

01-1217-CD  
TEIMARK, LLC etal -vs- ALFRED R. ORWICK etal

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

TELMARK, LLC, successor in interest to  
Telmark, Inc.,

Plaintiff,

**vs.**

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,

Defendant.

**CIVIL DIVISION**

**NO:** 01-1217-CO

**Code and Classification:**

**TITLE OF PLEADING:**

COMPLAINT

**FILED ON BEHALF OF:**

Telmark, LLC, Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

**FILED**

JUL 27 2001

William A. Shaw  
Prothonotary

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

TELMARK, LLC, successor in interest to  
Telmark, Inc.,

**CIVIL DIVISION**

**NO:**

Plaintiff,

**vs.**

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,

Defendant.

**NOTICE TO DEFEND**

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  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641

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

TELMARK, LLC, successor in interest to  
Telmark, Inc.,

**CIVIL DIVISION**

Plaintiff,

**NO:**

**vs.**

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,

Defendant.

**COMPLAINT**

AND NOW comes TELMARK, LLC, successor in interest to Telmark, Inc. ("Plaintiff"), by and through the undersigned counsel, and files this Complaint, whereof the following is a statement:

**PARTIES**

1. Plaintiff is a limited liability company having a principle place of business at 333 Butternut Drive, DeWitt, New York, 13214.

2. ALFRED R. ORWICK, and MARY KAY ORWICK, his wife (collectively the "Defendant(s)"), are adult individuals residing and/or doing business at RR 2, Box 283, Morrisdale, PA 16858.

**BACKGROUND**

3. Plaintiff entered into a Lease with ALFRED R. ORWICK, more particularly described as Lease No. 23293, dated 10/18/96, for a *1996 Clark Ranger Skidder, Model F65, s/n F65C1010*, a true and correct copy of which, together with all related paperwork, is attached collectively as Exhibit "A."

4. MARY KAY ORWICK guaranteed the Lease. A true and correct copy of the

guaranty is attached as Exhibit "B."

5. As a result of the guaranty, Defendant(s) are jointly and severally liable for all amounts due or to become due under the Lease(s).

6. Plaintiff did not select or manufacture the goods subject to the Lease(s). Instead, each of the goods to be leased was purchased from the "Supplier" identified in the Lease. The Defendant(s) selected the Supplier(s). Plaintiff purchased and took title to the goods for the purpose of leasing same to Defendant(s).

7. Defendant(s) have failed to make each and every lease payment required under the Lease(s), on or before the due date set forth in the Lease(s).

8. As a result of Defendant(s)' failure to make each and every lease payment on or before the due date in the Lease(s), and failure to cure arrearages that had therefore accrued prior to April 15, 2001, Plaintiff accelerated the Lease(s) on said date. See Exhibit "C."

9. The accelerated amount(s) under the Lease(s) are set forth on Lease Balance Worksheet(s) attached collectively hereto as Exhibit "D."

10. The total accelerated amount(s) for the Lease(s), including the estimated residual value of the leased good(s), late charges, and sales tax, is \$34,973.18. See Exhibit "D."

11. The Lease(s) provide for collection costs, including attorney's fees.

12. Defendant(s)' failure to pay the Lease(s) when and as due has necessitated the instant legal action. Plaintiff estimates collection costs and expenses, including attorney's fees, of \$1,500, assuming liability and damages are not disputed. Plaintiff will seek actual attorney fees in the event liability is disputed.

### **Count I - Replevin**

13. Paragraphs 1 through 12 are incorporated herein.

14. As a result of the payment defaults and acceleration of the Lease(s), Plaintiff is entitled to possession of the goods subject to the Lease(s).

15. Plaintiff believes that the value of the all of the goods subject to the Lease(s), assuming normal wear and tear, is \$35,000, provided, however, the actual value is a function of, among other things, actual present condition and the adequacy of the maintenance and care provided by the Defendant in the past, as well as market conditions when Plaintiff finally recovers possession.

16. Plaintiff does not know the exact whereabouts of the goods.

WHEREFORE, Plaintiff demands judgment in replevin in its favor, and against Defendant for:

- (i) the possession and delivery of the goods subject to the Lease(s), more specifically defined as a *1996 Clark Ranger Skidder, Model F65, s/n F65C1010*; and
- (ii) any and all other relief deemed fair, just and equitable.

#### **Count II - Assumpsit**

17. Paragraphs 1 through 16 are incorporated herein.

18. The Lease(s) are in default and have been accelerated.

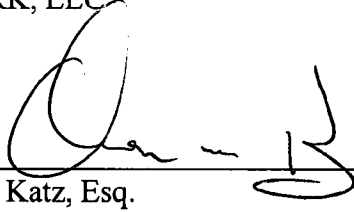
19. The Defendant(s) are liable for all amounts due under the Lease(s), as well as the residual value of the goods subject to the Lease(s) if not returned to the possession of Plaintiff in good condition, normal wear and tear excepted.

WHEREFORE, Plaintiff demands *in personam* judgment in its favor, and against Defendant(s), in the amount of \$34,973.18, together with \$1,500 in attorney fees, plus costs, interest at the state statutory rate from the acceleration date(s) set forth above, and any and all other relief deemed fair, just and equitable.

Respectfully Submitted:

TELMARK, LLC

Date: 7/25/01

By: \_\_\_\_\_

Owen W. Katz, Esq.

Pa. I. D. # 36473

938 Penn Avenue, 8<sup>th</sup> Floor

Pittsburgh, PA 15222

(412) 281-1015

## VERIFICATION

I, Mark Bobinick, state that I am  
[Print Name]

Region Collection Manager of/with Telmark, LLC, and am authorized  
[State position or title]

by it to make this verification, and that the facts set forth in the foregoing Pleading are true and correct to the best of my personal knowledge, information and belief.

I understand that my statements are made subject to 18 Pa. Cons. Stat. §4904 providing for criminal penalties for unsworn falsification to authorities.

Date: 7/25/01

Mark Bobinick



**EXHIBIT "A"**

**TELMARK INC. ®****EQUIPMENT LEASE**

P.O. BOX 4943, SYRACUSE, NEW YORK 13221-4943 PHONE 1-800-451-3322

LEASE No.:

23293

LESSEE ALFRED R. ORWICK

ITEM LOCATION:

ADDRESS RR 2 BOX 283

SAME AS LESSEE

CITY MORRISDALE STATE PA ZIP 16858

COUNTY CLEARFIELD

INDIVIDUAL

NAME OF PERSON TO CONTACT

SUPPLIER LOGGERS EQUIP SALES &amp; SERVICE

ADDRESS ROUTE 322 PO BOX 397

CITY BIGLER STATE PA ZIP 16825

SUPPLIER  
SALESPERSON

EQUIPMENT DESCRIPTION: QUANTITY, MANUFACTURER, ITEM(S), MODEL NO., SERIAL NO., AND/OR OTHER IDENTIFICATION

1996 CLARK RANGER SKIDDER

MODEL F65

S/N F65C1010

RENTAL AMOUNT PER PAYMENT PERIOD	PAYMENTS WILL BE MADE		INITIAL TERM OF LEASE (NO. MONTHS)	NO. OF LEASE PAYMENTS REMAINING	ADVANCE PAYMENT
	MONTHLY	OTHER			
\$1,724.00	X		60	58	\$3,448.00

PAYMENT SCHEDULE

EACH LEASE PAYMENT IS SUBJECT TO SALES TAX OF PERCENTAGES OR AMOUNTS AS MAY FROM TIME TO TIME BE IN EFFECT. THE LESSEE IS RESPONSIBLE TO PROVIDE THE LESSOR AN EXEMPTION CERTIFICATE AS REQUIRED BY LAW.

EXHIBIT "TG" YES ☒ NO; OTHER EXHIBITS (LIST):**TERMS AND CONDITIONS OF LEASE**

1. **LEASE.** LESSOR leases to LESSEE the personal property as described on the EQUIPMENT Schedule together with all replacement parts, additions, accessories affixed thereto, hereinafter referred to as the EQUIPMENT for the commercial and business purposes of the LESSEE.

2. **ADVANCE RENTAL PAYMENTS AND RENTALS.** The advance rental payments shall be due upon the execution of the LEASE or upon delivery of the EQUIPMENT from the supplier. LESSEE shall pay the remaining rental payments as specified above as monthly or other period rentals multiplied by the number of months or periods specified above. LESSEE shall also pay a "late charge" not exceeding five per centum (5%) of any rental payment or ten dollars (\$10.00), whichever is greater, when any payment is made more than ten (10) days after the due date.

All payments shall be made to Telmark Inc., P.O. Box 4943, Syracuse, New York 13221, or as otherwise directed by LESSOR in writing.

3. **ASSIGNMENTS.** Neither this LEASE nor LESSEE'S rights hereunder shall be assignable in whole or in part by LESSEE except with LESSOR'S prior written consent and the provisions hereof shall bind any permitted successors

and assigns of LESSEE. LESSOR shall have the right to assign this LEASE or any part thereof. If LESSOR assigns the rentals reserved herein or all or any of LESSOR'S other rights hereunder, or amounts equal thereto, the right of the Assignee to receive the rentals as well as any other right of the Assignee shall not be subject to any defense, setoff, counterclaim, or recoupment which may arise out of any breach or obligation of LESSOR in connection herewith or by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. All rentals due hereunder shall be payable to the Assignee by LESSEE whether or not this LEASE is terminated by operation of law or otherwise, including without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. On receipt of notification of such assignment, LESSEE subject to its rights hereunder shall become the pledgeholder of the EQUIPMENT for and on behalf of the Assignee and will relinquish possession thereof only to the Assignee or pursuant to its written order. LESSEE on receiving notice of any such assignment shall abide thereby and make payment as may therein be directed.

LESSEE AGREES TO THE LEASE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE ALONG WITH ALL EXHIBITS BY SIGNING BELOW THAT THIS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO SUPPLIER, AGENT, OR LESSEE MAY WAIVE OR MODIFY ANY TERM OF THIS LEASE AGREEMENT EXCEPT IN WRITING BY AN AUTHORIZED OFFICER AND AGREED TO BY THE LESSOR.

IN WITNESS WHEREOF LESSEE HAS HEREBY EXECUTED THIS NON CANCELABLE LEASE THIS 16 DAY OF OCT. 19 96

IN THE EVENT THAT THIS LEASE IS EXECUTED BY A CORPORATE OFFICER, THAT CORPORATE OFFICER HEREBY CERTIFIES THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE SAME BY A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION.

