

01-196-CD

J. RICHARD FULLINGTON, SR. et al -vs- J. RICHARD FULLINGTON, JR.
et al

J. RICHARD FULLINGTON, SR. and : IN THE COURT OF COMMON PLEAS
FULLINGTON AUTO BUS COMPANY, : CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiffs

v.

NO. 01 1996 CD

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/
Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC
SALES, INC.; JOSEPH F.
DELLANTONIO; RVG MANAGEMENT &
DEVELOPMENT COMPANY,

Defendants

CIVIL ACTION - LAW AND EQUITY

**DEFENDANT RVG MANAGEMENT & DEVELOPMENT CO.'S RESPONSE TO PETITION
FOR PRELIMINARY INJUNCTION**

AND NOW, comes Defendant, RVG Management & Development Co.,
by and through its attorneys, Law Offices Stephen C. Nudel, PC,
and respectfully files this Response to Petition for Preliminary
Injunction as follows:

1. Admitted upon information and belief.
2. Admitted upon information and belief.
3. Admitted.

4. Denied. After reasonable investigation, Defendant is
without belief or knowledge as to the truth or accuracy of the
averment set forth in paragraph 4. To the extent relevant, proof
thereof is demanded at trial.

5. Denied as stated. Defendant's proper name is RVG
Management & Development Co. By way of further response,
Defendant has a principal place of business in Worthington,
Pennsylvania.

FILED

JAN 21 2002

William A. Shaw
Prothonotary

6. Denied. The averment contained in paragraph 6 is a conclusion of law to which no response is required. By way of further response, after reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averment set forth in paragraph 6. To the extent relevant, proof thereof is demanded at trial.

7. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 7. To the extent relevant, proof thereof is demanded at trial.

8. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 8. To the extent relevant, proof thereof is demanded at trial.

9. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 9. To the extent relevant, proof thereof is demanded at trial.

10. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 10. To the extent relevant, proof thereof is demanded at trial.

11. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 11. To the extent relevant, proof thereof is demanded at trial.

12. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 12. To the extent relevant, proof thereof is demanded at trial.

13. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 13. To the extent relevant, proof thereof is demanded at trial.

14. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 14. To the extent relevant, proof thereof is demanded at trial.

15. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 15. To the extent relevant, proof thereof is demanded at trial.

16. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 16. To the extent relevant, proof thereof is demanded at trial.

17. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 17. To the extent relevant, proof thereof is demanded at trial.

18. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the

averments set forth in paragraph 18. To the extent relevant, proof thereof is demanded at trial.

19. Denied. The Agreement speaks for itself.

20. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 20. To the extent relevant, proof thereof is demanded at trial. By way of further response, the averment contained in paragraph 20 is a conclusion of law to which no response is required.

21. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 21. To the extent relevant, proof thereof is demanded at trial.

22. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 22. To the extent relevant, proof thereof is demanded at trial.

23. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 23. To the extent relevant, proof thereof is demanded at trial. By way of further response, Fullington GMC Sales, Inc. has entered into an Agreement of Sale with RVG Management & Development Co. for the DuBois Property.

24. Denied as stated. The correspondence attached as Exhibit "D" of Plaintiffs' Petition speaks for itself.

25. Denied. After reasonable investigation, Defendant is

without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 25. To the extent relevant, proof thereof is demanded at trial. By way of further response, there is a fully executed, legally binding and enforceable Agreement of Sale for the DuBois Property.

26. Denied. The averment contained in paragraph 26 is a conclusion of law to which no response is required. By way of further response, after reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 26. To the extent relevant, proof thereof is demanded at trial.

27. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 27. To the extent relevant, proof thereof is demanded at trial.

28. Denied as stated. It is acknowledged that correspondence from representatives of Plaintiff has been received and the content thereof is understood.

29. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 29. To the extent relevant, proof thereof is demanded at trial. By way of further response, the averment contained in paragraph 29 is a conclusion of law to which no response is required.

30. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the

averments set forth in paragraph 30. To the extent relevant, proof thereof is demanded at trial. By way of further response, an Agreement of Sale has been executed for the DuBois Property.

31. Denied. The averment contained in paragraph 31 is a conclusion of law to which no response is required.

32. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 32. To the extent relevant, proof thereof is demanded at trial.

33. Denied. The averment contained in paragraph 33 is a conclusion of law to which no response is required.

34. Denied. The averment contained in paragraph 34 is a conclusion of law to which no response is required.

35. Denied. The averment contained in paragraph 35 is a conclusion of law to which no response is required.

36. Denied. The averment contained in paragraph 36 is a conclusion of law to which no response is required.

37. Denied. The averment contained in paragraph 37 is a conclusion of law to which no response is required.

38. Denied. The averment contained in paragraph 38 is a conclusion of law to which no response is required.

39. Denied. To the contrary, the Complaint attached to the Petition for Preliminary Injunction is neither a filed nor verified Complaint. By way of further response, the Complaint lacks Plaintiffs' signature, signature of counsel, and a date.

40. Denied. The averment contained in paragraph 40 is a

conclusion of law to which no response is required.

41. Denied. The averment contained in paragraph 41 is a conclusion of law to which no response is required.

WHEREFORE, Defendant, RVG Management & Development Co., respectfully requests this Honorable Court to dismiss Plaintiffs' Petition for Injunction.

NEW MATTER

42. Paragraphs 1 through 41 are hereby incorporated by reference as if set forth at length.

43. Defendant, RVG Management & Development Co., has entered into an Agreement of Sale dated September 25, 2001, for the DuBois Property with Fullington GMC Sales, Inc.

44. Defendant, RVG Management & Development Co., is a bona fide purchaser.

45. Plaintiff, Fullington Auto Bus Company ("Fullington Bus"), has no right to the relief requested; it is not an owner of the DuBois Property, but simply a Lessee, subject to the terms and conditions of a Lease between itself and Defendant, Fullington GMC Sales, Inc.

46. Plaintiffs have failed to aver that the terms of the Lease between Fullington Auto Bus Company and Fullington GMC Sales, Inc. does not permit the sale.

47. Providing a Lessee standing to control a transfer of a Landlord's property would be contrary to Pennsylvania jurisprudence.

48. Plaintiff, Fullington Bus, has requested this Court to

48. Plaintiff, Fullington Bus, has requested this Court to void a valid Agreement of Sale based solely upon a Lease interest.

49. Plaintiff, Fullington Bus, is not likely to succeed on the merits of its claim with respect to the sale of the property as it holds no ownership interest.

50. Plaintiff, Fullington Bus, is not a party to the underlying Agreement.

51. Plaintiff, Fullington Bus, has no standing in this matter.

52. Plaintiff, J. Richard Fullington, Sr.'s ("Fullington Sr."), only interest in the instant Action is as a shareholder in Fullington GMC Sales, Inc.

53. As a shareholder, Plaintiff, Fullington Sr., has no unique interest in individual assets of the Corporation.

54. Plaintiffs can show no immediate irreparable harm other than a mere breach of contract.

55. Plaintiffs are not likely to succeed on the merits as RVG is a bona fide purchaser without notice of the Shareholders' Agreement.

56. Plaintiffs' alleged damages may be compensated by damages.

57. Plaintiffs are not entitled to an injunction as they have no standing or right to the relief requested.

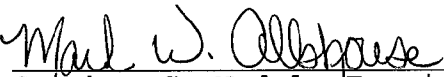
WHEREFORE, Defendant, RVG Management & Development Co., respectfully requests this Honorable Court to dismiss Plaintiffs'

Petition for Injunction and award costs of suit and attorneys fees.

Respectfully submitted,

LAW OFFICES STEPHEN C. NUDEL, PC

Date: 1/18/02



Stephen C. Nudel, Esquire
Attorney ID #41703
Mark W. Allshouse, Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
Attorneys for Defendant,
RVG Management & Development Co.

J. RICHARD FULLINGTON, SR. and	:	IN THE COURT OF COMMON PLEAS
FULLINGTON AUTO BUS COMPANY,	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
Plaintiffs	:	
	:	
v.	:	NO. 01 1996 CD
	:	
J. RICHARD FULLINGTON, JR.,	:	
individually and as Majority	:	
Shareholder and Officer/	:	
Director of Fullington GMC	:	
Sales, Inc.; FULLINGTON GMC	:	
SALES, INC.; JOSEPH F.	:	
DELLANTONIO; RVG MANAGEMENT &	:	
DEVELOPMENT COMPANY,	:	
	:	CIVIL ACTION - LAW AND EQUITY
Defendants	:	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been duly served upon the following, by depositing a copy of the same in the United States Mail, first-class, postage prepaid, at Harrisburg, Pennsylvania, as follows:

John A. Snyder, Esquire
McQuaide, Blasko, Schwartz,
Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801

Mr. James Naddeo, Esquire
211 1/2 East Locust Street
Marino Building, PO Box 552
PO Box 552
Clearfield, PA 16830

J. Richard Fullington, Jr.
929 South 6th Street
Clearfield, PA 16830

Fullington GMC Sales, Inc.
(State Route 879 & I-80)
P.O. Box 290
Clearfield, PA 16830

Date: 1/18/02

Mark W. Allshouse
Mark W. Allshouse, Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
Attorney for Defendant
RVG Management & Development Co.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
NO. 01 1996 CD
CIVIL ACTION-LAW AND EQUITY

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

PLAINTIFF

V.

