissory Note, Dental Arts agreed to pay a late charge of 5% of the required monthly installment payment if not paid within ten (10) days after it was due.

12. Pursuant to the Promissory Note, Dental Arts agreed to pay reasonable attorney's fees and expenses incurred in enforcing its obligations thereunder.

13. Despite a demand therefor, Dental Arts has failed to pay Benco and Milford the outstanding principal balance of \$12,761.27, plus interest and late fees due under the Promissory Note.

WHEREFORE, Benco and Milford demand judgment in their favor and against Dental Arts in the amount of \$12,761.27, plus pre-judgment interest, late charges, attorneys' fees and costs.

COUNT II  
BENCO V. DENTAL ARTS

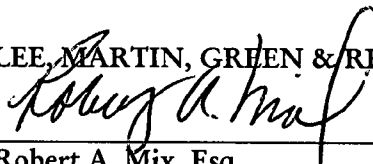
14. Commencing August 28, 1998 and ending October 30, 1998, Benco sold and delivered to Dental Arts goods of the description, at the price and on the terms set forth more specifically in the invoices attached hereto, incorporated herein and marked collectively as Exhibit "B."

15. Defendant received delivery of and accepted said goods.

16. The principal balance of \$930.92 is presently due and owing Benco from Dental Arts as a result of its purchase of said goods, as set forth more specifically in the statement of account, a true and correct copy of which is attached hereto, incorporated herein and marked Exhibit "C."

17. Despite a demand therefor, Dental Arts has failed and refused to pay said sum to Benco.

WHEREFORE, Benco demands judgment in its favor and against Dental Arts in the amount of \$930.92, plus pre-judgment interest, plus costs.

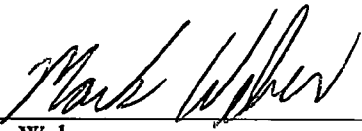
LEE, MARTIN, GREEN & REITER, INC.  
  
By: \_\_\_\_\_  
Robert A. Mix, Esq.  
I.D. #16164  
Attorney for Plaintiffs  
115 E. High Street  
P.O. Box 179  
Bellefonte, PA 16823  
814-355-4769

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

BENCO DENTAL SUPPLY COMPANY,	:
t/d/b/a BENCO DENTAL COMPANY,	:
and MILFORD HOLDING COMPANY,	:
Plaintiffs	: No.
vs.	:
CLEARFIELD DENTAL ARTS, LTD.,	:
t/d/b/a BERES & HUGHES DENTAL	:
LABORATORY,	:
Defendant	:

VERIFICATION

Mark Weber states that his is a representative of Benco Dental Supply Company, that he is acquainted with the facts set forth in the foregoing Complaint; that the same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Mark Weber





CoreStates

# CoreStates Bank, N.A. Loan Application

Nap

Amount of Loan 18,000 Term 2 yrs Purpose Pay Benco - Supplier  
 Borrower(s): Beres + Hughes Dental Lab TIN/SSN: 25-1803536  
 Address: 508 Krebs Ave Bus. Phone: 800-595-9770  
Clearfield PA 16830  
 Type of Borrower: Individual ☐ Proprietor ☐ Partnership ☒ Corporation ☐ Limited Liability Company  
 Annual Income: \$ 200,000.00 Years in Business 45

## PERSONAL INFORMATION OF PRINCIPALS AND/OR OFFICERS

Name & Title MARK S. WAGNER Name & Title SCOTT BAUN  
 % ownership 40% % ownership 25%  
 Address 428 Chestnut St Address Rt 1 Box 2054  
 City ST MARKS State PA Zip 15857 City Rochester Mills State PA Zip 15771  
 SSN 662-46-0995 Date of Birth 9/12/58 SSN 180-56-9589 Date of Birth 9/12/58  
 Annual Income \$2,000 Annual Income 35,000.00  
 Phone 414 781-7497 Phone 224-226-3147  
 Have you ever borrowed under a different name? Yes ☒ No ☐  
 If so, what name? \_\_\_\_\_  
 Have you ever failed in business? Yes ☒ No ☐  
 If so, attach complete details. \_\_\_\_\_  
 Have you ever failed in business? Yes ☒ No ☐  
 If so, attach complete details. \_\_\_\_\_

You, the firm signing below, as well as the Principals and/or Officers of the firm also signing below, hereby submit this application and financial statement(s) to us for the purpose of obtaining a loan for the entity(ies) described above. All Principals and/or Officers named on this application must all sign below. By signing, each of you authorizes and instructs any person or consumer reporting agency to compile and furnish to us any information it may have or obtain in response to our credit inquiries. You agree that such information shall remain our property whether or not the credit is extended. You declare that all information set forth in this application is a true representation of the facts and is made by you for the sole purpose of inducing us to extend the credit requested. Any willful misrepresentation on this application could result in criminal action. You hereby acknowledge the disclosures given on the reverse side of this form.

We may request a consumer report on each principal or officer signing below in connection with this application and subsequent consumer reports in connection with updating, renewing, or extending the requested credit. Upon your written request, we will provide the name and address of the consumer agency furnishing such a report to us, if any.

7/16/98  
 Date Mark S. Wagner  
 Signature Mark S. Wagner  
 Individually Scott Baun  
 Individually Scott Baun

Beres + Hughes Dental Lab  
 Name of Corporation, Partnership or Limited Liability Company  
 BY: Mark S. Wagner President  
 Name and Title  
 BY: Scott Baun  
 Name and Title

EXHIBIT

A

## PROMISSORY NOTE

<u>Beres + Hughes</u> <u>Dental Lab</u> <u>508 Krebs Ave</u> <u>Clearfield, PA 16830</u> <b>BORROWER'S NAME AND ADDRESS</b> Hereinafter referred to as "Debtor"	<b>CoreStates Bank, N.A.</b> <b>Commercial Banking Group</b> 1 South Main Street P.O. Box 880 Pittston, PA 18840 Hereinafter referred to as "Lender"	<b>Loan Number</b> _____ <b>Date</b> <u>8-3-98</u> <b>Maturity Date</b> <u>8-3-2000</u> <b>Loan Amount \$</b> <u>\$18,000.00</u>
--	---	---

For value received, and intending to be legally bound hereby, Debtor promises to pay to Lender, or Lender's order, at Lender's address listed above, the PRINCIPAL sum of Eighteen Thousand and 00/100 Dollars

\$ 18,000.00 in Lawful Money of the United States.

SINGLE ADVANCE: Debtor will receive all of this principal sum on 8-3-98

No additional advances are contemplated under this note.

CLOSED END CREDIT: Lender and Debtor agree that Debtor may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: Debtor agrees to pay interest on the outstanding principal balance from 8-3-98 at the rate of 9.9 % per year until 8-3-2000

ACCUAL METHOD: Interest will be calculated on an actual/360 basis.

POST MATURITY RATE: Debtor agrees to pay interest on the unpaid balance of this note owing after maturity, and until paid in full on the same

Fixed or variable rate basis in effect before maturity (as indicated above).

LATE CHARGE: if a payment is made more than 10 days after it is due, Debtor agrees to pay a late charge of \$826.46

PAYMENTS: Debtor agrees to pay this note in 24 payments. The first payment will be in the amount of \$826.46 and will be due September 3, 1998. A payment of \$826.46 will be due

on the 3rd day of each month thereafter. The final payment of the entire unpaid balance of principal and interest will be due 8-3-2000.

CONFESSION OF JUDGMENT: By signing below, Debtor agrees to the paragraph on page 2 confessing judgment.

PURPOSE: The purpose of this loan is Business Related: Dental Supplies

**THE PROVISIONS ON THE REVERSE SIDE ARE PART OF THIS NOTE.**

Debtor has duly executed this Note the day and year above written and has hereunto set Debtor's hand and seal.