SIGNED BY Alfred R. Orwick

SIGNED BY \_\_\_\_\_

TITLE LESSEE

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

SIGNED BY \_\_\_\_\_

SIGNED BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

ACCEPTED: TELMARK INC. LESSOR

BY [Signature] TITLE [Signature]DATE 10-18-96

# EQUIPMENT LEASE

4. **WARRANTIES.** LESSOR WILL REQUEST SUPPLIER TO AND WILL AUTHORIZE LESSEE TO ENFORCE IN ITS OWN NAME ALL WARRANTIES, AGREEMENTS, OR REPRESENTATIONS, IF ANY, WHICH MAY BE MADE BY THE SUPPLIER. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OF ANY NATURE EITHER CAUSED DIRECTLY OR INDIRECTLY.

During the pendency of any proceeding involving an alleged breach of warranty by the supplier, the LESSEE shall continue to make all rental payments to the LESSOR and such rental payments shall be held in escrow by the LESSOR until final adjudication of the proceeding.

5. **SECURITY DEPOSIT.** Any security deposit made by LESSEE shall be held by LESSOR for the term of this lease agreement with no interest paid by LESSOR to LESSEE. At the LESSOR'S discretion, any security deposit made by the LESSEE may be applied to the payment of late charges, LEASE payments, attorney's fees and any other expenses related to this LEASE or returned to the LESSEE at the termination of this LEASE.

6. **TERM, RENEWAL AND PURCHASE OPTION.** The LEASE shall terminate upon the payment of all the specified rentals and other charges, as set forth above or hereto agreed. If no event of default shall have occurred, at termination, this LEASE may be renewed for additional periods of one year each at a rental equivalent to the fair rental value of the EQUIPMENT at that time, or the EQUIPMENT may be purchased for the fair market value; or the EQUIPMENT shall be returned to the LESSOR at the LESSEE'S sole expense and in the same condition, as when received by the LESSEE, reasonable wear and tear resulting from proper use thereof expected, etc. All replacement parts, additions and accessories incorporated in or affixed to the EQUIPMENT after the commencement of this LEASE shall become the property of LESSOR and the LESSEE shall cooperate to defend the title of LESSOR. During any renewal period, all of the provisions of this LEASE shall govern except rental payments. The LESSEE shall send written notice of LESSEE'S option to renew or purchase addressed to the LESSOR at least 60 days prior to the expiration of the original or any renewal term or said options will be forfeited.

7. **SELECTION.** LESSOR, at the request of the LESSEE, has ordered the EQUIPMENT described above from a supplier selected by the LESSEE. LESSOR shall not be liable for specific performance of this LEASE or for damages if, for any reason, supplier delays or fails to fill the order. LESSEE shall comply with all environmental laws, rules and regulations.

8. **ACCEPTANCE AND USE.** The LESSEE shall be deemed to have accepted the EQUIPMENT upon delivery by the supplier and that date shall be inserted by the LESSEE or by the LESSOR. LESSEE shall keep the EQUIPMENT at its place of business as specified above. LESSEE agrees (a) not to allow the use of the EQUIPMENT by other than employees of LESSEE and (b) not to rent or sublet the EQUIPMENT or any part thereof to others for their own use without the prior written consent of the LESSOR.

9. **REPAIRS.** LESSEE at its own expense shall keep the EQUIPMENT in good repair, condition and working order and to that end shall furnish all required labor, parts, mechanisms and devices. LESSOR shall not be obligated to make any repairs or replacements.

10. **INSURANCE.** LESSEE shall at its own expense keep the EQUIPMENT insured against such risks and in such amounts and with such companies as requested by LESSOR and shall provide LESSOR with certificates of insurance. The insurance shall provide for loss, if any, payable to the LESSOR for the value of its interest in the EQUIPMENT. The proceeds of such insurance shall be applied, at the option of LESSOR, (a) toward all replacement, restoration or repair of EQUIPMENT which may be lost, stolen, destroyed or damaged or (b) toward the obligations of LESSEE. In the event the LESSOR elects to apply insurance proceeds to the payment of all LESSEE'S obligations, the LESSEE'S obligation for all or part of the rent shall cease only with respect to the items damaged, lost, stolen or destroyed and LESSEE shall notify LESSOR of any cancellation, alteration or modification of the insurance policy. LESSEE shall, if so required by the LESSOR, prior to the commencement of this LEASE, make application for and obtain in connection with this LEASE decreasing term life insurance upon LESSEE'S life, in an amount at least equal to the total rental obligations for the entire term of this LEASE. LESSEE agrees to name LESSOR as beneficiary as its interests may appear and to assign ownership of said policy to LESSOR. LESSOR may require LESSEE at LESSEE'S expense to provide and keep in force comprehensive liability insurance and contractual liability insurance in amounts and form as required by LESSOR. All insurances provided by LESSEE as required by LESSOR shall be carried in favor of LESSOR and LESSEE, as their respective interests may appear. In case of failure of LESSEE to pay said insurance fees and similar charges, LESSOR may invoice the LESSEE for such charges and will be reimbursed by the LESSEE accordingly.

11. **TAXES.** All taxes, fees and similar charges imposed on the ownership, possession or use of the EQUIPMENT during the term of this LEASE shall be paid by the LESSEE. If LESSOR is required to pay said taxes, fees and similar charges, LESSOR may invoice the LESSEE for such charges and will be reimbursed by the LESSEE.

12. **TITLE.** All of the EQUIPMENT shall remain personal property of the LESSOR.

13. **INSPECTION.** LESSEE shall, whenever requested, advise LESSOR of the exact location and condition of the EQUIPMENT and shall give LESSOR immediate

notice of any attachment or other judicial processes, liens, or encumbrances affecting the EQUIPMENT and indemnify and save LESSOR harmless from the loss or damage caused thereby. LESSOR may inspect the EQUIPMENT during reasonable business hours.

14. **LESSEE'S FINANCIAL INFORMATION.** At LESSOR'S request, the LESSEE shall, within ninety (90) days after the close of LESSEE'S fiscal year, furnish to LESSOR financial statements of LESSEE (including a balance sheet as of the close of such year and income and expense statements for such year) prepared in accordance with generally accepted accounting principles and/or prepared by LESSEE'S independent public accountants. If requested by LESSOR, LESSEE shall also provide quarterly financial statements of LESSEE similarly prepared for each of the first three quarters of each fiscal year, which shall be prepared (subject to normal year end audit adjustment) by LESSEE'S chief financial officer and furnished to LESSOR within sixty (60) days following the end of the quarter.

15. **DEFAULT.** IF LESSEE fails to pay any rent or other amount herein, or if LESSEE shall fail to perform any terms of this LEASE, or if there is the entry of decree or order for relief by a court having jurisdiction in the premises in respect of the LESSEE in an involuntary case under the Federal or State Bankruptcy Laws, or if the LESSOR deems itself insecure, LESSOR shall have the right to exercise any one or more of the following remedies:

(a) To declare the entire amount of all rental immediately due and payable which rental shall be discounted to its present value, at the rate of 8% per annum together with the residual value of the EQUIPMENT, all late charges, attorneys fees and other expenses without notice to LESSEE and to sue for and to recover that amount; or (b) To take possession of any or all items of EQUIPMENT without demand notice wherever same may be located without any Court order or other process of law. Upon retaking possession of any or all items of EQUIPMENT, LESSOR at its option may (i) Lease repossessed EQUIPMENT or any part thereof to any third party on any such terms or conditions as LESSOR may determine, or (ii) sell said EQUIPMENT or any part thereof to the highest bidder at public auction or private sale, (iii) LESSEE agrees that ten (10) days notice to LESSEE of any public or private sale, constitutes reasonable notice. Notice is deemed given on date of mailing. In the event LESSOR relets the repossessed EQUIPMENT or sells such EQUIPMENT, then LESSOR shall credit the value received from reletting or sale, less expenses incurred in connection with such disposition, to the unpaid balance of rental due and to become due hereunder. LESSEE hereby waives any and all damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this LEASE and shall not relieve LESSEE of its obligations unless LESSOR expressly so notifies LESSEE in writing.

If any proceedings shall be instituted by LESSOR to recover any monies due and/or for the possession of the EQUIPMENT, LESSEE shall pay the LESSOR'S reasonable attorney fees, repossession expenses and other related expenses.

16. **LIABILITY.** LESSEE shall indemnify and save LESSOR harmless and shall promptly notify LESSOR from any claim or action whatsoever including any of LESSOR'S attorney's fees or expenses arising in connection with the EQUIPMENT including without limitations, its manufacture, selection, purchase, delivery, possession, use, operation, maintenance, leasing and return including the acts of the LESSEE in failing to maintain the EQUIPMENT in good repair.

17. **RISK OF LOSS.** LESSEE hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of EQUIPMENT from any cause whatsoever and no loss, theft, damage or destruction of EQUIPMENT shall relieve LESSEE of the obligation to pay rental or any other obligation of this LEASE. LESSEE shall promptly notify LESSOR in writing of any such loss, theft, damage or destruction of the EQUIPMENT. In the event of damage of any kind whatsoever to any item of EQUIPMENT (unless the same is damaged beyond repair), LESSEE, at the option of LESSOR, shall at LESSEE'S expense (a) place the same in good repair, condition and working order, (b) replace the same with like EQUIPMENT of the same or a later model, and in good repair, condition and working order. If the EQUIPMENT, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR an amount equal to the aggregate amount of unpaid total rent for the balance of the term of the LEASE plus an amount equal to the estimated value of the EQUIPMENT at the termination date of the LEASE, in addition to performing all other obligations of this LEASE. Upon such payment this LEASE shall terminate with respect to the EQUIPMENT so paid for, and LESSEE thereupon shall become entitled to the EQUIPMENT as-is-where-is, without warranty, express or implied.

18. **APPLICABLE LAW.** This LEASE shall be deemed to have been made in Onondaga County, New York, and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York.

19. **SEVERABILITY.** If any provision or any remedy be deemed invalid under any applicable law, such provision shall be inapplicable and omitted, but the remaining provisions shall be given effect.

20. **FINANCING STATEMENT.** The LESSEE hereby authorizes the LESSOR to file all necessary financing statements.

21. **NON-WAIVER.** LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions hereof shall not waive or diminish LESSOR'S right thereafter to demand strict compliance with the terms of this LEASE. LESSOR'S rights hereunder are cumulative and not alternative.

22. **MISCELLANEOUS.** This LEASE is irrevocable for the full term and shall be binding upon the LESSEE, the LESSEE'S successors, assigns and legal representatives.