J. RICHARD FULLINGTON, JR.,
et al.,

DEFENDANT

DEFENDANT RVG MANAGEMENT &
DEVELOPMENT CO.'S RESPONSE TO
PETITION FOR PRELIMINARY
INJUNCTION

LAW OFFICES
STEPHEN C. NUDEL, PC

219 Pine Street
Harrisburg, Pennsylvania 17101

(717) 236-5000

JAN 20 1997
0111-3814 cc aty
J. RICHARD A. SHAW
CIVIL ACTION
KRS

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

J. RICHARD FULLINGTON, SR. and :
FULLINGTON AUTO BUS COMPANY :

VS. : NO. 01-1996-CD

J. RICHARD FULLINGTON JR., :
FULLINGTON GMC SALES, INC., :
JOSEPH F. DELLANTONIO, :
RVG MANAGEMENT and :
DEVELOPMENT COMPANY :

AND

COMMONWEALTH OF PENNSYLVANIA, :
DEPARTMENT OF TRANSPORTATION, :
BUREAU OF MOTOR VEHICLES :

VS. : NO. 02-64-CD

FULLINGTON GMC SALES, INC. t/a :
FULLINGTON BUICK-OLDSMOBILE- :
CADILLAC-GMC TRUCK :

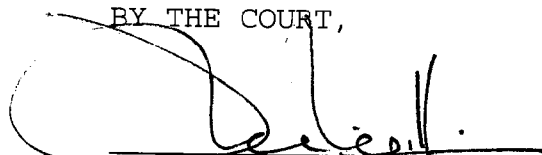
INTERIM ORDER

NOW, this 8th day of February, 2002, J. Richard Fullington, Jr., and Fullington GMC Sales, Inc., are enjoined from disposing of any corporate assets or taking any further action with respect to the DuBois property until further order.

2. The request for additional bonds is denied.

3. The Court Administrator shall be prepared to set a further full-day hearing at a time convenient to the Court and the parties.

BY THE COURT,



J. MICHAEL WILLIAMSON
Specially Presiding

FILED

FEB 14 2002

William A. Shaw
Prothonotary

FILED

FEB 14 2002

01:38 p.m.

William A. Shaw

Prothonotary

WAS

ER

2 cc Atty Daddio
2 cc Atty Snyder
2 cc Atty Althouse
2 cc Atty Kuchar
2 cc Atty Zulli

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

Type of Pleading:
Certificate of Service

Filed on Behalf of:
Plaintiffs

Counsel of Record for
this Party:
John A. Snyder
McQuaide, Blasko, Schwartz, Fleming &
Faulkner, Inc.
811 University Drive
State College, PA 16801
(814) 238-4926
Fax: (814) 238-9624

FILED

FEB 15 2002

W/1:05 PM
William A. Shaw
Prothonotary

no c/c
[Signature]

FILED

FEB 15 2002

William A. Shaw
Prothonotary

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

J. RICHARD FULLINGTON, SR.
and FULLINGTON AUTO BUS
COMPANY

vs.

No. 01-1996-CD

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/Director of
Fullington GMC Sales, Inc.:
FULLINGTON GMC SALES, INC.:
JOSEPH F. DELLANTONIO: RVG
MAMAGEMENT and
DEVELOPMENT COMPANY

ORDER

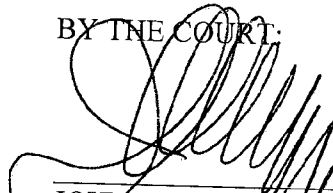
AND NOW, this 19th day of February, 2002, it is the ORDER of
the Court that Argument/Hearing on all outstanding issues in the above matter has
been scheduled for **Wednesday, March 6, 2002 at 9:00 A.M.** before the Honorable
J. Michael Williamson, Specially Presiding, in Courtroom No. 1, Clearfield County
Courthouse, Clearfield, PA. One-half (1/2) day has been allotted for this matter.

FILED

FEB 19 2002

William A. Shaw
Prothonotary

BY THE COURT:


JOHN K. REILLY, JR.
President Judge

FILED

FEB 19 2002

8/11 37 a.m.
William A. Shaw
Prothonotary

2 cc to Atty Snyder

1 cc to Atty Allshouse

1 cc to Atty Haddad

1 cc to J. Michael Williamson, Judge.

gms

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
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and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

Type of Pleading:
Certificate of Service

Filed on Behalf of:
Plaintiffs

Counsel of Record for
this Party:
John A. Snyder
McQuaide, Blasko, Schwartz, Fleming &
Faulkner, Inc.
811 University Drive
State College, PA 16801
(814) 238-4926
Fax: (814) 238-9624

FILED

FEB 15 2002

m/1:05/ny
William A. Shaw
Prothonotary

m c/c [Signature]

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Court's issued Order of February 8, 2002, concerning Defendant DellAntonio was served via U.S. 1st Class Mail, postage prepaid, on this 14th day of February, 2002, to the attorneys/parties of record:

Stephen C. Nudel, Esquire
Mark W. Allshouse, Esquire
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
(Attorney for Defendant RVG
Management and Development
Company)

James A. Naddeo, Esquire
211½ East Locust Street
Marino Building
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601
(Attorney for Defendants Fullington
and Joseph F. DellAntonio)

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By:


John A. Snyder

I. D. No. 66295

Katherine V. Oliver

I.D. No. 77069

811 University Drive

State College, PA 16801

(814) 238-4926

Attorneys for Plaintiffs

CA

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

J. RICHARD FULLINGTON, SR.
and FULLINGTON AUTO BUS
COMPANY

vs.

No. 01-1996-CD

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/Director of
Fullington GMC Sales, Inc.:
FULLINGTON GMC SALES, INC.:
JOSEPH F. DELLANTONIO: RVG
MAMAGEMENT and
DEVELOPMENT COMPANY

ORDER

AND NOW, this 19th day of February, 2002, it is the ORDER of
the Court that Argument/Hearing on all outstanding issues in the above matter has
been scheduled for **Wednesday, March 6, 2002 at 9:00 A.M.** before the Honorable
J. Michael Williamson, Specially Presiding, in Courtroom No. 1, Clearfield County
Courthouse, Clearfield, PA. One-half (1/2) day has been allotted for this matter.

FILED

FEB 19 2002

William A. Shaw
Prothonotary

BY THE COURT:


JOHN K. REILLY, JR.

President Judge

FILED

FEB 19 2002

0/11:37 a.m.
William A. Shaw
Prothonotary

2 cc to Atty Snyder

1 cc to Atty Callhouse

1 cc to Atty Naddo

1 cc to J. Michael Williamson, Judge.

gsk

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

Type of Pleading:
Certificate of Service

Filed on Behalf of:
Plaintiffs

Counsel of Record for
this Party:

John A. Snyder
McQuaide, Blasko, Schwartz, Fleming &
Faulkner, Inc.
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(814) 238-4926
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FILED

FEB 20 2002

WAS
92 *m/2331 noc*
William A. Shaw
Prothonotary

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

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Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

CERTIFICATE OF SERVICE

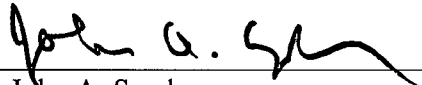
I hereby certify that a true and correct copy of the Court's issued Order of February 8, 2002, concerning Defendants Fullington and DellAntonio's Request for Additional Bonds and rescheduling of another hearing date was served via U.S. 1st Class Mail, postage prepaid, on this 19th day of February, 2002, to the attorneys/parties of record:

Stephen C. Nudel, Esquire
Mark W. Allshouse, Esquire
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
(Attorney for Defendant RVG
Management and Development
Company)

James A. Naddeo, Esquire
211½ East Locust Street
Marino Building
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601
(Attorney for Defendants Fullington
and Joseph F. DellAntonio)

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By:


John A. Snyder
I. D. No. 66295
Katherine V. Oliver
I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
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FULLINGTON AUTO BUS COMPANY,

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RVG MANAGEMENT and
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Defendants.

No. 01-1996-CD

Type of Pleading:
Certificate of Service

Filed on Behalf of:
Plaintiffs

Counsel of Record for
this Party:

John A. Snyder

McQuaide, Blasko, Schwartz, Fleming &
Faulkner, Inc.

811 University Drive

State College, PA 16801

(814) 238-4926

Fax: (814) 238-9624

FILED

FEB 25 2002

m11:31/11002
William A. Shaw
Prothonotary

WAS

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
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Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Plaintiffs' Interrogatories (Set One) and Request for Production of Documents (Set One) directed to Defendant RVG Management and Development Company, was served on this 22nd day of February, 2002, to the attorneys/parties of record and in the manner indicated as follows:

Via FAX & 1st Class Mail

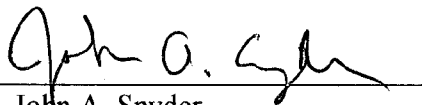
Stephen C. Nudel, Esquire
Mark W. Allshouse, Esquire
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
(Attorney for Defendant RVG
Management and Development
Company)

Via 1st Class Mail

James A. Naddeo, Esquire
211½ East Locust Street
Marino Building
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601
(Attorney for Defendants Fullington
and Joseph F. DellAntonio)

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By:



John A. Snyder
I. D. No. 66295
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiffs

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11885

FULLINGTON, J. RICHARD SR., & FULLINGTON AUTO BUS COMPANY 01-1996-CD

VS.

FULLINGTON, J. RICHARD, JR., al

COMPLAINT & PETITION FOR PRELIMINARY INJUNCTION

SHERIFF RETURNS

NOW DECEMBER 21, 2001 AT 7:59 AM EST SERVED THE WITHIN COMPLAINT & PETITION FOR PRELIMINARY INJUNCTION ON FULLINGTON GMC SALES, INC., DEFENDANT AT EMPLOYMENT, RT 879 & I-80, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO J. RICHARD FULLINGTON, JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT & PETITION FOR PRELIMINARY INJUNCTION AND MADE KNOWN TO HIM THE CONTENTS THEREOF. SERVED BY: NEVLING.