**INDIVIDUAL DEBTOR(S) SIGN BELOW**

Name Mark S. Wagner (SEAL)

Name Scott Daun (SEAL)

Name \_\_\_\_\_ (SEAL)

Name \_\_\_\_\_ (SEAL)

Name \_\_\_\_\_ (SEAL)

**CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY DEBTOR**

BREES & HUGHES DENTAL LAB (SEAL)

Name of Corporation, Partnership or Limited Liability Company

Mark S. Wagner President (SEAL)

By: Name and Title

Scott Daun (SEAL)

By: Name and Title

Attest: Name and Title (CORPORATE SEAL)

**SECURITY INTEREST:** As security for the prompt payment as and when due of all amounts due under this Note, including any renewals, extensions and/or modifications thereof, together with all other existing and future liabilities and obligations of Debtor, or any of them, to Lender whether absolute or contingent, of any nature whatsoever and out of whatever transactions arising (hereinafter collectively referred to as the "Liabilities"), in addition to any other security agreement or document granting Lender any rights in any Debtor's ("Debtor"), as used herein, shall include Debtor and all other persons liable, either absolutely or contingently, on the Liabilities, including corporations, trusts and (guarantors) property for the purpose of securing the Liabilities, Debtor acknowledges Lender's right of setoff and further hereby grants to Lender a lien and security interest in and to all property of Debtor, or any of them, which at any time Lender shall have in its possession, or which is in transit to it, including without limitation any benefits of shares belonging to Debtor, or any of them, of any deposit, agency, trust account or account with Lender and any other amounts which may be owing from time to time by Lender to Debtor, or any of them. Said lien and security interest shall be independent of Lender's right of setoff, which, if exercised, shall be deemed to occur at the time Lender first restricts access of Debtor to property in Lender's possession, although such setoff may be entered upon Lender's books and records at a later time.

[ ] If checked, Debtor agrees that this Note is a renewal of the Promissory Note dated \_\_\_\_\_

and that, whether or not additional funds are advanced hereunder, this Note is not intended to create a totally new debt. If Lender was given a purchase money or other security interest in connection with the prior Promissory Note, that security interest shall be retained by Lender in connection with this Note.

**UNCONDITIONAL LIABILITY:** Debtor's liability shall be unconditional and without regard to the validity of any other Debtor, and shall not be affected by any indulgence, extension of time, renewal, waiver or modification of this Note, or the release, substitution and/or addition of collateral security for this Note. Debtor consents to any and all extensions of time, renewals, waivers or modifications, as well as to the release, substitution or addition of Debtor and/or collateral security, without notice to Debtor and without affecting Debtor's liability hereunder or under the Liabilities.

This Note is entitled to the benefits of any loan agreement(s), surety and/or guaranty agreement(s), security agreement(s), mortgage(s), assignment(s) and/or other such loan documents (referred to as the "Loan Documents") issued in connection with the Liabilities, whether executed previously to or concurrently with, or to be executed subsequent to, this Note, and which may be amended, modified, renewed or substituted without affecting in any way the validity or enforceability of this Note.

**EVENTS OF DEFAULT:** Each of the following shall be an "Event of Default" hereunder: (1) the nonpayment when due, or if this is a demand obligation, upon demand, of any amount payable under this Note or of any portion when due under or on any of the Liabilities, or the failure of any Debtor to observe or perform any agreement of any nature whatsoever with Lender, including, but not limited to, those contained in the Loan Documents; (2) if any Debtor becomes involved or makes an assignment for the benefit of creditors, or if any action is filed by or against any Debtor under any provision of any state or federal law or statute alleging that such Debtor is insolvent or unable to pay debts as they mature or under any provision of the Federal Bankruptcy Code; (3) the entry of any judgment against any Debtor or any Debtor's property which remains unsatisfied for 60 days; (4) the levying of any attachment, levy or garnishment against any property of any Debtor; (5) the occurrence of any substantial change in the financial condition of any Debtor which, in the sole, reasonable and best judgment of Lender is materially adverse; (6) the sale of all substantially all of the assets, or change in ownership, or the dissolution, liquidation, merger, consolidation or reorganization of any Debtor which is a corporation, partnership, or limited liability company without the express prior written consent of Lender; (7) the death, incapacitation or adjudication of legal incompetence of any Debtor who is a natural person; (8) if any information or signature furnished to Lender by any Debtor at any time in connection with any of the Liabilities, or in connection with any guaranty or surety agreement applicable to any of the Liabilities, is false or incorrect; or (9) the failure of any Debtor to timely furnish to Lender such financial and other information as Lender may reasonably request or require.

**PREPAYMENTS:** Unless otherwise agreed to in writing by Debtor, this Note may be prepaid in whole or in part at any time without penalty. However, if the Principal of this Note is repayable in installments, any such prepayments shall be applied first to accrued interest to the date of prepayment and then to the amount of the last remaining unpaid Principal payment to become due, and the number of installments due hereunder shall be correspondingly reduced. No such prepayments shall reduce the amount of the scheduled installments nor reduce Debtor's term paying a scheduled installment on each installment payment date until all Principal due together with accrued interest thereon has been paid in full.

**DISBURSEMENT OF PROCEEDS:** Each Debtor hereby represents and warrants to Lender that the Principal of this Note will be used solely for business or commercial purposes and agrees that any disbursement of the Principal of this Note, or any portion thereof, to any one or more Debtors, shall conclusively be deemed to constitute disbursement of such Principal to and for the benefit of all Debtors.

**RIGHT TO COMPLETE NOTE:** Lender may at any time and from time to time, without notice to any Debtor: (1) date this Note as of the date when the loan evidenced hereby was made; (2) complete any blank spaces appearing on the terms upon which Lender has granted such loan; and (3) cause the signature of one or more persons to be added as additional Debtors without in any way affecting or limiting the liability of the existing Debtors to Lender.

**NOTICE:** Debtor hereby waives protest, notice of protest, nonpayment, dishonor, notice of dishonor and demand. Debtor hereby waives and releases all errors, omissions and imperfections in any proceeding instituted by Lender under the terms of this Note. Debtor agrees to reimburse Lender for all costs, including reasonable attorneys' fees of 15% (but in no event less than \$1,000) of the total amount due hereunder, incurred by Lender in connection with the collection and enforcement hereof. If this Note bears interest at a rate based on the reference rate designated by Lender or others from time to time as the Prime Rate, Bank Prime, or otherwise, or the Discount Rate in effect from time to time as set by the Federal Reserve Bank in whose district the Lender is located, changes in the rate of interest thereon shall become effective on the day on which such reference rate changes or the Federal Reserve Bank announces changes in its Discount Rate, as

**LENDER'S RIGHTS UPON DEFAULT:** Notwithstanding anything to the contrary contained herein or elsewhere or the fact that Debtor may be required to make Principal and/or interest payments from time to time, if this Note is payable upon demand, Lender may demand payment of all outstanding Principal and accrued interest at any time, whether or not an Event of Default shall have occurred. In any event, upon the occurrence of any Event of Default, Lender may do any or all of the following:

- (1) accelerate the maturity of this Note and demand immediate payment of all outstanding Principal and accrued interest. Debtor agrees to pay interest at the rate provided in this Note on all such sums until Lender has actually received payment in full thereof, even if Lender has obtained judgment against Debtor otherwise.
- (2) purchase by Lender or another party, at a price not less than fair market value, any and all of the Liabilities.
- (3) assign to Lender's right of setoff and all of the rights, privileges and remedies of a secured party under the Pennsylvania Uniform Commercial Code and all of its rights and remedies under any security agreement, pledge agreement, assignment, mortgage, power, title note or any other note, or other agreement, instrument or document issued in connection with or arising out of any of the Liabilities, all of which remedies shall be cumulative and not alternative. The net proceeds of any collateral held by Lender as security for any of the Liabilities shall be applied first to the expenses of Lender in preparing the collateral for sale, selling and the like, including without limitation, reasonable attorneys' fees and expenses incurred by Lender (including fees and expenses of any litigation incidental to any of the foregoing), and second, in such order, as Lender may, in its sole discretion direct to the complete satisfaction of all of the Liabilities together with all interest thereon. Debtor waives any and all right to require Lender to collect any of the Liabilities to Lender from any other collateral under any theory of marshaling of assets or otherwise, and specifically authorizes Lender to apply any collateral in which Debtor has any right, title or interest against any of the Debtor's Liabilities to Lender in any manner the Lender may determine.
- (4) Upon the (3) days within notice to Debtor, begin accruing interest, in addition to the interest provided to herein, if any, at a rate not to exceed four percent (4%) per annum on the unpaid Principal balance; provided, however, that no interest shall accrue hereunder in excess of the maximum amount of interest then allowed by law. Debtor agrees to pay such accrued interest upon demand.
- (5) Sell or assign the note.