LESSEE **ALFRED R. ORWICK**

ITEM LOCATION:

ADDRESS **RR 2 BOX 283**

**SAME AS LESSEE**

CITY **MORRISDALE** STATE **PA** ZIP **16858**

COUNTY **CLEARFIELD**

**INDIVIDUAL**

NAME OF PERSON TO CONTACT

SUPPLIER **LOGGERS EQUIP SALES & SERVICE**

ADDRESS **ROUTE 322 PO BOX 397**

CITY **BIGLER** STATE **PA** ZIP **16825**

SUPPLIER  
SALESPERSON

EQUIPMENT DESCRIPTION: QUANTITY, MANUFACTURER, ITEM(S), MODEL NO., SERIAL NO., AND/OR OTHER IDENTIFICATION

**1996 CLARK RANGER SKIDDER**

MODEL **F65**

S/N **F65C1010**

RENTAL AMOUNT PER PAYMENT PERIOD \$1,724.00	PAYMENTS WILL BE MADE		INITIAL TERM OF LEASE (NO. MONTHS) 60	NO. OF LEASE PAYMENTS REMAINING 58	ADVANCE PAYMENT \$3,448.00
	MONTHLY X	OTHER			

PAYMENT SCHEDULE

EACH LEASE PAYMENT IS SUBJECT TO SALES TAX OF PERCENTAGES OR AMOUNTS AS MAY FROM TIME TO TIME BE IN EFFECT. THE LESSEE IS RESPONSIBLE TO PROVIDE THE LESSOR AN EXEMPTION CERTIFICATE AS REQUIRED BY LAW.

EXHIBIT "TG" ☒ YES ☐ NO; OTHER EXHIBITS (LIST):

### ACCEPTANCE NOTICE

ACCEPTANCE DATE 10-18-96

SIGNED BY Alfred R Orwick

ALL THE ITEMS REFERRED TO ABOVE WERE RECEIVED BY US AND WERE AND ARE IN GOOD ORDER AND CONDITION AND ACCEPTABLE TO US. WE APPROVE FULL PAYMENT BY YOU TO THE SUPPLIER(S). WE UNDERSTAND THAT YOU MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE LEASED ITEMS AS MORE FULLY SET FORTH IN PARAGRAPH 4 OF THE LEASE.

TITLE LESSEE

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

SIGNED BY \_\_\_\_\_

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

SIGNED BY \_\_\_\_\_

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

SIGNED BY \_\_\_\_\_

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

NO SUPPLIER OR AGENT THEREOF IS AUTHORIZED TO WAIVE OR MODIFY ANY TERM OF THIS LEASE AGREEMENT.

IF THE DATE IS OMITTED THE LESSEE AUTHORIZES THE LESSOR TO COMPLETE THIS ACCEPTANCE BY DATING IT ON THE LESSEE'S BEHALF WHEN AUTHORIZED BY TELEPHONE OR IN PERSON TO DO SO.

**VENDOR:** This acceptance must be signed by Lessee and returned to us before your invoice can be paid.

## Amendment of Lease Agreement

Date: September 3, 1998  
Lessor: Telmark Inc., P.O. Box 4943, Syracuse, New York 13221  
Lessee: ALFRED R & MARY KAY ORWICK, RR 2 BOX 283, MORRISDALE PA 16858  
Lease No.: 44-010-23405-00-23293  
Description: 1996 CLARK RANGER SKIDDER MODEL F65 SERIAL #F65C1010, more fully described in lease agreement acquired on 10/16/96.

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In consideration of an amendment fee of \$50.00, Lessor and Lessee hereby agree to amend the current remaining payment schedule as follows:

38 MONTHLY RENTAL PAYMENTS AT \$1724.00 EACH COMMENCING 10/15/98

All other terms and conditions of this lease agreement remain in full force and effect.

Legal Name of Lessee: ALFRED R & MARY KAY ORWICK

Signed By:

Alfred Orwick  
ALFRED ORWICK, Individual Lessee

Signed By:

Mary Kay Orwick  
MARY KAY ORWICK, Individual Lessee

### FOR OFFICE USE ONLY

TELMARK INC.

Accepted By:

Nancy Sewelling

Date:

9/14/98

# AMENDMENT OF LEASE AGREEMENT

LESSOR: TELMARK LLC (formerly Telmark Inc.)  
PO BOX 4943, SYRACUSE, NEW YORK 13221  
LESSEE: ALFRED R ORWICK  
ADDRESS: RR2 BOX 283 MORRISDALE PA 16858  
LEASE #: 44-010-23405-00-23293

LEASE DATE: 10/16/96 DESCRP: 1996 CLARK RANGER SKIDDER

IN CONSIDERATION OF A PROCESSING FEE OF \$50.00  
LESSOR AND LESSEE HEREBY AGREE TO THE REVISED PAYMENT SCHEDULE BELOW:

\*\*\*  
ALL OTHER TERMS AND CONDITIONS OF THIS LEASE AGREEMENT REMAIN IN  
FULL FORCE AND EFFECT  
\*\*\*

PLEASE NOTE: ALL RENTAL PAYMENTS ARE SUBJECT TO APPLICABLE SALES TAX.

IN THE EVENT THAT THIS AMENDMENT IS EXECUTED BY A CORPORATE OFFICER, MANAGING PARTNER OF AN LLP OR MANAGER OF AN LLC, THAT PERSON HEREBY CERTIFIES THAT HE/SH IS DULY AUTHORIZED TO EXECUTE SAME BY A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION AND/OR BY MEMBERS OF THE LLP OR LLC.

LESSEE: ALFRED R ORWICK

SIGNED BY:

*Alfred R. Orwick*

SIGNED BY: \_\_\_\_\_

## AMENDED SCHEDULE

1	Apr-99	1200.00	16	Jul-00	2032.00	31	Oct-01	2032.00	46	Jan-03	0.00
2	May-99	1200.00	17	Aug-00	2032.00	32	Nov-01	2032.00	47	Feb-03	0.00
3	Jun-99	1200.00	18	Sep-00	2032.00	33	Dec-01	2032.00	48	Mar-03	0.00
4	Jul-99	1200.00	19	Oct-00	2032.00	34	Jan-02	2032.00	49	Apr-03	0.00
5	Aug-99	1200.00	20	Nov-00	2032.00	35	Feb-02	residual	50	May-03	0.00
6	Sep-99	1200.00	21	Dec-00	2032.00	36	Mar-02	0.00	51	Jun-03	0.00
7	Oct-99	1200.00	22	Jan-01	2032.00	37	Apr-02	0.00	52	Jul-03	0.00
8	Nov-99	1200.00	23	Feb-01	2032.00	38	May-02	0.00	53	Aug-03	0.00
9	Dec-99	1200.00	24	Mar-01	2032.00	39	Jun-02	0.00	54	Sep-03	0.00
10	Jan-00	1200.00	25	Apr-01	2032.00	40	Jul-02	0.00	55	Oct-03	0.00
11	Feb-00	1200.00	26	May-01	2032.00	41	Aug-02	0.00	56	Nov-03	0.00
12	Mar-00	1200.00	27	Jun-01	2032.00	42	Sep-02	0.00	57	Dec-03	0.00
13	Apr-00	2032.00	28	Jul-01	2032.00	43	Oct-02	0.00	58	Jan-04	0.00
14	May-00	2032.00	29	Aug-01	2032.00	44	Nov-02	0.00	59	Feb-04	0.00
15	Jun-00	2032.00	30	Sep-01	2032.00	45	Dec-02	0.00	60	Mar-04	0.00

THESE AMOUNTS DO NOT INCLUDE APPLICABLE SALES TAX ON EACH RENTAL PAYMENT.

THIS AMENDMENT MUST REACH OUR OFFICE BY: 04/04/99

BELOW IS FOR OFFICE USE ONLY

ACCEPTED BY:

*Deanne Bobbitt*

ON

*4/9/99*

**EXHIBIT “B”**

# CONTINUING INDIVIDUAL GUARANTY OF PAYMENT

In consideration of TELMARK INC. ("LESSOR") entering into a Lease Agreement with \_\_\_\_\_

ALFRED R. ORWICK

, hereinafter called the Lessee.

The undersigned (if more than one, then jointly and severally) hereby irrevocable, absolutely and unconditionally guarantees payment when due, whether by acceleration or otherwise, of the Lease Agreement, together with all other obligations or liabilities due and to become due to Lessor from Lessee, together with interest and all attorney's fees, costs and expenses incurred by the Lessor in enforcing this **CONTINUING INDIVIDUAL GUARANTY**.

The undersigned agrees that this Guaranty is and shall be an open and **CONTINUING INDIVIDUAL GUARANTY** and all obligations and liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon and shall continue in full force and effect, not withstanding any (a) change in rentals or other obligations under Lease Agreement, (b) renewals, modifications, additions or extensions thereto or extensions of time to perform any of the obligations thereunder; and guarantor waives notice of any such changes, renewals, modifications, additions, extensions or of any default by the Lessee thereunder.

This is to be a **CONTINUING INDIVIDUAL GUARANTY**, and the acceptance of any sum or sums on account of the acceptance of notes, drafts or any security from the Lessee, shall in no way weaken or impair the validity of this **CONTINUING INDIVIDUAL GUARANTY** and in the event Lessee defaults on any payment Lessor shall have the right to proceed against the undersigned at any time without any notice or demand for payment or any notice of Lessee's default and without any proceeding against the Lessee.

This guaranty shall not be affected in any manner by any change in the firm or status of the Lessee, whether caused by death, by the admission of any new member or members or by the withdrawal of any member or members or by any change from any cause whatsoever.

This guaranty shall remain in full force and effect until the undersigned shall have given notice in writing to make no further advances and to cancel this **CONTINUING INDIVIDUAL GUARANTY OF PAYMENT**.

This **CONTINUING INDIVIDUAL GUARANTY OF PAYMENT** shall bind the respective heirs, executors, administrators, successors and assigns of the undersigned.

DATE: The 16<sup>th</sup> day of Oct., 19 96

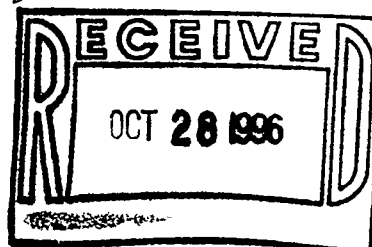
Mary Kay Orwick  
SIGNATURE  
Box 283  
LEGAL ADDRESS STREET  
Morrisdale Pa. 16858  
CITY STATE ZIP CODE

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
LEGAL ADDRESS STREET  
\_\_\_\_\_  
CITY STATE ZIP CODE

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CITY STATE ZIP CODE

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
LEGAL ADDRESS STREET  
\_\_\_\_\_  
CITY STATE ZIP CODE

DISTRIBUTION: WHITE-TELMARK; YELLOW-LESSEE





## **EXHIBIT “C”**

# Telmark LLC

April 5, 2001

ALFRED R ORWICK  
RR 2 BOX 283  
MORRISDALE PA 16858

Re: Lease No. 44-010-23405-00-23293

Past Due: February 15, 2001

Total Past Due: **\$4,630.91** as follows: \$4,064.00 Rental + \$243.84 State Tax + \$323.07 Late Charges

Dear Mr. & Mrs. Orwick:

Please consider this letter to be Telmark's formal demand for payment of **\$4,630.91** to be received in our office on or before **April 15, 2001**.