NOW DECEMBER 21, 2001 AT 7:59 AM EST SERVED THE WITHIN COMPLAINT & PETITION FOR PRELIMINARY INJUNCTION ON J. RICHARD FULLINGTON JR. I/a/a Majority shareholder & officer Director of Fullington GMC Sales, Inc., DEFENDANT AT EMPLOYMENT, RT 879 & I-80, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO J. RICHARD FULLINGTON JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT & PETITION FOR PRELIMINARY INJUNCTION AND MADE KNOWN TO HIM THE CONTENTS THEREOF. SERVED BY: NEVLING.

NOW DECEMBER 28, 2001 , R. THOMAS KLINE, SHERIFF OF CUMBERLAND COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT & PETITION FOR PRELIMINARY INJUNCTION ON RVG MANAGEMENT & DEVELOPMENT CO., DEFENDANT.

NOW JANUARY 2, 2002 SERVED THE WITHIN COMPLAINT & PETITION FOR PRELIMINARY INJUNCTION ON RVG MANAGEMENT & DEVELOPMENT CO., DEFENDANT BY DEPUTIZING THE SHERIFF OF CUMBERLAND COUNTY. THE RETURN OF SHERIFF KLINE IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED DOUG LEHMAN, ADULT IN CHARGE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11885

FULLINGTON, J. RICHARD SR., & FULLINGTON AUTO BUS COMPANY

01-1996-CD

VS.

FULLINGTON, J. RICHARD, JR., al

COMPLAINT & PETITION FOR PRELIMINARY INJUNCTION

SHERIFF RETURNS

Return Costs

Cost Description

51.48 SHFF. HAWKINS PAID BY: ATTY.

30.90 SHFF. KLINE PAID BY: ATTY.

30.00 SURCHARGE PAID BY: *atty*

112.38

Sworn to Before Me This

27th Day Of *February*, 2002

William A. Shaw

WILLIAM A. SHAW
Prothonotary

My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

E. K. S.

So Answers,

Chester A. Hawkins
by Marty Hamr

Chester A. Hawkins
Sheriff

FILED

FEB 27 2002

012111

William A. Shaw
Prothonotary

SHERIFF'S RETURN - REGULAR

11885

CASE NO: 2001-00897 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CUMBERLANDJ RICHARD FULLINGTON, SR ET A

VS

J RICHARD FULLINGTON, JR ET AL

J.M. ICKES, Sheriff or Deputy Sheriff of
Cumberland County, Pennsylvania, who being duly sworn according to law,
says, the within PETITION FOR PRELIMINARY was served upon
RVG MANAGEMENT & DEVELOPMENT the
DEFENDANT, at 0014:40 HOURS, on the 2nd day of January, 2002
at 1000 N. FRONT ST STE 500
WORMLEYSBURG, PA 17043 by handing to
DOUG LEHMAN (ADULT IN CHARGE)
a true and attested copy of PETITION FOR PRELIMINARY together with
INJUNCTION AND COMPLAINT

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:

Docketing	18.00
Service	10.40
Affidavit	2.50
Surcharge	.00
	.00
	30.90

So Answers:

R. Thomas Kline
R. Thomas Kline

01/02/2002
MCQUAIDE, BLASKO, SCHWARTZ

Sworn and Subscribed to before

me this 14th day of

By:

J. Michael Lake
Deputy Sheriff

January 2002 A.D.
CLAUDIA A. BREWEAKER, NOTARY PUBLIC
Carlisle Boro, Cumberland County
My Commission Expires April 4, 2005



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

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

CLEARFIELD COUNTY FAX
(814) 765-6089

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

J. RICHARD FULLINGTON, SR. &
FULLINGTON AUTO BUS CO.

TERM & NO. 01-1996-CD

VS

SERVE BY: ASAP

J. RICHARD FULLINGTON, al:
RVG MANAGEMENT & DEVELOPMENT CO.

DOCUMENT TO BE SERVED: COMPLAINT & *INJUNCTION*

MAKE REFUND PAYABLE TO: McQUAIDE BLASKO

SERVE: RVG MANAGEMENT & DEVELOPMENT

ADDRESS: 1000 N. FRONT ST., SUITE 500, WORMLEYSBURG, PA.

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

This Deputation being made at the request and risk of the Plaintiff this 28th day of December 2001.

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12150

FULLINGTON, J. RICHARD SR. al

01-1996-CD

VS.

FULLINGTON, J. RICHARD JR. AI

ORDER TO JOIN AS INVOLUNTARY PLAINTIFFS etc.

SHERIFF RETURNS

NOW FEBRUARY 27, 2002 AT 11:10 AM EST SERVED THE WITHIN ORDER TO JOIN AS INVOLUNTARY PLAINTIFF ETC. ON MS. DOROTHY ALBERT AT RESIDENCE, RR#4 BOX 1, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DOROTHY ALBERT A TRUE AND ATTESTED COPY OF THE ORIGINAL ORDER TO JOIN AS INVOLUNTARY PLAINTIFF ETC. AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW FEBRUARY 27, 2002 AT 11:15 AM EST SERVED THE WITHIN ORDER TO JOIN AS INVOLUNTARY PLAINTIFF ETC. ON MS. MILDRED L. FULLINGTON AT RESIDENCE, RR#4 BOX 2, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MILDRED L. FULLINGTON A TRUE AND ATTESTED COPY OF THE ORIGINAL ORDER TO JOIN AS INVOLUNTARY PLAINTIFF ETC. AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO.

Return Costs

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

FILED

MAR 01 2002
012971no cc
William A. Shaw
Prothonotary

Sworn to Before Me This

15th Day Of March 2002

William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Maudie Harris
Chester A. Hawkins
Sheriff

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

J. RICHARD FULLINGTON, SR., and)
FULLINGTON AUTO BUS COMPANY,)
Plaintiffs)

v.)

NO. 01-1996-CD)

J. RICHARD FULLINGTON, JR.,)
Individually and as Majority Shareholder)
and Officer/Director of Fullington GMC)
Sales, Inc.; FULLINGTON GMC SALES,)
INC.; JOSEPH F. DELLANTONIO; RVG)
MANAGEMENT AND DEVELOPMENT)
COMPANY,)
Defendants)

FILED

MAR 08 2002
01:14/rocc
William A. Shaw
Prothonotary

ORDER

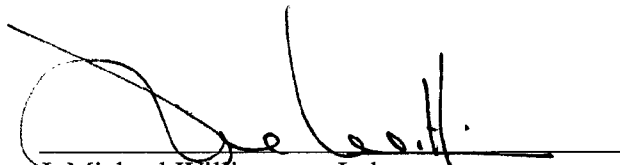
Based upon the recent change in corporate control of Fullington GMC Sales, Inc., the parties agree that J. Richard Fullington, Jr., has no authority to take any further action with respect to the conveyance of the DuBois property, or to sell, convey, encumber, or pledge any property, real or otherwise, owned by Fullington GMC Sales, Inc., or to otherwise bind Fullington GMC Sales, Inc. We recognize there remains a dispute as to the validity and enforceability of the September, 2001 Agreement of Sale purporting to convey the DuBois property and anticipate that RVG Management and Development Company will pursue resolution of that dispute through an action filed to a separate docket number over which we anticipate we shall preside. Based upon the foregoing agreements and understanding, IT IS HEREBY ORDERED AND DECREED this 7th day of March, 2002, that this action is dismissed as moot, including, without limitation, vacation of the preliminary injunction. The

J. MICHAEL WILLIAMSON
JUDGE

COURT OF COMMON PLEAS
25TH JUDICIAL DISTRICT
OF PENNSYLVANIA
COURT HOUSE
LOCK HAVEN, PA 17745

Prothonotary is directed to return to Plaintiff Fullington Auto Bus Company, Inc., the \$100.00 bond earlier deposited in this case.

BY THE COURT:

A handwritten signature in black ink, appearing to read 'J. Michael Williamson', is written over a horizontal line.

J. Michael Williamson, Judge
Specially Presiding
25th Judicial District of Pennsylvania

xc: John A. Snyder, Esquire
James A. Naddeo, Esquire
Stephen C. Nudel, Esquire
Court Administrator

J. MICHAEL WILLIAMSON

JUDGE

COURT OF COMMON PLEAS
25TH JUDICIAL DISTRICT
OF PENNSYLVANIA
COURT HOUSE
LOCK HAVEN, PA 17745



JUDGES CHAMBERS
TWENTY-FIFTH JUDICIAL DISTRICT OF PENNSYLVANIA
LOCK HAVEN, PENNSYLVANIA 17745

J. MICHAEL WILLIAMSON
JUDGE

570-893-4014
FAX 570-893-4126

March 7, 2002

William Shaw, Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: Fullington v. Fullington, et al.
No. 01-1996-CD

Dear Mr. Shaw:

Please file the enclosed Order in the above referenced matter. All copies
have been distributed.

Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "Carol E. Miller".

Carol E. Miller
Secretary to Judge Williamson

Enclosure

1232

CLEARFIELD COUNTY PROTHONOTARY 7-83

ESCROW ACCOUNT
P.O. BOX 549
CLEARFIELD, PA 16830

William A. Shaw

SEPT. 15 7-2008

60-629/313

PAY
TO THE
ORDER OF FULLINGTON AUTO BUS COMPANY

\$ 100.00

ONE HUNDRED AND 00/100

DOLLARS



Main Office
11 North 2nd Street
Clearfield, PA 16830

William A. Shaw

IMMA

FOR RETURN OF BOND PERCENT ORDER 3-8-02

⑆031306294⑆ 1 2 26577 211 1232

Clearfield County Court of Common Pleas

NO. 0020343

DISBURSEMENT

Monday, September 15, 2008

Paid to: Fullington Auto Bus Company

\$100.00

316 E. Cherry St

Clearfield PA 16830

One Hundred and 00/100 Dollars

Case: 2001-01996-CD

Fullington Sr., etal. vs. J. Richard Fullington Jr., etal.