**CONFIRMATION OF JUDGMENT. DEBTOR IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST YOU FOR SUCH SUMS AS ARE DUE AND OWING ON THIS NOTE WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT ADDED FOR REASONABLE COLLECTION FEES NOT TO EXCEED THE GREATER OF FIFTEEN PERCENT (15%) OF THE PRINCIPAL AMOUNT OF SUCH JUDGMENT OR \$5,000. IF A COPY OF THIS AGREEMENT, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF THE BANK, SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL OF THIS NOTE. THE AUTHORITY GRANTED HEREIN SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED BY THE BANK FROM TIME TO TIME UNTIL ALL SUMS PAYABLE BY YOU HAVE BEEN PAID IN FULL. THERE SHALL BE EXCLUDED FROM THE LIEN OF ANY JUDGMENT OBTAINED SOLELY PURSUANT TO THE PARAGRAPH ALL IMPROVED REAL ESTATE IN ANY AREA IDENTIFIED AS HAVING SPECIAL FLOOD HAZARDS UNDER REGULATIONS PROMULGATED UNDER THE FLOOD DISASTER PROTECTION ACT OF 1973, IF THE COMMUNITY IN WHICH SUCH AREA IS LOCATED IS PARTICIPATING IN THE NATIONAL FLOOD INSURANCE PROGRAM. ANY SUCH EXCLUSION SHALL NOT AFFECT ANY LIEN UPON PROPERTY NOT SO EXCLUDED. DEBTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE PROVISION OF THE PRECEDING PARAGRAPH INCLUDE A WAIVER OF IMPORTANT RIGHTS WHICH WOULD OTHERWISE BE AVAILABLE TO DEBTOR AND THAT BY SIGNING THIS NOTE: (1) DEBTOR IS AUTHORIZING THE BANK, WHETHER OR NOT WRITTEN IS IN DEFAULT, TO ENTER A JUDGMENT AGAINST DEBTOR AND IN FAVOR OF THE BANK, WHICH WILL GIVE THE BANK A LIEN UPON ANY REAL ESTATE WITHIN DEBTOR MAY OWN IN ANY COUNTY WHERE THE JUDGMENT IS ENTERED FOR ANY AMOUNTS WHICH ARE OR MAY BECOME DUE UNDER THIS NOTE; (2) DEBTOR IS GIVING UP THE RIGHT TO ANY NOTICE OR OPPORTUNITY FOR A HEARING BEFORE THE ENTRY OF JUDGMENT ON THE RECORDS OF THE COURT; (3) DEBTOR WILL BE UNABLE TO CONTEST THE VALIDITY OF ANY JUDGMENT ENTERED; (4) THE BANK UNDER THE PRECEDING PARAGRAPH UNLESS DEBTOR CHALLENGES ENTRY OF THE JUDGMENT THROUGH A PETITION TO OPEN OR STRIKE THE JUDGMENT, WHICH WILL REQUIRE DEBTOR TO OBTAIN COUNSEL AT DEBTOR'S EXPENSE; (5) DEBTOR IS GIVING UP AN IMPORTANT RIGHT TO ANY NOTICE OR OPPORTUNITY FOR A HEARING BEFORE THE BANK MAY REQUEST AND USE THE POWER OF THE STATE GOVERNMENT TO DEPRIVE DEBTOR OF ITS PROPERTY PURSUANT TO THE JUDGMENT BY SEIZING OR HAVING THE SHERIFF OR OTHER OFFICIAL SEIZE DEBTOR'S BANK ACCOUNTS, INVENTORY, EQUIPMENT, FURNISHINGS, OR ANY PERSONAL PROPERTY THAT DEBTOR MAY OWN, TO SATISFY DEBTOR'S OBLIGATIONS UNDER THIS NOTE; AND (6) DEBTOR WILL IMMEDIATELY BE DEPRIVED OF THE USE OF ANY PROPERTY THAT IS SEIZED BY THE BANK PURSUANT TO THE JUDGMENT WITHOUT NOTICE OR HEARING AND THERE IS NO ASSURANCE THAT A HEARING WILL BE AVAILABLE TO DEBTOR PROMPTLY AFTER DEBTOR'S PROPERTY IS SEIZED. FULLY AND COMPLETELY UNDERSTANDING THE RIGHTS WHICH ARE BEING GIVEN UP AS DESCRIBED HEREIN DEBTOR KNOWINGLY AND VOLUNTARILY WAIVES THESE RIGHTS BY SIGNING THIS NOTE. IN CONNECTION WITH THE FOREGOING, DEBTOR HAS EITHER CONSULTED DEBTOR'S LEGAL COUNSEL VOLUNTARILY BEFORE NOT TO CONSULT LEGAL COUNSEL.**

**PAYMENTS:** Any increase or decrease in the amount of interest due caused by early or late payments will be reflected in the final installment, which will be modified accordingly.

**ASSIGNMENT:** The parties agree that Lender may, at anytime, and at its option, assign or sell this Promissory Note. Said sale or assignment shall be without notice to Debtor(s).

For value received, First Union Bank, formerly CoreStates Bank N.A. hereby over, transfers, and assigns to Banco Dental Supply Company & Milford Holding Company all of its rights, title and interest in and to this note without recourse together with all rights, remedies

and incidents thereunto belonging.

5-6-99

*William G. Wierbowski*

William G. Wierbowski, Portfolio Mgr.

applicable. The rights and privileges of Lender under this Note shall not be affected by the death of the obligor. All representations, warranties and agreements of Obligor made in connection with this Note shall bind Obligor's personal representatives, heirs, successors and assigns. If any provision of this Note shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been included herein. The waiver of any Event of Default or the failure of Lender to exercise any right or remedy to which it may be entitled shall not be deemed a waiver of any subsequent Event of Default or of Lender's right to exercise that or any other right or remedy to which Lender is entitled. This Note has been delivered to and accepted by Lender in and shall be governed by the laws of the Commonwealth of Pennsylvania, unless Federal law otherwise applies. The parties agree to the jurisdiction of the federal and state courts located in Pennsylvania in connection with any matter arising hereunder, including the collection and enforcement hereof.

**If your application for business credit is denied, you have the right to a written statement of specific reasons for the denial. To obtain the statement, please contact the office listed on page 1, from which a statement of reasons can be obtained within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.**

**The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income deriving from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is:**

**Comptroller of the Currency  
NE District Office  
1114 Avenue of the Americas  
Suite 3900  
New York, NY 10018**

IPT NO. - INV1

BENCO DENTAL CO.