If this amount is not received, Telmark LLC (formerly Telmark Inc.) hereby exercises its right to declare the entire balance of the remaining rental payments of \$24,384.00, immediately due and payable, plus applicable sales tax, residual value, and any other charges including legal fees. Please refer to the default section of the lease agreement that you acquired on October 16, 1996.

If applicable, the remaining rental payments will be discounted as outlined in the Default section of the above referenced lease agreement. Discount will be entered upon entry of a final judgment, order or decree of the court.

**If payment is not received by April 15, 2001, Please take notice that Telmark intends to have the leased equipment picked up.**

PLEASE TAKE FURTHER NOTICE that Telmark may sell, lease, or otherwise dispose of said personal property pursuant to the terms and conditions of the lease agreement and will hold you personally responsible for any deficiency that may arise from this action. If you have any questions regarding the above, please contact me.

Sincerely,

Renee C. Woods  
Collection Specialist  
1-800-806-3294 ext. 7869

*P.O. Box 4943, Syracuse, NY 13221-4943  
Phone (800) 806-3294*

# Telmark LLC

April 5, 2001

MARY KAY ORWICK  
KNOX RUN ROAD  
LANSE, PA 16849

Re: Lease No. 44-010-23405-00-23293

Past Due: February 15, 2001

Total Past Due: **\$4,630.91** as follows: \$4,064.00 Rental + \$243.84 State Tax + \$323.07 Late Charges

Dear Mrs. Orwick:

Please consider this letter to be Telmark's formal demand for payment of **\$4,630.91** to be received in our office on or before **April 15, 2001**.

If this amount is not received, Telmark LLC (formerly Telmark Inc.) hereby exercises its right to declare the entire balance of the remaining rental payments of \$24,384.00, immediately due and payable, plus applicable sales tax, residual value, and any other charges including legal fees. Please refer to the default section of the lease agreement that you acquired on October 16, 1996.

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Sincerely,

Renee C. Woods  
Collection Specialist  
1-800-806-3294 ext. 7869

*P.O. Box 4943, Syracuse, NY 13221-4943  
Phone (800) 806-3294*

**EXHIBIT "D"**

			Lease Balance Worksheet					
Date			7/12/2001					
Lessee			Alfred Orwick					
Lease #			23293					
Equipment			1996 Clark Ranger Skidder					
Remaining Rental Payments			\$ 24,384.00					
Sales Tax			\$ 1,463.04					
Late Charges			\$ 646.14					
Est. Residual Amount			\$ 8,000.00					
Sales Tax on Residual			\$ 480.00					
*****								
Accelerated Amount			\$ 34,973.18	***	Past due amounts are included in			
					this figure.			
Past Due Rental Amount			\$ 10,160.00					
Sales Tax			\$ 609.60					
Late Charges			\$ 646.14					
*****								
Past due from	2/15/2001		\$ 11,415.74					
Next Payment due	7/15/2001							

Document  
 Reinstated/Reissued to Sheriff/Attorney  
 for service.  
 Deputy Prothonotary

FILED

JUL 27 2001  
M. J. Shaw  
Prothonotary

attly ketz  
\$2580.00

2cc Sheriff

September 17, 2001 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
William A. Shaw  
Deputy Prothonotary

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

Sheriff Docket # 11310

TELMARK, LLC, successor in interest to Telmark, Inc.

01-1217-CD

VS.

ORWICK, ALFRED R. & MARY KAY

COMPLAINT

**SHERIFF RETURNS**

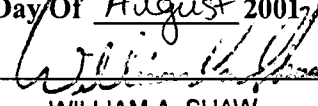
NOW AUGUST 1, 2001 AT 10:04 AM DST SERVED THE WITHIN COMPLAINT  
ON MARY KAY ORWICK, DEFENDANT AT RESIDENCE, PO BOX 91, KNOX RUN  
ROAD, LANSE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
MARY KAY ORWICK A TRUE AND ATTESTED COPY OF THE ORIGNIAL COMPLAINT  
AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING/COUDRIET

NOW AUGUST 27, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT "NOT FOUND" AS TO ALFRED R. ORWICK,  
DEFENDANT.


**Return Costs**

Cost	Description
62.35	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

28<sup>th</sup> Day Of August 2001  
  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

So Answers,

  
Chester A. Hawkins  
Sheriff

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

TELMARK, LLC, successor in interest to  
Telmark, Inc.,

Plaintiff,

vs.

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,

Defendant.

**CIVIL DIVISION**

NO: 01-1217-CD

**Code and Classification:**

**TITLE OF PLEADING:**

COMPLAINT

**FILED ON BEHALF OF:**

Telmark, LLC, Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

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

JUL 27 2001

Attest.

  
Prothonotary



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

TELMARK, LLC, successor in interest to  
Telmark, Inc.,

**CIVIL DIVISION**

**NO:**

Plaintiff,

**vs.**

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,

Defendant.

**NOTICE TO DEFEND**

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  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641

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

TELMARK, LLC, successor in interest to  
Telmark, Inc.,

**CIVIL DIVISION**

**NO:**

Plaintiff,

**vs.**

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,

Defendant.

**COMPLAINT**

AND NOW comes TELMARK, LLC, successor in interest to Telmark, Inc. ("Plaintiff"), by and through the undersigned counsel, and files this Complaint, whereof the following is a statement:

**PARTIES**

1. Plaintiff is a limited liability company having a principle place of business at 333 Butternut Drive, DeWitt, New York, 13214.

2. ALFRED R. ORWICK, and MARY KAY ORWICK, his wife (collectively the "Defendant(s)"), are adult individuals residing and/or doing business at RR 2, Box 283, Morrisdale, PA 16858.

**BACKGROUND**

3. Plaintiff entered into a Lease with ALFRED R. ORWICK, more particularly described as Lease No. 23293, dated 10/18/96, for a *1996 Clark Ranger Skidder, Model F65, s/n F65C1010*, a true and correct copy of which, together with all related paperwork, is attached collectively as Exhibit "A."

4. MARY KAY ORWICK guaranteed the Lease. A true and correct copy of the

guaranty is attached as Exhibit "B."

5. As a result of the guaranty, Defendant(s) are jointly and severally liable for all amounts due or to become due under the Lease(s).

6. Plaintiff did not select or manufacture the goods subject to the Lease(s). Instead, each of the goods to be leased was purchased from the "Supplier" identified in the Lease. The Defendant(s) selected the Supplier(s). Plaintiff purchased and took title to the goods for the purpose of leasing same to Defendant(s).

7. Defendant(s) have failed to make each and every lease payment required under the Lease(s), on or before the due date set forth in the Lease(s).

8. As a result of Defendant(s)' failure to make each and every lease payment on or before the due date in the Lease(s), and failure to cure arrearages that had therefore accrued prior to April 15, 2001, Plaintiff accelerated the Lease(s) on said date. See Exhibit "C."

9. The accelerated amount(s) under the Lease(s) are set forth on Lease Balance Worksheet(s) attached collectively hereto as Exhibit "D."

10. The total accelerated amount(s) for the Lease(s), including the estimated residual value of the leased good(s), late charges, and sales tax, is \$34,973.18. See Exhibit "D."

11. The Lease(s) provide for collection costs, including attorney's fees.

12. Defendant(s)' failure to pay the Lease(s) when and as due has necessitated the instant legal action. Plaintiff estimates collection costs and expenses, including attorney's fees, of \$1,500, assuming liability and damages are not disputed. Plaintiff will seek actual attorney fees in the event liability is disputed.

### **Count I - Replevin**

13. Paragraphs 1 through 12 are incorporated herein.

14. As a result of the payment defaults and acceleration of the Lease(s), Plaintiff is entitled to possession of the goods subject to the Lease(s).

15. Plaintiff believes that the value of the all of the goods subject to the Lease(s), assuming normal wear and tear, is \$35,000, provided, however, the actual value is a function of, among other things, actual present condition and the adequacy of the maintenance and care provided by the Defendant in the past, as well as market conditions when Plaintiff finally recovers possession.

16. Plaintiff does not know the exact whereabouts of the goods.

WHEREFORE, Plaintiff demands judgment in replevin in its favor, and against Defendant for:

- (i) the possession and delivery of the goods subject to the Lease(s), more specifically defined as a *1996 Clark Ranger Skidder, Model F65, s/n F65C1010*; and
- (ii) any and all other relief deemed fair, just and equitable.

#### **Count II - Assumpsit**

17. Paragraphs 1 through 16 are incorporated herein.

18. The Lease(s) are in default and have been accelerated.

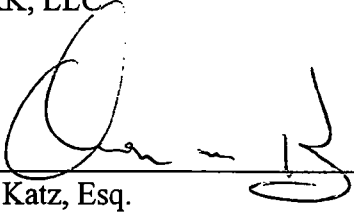
19. The Defendant(s) are liable for all amounts due under the Lease(s), as well as the residual value of the goods subject to the Lease(s) if not returned to the possession of Plaintiff in good condition, normal wear and tear excepted.

WHEREFORE, Plaintiff demands *in personam* judgment in its favor, and against Defendant(s), in the amount of \$34,973.18, together with \$1,500 in attorney fees, plus costs, interest at the state statutory rate from the acceleration date(s) set forth above, and any and all other relief deemed fair, just and equitable.

Respectfully Submitted:

TELMARK, LLC

Date: 7/25/01

By: \_\_\_\_\_

Owen W. Katz, Esq.

Pa. I. D. # 36473

938 Penn Avenue, 8<sup>th</sup> Floor

Pittsburgh, PA 15222

(412) 281-1015

VERIFICATION

I, Mark Botwinick, state that I am  
[Print Name]  
Region Collection Manager of/with Telmark, LLC, and am authorized  
[State position or title]

by it to make this verification, and that the facts set forth in the foregoing Pleading are true and correct to the best of my personal knowledge, information and belief.

I understand that my statements are made subject to 18 Pa. Cons. Stat. §4904 providing for criminal penalties for unsworn falsification to authorities.