For: Trust

100.00 William A. Shaw, Prothonotary/Clerk of Courts

By:

Deputy Clerk

Clerk: BILLSHAW

NOT NEGOTIABLE

LAW OFFICES
STEPHEN C. NUDEL, PC
219 Pine Street
Harrisburg, Pennsylvania 17101

STEPHEN C. NUDEL
MARK W. ALLSHOUSE

(717) 236-5000
FAX (717) 236-5080

VIA OVERNIGHT COURIER

January 18, 2002

Ms. Marcie Kelly
Deputy Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: Fullington v.
RVG Management & Development Co.
No. 01 1996 CD; Clearfield County

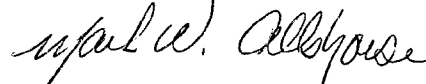
Dear Ms. Kelly:

Enclosed please find a courtesy copy of Defendant RVG's Response to Petition for Preliminary Injunction and Defendant RVG's Cross Petition for Declaratory Judgment regarding the above matter. Judge John K. Reilly, Jr. has already issued a scheduling order in this case setting February 8, 2002, at 1:30 P.M. in Court Room 1 for consideration of all outstanding motions in the above captioned matter to be heard by the Honorable J. Michael Williamson. Defendant RVG's Cross Petition for Declaratory Relief should therefore be scheduled to be heard at this hearing.

By copy of this letter I am advising the other parties to this case of my scheduling request.

Certainly advise with any questions.

Very truly yours,



Mark W. Allshouse

MWA/kb
Enc.

cc: John A. Snyder, Esquire
J. Richard Fullington, Jr.
Mr. James Naddeo
Fullington GMC Sales, Inc.
The Honorable J. Michael Williamson
Mr. Robert V. Gothier, Sr.

LAW OFFICES
STEPHEN C. NUDEL, PC
219 Pine Street
Harrisburg, Pennsylvania 17101

(717) 236-5000
FAX (717) 236-5080

STEPHEN C. NUDEL
MARK W. ALLSHOUSE

VIA OVERNIGHT COURIER

January 25, 2002

Office of Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: Fullington v.
RVG Management & Development Co.
No. 01 1996 CD; Clearfield County

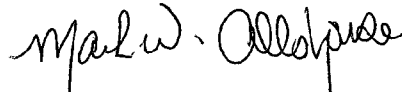
Dear Prothonotary:

Enclosed please find the original and five copies of Defendant RVG Management & Development Co.'s Brief in Support of Preliminary Objections to Plaintiffs Complaint regarding the above matter. Please file the original, time-stamp the copies and return them to me in the enclosed envelope.

Please telephone my office, collect if necessary, with any questions or concerns prior to returning the document unfiled.

Thank you for your cooperation.

Very truly yours,


Mark W. Allshouse

MWA/avs
Enc.

cc: Mr. Robert V. Gothier, Sr.

LAW OFFICES
STEPHEN C. NUDEL, PC
219 Pine Street
Harrisburg, Pennsylvania 17101

STEPHEN C. NUDEL
MARK W. ALLSHOUSE

(717) 236-5000
FAX (717) 236-5080

VIA OVERNIGHT COURIER

January 21, 2002

Ms. Marcie Kelly
Deputy Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: Fullington v.
RVG Management & Development Co.
No. 01 1996 CD; Clearfield County

Dear Ms. Kelly:

Enclosed please find a courtesy copy of Defendant RVG's Preliminary Objections to Plaintiffs Complaint regarding the above matter. Judge Reilly has issued a scheduling order in this case setting February 8, 2002, at 1:30 P.M. in Court Room 1 for consideration of all outstanding motions in the above captioned matter to be heard by the Honorable J. Michael Williamson. Defendant RVG's Preliminary Objection to Plaintiffs Complaint should therefore be scheduled to be heard at this hearing. The Brief in Support of these Preliminary Objections will be overnighted for filing no later than Friday January 25, 2002.

By copy of this letter I am advising the other parties to this case of my scheduling request.

Certainly advise with any questions.

Very truly yours,


Mark W. Allshouse

MWA/kb
Enc.

cc: John A. Snyder, Esquire
J. Richard Fullington, Jr.
Mr. James Naddeo
Fullington GMC Sales, Inc.
The Honorable J. Michael Williamson
Mr. Robert V. Gothier, Sr.



McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620
717-531-1199 FAX 717-531-1193
www.mcquaideblasko.com

Reply to: State College

February 7, 2002

Via Hand-Delivery

William Shaw, Prothonotary
Clearfield County Courthouse
P.O. Box 549
230 East Market Street
Clearfield, PA 16830

Re: J. Richard Fullington, Sr. and Fullington Auto Bus Company vs. J. Richard Fullington, Jr. and Fullington GMC Sales, Inc., et al., No. 01-1996-CD

Dear Mr. Shaw:

Enclosed please find Plaintiffs' Brief in Support of Preliminary Injunction, together with Certificate of Service.

Thank you for your attention this matter.

Very truly yours,

McQUAIDE BLASKO

KATHERINE V. OLIVER

KVO/sap
Enclosure
cc/Enc.:

All Parties of Record (Via Fax & 1st Class Mail)
The Honorable J. Michael Williamson (Via 1st Class Mail)
J. Richard Fullington, Sr.

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen
Wayne L. Mowery, Jr. Pamela A. Ruest Michelle S. Kaz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Michael J. Mohr Livinia N. Jones

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)



McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620
717-531-1199 FAX 717-531-1193
www.mcquaideblasko.com

Reply to: State College

February 7, 2002

Via Hand-Delivery

William Shaw, Prothonotary
Clearfield County Courthouse
P.O. Box 549
230 East Market Street
Clearfield, PA 16830

Re: J. Richard Fullington, Sr. and Fullington Auto Bus Company vs. J. Richard Fullington, Jr. and Fullington GMC Sales, Inc., et al., No. 01-1996-CD

Dear Mr. Shaw:

Enclosed please find Plaintiffs' Brief in Opposition to J. Richard Fullington, Jr., Fullington GMC Sales, Inc., and Joseph F. DellAntonio's Preliminary Objections to Plaintiffs' Complaint, and to Defendant RVG's Preliminary Objections to Plaintiffs' Complaint, together with Certificate of Service.

Thank you for your attention this matter.

Very truly yours,

McQUAIDE BLASKO

KATHERINE V. OLIVER

KVO/sap
Enclosure
cc/Enc.:

All Parties of Record (Via Fax & 1st Class Mail)
The Honorable J. Michael Williamson (Via 1st Class Mail)
J. Richard Fullington, Sr.

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Home Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen
Wayne L. Mowery, Jr. Pamela A. Ruest Michelle S. Katz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Michael J. Mohr Livinia N. Jones

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)

Civil Other

Date		Judge
12/12/2001	Filing: Civil Complaint Paid by: Snyder, John A. (attorney for Fullington, J Richard Sr) Receipt number: 1835432 Dated: 12/12/2001 Amount: \$80.00 (Check)	No Judge
12/20/2001	Petition for Preliminary Injunction. Filed by s/John A. Snyder, Esq. Verification s/J. Richard Fullington, Sr. 4 cc Sheriff 1 cc Atty Snyder	No Judge
12/21/2001	ORDER, NOW, this 21st day of December, 2001, re: CA to refer the above-captioned civil matter to Administrative Regional Unit II for assignment of a specially presiding judicial authority. by the Court, s/JRK, JR., P.J. 3 cc to Atty Snyder, Defendants and no cc to RVG because no address listed.	J. Michael Williamson
12/31/2001	Acceptance of Service of Complaint on behalf of Joseph F. Dellantonio. Filed by s/James A. Naddeo, Esq. Cert of Svc 1 cc Atty Naddeo	J. Michael Williamson
01/07/2002	Praeipe To Enter Appearance on behalf of Defendant RVG Management & Development Co. Filed by s/Mark W. Allhouse, Esq. 4 cc to Atty Nudel	J. Michael Williamson
01/08/2002	ORDER, AND NOW, this 8th day of Jan. 2002, re: All outstanding motions in the above-captioned matter will be heard by the Honorable J. Michael Williamson, Specially Presiding on Feb. 8, 2002, at 1:30 p.m. by the Court, s/JKR, JR., P.J. 1 cc J. Williamson, 3 cc J. Snyder	J. Michael Williamson
01/11/2002	Certificate of Service, Judge Reilly's Order scheduling a hearing for Feb. 8, 2002, at 1:30 p.m. before Judge Williamson, upon attorneys/parties of record. s/John A. Snyder, Esq. no cc	J. Michael Williamson
01/18/2002	Praeipe for Entry of Appearance on behalf of the Defendants, J. Richard Fullington, Jr., Fullington GMC Sales, Inc. and Joseph F. DellAntonio. Filed by s/James A. Naddeo, Esq. 2 cc Atty Naddeo	J. Michael Williamson
	Preliminary Objections. Filed by s/James A. Naddeo, Esq. Cert of Svc 1 cc Atty Naddeo	J. Michael Williamson
	Certificate of Service, P.O.'s upon Mark W. Allshouse, Esq. Filed by s/James A. Naddeo, Esq. 1 cc Atty Naddeo	J. Michael Williamson
	Motion For Additional Bond Filed on Behalf of Defendants By Atty Naddeo 3cc to Atty Naddeo	J. Michael Williamson
01/21/2002	Defendant RVG Management & Development Co.'s Response to Petition for Preliminary Injunction. Filed by s/Mark W. Allhouse, Esq. Certificate of Service 4 cc atty	J. Michael Williamson
	Defendant RVG Management & Development Co.'s Cross Petition for, Declaratory Judgment. Filed by s/Mark W. Allhouse, Esq. 4 cc atty	J. Michael Williamson
01/22/2002	Defendant RVG Management & Development Co's Preliminary Objections to Plaintiffs Complaint. Filed by s/Mark W. Allshouse, Esq. Certificate of Service 5 cc to Atty	J. Michael Williamson
01/23/2002	ORDER, NOW, this 21st day of January, 2002, re: All shareholders of FABC, an alleged Pa. corp., shall be joined as involuntary Plaintiffs. and Hearing/Argument on all outstanding motions will be held on Fri., Feb. 8, 2002, at 1:30 p.m. by the Court, s/J. Michael Williamson, Judge no cc	J. Michael Williamson
01/29/2002	Answer to Motion for Additional Bond. Filed by s/John A. Snyder, Esq. Verification s/John A. Snyder, Esq. Cert. of Svc. no cc	J. Michael Williamson
02/07/2002	Certificate of Service, Plaintiff's Notices to Attend and Produce directed to RVG Management and Development Company and Robert V. Gothier and J. Richard Fullington, Jr., upon Stephen C. Nudel, Esq., Mark W. Allshouse, Esq., James A. Naddeo, Esq., filed by s/John A. Snyder No CC	J. Michael Williamson