11 BEAR CREEK BLVD. P.O. BOX 1108

WILKES-BARRE, PA 18773

07/13/98 4165930

1

DO NOT USE DERES & HUGHES DIL  
508 KREBS AVE  
CLEARFIELD PA 16830-2538

BERES & HUGHES DENTAL LAB.  
PROP: MARK S WAGNER  
508 KREBS AVE  
CLEARFIELD, PA 16830-2538

PROCESSOR: blombard WRITER: BRC

BERES

CUST# 99-07265 PN# 9701

GARLAA

4165930

UPS

07/13/98 07/13/98

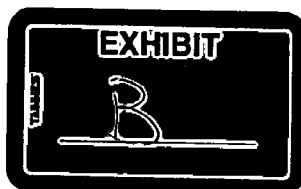
72T31506	BIOFORM PORC ANTS	1.0	1.0	0.0	37.100	^	37.10
72T35600	VF 20 DEG PORC POSTS	2.0	2.0	0.0	17.050	^	34.10
72T66309	BIOFORM IPN ANTERIOR	5.0	5.0	0.0	25.800	^	129.00
72T66809	BF IPN 20 DEG PLAS POSTS	8.0	8.0	0.0	13.000	^	104.00

^ TAXABLE ITEM

FAX DISC 0.00

FAX TOTAL	304.20
FREIGHT	0.00
RENT FREIGHT	0.00
TAX	0.00

304.20



PT NO. - INV1

BENCO DENTAL CO.

11 BEAR CREEK BLVD. P.O. BOX 1108

WILKES-BARRE, PA 18773

07/14/98 4168333

1

DO NOT USE BERES & HUGHES DTL  
508 KREBS AVE  
CLEARFIELD PA 16830-2538

BERES & HUGHES DENTAL LAB.  
PROP: MARK S WAGNER  
508 KREBS AVE  
CLEARFIELD, PA 16830-2538

PROCESSOR: blombard WRITER: BRC

BERES

CUST# 99-07265 PN# 9701

GARLAA

4168333

UPS

07/14/98 07/14/98

'2T66907	BF IPN ANATOLINE PL POSTS	1.0 1.0 0.0	13.000 ^	13.00
'2T66309	BIOFORM IPN ANTERIOR	1.0 1.0 0.0	25.800 ^	25.80
'2T66809	BF IPN 20 DEG PLAS POSTS	1.0 1.0 0.0	13.000 ^	13.00

^ TAXABLE ITEM

FAX DISC

0.00

FAX TOTAL

51.80

FREIGHT

0.00

RENT FREIGHT

0.00

TAX

0.00

51.80

PT NO. - INV1

BENCO DENTAL CO.

11 BEAR CREEK BLVD. P.O. BOX 1108  
WILKES-BARRE, PA 18773

07/15/98 4170614

1

DO NOT USE BERES & HUGHES DTL  
508 KREBS AVE  
CLEARFIELD PA 16830-2538BERES & HUGHES DENTAL LAB.  
PROP: MARK S WAGNER  
508 KREBS AVE  
CLEARFIELD, PA 16830-2538

PROCESSOR: jvinsko WRITER: JVC

BERES

CUST# 99-07265 PN# 9701

GARLAA

4170614

UPS

07/15/98 07/15/98

52-17538 BUR CARBIDE HP #4 PK10  
52-17556 BUR CARBIDE HP #6 PK10

1	1	0	-F02	12.500 ^	12.50
1	1	0	-F01	12.500 ^	12.50

HANDLING

^ TAXABLE ITEM

4.50

FAX DISC

0.00

FAX TOTAL

25.00

FREIGHT

0.00

RENT FREIGHT

0.00

TAX

0.00

29.50

PT NO. - INV1

BENCO DENTAL CO.

11 BEAR CREEK BLVD. P.O. BOX 1108

WILKES-BARRE, PA 18773

07/16/98 4154339-2

1

DO NOT USE BERES & HUGHES DTL  
508 KREBS AVE  
CLEARFIELD PA 16830-2538

BERES & HUGHES DENTAL LAB.  
PROP: MARK S WAGNER  
508 KREBS AVE  
CLEARFIELD, PA 16830-2538

PROCESSOR: SYS

WRITER: ZZS

BERES

0000001893

CUST# 99-07265 PN# 9701

GARLAA

4154339

UPS

07/16/98 07/07/98

32-17690 BUR CARBIDE HP #703 PK10  
20M72827 SPRUE RESERVOIRS PK500

1	1	0	-F05	12.500 ^	12.50
1		1	-NS	37.500 ^	0.00

^ TAXABLE ITEM

FAX DISC 0.00

FAX TOTAL	12.50
FREIGHT	0.00
RENT FREIGHT	0.00
TAX	0.00
	12.50



PT NO. - INV1

BENCO DENTAL CO.

11 BEAR CREEK BLVD. P.O. BOX 1108

WILKES-BARRE, PA 18773

07/16/98 4168621-2

1

DO NOT USE BERES & HUGHES DTL  
508 KREBS AVE  
CLEARFIELD PA 16830-2538

BERES & HUGHES DENTAL LAB.  
PROP: MARK S WAGNER  
508 KREBS AVE  
CLEARFIELD, PA 16830-2538

PROCESSOR: bgeising WRITER: BRC

BERES

CUST# 99-07265 PN# 9701

GARLAA

4168621

UPS

07/16/98 07/14/98

52-17690 BUR CARBIDE HP #703 PK10

1 1 0 -F05 12.500 ^ 12.50

^ TAXABLE ITEM

FAX DISC

0.00

FAX TOTAL

12.50

FREIGHT

0.00

RENT FREIGHT

0.00

TAX

0.00

12.50

PT NO. - INV1

BENCO DENTAL CO.

11 BEAR CREEK BLVD. P.O. BOX 1108

WILKES-BARRE, PA 18773

07/16/98 4173390

1

DO NOT USE BERES & HUGHES DTL  
508 KREBS AVE  
CLEARFIELD PA 16830-2538BERES & HUGHES DENTAL LAB.  
PROP: MARK S WAGNER  
508 KREBS AVE  
CLEARFIELD, PA 16830-2538

PROCESSOR: JN

WRITER: JNC

BFRES

CUSI# 99-07265 PN# 9701

GARLAA

4173390

UPS

07/16/98 07/16/98

'2T66309	BIOFORM IPN ANTERIOR	2.0 2.0 0.0	25.800 ^	51.60
'2T66809	BF IPN 20 DEG PLAS POSTS	2.0 2.0 0.0	13.000 ^	26.00
'2T66907	BF IPN ANATOLINE PL POSTS	1.0 1.0 0.0	13.000 ^	13.00
'2T66407	BF IPN MONOLINE PL POSTS	1.0 1.0 0.0	13.000 ^	13.00

^ TAXABLE ITEM

FAX DISC 0.00

FAX TOTAL 103.60

FREIGHT 0.00

RENT FREIGHT 0.00

TAX 0.00

103.60

PT NO. - INV1

BENDO DENTAL CO.

11 BEAR CREEK BLVD. P.O. BOX 1108  
WILKES-BARRE, PA 18773

07/17/98 4154339-3

1

DO NOT USE BERES & HUGHES DTL  
508 KREBS AVE  
CLEARFIELD PA 16830-2538BERES & HUGHES DENTAL LAB.  
PROP: MARK S WAGNER  
508 KREBS AVE  
CLEARFIELD, PA 16830-2538

PROCESSOR: SYS

WRITER: ZZS

BERES

0000001895

CUST# 99-07265 PN# 9701

GARLAA

4154339

UPS

07/17/98 07/07/98

M72827 SPRUE RESERVOIRS PK500

1 1 0 -NS 37.500 ^ 37.50

^ TAXABLE ITEM

FAX DISC

0.00

FAX TOTAL

37.50

FREIGHT

0.00

RENT FREIGHT

0.00

TAX

0.00

37.50

PT NO. - INV1

BENDO DENTAL CO.