Date: 7/25/01

Mark Botwinick

**EXHIBIT "A"**

TELMARK INC.®

EQUIPMENT LEASE

23405-00 -

LEASE No.:

23293

P.O. BOX 4943, SYRACUSE, NEW YORK 13221-4943 PHONE 1-800-451-3322

LESSEE ALFRED R. ORWICK

ITEM LOCATION:

ADDRESS RR 2 BOX 283

SAME AS LESSEE

CITY MORRISDALE STATE PA ZIP 16858

COUNTY CLEARFIELD

INDIVIDUAL

NAME OF PERSON TO CONTACT

SUPPLIER LOGGERS EQUIP SALES & SERVICE

ADDRESS ROUTE 322 PO BOX 397

CITY BIGLER STATE PA ZIP 16825

SUPPLIER SALESPERSON

EQUIPMENT DESCRIPTION: QUANTITY, MANUFACTURER, ITEM(S), MODEL NO., SERIAL NO., AND/OR OTHER IDENTIFICATION

1996 CLARK RANGER SKIDDER

MODEL F65

S/N F65C1010

RENTAL AMOUNT PER PAYMENT PERIOD	PAYMENTS WILL BE MADE		INITIAL TERM OF LEASE (NO. MONTHS)	NO. OF LEASE PAYMENTS REMAINING	ADVANCE PAYMENT
	MONTHLY	OTHER			
\$1,724.00	X		60	58	\$3,448.00

PAYMENT SCHEDULE

EACH LEASE PAYMENT IS SUBJECT TO SALES TAX OF PERCENTAGES OR AMOUNTS AS MAY FROM TIME TO TIME BE IN EFFECT. THE LESSEE IS RESPONSIBLE TO PROVIDE THE LESSOR AN EXEMPTION CERTIFICATE AS REQUIRED BY LAW.

EXHIBIT "TG" YES ☒ NO; OTHER EXHIBITS (LIST):

### TERMS AND CONDITIONS OF LEASE

1. LEASE. LESSOR leases to LESSEE the personal property as described on the EQUIPMENT Schedule together with all replacement parts, additions, accessories affixed thereto, hereinafter referred to as the EQUIPMENT for the commercial and business purposes of the LESSEE.

2. ADVANCE RENTAL PAYMENTS AND RENTALS. The advance rental payments shall be due upon the execution of the LEASE or upon delivery of the EQUIPMENT from the supplier. LESSEE shall pay the remaining rental payments as specified above as monthly or other period rentals multiplied by the number of months or periods specified above. LESSEE shall also pay a "late charge" not exceeding five per centum (5%) of any rental payment or ten dollars (\$10.00), whichever is greater, when any payment is made more than ten (10) days after the due date.

All payments shall be made to Telmark Inc., P.O. Box 4943, Syracuse, New York 13221, or as otherwise directed by LESSOR in writing.

3. ASSIGNMENTS. Neither this LEASE nor LESSEE'S rights hereunder shall be assignable in whole or in part by LESSEE except with LESSOR'S prior written consent and the provisions hereof shall bind any permitted successors

and assigns of LESSEE. LESSOR shall have the right to assign this LEASE or any part thereof. If LESSOR assigns the rentals reserved herein or all or any of LESSOR'S other rights hereunder, or amounts equal thereto, the right of the Assignee to receive the rentals as well as any other right of the Assignee shall not be subject to any defense, setoff, counterclaim, or recoupment which may arise out of any breach or obligation of LESSOR in connection herewith or by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. All rentals due hereunder shall be payable to the Assignee by LESSEE whether or not this LEASE is terminated by operation of law or otherwise, including without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. On receipt of notification of such assignment, LESSEE subject to its rights hereunder shall become the pledgeholder of the EQUIPMENT for and on behalf of the Assignee and will relinquish possession thereof only to the Assignee or pursuant to its written order. LESSEE on receiving notice of any such assignment shall abide thereby and make payment as may therein be directed.

LESSEE AGREES TO THE LEASE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE ALONG WITH ALL EXHIBITS BY SIGNING BELOW THAT THIS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO SUPPLIER, AGENT, OR LESSEE MAY WAIVE OR MODIFY ANY TERM OF THIS LEASE AGREEMENT EXCEPT IN WRITING BY AN AUTHORIZED OFFICER AND AGREED TO BY THE LESSOR.

IN WITNESS WHEREOF LESSEE HAS HEREBY EXECUTED THIS NON CANCELABLE LEASE THIS 16 DAY OF OCT. 19 96

IN THE EVENT THAT THIS LEASE IS EXECUTED BY A CORPORATE OFFICER, THAT CORPORATE OFFICER HEREBY CERTIFIES THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE SAME BY A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION.

SIGNED BY Alfred R. Orwick

SIGNED BY \_\_\_\_\_

TITLE LESSEE

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

SIGNED BY \_\_\_\_\_

SIGNED BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

ACCEPTED: TELMARK INC. LESSOR

BY

TITLE

DATE

J-216 (Rev. 4/95)



# EQUIPMENT LEASE

4. **WARRANTIES.** LESSOR WILL REQUEST SUPPLIER TO AND WILL AUTHORIZE LESSEE TO ENFORCE IN ITS OWN NAME ALL WARRANTIES, AGREEMENTS, OR REPRESENTATIONS, IF ANY, WHICH MAY BE MADE BY THE SUPPLIER. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OF ANY NATURE EITHER CAUSED DIRECTLY OR INDIRECTLY.

During the pendency of any proceeding involving an alleged breach of warranty by the supplier, the LESSEE shall continue to make all rental payments to the LESSOR and such rental payments shall be held in escrow by the LESSOR until final adjudication of the proceeding.

5. **SECURITY DEPOSIT.** Any security deposit made by LESSEE shall be held by LESSOR for the term of this lease agreement with no interest paid by LESSOR to LESSEE. At the LESSOR'S discretion, any security deposit made by the LESSEE may be applied to the payment of late charges, LEASE payments, attorney's fees and any other expenses related to this LEASE or returned to the LESSEE at the termination of this LEASE.

6. **TERM, RENEWAL AND PURCHASE OPTION.** The LEASE shall terminate upon the payment of all the specified rentals and other charges, as set forth above or hereto agreed. If no event of default shall have occurred, at termination, this LEASE may be renewed for additional periods of one year each at a rental equivalent to the fair rental value of the EQUIPMENT at that time, or the EQUIPMENT may be purchased for the fair market value; or the EQUIPMENT shall be returned to the LESSOR at the LESSEE'S sole expense and in the same condition, as when received by the LESSEE, reasonable wear and tear resulting from proper use thereof expected, etc. All replacement parts, additions and accessories incorporated in or affixed to the EQUIPMENT after the commencement of this LEASE shall become the property of LESSOR and the LESSEE shall cooperate to defend the title of LESSOR. During any renewal period, all of the provisions of this LEASE shall govern except rental payments. The LESSEE shall send written notice of LESSEE'S option to renew or purchase addressed to the LESSOR at least 60 days prior to the expiration of the original or any renewal term or said options will be forfeited.

7. **SELECTION.** LESSOR, at the request of the LESSEE, has ordered the EQUIPMENT described above from a supplier selected by the LESSEE. LESSOR shall not be liable for specific performance of this LEASE or for damages if, for any reason, supplier delays or fails to fill the order. LESSEE shall comply with all environmental laws, rules and regulations.

8. **ACCEPTANCE AND USE.** The LESSEE shall be deemed to have accepted the EQUIPMENT upon delivery by the supplier and that date shall be inserted by the LESSEE or by the LESSOR. LESSEE shall keep the EQUIPMENT at its place of business as specified above. LESSEE agrees (a) not to allow the use of the EQUIPMENT by other than employees of LESSEE and (b) not to rent or sublet the EQUIPMENT or any part thereof to others for their own use without the prior written consent of the LESSOR.

9. **REPAIRS.** LESSEE at its own expense shall keep the EQUIPMENT in good repair, condition and working order and to that end shall furnish all required labor, parts, mechanisms and devices. LESSOR shall not be obligated to make any repairs or replacements.

10. **INSURANCE.** LESSEE shall at its own expense keep the EQUIPMENT insured against such risks and in such amounts and with such companies as requested by LESSOR and shall provide LESSOR with certificates of insurance. The insurance shall provide for loss, if any, payable to the LESSOR for the value of its interest in the EQUIPMENT. The proceeds of such insurance shall be applied, at the option of LESSOR, (a) toward all replacement, restoration or repair of EQUIPMENT which may be lost, stolen, destroyed or damaged or (b) toward the obligations of LESSEE. In the event the LESSOR elects to apply insurance proceeds to the payment of all LESSEE'S obligations, the LESSEE'S obligation for all or part of the rent shall cease only with respect to the items damaged, lost, stolen or destroyed and LESSEE shall notify LESSOR of any cancellation, alteration or modification of the insurance policy. LESSEE shall, if so required by the LESSOR, prior to the commencement of this LEASE, make application for and obtain in connection with this LEASE decreasing term life insurance upon LESSEE'S life, in an amount at least equal to the total rental obligations for the entire term of this LEASE. LESSEE agrees to name LESSOR as beneficiary as its interests may appear and to assign ownership of said policy to LESSOR. LESSOR may require LESSEE at LESSEE'S expense to provide and keep in force comprehensive liability insurance and contractual liability insurance in amounts and form as required by LESSOR. All insurances provided by LESSEE as required by LESSOR shall be carried in favor of LESSOR and LESSEE, as their respective interests may appear. In case of failure of LESSEE to pay said insurance fees and similar charges, LESSOR may invoice the LESSEE for such charges and will be reimbursed by the LESSEE accordingly.

11. **TAXES.** All taxes, fees and similar charges imposed on the ownership, possession or use of the EQUIPMENT during the term of this LEASE shall be paid by the LESSEE. If LESSOR is required to pay said taxes, fees and similar charges, LESSOR may invoice the LESSEE for such charges and will be reimbursed by the LESSEE.

12. **TITLE.** All of the EQUIPMENT shall remain personal property of the LESSOR.

13. **INSPECTION.** LESSEE shall, whenever requested, advise LESSOR to the exact location and condition of the EQUIPMENT and shall give LESSOR immediate

notice of any attachment or other judicial processes, liens, or encumbrances affecting the EQUIPMENT and indemnify and save LESSOR harmless from the loss or damage caused thereby. LESSOR may inspect the EQUIPMENT during reasonable business hours.

14. **LESSEE'S FINANCIAL INFORMATION.** At LESSOR'S request, the LESSEE shall, within ninety (90) days after the close of LESSEE'S fiscal year, furnish to LESSOR financial statements of LESSEE (including a balance sheet as of the close of such year and income and expense statements for such year) prepared in accordance with generally accepted accounting principles and/or prepared by LESSEE'S independent public accountants. If requested by LESSOR, LESSEE shall also provide quarterly financial statements of LESSEE similarly prepared for each of the first three quarters of each fiscal year, which shall be prepared (subject to normal year end audit adjustment) by LESSEE'S chief financial officer and furnished to LESSOR within sixty (60) days following the end of the quarter.