Date: 02/08/2002

Clearfield County Court of Common Pleas

User: MKELLEY

Time: 11:35 AM

ROA Report

Page 2 of 2

Case: 2001-01996-CD

Current Judge: J. Michael Williamson

Civil Other

Date		Judge
02/07/2002	Answer to Preliminary Objections/Plaintiffs' Answer to Defendants J. Richard Fullington, Jr., Fullington GMC Sales, Inc. and Joseph F. Dellantonio's Preliminary Objections to Plaintiff's Complaint, filed by s/John A. Snyder No CC Certificate of Service, filed.	J. Michael Williamson
	Answer to Preliminary Objections/Plaintiffs' Answer to Defendant RVG Management and Development Company's Preliminary Objections, filed by s/John A. Snyder No CC Certificate of Service, filed.	J. Michael Williamson
	Verification, Re: Answer to Preliminary Objections filed by RVG Management and Development Company filed by s/John A. Snyder No CC	J. Michael Williamson
★ →	Preliminary Objections to Cross Petition of Defendant RVG Management & Development Co. for Declaratory Judgment/Preliminary Objections of Plaintiffs, J. Richard Fullington, Sr. and Fullington Auto Bus Company to Cross Petition of Defendant RVG Management & Development Co. for Declaratory Judgment, filed by s/John A. Snyder No CC	J. Michael Williamson

★ not listed on the schedule for 2-8-02

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs

v.

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/
Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC
SALES, INC.; JOSEPH F.
DELLANTONIO; RVG MANAGEMENT &
DEVELOPMENT COMPANY,

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 01 1996 CD

RECEIVED

JAN 28 2002

COURT ADMINISTRATOR'S
OFFICE

CIVIL ACTION - LAW AND EQUITY

**DEFENDANT RVG MANAGEMENT & DEVELOPMENT CO.'S BRIEF IN SUPPORT OF
PRELIMINARY OBJECTIONS TO PLAINTIFFS' COMPLAINT**

AND NOW, comes Defendant, RVG Management & Development Co.,
by and through its attorneys, Law Offices Stephen C. Nudel, PC,
and respectfully files this Brief in Support of Preliminary
Objections to Plaintiffs' Complaint as follows:

I. Procedural History

On or about December 10, 2001, Plaintiffs filed a Complaint
along with a Petition for Preliminary Injunction to the above
captioned matter based upon an alleged breach of a Shareholders
Agreement pertaining to the sale of corporate assets of Defendant
Fullington GMC Sales, Inc. ("Fullington GMC").

On or about December 22, 2001, Defendant RVG Management &
Development Co. ("RVG") filed a Cross Petition for Declaratory
Judgment regarding the sale of a property owned by Defendant
Fullington GMC, located in DuBois, Pennsylvania, and identified

on Exhibit B of Plaintiffs' Complaint ("Property").

In addition, Defendants J. Richard Fullington Jr. ("Fullington, Jr."), Fullington GMC and Joseph F. DellAntonio filed their own Preliminary Objections and a Motion to Increase Bond.

Thereafter, Defendant RVG filed Preliminary Objections to Plaintiffs' Complaint, and this Brief is in Support thereof.

II. Factual History

Plaintiffs have brought the instant Action alleging a breach of Shareholders Agreement regarding the sale of certain assets held by Defendant Fullington GMC. Plaintiffs have alleged that the specific assets of Fullington GMC cannot be sold without an 80% vote of the Class A stockholders of that corporation. It is further alleged that in breach of such Agreement, Defendant Fullington, Jr., individually and as a Majority Shareholder and Offices/Director of Fullington GMC, has entered into one or more Agreements of Sale for certain properties without the 80% shareholders vote. Plaintiffs wish to enjoin those sales.

On or about September 25, 2001, Defendant RVG, without notice of any Shareholders Agreement or other restrictions regarding the sale of property, entered into an Agreement of Sale with Defendant Fullington GMC to purchase the Property. Plaintiffs have requested the Court to enjoin that sale and void the Agreement of Sale between RVG and Fullington GMC. Defendant RVG files this Brief in Support of its Preliminary Objections to Plaintiffs' Complaint.

III. Questions Presented

- A. DOES PLAINTIFF FULLINGTON AUTO BUS COMPANY LACK STANDING TO BRING THE INSTANT ACTION?

Suggested answer: Yes

- B. SHOULD PLAINTIFF FULLINGTON AUTO BUS COMPANY'S CLAIM BE DISMISSED FOR FAILURE TO PLEAD A CAUSE OF ACTION FOR WHICH THE RELIEF REQUESTED MAY BE GRANTED?

Suggested answer: Yes

- C. SHOULD PLAINTIFF J. RICHARD FULLINGTON, SR.'S CLAIM BE DISMISSED FOR FAILURE TO PLEAD A CAUSE OF ACTION FOR WHICH THE RELIEF REQUESTED MAY BE GRANTED?

Suggested Answer: Yes

IV. Argument

- A. PLAINTIFF FULLINGTON AUTO BUS COMPANY LACKS STANDING TO BRING THE INSTANT ACTION AND SHOULD BE DISMISSED AND/OR REMOVED FROM THE CASE.

Plaintiff Fullington Auto Bus Company ("Fullington Bus") is not a party to the underlying Shareholders Agreement upon which Plaintiffs' Cause of Action is based. Moreover, Plaintiffs' Complaint states that Fullington Bus' only interest in the instant Action is as a potential Lessee of certain properties owned by Defendant Fullington GMC. Neither copies of those leases nor their terms and conditions have been provided or plead. Nowhere in the Complaint does Fullington Bus plead any title or ownership interest in the Property.

Consequently, Fullington Bus, as a mere Lessee, holds no

title interest to the Property. Because Plaintiff Fullington Bus has no title interest to the Property and has plead no additional facts and circumstances demonstrating its legal interest or authority to enjoin the sale, Fullington Bus lacks standing to bring the instant Action. Therefore, Plaintiff Fullington Bus should be dismissed and/or removed as a Party Plaintiff. See Franklin Tp. v. Com. Dept. of Environmental Resources, 452 A2d 718 (1982); Nye v. Erie Insurance Exchange, 504 Pa.3, 470 A2d 98 (1983).

B. A DEMURRER SHOULD BE GRANTED WHERE PLAINTIFF FULLINGTON BUS HAS FAILED TO PLEAD A CAUSE OF ACTION FOR WHICH RELIEF MAY BE GRANTED.

Under Pennsylvania case law, the standard which entitles a party to Injunctive Relief requires that party to show immediate and irreparable harm which cannot be compensated monetarily. Cosner v. United Penn Bank, 358 PaSuper 484, 517 A2d 1337 (1986); Com. State Ethics Com'n v. Landauer, 91 PaCmwlth 70, 496 A2d 862. In the instant Action, not only does Fullington Bus lack standing to bring the Action as set forth in Section I of this Brief, but it has failed to plead any immediate or irreparable harm.

As previously stated, Fullington Bus is not a member to the Shareholders Agreement and has not plead any title interest in the Property proposed to be sold by Fullington GMC. Assuming arguendo, Fullington Bus has a lease for the properties it rents from Fullington GMC, the terms and conditions of those leases would control each party's rights and obligations. Fullington

Auto Bus can attain no additional rights, nor can existing rights under the Lease be extinguished by the sale of the Property by Fullington GMC. Under Pennsylvania law, when land is sold by the original lessor, the purchaser of the land steps into the shoes of the original lessor. No rights of lessee are usurped or terminated by the sale under the original lease. See National Forge Company v. A. W. Carlson, 452 Pa. 516; 307 A.2d 902 (1973).

While Fullington Bus may argue that it may lose certain rights to possession at the expiration of its term, those arguments are merely speculative and do not amount to damages, as its rights do not change regardless of the sale of the property. Those rights become more speculative in light of the fact no leases have been produced.

Allowing Fullington Bus, a mere lessee, to control the transfer of its landlord's property would be contradictory to Pennsylvania case law. Cannon Bros., Inc. v. D'Agostino, 356 PaSuper 286, 514 A2d 614 (1986). Fullington Bus has failed to plead any immediate or irreparable harm which could possibly result from the sale of the Property by Fullington GMC to RVG. Accordingly, Fullington Bus has failed to state a claim for which the relief requested may be granted. Pa.R.C.P. 1028(a)(4).

C. A DEMURRER SHOULD BE GRANTED WHERE PLAINTIFF J. RICHARD FULLINGTON SR. HAS FAILED TO STATE A CAUSE OF ACTION FOR WHICH RELIEF CAN BE GRANTED.

Plaintiff J. Richard Fullington, Sr. ("Fullington Sr.") has brought this action in his individual capacity, requesting an

Injunction of the sale of the Property between Defendant Fullington GMC and Defendant RVG and/or Joseph F. DellAntonio.