11 BEAR CREEK BLVD. P.O. BOX 1108

WILKES-BARRE, PA 18773

07/17/98 4175649

1

DO NOT USE BERES & HUGHES DTL  
508 KREBS AVE  
CLEARFIELD PA 16830-2538

BERES & HUGHES DENTAL LAB.  
PROP: MARK S WAGNER  
508 KREBS AVE  
CLEARFIELD, PA 16830-2538

PROCESSOR: mpadden WRITER: MAC

BERES

CUST# 99-07265 PN# 9701

GARLAA

4175649

UPS

07/17/98 07/17/98

'2T51100 NH PLAS ANTS  
'2T54401 NH PLAS 20 DEG POSTS

5.0 5.0 0.0  
5.0 5.0 0.0

3.700 ^ 18.50  
3.700 ^ 18.50

^ TAXABLE ITEM

FAX DISC 0.00

FAX TOTAL 37.00  
FREIGHT 0.00  
RENT FREIGHT 0.00  
TAX 0.00

37.00

PT NO. - INV1  
BENCO DENTAL CO.

PT NO. - INV1  
BENCO DENTAL CO.

11 BEAR CREEK BLVD. P.O. BOX 1108  
MILKES-BARRE, PA 18773

07/17/98 4175946

1

DO NOT USE BERES & HUGHES DTL  
508 KREBS AVE  
CLEARFIELD PA 16830-2538

BERES & HUGHES DENTAL LAB.  
PROP: MARK S WAGNER  
508 KREBS AVE  
CLEARFIELD, PA 16830-2538

PROCESSOR: JN WRITER: JNC

BERES

CUST# 99-07265 PN# 9701

GARLAA

4175946

UPS

07/17/98 07/17/98

'2T66309	BIOFORM IPN ANTERIOR	3.0 3.0 0.0	25.800 ^	77.40
'2T66809	BF IPN 20 DEG PLAS POSTS	3.0 3.0 0.0	13.000 ^	39.00
'2T63606	BIOTONE PLAS ANTS	2.0 2.0 0.0	12.550 ^	25.10
'2T65604	DENTRON 20 DEG PLAS POSTS	2.0 2.0 0.0	12.550 ^	25.10

^ TAXABLE ITEM

FAX DISC 0.00

FAX TOTAL 166.60  
FREIGHT 0.00  
RENT FREIGHT 0.00  
TAX 0.00

166.60

PAGE: 02

10:55:28 AM 7/1/92

11/15/92

11/15/92 10:55:28 AM FROM: COLLECTIONS DEPT.

09/14/98 4573330

PT NO. - INV1  
BAND DENTAL CO.  
11 BEAR CREEK BLVD. P.O. BOX 1108  
HILKES-BURKE, PA 18773

BERES & HUGHES DENTAL LAB.  
PROP. KRISTI GREGORY  
SCOTT BAWN

DO NOT USE BERES & HUGHES D  
508 KREBS AVE  
CLEARFIELD PA 16830-5238

PROCESSOR: JN  
CLEARFIELD PA 16830-5238  
WRITER: JNC

RAJRA

09/14/98 4573330

09/14/98 4573330

DEBIT

UPS

4573330

13.00  
3.70  
3.70

13.00  
3.70  
3.70

1.00  
1.00  
1.00

1572100 NH PLAS ANTS  
1072401 NH PLAS 50 DEG POSTS  
1572600 DE IPN 50 DEG PLAS POSTS

TAXABLE ITEM  
HANDLING

15.38

20.40

0.00

0.00

0.00

0.00

25.78

FAX TOTAL

FREIGHT

RENT FREIGHT

TAX

0.00

FAX RISC

## Subject:

Created By: Mark Weber on 08/07/2000 at 11:06 AM  
Category: Miscellaneous

CUSTOMER #99007265 BERES AND HUGHES DTL

PHONE # 814-7654-9701

INVOICE #	DUE DATE	AMOUNT
R5887647	8/28/98	\$12761.27
R5890619	8/28/98	\$304.20
R5893171	8/28/98	\$51.80
R5893401	8/28/98	\$4.50
R5895174	8/28/98	\$29.50
R5896620	8/28/98	\$12.50
R5896646	8/28/98	\$12.50
R5898924	8/28/98	\$103.60
R5900229	8/28/98	\$37.50
R5900816	8/28/98	\$37.00
R5901296	8/28/98	\$166.60
R5903637	8/28/98	\$11.35
R5920703	8/28/98	\$33.00
R5959666	10 /02/98	\$94.11
R6005187	10/30/98	\$32.76
TOTAL		\$13692.19

EXHIBIT

TELETYPE

C

FILED

MAR 09 2001

for m/k/21 atty mix pd \$80.00  
William A. Shaw  
Prothonotary  
lcc Sheryll



- In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10781

BENCO DENTAL SUPPLY COMPANY t/d/b/a BENCO DENTAL COMPANY a 01-342-CD

VS.

CLEARFIELD DENTAL ARTS, LTD., t/d/b/a BERES & HUGHES DENTAL LA

COMPLAINT

SHERIFF RETURNS

NOW MARCH 13, 2001 AT 9:33 AM EST SERVED THE WITHIN COMPLAINT ON  
CLEARFIELD DENTAL ARTS, LTD., t/d/b/a BERES & HUGHES DENTAL LABORATORY  
DEFENDANT AT EMPLOYMENT, 508 KREBBS AVE., CLEARFIELD, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING SHARON BAUN, PIC/SEC., A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE  
CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
19.34	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

MAR 15 2001  
01:24:11 pm  
William A. Shaw  
Prothonotary *E*

Sworn to Before Me This

15th Day Of March 2001  
*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 Marley Harris*  
Chester A. Hawkins  
Sheriff

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

BENCO DENTAL SUPPLY COMPANY,  
t/d/b/a BENCO DENTAL COMPANY,  
and MILFORD HOLDING COMPANY,  
Plaintiffs

vs.

CLEARFIELD DENTAL ARTS, LTD.,  
t/d/b/a BERES & HUGHES DENTAL  
LABORATORY,  
Defendant

:  
: No. 01-342-CD  
:  
: Type of Pleading: Praecipe to Enter  
: Judgment  
:  
: Filed on behalf of: Plaintiff  
:  
: Counsel of Record:  
: Robert A. Mix, Esq.  
: Lee, Martin, Green & Reiter, Inc.  
: I.D. #16164  
: 115 E. High Street  
: P.O. Box 179  
: Bellefonte, PA 16823  
: 814-355-4769

**FILED**

APR 27 2001

William A. Shaw  
Prothonotary

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

BENCO DENTAL SUPPLY COMPANY, ✓	:
t/d/b/a BENCO DENTAL COMPANY, ✓	:
and MILFORD HOLDING COMPANY,	:
Plaintiffs	: No. 01-342-CD
	:
vs.	:
	:
CLEARFIELD DENTAL ARTS, LTD., ✓	:
t/d/b/a BERES & HUGHES DENTAL ✓	:
LABORATORY,	:
Defendant	:

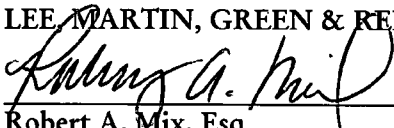
PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Defendant Clearfield Dental Arts, Ltd., t/d/b/a Beres & Hughes Dental Laboratory,  
having failed to respond to the Complaint or otherwise appear in the captioned action within the  
time period prescribed by the Pennsylvania Rules of Civil Procedure, kindly enter judgment  
against the Defendant as follows:

Principal Balance Claimed in Complaint	\$13,692.19
Pre-Judgment Interest	3,726.44
Late Fees	2,975.26
Attorneys' Fees	5,098.47
Court Costs	<u>109.34</u>
TOTAL	\$25,601.70

I hereby certify that a written notice of intention to file this Praecipe was mailed to The  
Defendant on April 5, 2001. A true and correct copy of the Notice is attached hereto.

LEE MARTIN, GREEN & REITER, INC.  
By:   
Robert A. Mix, Esq.  
I.D. #16164  
Attorney for Plaintiffs  
115 E. High Street  
P.O. Box 179  
Bellefonte, PA 16823  
814-355-4769

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

BENCO DENTAL SUPPLY COMPANY,  
t/d/b/a BENCO DENTAL COMPANY,  
and MILFORD HOLDING COMPANY,

Plaintiffs

vs.