15. **DEFAULT.** IF LESSEE fails to pay any rent or other amount herein, or if LESSEE shall fail to perform any terms of this LEASE, or if there is the entry of decree or order for relief by a court having jurisdiction in the premises in respect of the LESSEE in an involuntary case under the Federal or State Bankruptcy Laws, or if the LESSOR deems itself insecure, LESSOR shall have the right to exercise any one or more of the following remedies:

(a) To declare the entire amount of all rental immediately due and payable which rental shall be discounted to its present value, at the rate of 8% per annum together with the residual value of the EQUIPMENT, all late charges, attorney's fees and other expenses without notice to LESSEE and to sue for and to recover that amount; or (b) To take possession of any or all items of EQUIPMENT without demand notice wherever same may be located without any Court order or other process of law. Upon retaking possession of any or all items of EQUIPMENT, LESSOR at its option may (i) Lease repossessed EQUIPMENT or any part thereof to any third party on any such terms or conditions as LESSOR may determine, or (ii) sell said EQUIPMENT or any part thereof to the highest bidder at public auction or private sale, (iii) LESSEE agrees that ten (10) days notice to LESSEE of any public or private sale, constitutes reasonable notice. Notice is deemed given on date of mailing. In the event LESSOR relets the repossessed EQUIPMENT or sells such EQUIPMENT, then LESSOR shall credit the value received from reletting or sale, less expenses incurred in connection with such disposition, to the unpaid balance of rental due and to become due hereunder. LESSEE hereby waives any and all damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this LEASE and shall not relieve LESSEE of its obligations unless LESSOR expressly so notifies LESSEE in writing.

If any proceedings shall be instituted by LESSOR to recover any monies due and/or for the possession of the EQUIPMENT, LESSEE shall pay the LESSOR'S reasonable attorney fees, repossession expenses and other related expenses.

16. **LIABILITY.** LESSEE shall indemnify and save LESSOR harmless and shall promptly notify LESSOR from any claim or action whatsoever including any of LESSOR'S attorney's fees or expenses arising in connection with the EQUIPMENT including without limitations, its manufacture, selection, purchase, delivery, possession, use, operation, maintenance, leasing and return including the acts of the LESSEE in failing to maintain the EQUIPMENT in good repair.

17. **RISK OF LOSS.** LESSEE hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of EQUIPMENT from any cause whatsoever and no loss, theft, damage or destruction of EQUIPMENT shall relieve LESSEE of the obligation to pay rental or any other obligation of this LEASE. LESSEE shall promptly notify LESSOR in writing of any such loss, theft, damage or destruction of the EQUIPMENT. In the event of damage of any kind whatsoever to any item of EQUIPMENT (unless the same is damaged beyond repair), LESSEE, at the option of LESSOR, shall at LESSEE'S expense (a) place the same in good repair, condition and working order, (b) replace the same with like EQUIPMENT of the same or a later model, and in good repair, condition and working order. If the EQUIPMENT, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR an amount equal to the aggregate amount of unpaid total rent for the balance of the term of the LEASE plus an amount equal to the estimated value of the EQUIPMENT at the termination date of the LEASE. In addition to performing all other obligations of this LEASE. Upon such payment this LEASE shall terminate with respect to the EQUIPMENT so paid for, and LESSEE thereupon shall become entitled to the EQUIPMENT as-is-where-is, without warranty, express or implied.

18. **APPLICABLE LAW.** This LEASE shall be deemed to have been made in Onondaga County, New York, and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York.

19. **SEVERABILITY.** If any provision or any remedy be deemed invalid under any applicable law, such provision shall be inapplicable and omitted, but the remaining provisions shall be given effect.

20. **FINANCING STATEMENT.** The LESSEE hereby authorizes the LESSOR to file all necessary financing statements.

21. **NON-WAIVER.** LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions hereof shall not waive or diminish LESSOR'S right thereafter to demand strict compliance with the terms of this LEASE. LESSOR'S rights hereunder are cumulative and not alternative.

22. **MISCELLANEOUS.** This LEASE is irrevocable for the full term and shall be binding upon the LESSEE, the LESSEE'S successors, assigns and legal representatives.

LESSEE **ALFRED R. ORWICK**

ITEM LOCATION:

ADDRESS **RR 2 BOX 283**
**SAME AS LESSEE**

CITY **MORRISDALE** STATE **PA** ZIP **16858**

COUNTY **CLEARFIELD**
**INDIVIDUAL**

NAME OF PERSON TO CONTACT

SUPPLIER **LOGGERS EQUIP SALES & SERVICE**

ADDRESS **ROUTE 322 PO BOX 397**

CITY **BIGLER** STATE **PA** ZIP **16825**

SUPPLIER  
SALESPERSON

EQUIPMENT DESCRIPTION: QUANTITY, MANUFACTURER, ITEM(S), MODEL NO., SERIAL NO., AND/OR OTHER IDENTIFICATION

**1996 CLARK RANGER SKIDDER**

MODEL **F65**

S/N **F65C1010**

RENTAL AMOUNT PER PAYMENT PERIOD	PAYMENTS WILL BE MADE		INITIAL TERM OF LEASE (NO. MONTHS)	NO. OF LEASE PAYMENTS REMAINING	ADVANCE PAYMENT
	MONTHLY	OTHER			
\$1,724.00	<b>X</b>		<b>60</b>	<b>58</b>	<b>\$3,448.00</b>

PAYMENT SCHEDULE

EACH LEASE PAYMENT IS SUBJECT TO SALES TAX OF PERCENTAGES OR AMOUNTS AS MAY FROM TIME TO TIME BE IN EFFECT. THE LESSEE IS RESPONSIBLE TO PROVIDE THE LESSOR AN EXEMPTION CERTIFICATE AS REQUIRED BY LAW.

EXHIBIT "TG" **X** YES ☐ NO; OTHER EXHIBITS (LIST):

### ACCEPTANCE NOTICE

ACCEPTANCE DATE 10-18-96

SIGNED BY Alfred R Orwick

ALL THE ITEMS REFERRED TO ABOVE WERE RECEIVED BY US AND WERE AND ARE IN GOOD ORDER AND CONDITION AND ACCEPTABLE TO US. WE APPROVE FULL PAYMENT BY YOU TO THE SUPPLIER(S). WE UNDERSTAND THAT YOU MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE LEASED ITEMS AS MORE FULLY SET FORTH IN PARAGRAPH 4 OF THE LEASE.

TITLE LESSEE
(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

SIGNED BY \_\_\_\_\_

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

SIGNED BY \_\_\_\_\_

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

SIGNED BY \_\_\_\_\_

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE, OR GENERAL PARTNER, OR A PARTNER, OR LESSEE)

NO SUPPLIER OR AGENT THEREOF IS AUTHORIZED TO WAIVE OR MODIFY ANY TERM OF THIS LEASE AGREEMENT.

IF THE DATE IS OMITTED THE LESSEE AUTHORIZES THE LESSOR TO COMPLETE THIS ACCEPTANCE BY DATING IT ON THE LESSEE'S BEHALF WHEN AUTHORIZED BY TELEPHONE OR IN PERSON TO DO SO.

**VENDOR:** This acceptance must be signed by Lessee and returned to us before your invoice can be paid.

## Amendment of Lease Agreement

Date: September 3, 1998  
Lessor: Telmark Inc., P.O. Box 4943, Syracuse, New York 13221  
Lessee: ALFRED R & MARY KAY ORWICK, RR 2 BOX 283, MORRISDALE PA 16858  
Lease No.: 44-010-23405-00-23293  
Description: 1996 CLARK RANGER SKIDDER MODEL F65 SERIAL #F65C1010, more fully described in lease agreement acquired on 10/16/96.

---


In consideration of an amendment fee of \$50.00, Lessor and Lessee hereby agree to amend the current remaining payment schedule as follows:

38 MONTHLY RENTAL PAYMENTS AT \$1724.00 EACH COMMENCING 10/15/98

All other terms and conditions of this lease agreement remain in full force and effect.

Legal Name of Lessee: ALFRED R & MARY KAY ORWICK

Signed By:

  
ALFRED ORWICK, Individual Lessee

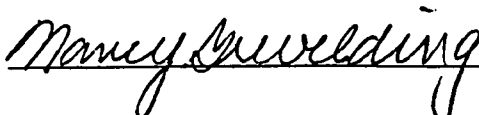
Signed By:

  
MARY KAY ORWICK, Individual Lessee

### FOR OFFICE USE ONLY

TELMARK INC.

Accepted By:



Date:

9/14/98

# AMENDMENT OF LEASE AGREEMENT

LESSOR: TELMARK LLC (formerly Telmark Inc.)  
PO BOX 4943, SYRACUSE, NEW YORK 13221  
LESSEE: ALFRED R ORWICK  
ADDRESS: RR2 BOX 283 MORRISDALE PA 16858

LEASE #: 44-010-23405-00-23293

LEASE DATE: 10/16/96 DESCRP: 1996 CLARK RANGER SKIDDER

IN CONSIDERATION OF A PROCESSING FEE OF \$50.00  
LESSOR AND LESSEE HEREBY AGREE TO THE REVISED PAYMENT SCHEDULE BELOW:

\*\*\*  
ALL OTHER TERMS AND CONDITIONS OF THIS LEASE AGREEMENT REMAIN IN  
FULL FORCE AND EFFECT  
\*\*\*

PLEASE NOTE: ALL RENTAL PAYMENTS ARE SUBJECT TO APPLICABLE SALES TAX.

IN THE EVENT THAT THIS AMENDMENT IS EXECUTED BY A CORPORATE OFFICER, MANAGING PARTNER OF AN LLP OR MANAGER OF AN LLC, THAT PERSON HEREBY CERTIFIES THAT HE/SH IS DULY AUTHORIZED TO EXECUTE SAME BY A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION AND/OR BY MEMBERS OF THE LLP OR LLC.