As set forth in Section II of Defendant RVG's Brief, to be entitled to an Injunction, Plaintiff must show immediate and irreparable harm which cannot be adequately compensated by money. Cosner v. United Penn Bank, 358 PaSuper 484, 517 A2d 1337 (1986); Com. State Ethics Com'n v. Landauer, 91 PaCmwlth 70, 496 A2d 862.

While Plaintiffs' Complaint attempts to set forth potential losses of Fullington Bus' use of property and equipment, the Complaint fails to state how Fullington Sr., individually, will be harmed by Fullington Jr.'s alleged breach of the Shareholders Agreement. Fullington Sr. has made no averment nor plead any facts which could demonstrate that he may be individually damaged in such a way that he may not be compensated monetarily.

As a result of Plaintiff Fullington Sr.'s failure to set forth an averment regarding the individual immediate and irreparable harm which he may suffer, Plaintiff has failed to plead a cause of action for which the relief requested may be granted. Pa.R.C.P. 1028(a)(4).

V. CONCLUSION

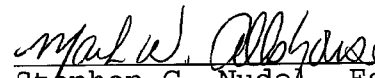
For the foregoing reasons, Defendant RVG respectfully requests this Honorable Court to enter an Order on behalf of Defendant RVG and against Plaintiffs, thereby dismissing

Fullington Bus as a party Plaintiff and dismissing Plaintiffs'
Complaint.

Respectfully submitted,

LAW OFFICES STEPHEN C. NUDEL, PC

Date: 1/15/02



Stephen C. Nudel, Esquire
Attorney ID #41703
Mark W. Allshouse, Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000

Attorneys for Defendant
RVG Management & Development Co.

J. RICHARD FULLINGTON, SR. and	:	IN THE COURT OF COMMON PLEAS
FULLINGTON AUTO BUS COMPANY,	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
Plaintiffs	:	
	:	
v.	:	NO. 01 1996 CD
	:	
J. RICHARD FULLINGTON, JR.,	:	
individually and as Majority	:	
Shareholder and Officer/	:	
Director of Fullington GMC	:	
Sales, Inc.; FULLINGTON GMC	:	
SALES, INC.; JOSEPH F.	:	
DELLANTONIO; RVG MANAGEMENT &	:	
DEVELOPMENT COMPANY,	:	
	:	CIVIL ACTION - LAW AND EQUITY
Defendants	:	

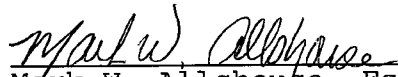
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been duly served upon the following, by depositing a copy of the same in the United States Mail, first-class, postage prepaid, at Harrisburg, Pennsylvania, as follows:

John A. Snyder, Esquire
McQuaide, Blasko, Schwartz,
Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801

Mr. James Naddeo, Esquire
211 1/2 East Locust Street
Marino Building, PO Box 552
PO Box 552
Clearfield, PA 16830

Date: 1/25/02


Mark W. Allshouse, Esquire
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219 Pine Street
Harrisburg, PA 17101
(717) 236-5000

Attorney for Defendant
RVG Management & Development Co.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
NO. 01 1996 CD
CIVIL ACTION-LAW AND EQUITY

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

PLAINTIFF

V.

J. RICHARD FULLINGTON, JR.,
et al.,

DEFENDANT

DEFENDANT RVG MANAGEMENT &
DEVELOPMENT CO.'S BRIEF IN
SUPPORT OF PRELIMINARY OBJECTIONS
TO PLAINTIFFS COMPLAINT

LAW OFFICES
STEPHEN C. NUDEL, PC
219 Pine Street
Harrisburg, Pennsylvania 17101

(717) 236-5000

J. RICHARD FULLINGTON, SR. and : IN THE COURT OF COMMON PLEAS
FULLINGTON AUTO BUS COMPANY, : CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiffs

v.

NO. 01 1996 CD

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/
Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC
SALES, INC.; JOSEPH F.
DELLANTONIO; RVG MANAGEMENT &
DEVELOPMENT COMPANY,

Defendants

CIVIL ACTION - LAW AND EQUITY

COPY

NOTICE TO PLEAD

TO: J. Richard Fullington, Sr. and
Fullington Auto Bus Company, Plaintiffs
c/o John A. Snyder, Attorney for Plaintiffs

You are hereby notified to file a written response to the
enclosed PRELIMINARY OBJECTIONS within twenty (20) days from
service hereof or a judgment may be entered against you.

LAW OFFICES STEPHEN C. NUDEL, PC

Date: 1/21/02

Mark W. Allshouse

Stephen C. Nudel, Esquire
Attorney ID #41703
Mark W. Allshouse, Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000

Attorneys for Defendant
RVG Management & Development Co.

J. RICHARD FULLINGTON, SR. and	:	IN THE COURT OF COMMON PLEAS
FULLINGTON AUTO BUS COMPANY,	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
Plaintiffs	:	
	:	
v.	:	NO. 01 1996 CD
	:	
J. RICHARD FULLINGTON, JR.,	:	
individually and as Majority	:	
Shareholder and Officer/	:	
Director of Fullington GMC	:	
Sales, Inc.; FULLINGTON GMC	:	
SALES, INC.; JOSEPH F.	:	
DELLANTONIO; RVG MANAGEMENT &	:	
DEVELOPMENT COMPANY,	:	
	:	CIVIL ACTION - LAW AND EQUITY
Defendants	:	

**DEFENDANT RVG MANAGEMENT & DEVELOPMENT CO.'S PRELIMINARY
OBJECTIONS TO PLAINTIFFS COMPLAINT**

AND NOW, comes Defendant RVG Management & Development Co., by and through its attorneys, Law Offices Stephen C. Nudel, PC, and respectfully files these Preliminary Objections to Plaintiffs' Complaint as follows:

1. On or about December 12, 2001, Plaintiffs' filed a Complaint to the above captioned action requesting an injunction enjoin the sale of certain properties owned by Defendant Fullington GMC Sales, Inc. ("Fullington GMC") based upon a stockholders Agreement requiring 80% vote Class A stockholders in order to transfer certain properties owned by Fullington GMC.

**I. DEMURRER
LACK OF STANDING OF FULLINGTON AUTO BUS COMPANY**

2. Paragraph 1 is hereby incorporated by reference as if set forth at length.

3. Plaintiff Fullington Auto Bus Company ("Fullington

Bus") is not a party to the Stockholders Agreement.

4. Plaintiff Fullington Bus is merely a lessee of properties owned and which are intended to be sold by Fullington GMC.

5. Fullington Bus is not an owner of any of the properties proposed to be sold but simply a lessee subject to the terms and conditions of a lease or leases between itself and Defendant Fullington GMC.

6. Plaintiff Fullington Bus has failed to aver that the terms of the lease between itself and Fullington GMC does not permit the sale.

7. Plaintiff Fullington Bus lacks standing to bring the instant action and to request an injunction.

WHEREFORE, Defendant RVG Management and Development Co. respectfully requests this Court to enter an Order on behalf of Defendant and against Plaintiff Fullington Bus thereby dismissing and removing Fullington Bus as a party to the instant action together with costs of suit and attorneys fees.

**II. DEMURER
FAILURE TO PLEAD A CAUSE OF ACTION
FOR WHICH RELIEF MAY BE GRANTED**

8. Paragraphs 1 through 7 are hereby incorporated by reference as if set forth at length.

9. Providing Fullington Bus, a lessee, standing to control a transfer of Landlord's property is contrary to Pennsylvania jurisprudence.

10. Fullington Bus has requested this Court to void a valid

Agreement of Sale based solely upon its leasehold interest.

11. Fullington Bus is not a party to the underlying Shareholders Agreement nor has it averred any interest or right to control the transfer the assets of Fullington GMC.

12. Providing Fullington Bus standing to control a transfer of its Landlord's property would be contrary to Pennsylvania jurisprudence.

13. Fullington Bus has failed to plead a cause of action for which relief can be granted.

WHEREFORE, Defendant RVG Management & Development Co. requests this Honorable Court to enter an Order on behalf of Defendants and against Plaintiff Fullington Auto Bus thereby dismissing any cause of action brought on behalf of Fullington Bus together with costs of suit and attorneys fees.

III. DEMURER
FAILURE TO PLEAD A CAUSE OF ACTION
WHICH RELIEF MAY BE GRANTED

14. Paragraphs 1 through 13 are hereby incorporated by reference as if set forth at length.

15. Plaintiffs Complaint avers that the Plaintiff Fullington Bus could suffer loss of use of certain properties to which it is now a lessee.

16. Plaintiffs Complaint further states Fullington Bus may lose use of certain equipment used or leased by Fullington Auto Bus Company.

17. Plaintiffs Complaint states that J. Richard Fullington Sr. ("Fullington Sr.") is a majority stockholder of Fullington

Bus.

18. Plaintiffs Complaint fails to set forth how Fullington Sr., in his individual capacity, will be immediately or irreparably harmed by Defendant J. Richard Fullington Jr.'s ("Fullington Jr.") alleged breach of the stockholder agreement.

19. Plaintiff Fullington Sr. has failed to make any averment as to how he may be individually damaged in such a way which is not able to be compensated monetarily.

20. Plaintiff Fullington Sr. has failed to plead a cause of action or to show his legal entitlement to an injunction.

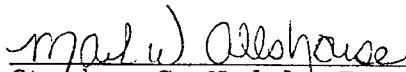
21. Plaintiff Fullington Sr. has failed to state a cause of action for which relief may be granted.

WHEREFORE, Defendant RVG Management and Development Co. respectfully requests this Honorable Court to enter an Order on behalf of Defendant and against Plaintiff Fullington Sr. thereby dismissing Plaintiffs request for injunction together with costs of suit and attorneys fees.

Respectfully submitted,

LAW OFFICES STEPHEN C. NUDEL, PC

Date: 1/24/02



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Attorney ID #41703
Mark W. Allshouse, Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000

Attorneys for Defendant
RVG Management & Development Co.