CLEARFIELD DENTAL ARTS, LTD.,  
t/d/b/a BERES & HUGHES DENTAL  
LABORATORY,

Defendant

:  
: No. 01-342-CD  
:  
: Type of Pleading: Important Notice  
:  
:  
: Filed on behalf of: Plaintiff  
:  
: Counsel of Record:  
: Robert A. Mix, Esq.  
: Lee, Martin, Green & Reiter, Inc.  
: I.D. #16164  
: 115 E. High Street  
: P.O. Box 179  
: Bellefonte, PA 16823  
: 814-355-4769

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

BENCO DENTAL SUPPLY COMPANY, :  
t/d/b/a BENCO DENTAL COMPANY, :  
and MILFORD HOLDING COMPANY, :  
Plaintiffs : No. 01-342-CD  
:  
vs. :  
:  
CLEARFIELD DENTAL ARTS, LTD., :  
t/d/b/a BERES & HUGHES DENTAL :  
LABORATORY, :  
Defendant :

To: Clearfield Dental Arts, Ltd.  
t/d/b/a Beres & Hughes Dental Laboratory

Date of Notice: April 5, 2001

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, Ext. 5982

**AMERICANS WITH DISABILITIES ACT OF 1990**

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans With Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the court. You must attend the scheduled conference or hearing.

**LEE, MARTIN, GREEN & REITER, INC.**

By: 

**Robert A. Mix, Esq.**

**I.D. #16164**

**Attorney for Plaintiffs**

**115 E. High Street**

**P.O. Box 179**

**Bellefonte, PA 16823**

**814-355-4769**

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

BENCO DENTAL SUPPLY COMPANY,	:
t/d/b/a BENCO DENTAL COMPANY,	:
and MILFORD HOLDING COMPANY,	:
Plaintiffs	: No. 01-342-CD
	:
vs.	:
	:
CLEARFIELD DENTAL ARTS, LTD.,	:
t/d/b/a BERES & HUGHES DENTAL	:
LABORATORY,	:
Defendant	:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Important Notice was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 5th day of April, 2001 addressed to the following:

Clearfield Dental Arts, Ltd.  
t/a Beres & Hughes Dental Laboratory  
408 Krebs Avenue  
Clearfield, PA 16830

  
Robert A. Mix, Esq.

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

BENCO DENTAL SUPPLY COMPANY,	:
t/d/b/a BENCO DENTAL COMPANY,	:
and MILFORD HOLDING COMPANY,	:
Plaintiffs	: No. 01-342-CD
vs.	:
CLEARFIELD DENTAL ARTS, LTD.,	:
t/d/b/a BERES & HUGHES DENTAL	:
LABORATORY,	:
Defendant	:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praecipe was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 27th day of April, 2001 addressed to the following:

Clearfield Dental Arts, Ltd.  
t/a Beres & Hughes Dental Laboratory  
408 Krebs Avenue  
Clearfield, PA 16830

  
Robert A. Mix, Esq.



FILED

APR 28 2001  
013:5510th  
William A. Shaw  
Prothonotary

mixed.

\$20.00

not to city

Statement to city

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

COPY

Benco Dental Supply Company  
Benco Dental Company  
Milford Holding Company  
Plaintiff(s)

No.: 2001-00342-CD

Real Debt: \$25,601.70

Atty's Comm:

Vs.

Costs: \$

Int. From:

Clearfield Dental Arts, LTD  
Beres & Hughes Dental Laboratory  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 26, 2001

Expires: April 26, 2006

Certified from the record this 26th of April, 2001

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

COPY

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

BENCO DENTAL SUPPLY COMPANY,	:
t/d/b/a BENCO DENTAL COMPANY,	:
and MILFORD HOLDING COMPANY,	:
Plaintiffs	: No. 01-342-CD
vs.	:
CLEARFIELD DENTAL ARTS, LTD.,	:
t/d/b/a BERES & HUGHES DENTAL	:
LABORATORY,	:
Defendant	:

NOTICE OF ENTRY OF JUDGMENT

To: Clearfield Dental Arts, Ltd. t/d/b/a  
Beres & Hughes Dental Laboratory

Pursuant to Rule 236, you are hereby notified that a judgment has been entered against you for failure to file a pleading responsive to the Complaint filed against you in the above-captioned action, and a copy thereof is enclosed.



\_\_\_\_\_  
Prothonotary

Dated: 4.26.01

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

BENCO DENTAL SUPPLY COMPANY,  
t/d/b/a BENCO DENTAL COMPANY,  
and MILFORD HOLDING COMPANY,  
Plaintiffs

vs.

CLEARFIELD DENTAL ARTS, LTD.,  
t/d/b/a BERES & HUGHES DENTAL  
LABORATORY,  
Defendant

:  
: Nc. 01-342-CD  
:  
: Type of Pleading: Notice of Service of  
: Interrogatories  
:  
: Filed on behalf of: Plaintiff  
:  
: Counsel of Record:  
: Robert A. Mix, Esq.  
: Lee, Martin, Green & Reiter, Inc.  
: I.D. #16164  
: 115 E. High Street  
: P.O. Box 179  
: Bellefonte, PA 16823  
: 814-355-4769

**FILED**

MAY 02 2001

m 11:01 AM CC

William A. Shaw

Prothonotary

*WAS*

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

BENCO DENTAL SUPPLY COMPANY, :  
t/d/b/a BENCO DENTAL COMPANY, :  
and MILFORD HOLDING COMPANY, :  
Plaintiffs : No. 01-342-CD  
:  
vs. :  
:  
CLEARFIELD DENTAL ARTS, LTD., :  
t/d/b/a BERES & HUGHES DENTAL :  
LABORATORY, :  
Defendant :

NOTICE OF SERVICE OF INTERROGATORIES

TO THE PROTHONOTARY:

You are hereby notified that on April 30, 2001, original

Interrogatories in Aid of Execution were mailed by First Class Mail, Postage Prepaid, upon the  
following Defendant.

Clearfield Dental Arts, Ltd.  
t/a Beres & Hughes Dental Laboratory  
508 Krebs Avenue  
Clearfield, PA 16830

LEE, MARTIN, GREEN & REITER, INC.

By: 

Robert A. Mix, Esq.

I.D. #16164

Attorney for Plaintiffs

115 E. High Street

P.O. Box 179

Bellefonte, PA 16823

814-355-4769

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

BENCO DENTAL SUPPLY COMPANY,  
t/d/b/a BENCO DENTAL COMPANY,  
and MILFORD HOLDING COMPANY,

Plaintiffs

vs.

CLEARFIELD DENTAL ARTS, LTD.,  
t/d/b/a BERES & HUGHES DENTAL  
LABORATORY,

Defendant

:  
: No. 01-342-CD  
:  
: Type of Pleading: Motion to Compel  
: Discovery  
:  
: Filed on behalf of: Plaintiff  
:  
: Counsel of Record:  
: Robert A. Mix, Esq.  
: Lee, Martin, Green & Reiter, Inc.  
: I.D. #16164  
: 115 E. High Street  
: P.O. Box 179  
: Bellefonte, PA 16823  
: 814-355-4769

**FILED**

JUN 08 2001

William A. Shaw  
Prothonotary

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

BENCO DENTAL SUPPLY COMPANY,	:	
t/d/b/a BENCO DENTAL COMPANY,	:	
and MILFORD HOLDING COMPANY,	:	
Plaintiffs	:	No. 01-342-CD
	:	
vs.	:	
	:	
CLEARFIELD DENTAL ARTS, LTD.,	:	
t/d/b/a BERES & HUGHES DENTAL	:	
LABORATORY,	:	
Defendant	:	

MOTION TO COMPEL DISCOVERY

NOW COME Plaintiff Benco Dental Supply Company t/d/b/a Benco Dental Company, and Milford Holding Company by their attorneys, Lee, Martin, Green & Reiter, Inc., and respectfully represent:

1. On April 26, 2001, a judgment in the amount of \$25,601.70 in favor of Plaintiffs and against Defendant was entered in the Court of Common Pleas of Clearfield County, Pennsylvania.
2. On May 1, 2001, Plaintiffs filed and served Interrogatories in Aid of Execution on Defendant. True and correct copies of said Interrogatories in Aid of Execution are attached hereto, incorporated herein and marked Exhibit "A".
3. To date of filing of this Motion to Compel Discovery, Defendant has not filed and served Answers to said Interrogatories in Aid of Execution, nor has it filed objections thereto.
4. To date of filing this Motion to Compel Discovery, Defendant has not requested an extension of time for the filing and service of said Answers to Interrogatories in Aid of Execution, nor has an extension otherwise been granted.
5. Defendant has failed to file and serve Answers to said Interrogatories in Aid of Execution in compliance with the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Plaintiffs respectfully request Your Honorable Court to issue an Order compelling Defendant to file and serve Answers to said Interrogatories in Aid of Execution within twenty days or such other period of time as the Court may deem appropriate.