LESSEE: ALFRED R ORWICK

SIGNED BY:

*Alfred R. Orwick*

SIGNED BY: \_\_\_\_\_

## AMENDED SCHEDULE

1	Apr-99	1200.00	16	Jul-00	2032.00	31	Oct-01	2032.00	46	Jan-03	0.00
2	May-99	1200.00	17	Aug-00	2032.00	32	Nov-01	2032.00	47	Feb-03	0.00
3	Jun-99	1200.00	18	Sep-00	2032.00	33	Dec-01	2032.00	48	Mar-03	0.00
4	Jul-99	1200.00	19	Oct-00	2032.00	34	Jan-02	2032.00	49	Apr-03	0.00
5	Aug-99	1200.00	20	Nov-00	2032.00	35	Feb-02	residual	50	May-03	0.00
6	Sep-99	1200.00	21	Dec-00	2032.00	36	Mar-02	0.00	51	Jun-03	0.00
7	Oct-99	1200.00	22	Jan-01	2032.00	37	Apr-02	0.00	52	Jul-03	0.00
8	Nov-99	1200.00	23	Feb-01	2032.00	38	May-02	0.00	53	Aug-03	0.00
9	Dec-99	1200.00	24	Mar-01	2032.00	39	Jun-02	0.00	54	Sep-03	0.00
10	Jan-00	1200.00	25	Apr-01	2032.00	40	Jul-02	0.00	55	Oct-03	0.00
11	Feb-00	1200.00	26	May-01	2032.00	41	Aug-02	0.00	56	Nov-03	0.00
12	Mar-00	1200.00	27	Jun-01	2032.00	42	Sep-02	0.00	57	Dec-03	0.00
13	Apr-00	2032.00	28	Jul-01	2032.00	43	Oct-02	0.00	58	Jan-04	0.00
14	May-00	2032.00	29	Aug-01	2032.00	44	Nov-02	0.00	59	Feb-04	0.00
15	Jun-00	2032.00	30	Sep-01	2032.00	45	Dec-02	0.00	60	Mar-04	0.00

THESE AMOUNTS DO NOT INCLUDE APPLICABLE SALES TAX ON EACH RENTAL PAYMENT.

THIS AMENDMENT MUST REACH OUR OFFICE BY:

04/04/99

BELOW IS FOR OFFICE USE ONLY

ACCEPTED BY:

*Laurie Bobbitt*

ON

*4/9/99*

## **EXHIBIT “B”**

# CONTINUING INDIVIDUAL GUARANTY OF PAYMENT

In consideration of TELMARK INC. ("LESSOR") entering into a Lease Agreement with \_\_\_\_\_

ALFRED R. ORWICK

\_\_\_\_\_, hereinafter called the Lessee.

The undersigned (if more than one, then jointly and severally) hereby irrevocable, absolutely and unconditionally guarantees payment when due, whether by acceleration or otherwise, of the Lease Agreement, together with all other obligations or liabilities due and to become due to Lessor from Lessee, together with interest and all attorney's fees, costs and expenses incurred by the Lessor in enforcing this **CONTINUING INDIVIDUAL GUARANTY**.

The undersigned agrees that this Guaranty is and shall be an open and **CONTINUING INDIVIDUAL GUARANTY** and all obligations and liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon and shall continue in full force and effect, not withstanding any (a) change in rentals or other obligations under Lease Agreement, (b) renewals, modifications, additions or extensions thereto or extensions of time to perform any of the obligations thereunder; and guarantor waives notice of any such changes, renewals, modifications, additions, extensions or of any default by the Lessee thereunder.

This is to be a **CONTINUING INDIVIDUAL GUARANTY**, and the acceptance of any sum or sums on account of the acceptance of notes, drafts or any security from the Lessee, shall in no way weaken or impair the validity of this **CONTINUING INDIVIDUAL GUARANTY** and in the event Lessee defaults on any payment Lessor shall have the right to proceed against the undersigned at any time without any notice or demand for payment or any notice of Lessee's default and without any proceeding against the Lessee.

This guaranty shall not be affected in any manner by any change in the firm or status of the Lessee, whether caused by death, by the admission of any new member or members or by the withdrawal of any member or members or by any change from any cause whatsoever.

This guaranty shall remain in full force and effect until the undersigned shall have given notice in writing to make no further advances and to cancel this **CONTINUING INDIVIDUAL GUARANTY OF PAYMENT**.

This **CONTINUING INDIVIDUAL GUARANTY OF PAYMENT** shall bind the respective heirs, executors, administrators, successors and assigns of the undersigned.

DATE: The 16<sup>th</sup> day of Oct., 19 96

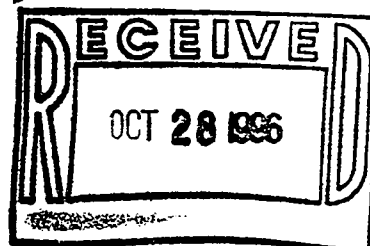
Mary Kay Orwick  
SIGNATURE  
Box 283  
LEGAL ADDRESS STREET  
Morrisdale Pa. 16858  
CITY STATE ZIP CODE

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
LEGAL ADDRESS STREET  
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CITY STATE ZIP CODE

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LEGAL ADDRESS STREET  
\_\_\_\_\_  
CITY STATE ZIP CODE

DISTRIBUTION: WHITE-TELMARK; YELLOW-LESSEE



**EXHIBIT "C"**

# Telmark LLC

April 5, 2001

ALFRED R ORWICK  
RR 2 BOX 283  
MORRISDALE PA 16858

Re: Lease No. 44-010-23405-00-23293

Past Due: February 15, 2001

Total Past Due: **\$4,630.91** as follows: \$4,064.00 Rental + \$243.84 State Tax + \$323.07 Late Charges

Dear Mr. & Mrs. Orwick:

Please consider this letter to be Telmark's formal demand for payment of **\$4,630.91** to be received in our office on or before **April 15, 2001**.

If this amount is not received, Telmark LLC (formerly Telmark Inc.) hereby exercises its right to declare the entire balance of the remaining rental payments of \$24,384.00, immediately due and payable, plus applicable sales tax, residual value, and any other charges including legal fees. Please refer to the default section of the lease agreement that you acquired on October 16, 1996.

If applicable, the remaining rental payments will be discounted as outlined in the Default section of the above referenced lease agreement. Discount will be entered upon entry of a final judgment, order or decree of the court.

**If payment is not received by April 15, 2001, Please take notice that Telmark intends to have the leased equipment picked up.**

PLEASE TAKE FURTHER NOTICE that Telmark may sell, lease, or otherwise dispose of said personal property pursuant to the terms and conditions of the lease agreement and will hold you personally responsible for any deficiency that may arise from this action. If you have any questions regarding the above, please contact me.

Sincerely,

Renee C. Woods  
Collection Specialist  
1-800-806-3294 ext. 7869

*P.O. Box 4943, Syracuse, NY 13221-4943  
Phone (800) 806-3294*



# Telmark LLC

April 5, 2001

MARY KAY ORWICK  
KNOX RUN ROAD  
LANSE, PA 16849

Re: Lease No. 44-010-23405-00-23293

Past Due: February 15, 2001

Total Past Due: **\$4,630.91** as follows: \$4,064.00 Rental + \$243.84 State Tax + \$323.07 Late Charges

Dear Mrs. Orwick:

Please consider this letter to be Telmark's formal demand for payment of **\$4,630.91** to be received in our office on or before **April 15, 2001**.

If this amount is not received, Telmark LLC (formerly Telmark Inc.) hereby exercises its right to declare the entire balance of the remaining rental payments of \$24,384.00, immediately due and payable, plus applicable sales tax, residual value, and any other charges including legal fees. Please refer to the default section of the lease agreement that you acquired on October 16, 1996.

If applicable, the remaining rental payments will be discounted as outlined in the Default section of the above referenced lease agreement. Discount will be entered upon entry of a final judgment, order or decree of the court.

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PLEASE TAKE FURTHER NOTICE that Telmark may sell, lease, or otherwise dispose of said personal property pursuant to the terms and conditions of the lease agreement and will hold you personally responsible for any deficiency that may arise from this action. If you have any questions regarding the above, please contact me.

Sincerely,

Renee C. Woods  
Collection Specialist  
1-800-806-3294 ext. 7869

*P.O. Box 4943, Syracuse, NY 13221-4943  
Phone (800) 806-3294*

**EXHIBIT "D"**

			Lease Balance Worksheet					
Date			7/12/2001					
Lessee			Alfred Orwick					
Lease #			23293					
Equipment			1996 Clark Ranger Skidder					
Remaining Rental Payments			\$ 24,384.00					
Sales Tax			\$ 1,463.04					
Late Charges			\$ 646.14					
Est. Residual Amount			\$ 8,000.00					
Sales Tax on Residual			\$ 480.00					
*****								
Accelerated Amount			\$ 34,973.18	***	Past due amounts are included in			
					this figure.			
Past Due Rental Amount			\$ 10,160.00					
Sales Tax			\$ 609.60					
Late Charges			\$ 646.14					
*****								
Past due from	2/15/2001		\$ 11,415.74					
Next Payment due	7/15/2001							

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

TELMARK, LLC, successor in interest to  
Telmark, Inc.,

Plaintiff,

vs.

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,

Defendant.

**CIVIL DIVISION**

**NO: 2001 - 1217 CD**

**TITLE OF PLEADING:**

PRAECIPE TO REINSTATE COMPLAINT

**FILED ON BEHALF OF:**

TELMARK, LLC., Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

**FILED**

**SEP 17 2001**

**William A. Shaw**  
Prothonotary

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

TELMARK, LLC, successor in interest to  
Telmark, Inc.,

**CIVIL DIVISION**

**NO: 2001 - 1217 CD**

Plaintiff,

**vs.**

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,

Defendant.

**PRAECIPE TO REINSTATE COMPLAINT**

TO: Prothonotary

Kindly reinstate the Complaint with respect to the above-referenced matter and mark the docket accordingly.

Respectfully submitted,

TELMARK, LLC

Date: 9/12/01

By:  

Owen W. Katz, Esquire

Pa. I. D. # 36473

938 Penn Avenue, 8<sup>th</sup> Floor

Pittsburgh, PA 15222

(412) 281-1015

FILED No cc

SEP 17 2001 11:50 AM

William A. Shaw  
Prothonotary

Complaint  
Reinstated to ~~my~~ staff  
Aug Katz pd. 7.00

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

TELMARK, LLC,

Plaintiff,

vs.

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,

Defendant.

**CIVIL DIVISION**

**NO: 2001 - 1217 CD**

**Code and Classification:**

**TITLE OF PLEADING:**

PLAINTIFF'S PRAECIPE FOR DEFAULT  
JUDGMENT PURSUANT TO Pa.R.C.P.  
1037(b) AGAINST MARY KAY ORWICK

**FILED ON BEHALF OF:**

Telmark, LLC, Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

**FILED**

**SEP 27 2001**

William A. Shaw  
Prothonotary

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

TELMARK, LLC,

**CIVIL DIVISION**

Plaintiff,

**NO: 2001 - 1217 CD**

vs.

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,

Defendant.