J. RICHARD FULLINGTON, SR. and	:	IN THE COURT OF COMMON PLEAS
FULLINGTON AUTO BUS COMPANY,	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
Plaintiffs	:	
	:	
v.	:	NO. 01 1996 CD
	:	
J. RICHARD FULLINGTON, JR.,	:	
individually and as Majority	:	
Shareholder and Officer/	:	
Director of Fullington GMC	:	
Sales, Inc.; FULLINGTON GMC	:	
SALES, INC.; JOSEPH F.	:	
DELLANTONIO; RVG MANAGEMENT &	:	
DEVELOPMENT COMPANY,	:	
	:	CIVIL ACTION - LAW AND EQUITY
Defendants	:	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been duly served upon the following, by depositing a copy of the same in the United States Mail, first-class, postage prepaid, at Harrisburg, Pennsylvania, as follows:

John A. Snyder, Esquire
McQuaide, Blasko, Schwartz,
Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801

Mr. James Naddeo, Esquire
211 1/2 East Locust Street
Marino Building, PO Box 552
PO Box 552
Clearfield, PA 16830

J. Richard Fullington, Jr.
929 South 6th Street
Clearfield, PA 16830

Fullington GMC Sales, Inc.
(State Route 879 & I-80)
P.O. Box 290
Clearfield, PA 16830

Date: 1/21/02

Mark W. Allshouse

Mark W. Allshouse, Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000

Attorney for Defendant
RVG Management & Development Co.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 2001-1996-CD

**J. RICHARD FULLINGTON, SR. and FULLINGTON
AUTO BUS COMPANY**

VS.

**J. RICHARD FULLINGTON, JR., individually and as
Majority Shareholder and Officer/Director of Fullington
GMC Sales, Inc.; FULLINGTON GMC SALES, INC.;
JOSEPH F. DELLANTONIO; RVG MANAGEMENT, and
DEVELOPMENT COMPANY**

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	12/12/2001	Civil Complaint	45
02	12/12/2001	Petition for Preliminary Injunction	54
03	12/21/2001	Order, Re: Administrative Regional Unit II	01
04	12/31/2001	Acceptance of Service of Complaint	03
05	01/07/2002	Praecipe to Enter Appearance on behalf of Defendant RVG Management & Development Co.	02
06	01/08/2002	Order, Re: Matter will be heard by Honorable J. Michael Williamson, Specially Presiding	01
07	01/11/2002	Certificate of Service	03
08	01/17/2002	Preliminary Objections	10
09	01/18/2002	Praecipe for Entry of Appearance on behalf of the Defendants, J. Richard Fullington, Jr., Fullington GMC Sales, Inc. and Joseph F. DellAntonio	03
10	01/18/2002	Certificate of Service	02
11	01/18/2002	Motion for Additional Bond filed on Behalf of Defendants	14
12	01/21/2002	Defendant RVG Management & Development Co.'s Response to Petition for Preliminary Injunction	10
13	01/21/2002	Defendant RVG Management & Development Co.'s Cross Petition for Declaratory Judgment	19
14	01/22/2002	Defendant RVG Management & Development Co.'s Preliminary Objections to Plaintiffs' Complaint	06
15	01/23/2002	Order, Re: All shareholders of FABC shall be joined as involuntary Plaintiffs	01
16	01/29/2002	Answer to Motion for Additional Bond	06
17	02/07/2002	Certificate of Service	02
18	02/07/2002	Answer to Preliminary Objections/Plaintiff's Answer to Defendants J. Richard Fullington, Jr., Fullington GMC Sales, Inc., and Joseph F. DellAntonio's Preliminary Objections to Plaintiffs' Complaint	09
19	02/07/2002	Answer to Preliminary Objections/Plaintiff's Answer to Defendant RVG Management and Development Company's Preliminary Objections	06
20	02/07/2002	Verification, Re: Answer to Preliminary Objections filed by RVG Management and Development Company	01
21	02/07/2002	Preliminary Objections to Cross Petition of Defendant RVG Management & Development Co. for Declaratory Judgment/Preliminary Objections of Plaintiffs, J. Richard Fullington, Sr. and Fullington Auto Bus Company to Cross Petition of Defendant RVG Management & Development Co. for Declaratory Judgment	05
22	02/11/2002	Praecipe to Deposit Bond Payment	05
23	02/11/2002	Order, Re: Joseph F. DellAntonio dismissed as a Defendant	01

Civil Other

Date		Judge
12/12/2001	① Filing: Civil Complaint Paid by: Snyder, John A. (attorney for Fullington, J Richard Sr) Receipt number: 1835432 Dated: 12/12/2001 Amount: \$80.00 (Check) 45	No Judge
	② Petition for Preliminary Injunction. Filed by s/John A. Snyder, Esq. Verification s/J. Richard Fullington, Sr. 4 cc Sheriff 1 cc Atty Snyder 54	No Judge
12/21/2001	ORDER, NOW, this 21st day of December, 2001, re: CA to refer the above-captioned civil matter to Administrative Regional Unit II for assignment of a specially presiding judicial authority. by the Court, s/JRK, JR., P.J. 3 cc to Atty Snyder, Defendants and no cc to RVG because no address listed. 1	J. Michael Williamson
12/31/2001	④ Acceptance of Service of Complaint on behalf of Joseph F. Dellantonio. Filed by s/James A. Naddeo, Esq. Cert of Svc 1 cc Atty Naddeo 3	J. Michael Williamson
01/07/2002	⑤ Praecipe To Enter Appearance on behalf of Defendant RVG Management & Development Co. Filed by s/Mark W. Allhouse, Esq. 4 cc to Atty Nudel 2	J. Michael Williamson
01/08/2002	⑥ ORDER, AND NOW, this 8th day of Jan. 2002, re: All outstanding motions in the above-captioned matter will be heard by the Honorable J. Michael Williamson, Specially Presiding on Feb. 8, 2002, at 1:30 p.m. by the Court, s/JKR, JR., P.J. 1 cc J. Williamson, 3 cc J. Snyder 1	J. Michael Williamson
01/11/2002	⑦ Certificate of Service, Judge Reilly's Order scheduling a hearing for Feb. 8, 2002, at 1:30 p.m. before Judge Williamson, upon attorneys/parties of record. s/John A. Snyder, Esq. no cc 3	J. Michael Williamson
01/17/2002	⑧ Preliminary Objections. Filed by s/James A. Naddeo, Esq. Cert of Svc 1 cc Atty Naddeo 10	J. Michael Williamson
01/18/2002	⑨ Praecipe for Entry of Appearance on behalf of the Defendants, J. Richard Fullington, Jr., Fullington GMC Sales, Inc. and Joseph F. DellAntonio. Filed by s/James A. Naddeo, Esq. 2 cc Atty Naddeo 3	J. Michael Williamson
	⑩ Certificate of Service, P.O.'s upon Mark W. Allshouse, Esq. Filed by s/James A. Naddeo, Esq. 1 cc Atty Naddeo 2	J. Michael Williamson
	⑪ Motion For Additional Bond Filed on Behalf of Defendants By Atty Naddeo 3cc to Atty Naddeo 14	J. Michael Williamson
01/21/2002	⑫ Defendant RVG Management & Development Co.'s Response to Petition for Preliminary Injunction. Filed by s/Mark W. Allhouse, Esq. Certificate of Service 4 cc atty 10	J. Michael Williamson
	⑬ Defendant RVG Management & Development Co.'s Cross Petition for Declaratory Judgment. Filed by s/Mark W. Allhouse, Esq. 4 cc atty 19	J. Michael Williamson
01/22/2002	⑭ Defendant RVG Management & Development Co.'s Preliminary Objections to Plaintiffs Complaint. Filed by s/Mark W. Allshouse, Esq. Certificate of Service 5 cc to Atty 6	J. Michael Williamson
01/23/2002	⑮ ORDER, NOW, this 21st day of January, 2002, re: All shareholders of FABC, an alleged Pa. corp., shall be joined as involuntary Plaintiffs. and Hearing/Argument on all outstanding motions will be held on Fri., Feb. 8, 2002, at 1:30 p.m. by the Court, s/J. Michael Williamson, Judge no cc 1	J. Michael Williamson
01/29/2002	⑯ Answer to Motion for Additional Bond. Filed by s/John A. Snyder, Esq. Verification s/John A. Snyder, Esq. Cert. of Svc. no cc 6	J. Michael Williamson
02/07/2002	⑰ Certificate of Service, Plaintiff's Notices to Attend and Produce directed to RVG Management and Development Company and Robert V. Gothier and J. Richard Fullington, Jr., upon Stephen C. Nudel, Esq., Mark W. Allshouse, Esq., James A. Naddeo, Esq., filed by s/John A. Snyder. No CC 2	J. Michael Williamson

Date: 02/14/2002

Time: 10:46 AM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2001-01996-CD

Current Judge: J. Michael Williamson

User: BHUDSON

Civil Other

Date	Judge
02/07/2002	J. Michael Williamson
(18) Answer to Preliminary Objections/Plaintiffs' Answer to Defendants J. Richard Fullington, Jr., Fullington GMC Sales, Inc. and Joseph F. Dellantonio's Preliminary Objections to Plaintiff's Complaint, filed by s/John A. Snyder No CC Certificate of Service, filed.	9
(19) Answer to Preliminary Objections/Plaintiffs' Answer to Defendant RVG Management and Development Company's Preliminary Objections, filed by s/John A. Snyder No CC Certificate of Service, filed.	6 J. Michael Williamson
(20) Verification, Re: Answer to Preliminary Objections filed by RVG Management and Development Company filed by s/John A. Snyder No CC	1 J. Michael Williamson
(21) Preliminary Objections to Cross Petition of Defendant RVG Management & Development Co. for Declaratory Judgment/Preliminary Objections of Plaintiffs, J. Richard Fullington, Sr. and Fullington Auto Bus Company to Cross Petition of Defendant RVG Management & Development Co. for Declaratory Judgment, filed by s/John A. Snyder No CC	5 J. Michael Williamson
02/11/2002	J. Michael Williamson
(22) Praecipe to Deposit Bond Payment, filed by Kelly McCracken, for Atty. Snyder. No Cert. Copies. Ck# 23207 in the amount of \$100.00 deposited in Prothonotary's Escrow Account.	5
(23) ORDER, NOW, this 8th day of February, 2002, based upon the agreement of counsel, Joseph F. Dellantonio is dismissed as a def in these matters and the court will not consider any evidence with respect to the clearfield Borough poperties sold to def Dellantonio By the Court s/J. Michael Williamson, specially presiding 2cc to atty naddeo 2cc attty snyder 2cc att allhouse 2cc atty kuhar 2cc atty zulli	1 J. Michael Williamson

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT; and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CO ~~01-2000~~

Type of Pleading:

Complaint

Filed on Behalf of:

Plaintiffs

Counsel of Record for

this Party:

John A. Snyder

McQuaide, Blasko, Schwartz, Fleming &

Faulkner, Inc.