LEE, MARTIN, GREEN & REITER, INC.

By: 

Robert A. Mix, Esquire

I.D. #16164

Attorney for Plaintiff

115 E. High Street

Lock Drawer 179

Bellefonte, PA 16823

814-355-4769



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

BENCO DENTAL SUPPLY COMPANY,  
t/d/b/a BENCO DENTAL COMPANY,  
and MILFORD HOLDING COMPANY,

Plaintiffs : No. 01-342-CD

vs.

CLEARFIELD DENTAL ARTS, LTD.,  
t/d/b/a BERES & HUGHES DENTAL  
LABORATORY,

Defendant :

INTERROGATORIES IN AID OF EXECUTION

To: Clearfield Dental Arts, Ltd.

t/d/b/a Beres & Hughes Dental Laboratory

Pursuant to Pennsylvania Rules of Civil Procedure 4006, et seq., the Plaintiff, by its

attorneys, Lee, Martin, Green & Reiter, Inc., files upon Defendant Interrogatories and demands that it file full, complete and verified written answers thereto within thirty (30) days after the date of service hereof, pursuant to the Pennsylvania Rules of Civil Procedure No. 4006. In accordance with said rule, any objections shall be signed by the attorney making them.

These Interrogatories are continuing and require supplemental answers under oath if the Defendant, its attorney or representative, obtain any additional information requested in these Interrogatories prior to the time of trial.

LEE, MARTIN, GREEN & REITER, INC.

By: 

Robert A. Mix, Esq.

I.D. #16164

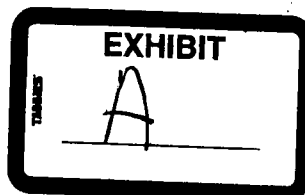
Attorney for Plaintiffs

115 E. High Street

P.O. Box 179

Bellevue, PA 16823

814-355-4769



### INSTRUCTIONS FOR ANSWERING INTERROGATORIES

A. In accordance with Pa. R.C.P. No. 4005, original written Interrogatories have been served upon you to be answered by the party served or, if the party served is a public or private corporation or similar entity or a partnership or association, by any officer or agent, who shall furnish such information as is available to the party.

B. In accordance with Pa. R.C.P. No. 4006, written answers shall be inserted in the spaces provided in the Interrogatories. If there is insufficient space to answer an Interrogatory, the remainder of the answer shall follow on a supplemental sheet.

C. In accordance with Pa. R.C.P. No. 4006(b), a sufficient answer to such an Interrogatory shall be to specify the records from which the answer may be derived or ascertained.

D. Please return these original Interrogatories to our office with inserted answers.

E. For purposes of these Interrogatories, the following definitions shall apply:

1. "Document" means any written, recorded or graphic matter, however produced or reproduced.
2. "Identify" or "identification" when used in reference to an individual person means to state his name, present or last known address, present or last known position and business affiliation and his position and business affiliations at all times during the period covered by the Complaint.
3. "Describe" or "identify" when used in reference to a document means to state the type of document (for example, letter, memorandum, telegram, chart, etc.), the date, author, addresses, title file and identifying number and symbol, and the name and address of its custodian. If any such documents are no longer in your possession or subject to your control, state what disposition was made of it and the date thereof.

1. **REAL ESTATE:** Does Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory have an ownership or interest in any real estate anywhere in the United States?

If so, set forth a brief description thereof; include the structure and lot size and type of construction; the volume and page number of the official record thereof; and whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns it solely or together with any other person or persons and give their full names and addresses. If any of the above properties are mortgaged, supply the names and addresses of lenders, the date and amount of the mortgage, where it is recorded, the monthly payments and the balance now due.

**ANSWER:**

2. AGREEMENTS: State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory has any agreements involving the purchase of any real estate anywhere in the United States. If so, state with whom this agreement is made, and state whether or not any persons are joined with Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory in the agreement. Supply full names and addresses of all parties concerned. If the said agreement is recorded, provide the state and county of recordation, volume and page numbers.

ANSWER:

3. MORTGAGES: State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns any mortgages against any real estate owned by another person in the United States. If so, state whether or not Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns this mortgage with any other person or persons and, if so, supply their full name and address. State further the names and addresses of all borrowers and the state and county where said mortgage is recorded together with the number of the volume and the page number.

ANSWER:

4. **DEBTS, NOTES & JUDGMENTS:** State the names and addresses of any and all persons whom Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory believes owes it money and set forth in detail the amount of money owed, the terms of payment and whether or not Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory has written evidence of this indebtedness and, if so, give full details. If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory holds a judgment or judgments as security for any of these debts, state where and when the judgment was recorded; and the county, number and term where the judgment is recorded. If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory holds this judgment or judgments jointly with any other person or persons, give their name and address.

**ANSWER:**

**5. GOVERNMENT, MUNICIPAL OR CORPORATE BONDS:** State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns individually or jointly any corporate or governmental bonds. If so, include the face amount, serial numbers and maturity date and state the present location thereof. If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns any of these bonds jointly with any other person or persons, give their full name and address.

**ANSWER:**

6. **STOCKS, SHARES OR INTEREST:** State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns any stocks, shares or interest in any corporation or unincorporated association or partnership interest, limited or general, and state the location thereof. Include the names and addresses of the organizations and the serial numbers of the shares or stocks. If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns any of the stocks, shares or interest jointly with any other person or persons, give their name and address.

ANSWER:



7. **ACCOUNTS:** State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory maintains any checking or savings accounts. If so, state the name and location of the banks or savings and loan association or building and loan association or credit union and the branch or branches thereof, the identification numbers of those accounts and the amount of assets Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory has in each account. If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory maintains any of these jointly with any person, give their name and address.

**ANSWER:**

8. **SAFETY DEPOSIT BOXES:** State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory maintains any safety deposit box or boxes. If so, include the name of the bank or banks, branch or branches and the identification number or other designation of the box or boxes. Include a full description of the contents and also the amount of cash among those contents. If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory maintains any of these jointly with another person, give their full name and address.

**ANSWER:**

9. TRANSFERRED ASSETS AND GIFTS: If, since the date upon which the debt herein was first incurred to the Plaintiff herein, Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory has transferred any assets (real property, personal property, chose in action) to any person and/or if Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory has given any gift of any asset, including money, to any person, set forth in detail a description of the property, the type of transaction and the name and address of the transferee or recipient.

ANSWER:

10. **PERSONAL PROPERTY:** State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns any personal property. Include a full description of all furnishings and other items of personal property (including jewelry) with full description, value and present location. State also whether or not there are any encumbrances on that property and if so, the name and address of the encumbrance holder, the date of the encumbrance, the original amount of that encumbrance, the present balance of that encumbrance and the transaction which gave rise to the existence of the encumbrance. If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns any personal property jointly with any other person or persons, give their name and address.