**PLAINTIFF'S PRAECIPE FOR DEFAULT JUDGMENT  
PURSUANT TO Pa.R.C.P. 1037(b) AGAINST MARY KAY ORWICK**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff TELMARK, LLC., and against Defendant, MARY KAY ORWICK, for failure to file an Answer or otherwise respond in the above captioned action at the number and term within (20) days from the date of service of the Complaint, and assess Plaintiff's damages against said Defendant as follows:

- (I) At Count I of the Complaint:  
Replevin for possession and delivery of a 1996 Clark Ranger Skidder, Model F65, s/n F65C1010; and
- (II) At Count II of the Complaint:

In personam judgment, in the amount of:

Principal	\$34,973.18	
Attorney Fees (as per Complaint):	\$ 1,500.00	
Interest (@6% from 04/15/01)		
(\$5.75/day for 159 days):	<u>\$ 914.25</u>	
TOTAL	<u>\$37,387.43</u>	PLUS COSTS



I certify that a written notice of intention to file this praecipe was mailed to Defendant after the default occurred and at least ten (10) days before the date of filing this praecipe. A copy of the notice is attached. I further certify that the defendant is not in active military service. The undersigned verifies that statements of fact in this praecipe are true and correct and are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsifications to authorities.

Respectfully Submitted:

TELMARK, LLC.

Date: 9/21/01

By: 

Owen W. Katz, Esq.

Pa. I. D. # 36473

938 Penn Avenue, 8<sup>th</sup> Floor

Pittsburgh, PA 15222

(412) 281-1015

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

TELMARK, LLC, successor in interest to  
Telmark, Inc.,  
Plaintiff,

**CIVIL DIVISION**

**NO: 2001 - 1217 CD**

**vs.**

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,  
Defendant.

**IMPORTANT NOTICE**

TO: Mary Kay Orwick  
P.O. Box 91, Knox Run Road  
Lanse, PA 16849

Date of Notice: August 30, 2001

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 JUDGEMENT 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  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641

TELMARK, LLC

By: 

Owen W. Katz, Esq.

Pa. I. D. # 36473

938 Penn Avenue, 8<sup>th</sup> Floor

Pittsburgh, PA 15222

(412) 281-1015

FILED

SEP 27 2001

m/p. 261 atty Katz  
William A. Shaw  
Prothonotary

pd \$2000

met. to Dy. M. Orwick only  
Statement to atty Katz.

*[Signature]*

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

Telmark, LLC  
Telmark, Inc.  
Plaintiff(s)

No.: 2001-01217-CD

Real Debt: \$37,387.43

Atty's Comm:

Vs.

Costs: \$

Int. From:

Alfred R. Orwick  
Mary Kay Orwick  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 27, 2001

Expires: September 27, 2006

Certified from the record this 27th of September, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC, successor in interest to  
Telmark, Inc.,  
Plaintiff,

CIVIL DIVISION

NO: 2001 - 1217 CD

vs.

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,  
Defendant.

**NOTICE OF JUDGMENT**

TO: Mary Kay Orwick  
P.O. Box 91, Knox Run Road  
Lanse, PA 16849

You are hereby notified that the following Order, Decree or Judgment has been entered against  
you on September 27, 2001

- ☐ Decree Nisi in Equity.  
☐ Final Decree in Equity.  
☒ Judgment of ☐ Confession ☐ Verdict  
☐ Default ☐ Non-Suit  
☐ Non-Pros ☐ Arbitration Award
- ☒ Judgment at Count I of the Complaint in Replevin for possession and delivery of a 1996 Clark  
Ranger Skidder, Model F65, s/n F65C1010; and, at Count II of the Complaint, in personam  
judgement in the amount of \$37,387.43, PLUS COSTS.
- ☐ District Justice Transcript of Judgment in (Assumpsit/Trespass) in the amount of  
\$ \_\_\_\_\_, PLUS COSTS.
- ☐ If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended  
by the Pennsylvania Department of Transportation.

PROTHONOTARY

By: 

Deputy

If you should have any questions regarding the above, please contact:

Owen W. Katz, Esq.  
Counsel for Plaintiff  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

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

Sheriff Docket # 11310

TELMARK, LLC, successor in interest to Telmark, Inc.

01-1217-CD

VS.

ORWICK, ALFRED R. & MARY KAY

COMPLAINT

**SHERIFF RETURNS**

NOW SEPTEMBER 28, 2001 AT 1:15 PM DST SERVED THE WITHIN COMPLAINT ON ALFRED R. ORWICK, DEFENDANT AT THE CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ALFRED R. ORWICK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: RYEN

**Return Costs**

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

**FILED**

OCT 01 2001

01330pm  
William A. Shaw  
Prothonotary

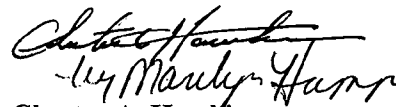
Sworn to Before Me This

1st Day Of October 2001



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

So Answers,



Chester A. Hawkins  
Sheriff

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

TELMARK, LLC,

Plaintiff,

vs.

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,

Defendant.

**CIVIL DIVISION**

**NO: 2001 - 1217 CD**

**Code and Classification:**

**TITLE OF PLEADING:**

PLAINTIFF'S PRAECIPE FOR DEFAULT  
JUDGMENT PURSUANT TO Pa.R.C.P.  
1037(b) AGAINST ALFRED R. ORWICK

**FILED ON BEHALF OF:**

Telmark, LLC, Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

**FILED**

**OCT 31 2001**

**William A. Shaw**  
**Prothonotary**

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

TELMARK, LLC,

**CIVIL DIVISION**

Plaintiff,

**NO: 2001 - 1217 CD**

**vs.**

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,

Defendant.

**PLAINTIFF'S PRAECIPE FOR DEFAULT JUDGMENT  
PURSUANT TO Pa.R.C.P. 1037(b) AGAINST ALFRED R. ORWICK**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff TELMARK, LLC., and against Defendant, ALFRED R. ORWICK, for failure to file an Answer or otherwise respond in the above captioned action at the number and term within (20) days from the date of service of the Complaint, and assess Plaintiff's damages against said Defendant as follows:

(I) At Count I of the Complaint:  
Replevin for possession and delivery of a 1996 Clark Ranger Skidder, Model F65, s/n F65C1010; and

(II) At Count II of the Complaint:

In personam judgment, in the amount of:

Principal	\$34,973.18	
Attorney Fees (as per Complaint):	\$ 1,500.00	
Interest (@6% from 04/15/01)		
(\$5.75/day for 159 days):	<u>\$ 914.25</u>	
TOTAL	<u>\$37,387.43</u>	PLUS COSTS



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

TELMARK, LLC, successor in interest to  
Telmark, Inc.,  
Plaintiff,

**CIVIL DIVISION**

**NO: 2001 - 1217 CD**

**vs.**

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,  
Defendant.

**IMPORTANT NOTICE**

TO: ALFRED R. ORWICK  
RR 2, Box 283  
Morrisdale, PA 16858

Date of Notice: October 19, 2001

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 JUDGEMENT 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  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641

TELMARK, LLC

By: 

Owen W. Katz, Esq.

Pa. I. D. # 36473

938 Penn Avenue, 8<sup>th</sup> Floor

Pittsburgh, PA 15222

(412) 281-1015

FILED

OCT 31 2001  
M.B. Dwyer  
William A. Shaw  
Prothonotary

Kate pd \$26.00  
note to Dwy.  
Set to atty Katz  
~~for~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC, successor in interest to  
Telmark, Inc.,  
Plaintiff,

CIVIL DIVISION

NO: 2001 - 1217 CD

vs.

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,  
Defendant.

COPY

NOTICE OF JUDGMENT

TO: ALFRED R. ORWICK  
RR 2, Box 283  
Morrisdale, PA 16858

You are hereby notified that the following Order, Decree or Judgment has been entered against  
you on October 31, 2001

- ☐ Decree Nisi in Equity.
- ☐ Final Decree in Equity.
- ☒ Judgment of ☐ Confession ☐ Verdict
- ☐ Default ☐ Non-Suit
- ☐ Non-Pros ☐ Arbitration Award
- ☒ Judgment at Count I of the Complaint in Replevin for possession and delivery of a 1996 Clark Ranger Skidder, Model F65, s/n F65C1010; and, at Count II of the Complaint, in personam judgement in the amount of \$37,387.43, PLUS COSTS.
- ☐ District Justice Transcript of Judgment in (Assumpsit/Trespass) in the amount of \$ \_\_\_\_\_, PLUS COSTS.
- ☐ If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended by the Pennsylvania Department of Transportation.

PROTHONOTARY

By: [Signature]  
Deputy

If you should have any questions regarding the above, please contact:

Owen W. Katz, Esq.  
Counsel for Plaintiff  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

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

Telmark, LLC  
Telmark, Inc.  
Plaintiff(s)

No.: 2001-01217-CD

Real Debt: \$37,387.43

Atty's Comm:

Vs.

Costs: \$

Int. From:

Alfred R. Orwick  
Mary Kay Orwick  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 31, 2001

Expires: October 31, 2006

Certified from the record this 31st of October, 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

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

TELMARK, LLC, successor in interest to  
Telmark, Inc.,

Plaintiff,

**vs.**

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,

Defendant.

**CIVIL DIVISION**

**NO: 2001 - 1217 CD**

**TITLE OF PLEADING:**

PRAECIPE TO SATISFY

**FILED ON BEHALF OF:**

TELMARK, LLC., Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue  
Pittsburgh, PA 15222  
(412) 281-1015

**FILED**

**JUL 11 2002**

William A. Shaw  
Prothonotary

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

TELMARK, LLC, successor in interest to  
Telmark, Inc.,

**CIVIL DIVISION**

**NO: 2001 - 1217 CD**

Plaintiff,

**vs.**

ALFRED R. ORWICK, and MARY KAY  
ORWICK, his wife,

Defendant.

**PRAECIPE TO SATISFY**

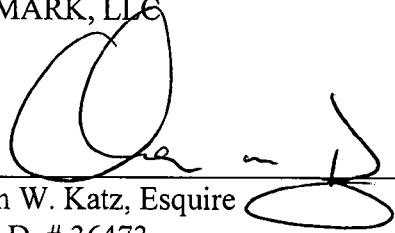
TO THE PROTHONOTARY:

Kindly mark the judgment in the above-captioned matter satisfied.

Respectfully submitted,

TELMARK, LLC

Date: 7/5/02

By:   
Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue  
Pittsburgh, PA 15222  
(412) 281-1015

FILED

JUL 11 2002

3 19:12 ~~at~~

Atty pd.

\$7.00

Sent. to Atty

William A. Shaw  
Prothonotary



COPY

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2001-01217-CD

Telmark, LLC, successor in interest  
to Telmark, Inc.

Debt: \$37,387.43

Vs.

Atty's Comm.:

Alfred R. Orwick, and  
Mary Kay Orwick, his wife

Interest From:

Cost: \$7.00

NOW, Thursday, July 11, 2002 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 11th day of July, A.D. 2002.

\_\_\_\_\_  
Prothonotary