**ANSWER:**

11. **MOTOR VEHICLES:** State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns any motor vehicles. Include a full description of such motor vehicles including color, model, title number, serial number and registration plate number. Also, show the exact name or names in which the motor vehicles are registered, the present value of those motor vehicles and their present location and place of regular storage, garaging or parking. State also whether there are any encumbrances on those motor vehicles and if so, the name and address of the encumbrance holder, the date of the encumbrance, the original amount of the encumbrance, the present balance of the encumbrance and the transaction which gave rise to the existence of the encumbrance.

**ANSWER:**

12. OTHER ASSETS: If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory has any asset or assets which are not disclosed in the preceding Interrogatories, please set forth all details concerning those assets.

ANSWER:

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

BENCO DENTAL SUPPLY COMPANY,  
t/d/b/a BENCO DENTAL COMPANY,  
and MILFORD HOLDING COMPANY,

Plaintiffs

No. 01-342-CD

vs.

CLEARFIELD DENTAL ARTS, LTD.,  
t/d/b/a BERES & HUGHES DENTAL  
LABORATORY,

Defendant

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Interrogatories in Aid of

Execution was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania,

on the 30th day of April, 2001 addressed to the following:

Clearfield Dental Arts, Ltd.  
t/a Beres & Hughes Dental Laboratory  
508 Krebs Avenue  
Clearfield, PA 16830

  
Robert A. Mix, Esq.

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

BENCO DENTAL SUPPLY COMPANY,	:
t/d/b/a BENCO DENTAL COMPANY,	:
and MILFORD HOLDING COMPANY,	:
Plaintiffs	: No. 01-342-CD
vs.	:
CLEARFIELD DENTAL ARTS, LTD.,	:
t/d/b/a BERES & HUGHES DENTAL	:
LABORATORY,	:
Defendant	:

VERIFICATION

Robert A. Mix, Esquire, being duly sworn according to law deposes and says that he is the attorney for Plaintiffs herein; that he is authorized to make this verification on their behalf; and that the facts set forth in the Motion to Compel Discovery are true and correct to the best of his knowledge, information and belief. This verification is executed in accordance with Pa. R.C.P. 1024(c) and this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Robert A. Mix, Esquire



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

BENCO DENTAL SUPPLY COMPANY,	:
t/d/b/a BENCO DENTAL COMPANY,	:
and MILFORD HOLDING COMPANY,	:
Plaintiffs	: No. 01-342-CD
vs.	:
CLEARFIELD DENTAL ARTS, LTD.,	:
t/d/b/a BERES & HUGHES DENTAL	:
LABORATORY,	:
Defendant	:

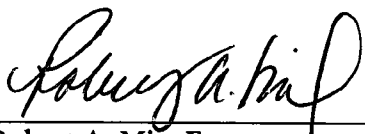
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion to Compel

Discovery was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania,

on the 7th day of June, 2001 addressed to the following:

Clearfield Dental Arts, Ltd.  
t/a Beres & Hughes Dental Laboratory  
508 Krebs Avenue  
Clearfield, PA 16830

  
\_\_\_\_\_  
Robert A. Mix, Esq.

CV

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

BENCO DENTAL SUPPLY COMPANY, :  
t/d/b/a BENCO DENTAL COMPANY, :  
and MILFORD HOLDING COMPANY, :  
Plaintiffs : No. 01-342-CD  
:  
vs. :  
:  
CLEARFIELD DENTAL ARTS, LTD., :  
t/d/b/a BERES & HUGHES DENTAL :  
LABORATORY, :  
Defendant :

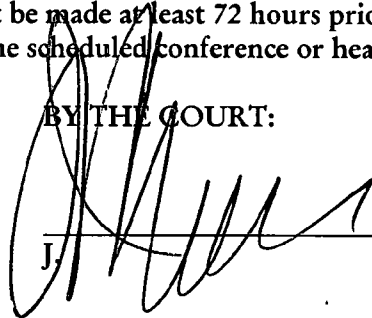
ORDER

AND NOW, this 18<sup>th</sup> day of June, 2001, upon consideration  
of the within Motion to Compel Discovery, argument is set for the 16<sup>th</sup> day of  
July, 2001 at 2:00 o'clock, P.m. in courtroom no. 1 of  
the Clearfield County Courthouse, Clearfield, Pennsylvania.

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans With Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the court. You must attend the scheduled conference or hearing.

BY THE COURT:

  
J.

**FILED**

JUN 18 2001

William A. Shaw  
Prothonotary

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

BENCO DENTAL SUPPLY COMPANY,  
t/d/b/a BENCO DENTAL COMPANY,  
and MILFORD HOLDING COMPANY,  
Plaintiffs

vs.

CLEARFIELD DENTAL ARTS, LTD.,  
t/d/b/a BERES & HUGHES DENTAL  
LABORATORY,  
Defendant

:  
: No. 01-342-CD  
:  
: Type of Pleading: Praecipe to Satisfy  
: Judgment  
:  
: Filed on behalf of: Plaintiff  
:  
: Counsel of Record:  
: Robert A. Mix, Esq.  
: Lee, Martin, Green & Reiter, Inc.  
: I.D. #16164  
: 115 E. High Street  
: P.O. Box 179  
: Bellefonte, PA 16823  
: 814-355-4769

**FILED**

JUL 17 2001

William A. Shaw  
Prothonotary

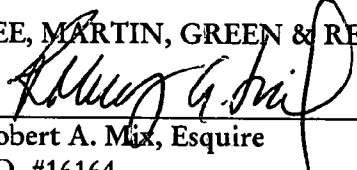
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENCO DENTAL SUPPLY COMPANY,	:
t/d/b/a BENCO DENTAL COMPANY,	:
and MILFORD HOLDING COMPANY,	:
Plaintiffs	: No. 01-342-CD
vs.	:
CLEARFIELD DENTAL ARTS, LTD.,	:
t/d/b/a BERES & HUGHES DENTAL	:
LABORATORY,	:
Defendant	:

PRAECIPE

TO THE PROTHONOTARY:

Please mark the judgment entered in the above-captioned action satisfied.

LEE, MARTIN, GREEN & REITER, INC.  
By:   
Robert A. Mix, Esquire  
I.D. #16164  
Attorney for Plaintiff  
115 E. High Street  
Lock Drawer 179  
Bellefonte, PA 16823  
814-355-4769

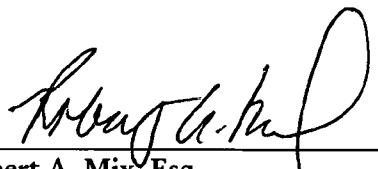
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENCO DENTAL SUPPLY COMPANY,	:	
t/d/b/a BENCO DENTAL COMPANY,	:	
and MILFORD HOLDING COMPANY,	:	
Plaintiffs	:	No. 01-342-CD
	:	
vs.	:	
	:	
CLEARFIELD DENTAL ARTS, LTD.,	:	
t/d/b/a BERES & HUGHES DENTAL	:	
LABORATORY,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praecipe was deposited in  
the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 16th day of  
July, 2001 addressed to the following:

Carl A. Belin, Jr., Esq.  
P.O. Box One  
Clearfield, PA 16830

  
\_\_\_\_\_  
Robert A. Mix, Esq.

FILED

JUL 17 2001

William A. Shaw  
Prothonotary

Pd

\$17.00

Fee, Martin, Green.

1-cc -  
Amy Mix



**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

**CIVIL DIVISION**

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

No.: 2001-00342-CD

Benco Dental Supply Company  
Benco Dental Company  
Milford Holding Company

Vs.

Clearfield Dental Arts, LTD  
Beres & Hughes Dental Laboratory

Debt: 25,601.70

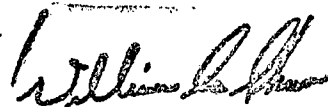
Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Tuesday, July 17, 2001 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 17th day of July, A.D. 2001.



---

Prothonotary