811 University Drive

State College, PA 16801

(814) 238-4926

Fax: (814) 238-9624

FILED

DEC 12 2001

William A. Shaw
Prothonotary

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT; and
DEVELOPMENT COMPANY,

Defendants.

No. _____ of 2001

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 is 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.

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

Dated: December 18, 2001

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: 

John A. Snyder

I.D. No. 66295

811 University Drive

State College, PA 16801

(814) 238-4926

Attorneys for Plaintiff

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT; and
DEVELOPMENT COMPANY,

Defendants.

No. _____ of 2001

COMPLAINT

AND NOW, come Plaintiffs, J. Richard Fullington, Sr. and Fullington Auto Bus Company, by and through their undersigned attorneys, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and file the following Complaint and in support thereof avers as follows:

1. Plaintiffs are J. Richard Fullington, Sr., an individual residing at 6 Northwest 4th Avenue, Clearfield County, Pennsylvania 16830 and Fullington Auto Bus Company, a Pennsylvania corporation with offices at 316 East Cherry Street, Clearfield County, Pennsylvania 16830.

2. Defendants are J. Richard Fullington, Jr. individually and as majority shareholder and officer/director of Fullington GMC Sales, Inc. and Fullington GMC Sales, Inc. J. Richard Fullington, Jr. is an individual residing at 929 South 6th Street, in Clearfield County, Pennsylvania, 16830 and is the majority shareholder, holding fifty-one percent (51%) of the voting stock of

Defendant Fullington GMC Sales, Inc.

3. Defendant Fullington GMC Sales, Inc. is a Pennsylvania corporation with its principal place of business in Clearfield County, Pennsylvania.

4. Defendant Joseph F. DellAntonio is an adult individual who resides and/or works at Option Care, 219 East Market Street, Clearfield, in Clearfield County, Pennsylvania.

5. Defendant RVG Management and Development Company is a Pennsylvania corporation with a principal place of business in Harrisburg, Pennsylvania.

6. The instant action is brought to enjoin (or rescind) the attempted sale of certain real property currently (or formerly) titled in the name of, *inter alia*, Fullington GMC Sales, Inc., and to prohibit any alienation of equipment used by Fullington Auto Bus Company that would violate an Agreement of August 20, 1994, described in more detail hereafter. A true and correct copy of said Agreement is attached hereto as Exhibit A.

7. Prior to August of 1994, the Board of Directors of Defendant Fullington GMC Sales, Inc. included J. Richard Fullington, Sr., who owned 375 shares of voting stock; the late Mildred F. Fullington, who owned 375 shares of voting stock; and J. Richard Fullington, Jr., who owns 375 shares of voting stock.

8. In or around 1994, Defendant J. Richard Fullington, Jr. requested that J. Richard Fullington, Sr. and the late Mildred F. Fullington, transfer to him sufficient shares of the voting stock of Fullington GMC Sales, Inc. such that, after the transfer, he would own a majority of the voting shares.

9. J. Richard Fullington, Jr. requested the transfer in order to induce General Motors Corporation to grant him a franchise for Oldsmobile, Buick and Cadillac and GMC Truck

automobiles.

10. J. Richard Fullington, Sr. and the late Mildred F. Fullington agreed to each convey 100 shares each of their voting stock to J. Richard Fullington, Jr. The result of this transfer was that J. Richard Fullington, Jr. owned 575 of the 1,125 outstanding shares of voting stock, or fifty-one percent (51%) of the issued and outstanding voting stock. The remainder of the voting stock was held by J. Richard Fullington, Sr. and Mildred F. Fullington, who each owned 275 shares.

11. Mildred F. Fullington passed away on October 16, 1999, leaving her shares to her husband J. Richard Fullington, Sr. Thus, the current ownership of the voting shares of Fullington GMC Sales, Inc. is: J. Richard Fullington, Jr. - 575 shares (51%) and J. Richard Fullington, Sr. - 550 shares (49%).

12. J. Richard Fullington, Sr. is the majority shareholder of Fullington Auto Bus Company, a Pennsylvania corporation.

13. Over the years, Fullington GMC Sales, Inc. and Fullington Auto Bus Company have acquired numerous parcels of real property for terminals for use by Fullington Auto Bus Company.

14. Most of these properties have been titled in the name of Fullington GMC Sales, Inc., and thereafter leased by Fullington GMC Sales, Inc. to Fullington Auto Bus Company.

15. A true and correct list of the land titled in the name of Fullington GMC Sales, Inc. that is leased or used by the affiliated company Fullington Auto Bus Company is attached hereto as Exhibit B.

16. By Agreement dated August 20, 1994, Richard Fullington, Sr. and the late Mildred F. Fullington agreed to transfer a majority of the voting stock of Fullington GMC Sales, Inc.

interest to Richard Fullington, Jr., in exchange for certain conditions.

17. One such condition was that Fullington GMC Sales, Inc. and its officers, including J. Richard Fullington, Jr., were not permitted to transfer or sell any assets of Fullington GMC Sales, Inc. used by or leased to Fullington Auto Bus Company, referenced in Exhibit B, without first obtaining the consent of 80% of the shareholders of Fullington GMC Sales, Inc.

18. In furtherance of that term and condition, J. Richard Fullington, Jr. agreed that the consent of eighty percent (80%) of the holders of the voting stock of Fullington GMC Sales, Inc. would be required for all decisions involving the sale or lease of any and all assets of Fullington GMC [Sales, Inc.] which are not used directly for the dealerships operated by Fullington GMC [Sales, Inc.], such as real estate leased to other affiliated companies and motor vehicle equipment used or leased by affiliated companies.

19. This term of the parties' agreement can be found at paragraph 5 of the Agreement dated August 20, 1994, attached hereto as Exhibit A.

20. The purpose behind this restriction on sale of these properties is two-fold:

- a. First, J. Richard Fullington, Sr. and his wife wanted to ensure that Fullington GMC Sales, Inc. could not sell or dispose of assets of Fullington GMC Sales, Inc. that were used by Fullington Auto Bus Company without the required 80% vote; and
- b. Second, the specific properties used by Fullington Auto Bus Company pursuant to its leases with Fullington GMC Sales, Inc. are unique and critical to the success of Fullington Auto Bus Company, and therefore required the 80% vote of the shareholders of Fullington Auto Bus

Company.

21. Recently, Plaintiffs have become aware that Defendants have negotiated agreements of sale to convey certain properties used by Fullington Auto Bus Company and owned by Fullington GMC Sales, Inc.

22. Specifically, Plaintiffs have learned of a proposed Agreement of Sale whereby Defendants Fullington GMC Auto Sales, Inc. and J. Richard Fullington, Jr. are purporting to convey the Clearfield property, identified on Exhibit B, to Defendant Joseph F. DellAntonio. A true and correct copy of the proposed DellAntonio Agreement of Sale is attached hereto as Exhibit C.

23. Additionally, counsel for the Plaintiffs have learned that Fullington GMC Sales, Inc. has agreed to sell to Defendant RVG Management and Development Company the DuBois property, identified on Exhibit B.

24. Counsel for the Plaintiffs advised Defendant RVG Management and Development Company, through its attorney, Stephen C. Nudel, Esquire, of the anti-alienation provisions of the stock agreement. Attorney Nudel, on behalf of Defendant RVG Management and Development Company responded that he believed he had an enforceable Agreement of Sale and threatened litigation against Plaintiffs. True and correct copies of that correspondence are attached hereto as Exhibit D.

25. Plaintiffs are uncertain whether there is an executed Agreement of Sale relative to either the DuBois property or the Clearfield Property.

26. In any event, any such Agreement of Sale has not received the required shareholder vote to allow the sale to take place.

27. At no point has J. Richard Fullington, Sr. consented to or voted in favor of any such transfers.

28. To the contrary, J. Richard Fullington, Sr. has advised Defendants that he does not consent and, in fact, opposes any proposed sale of the subject properties.

29. Despite notification by counsel for the Plaintiffs to Defendants, Plaintiffs have apparently proceeded with the transactions despite the absence of the required shareholder vote as required by the Agreement of August 20, 1994.

30. Plaintiffs believe and therefore aver that one or more sales agreements may be in place affecting the properties subject to the eight percent (80%) vote requirement.

31. The August 20, 1994 Agreement also purports to protect, *inter alia*, motor vehicle equipment used or leased by affiliated companies. See Exhibit A, pp. 4-5.

32. Attached hereto as Exhibit E is a list of 148 buses currently used by the affiliated company Fullington Auto Bus Company.

33. Plaintiffs herein request that this Honorable Court restrain, enjoin and/or prohibit Defendants J. Richard Fullington, Jr. and/or Fullington GMS Sales, Inc. from selling or leasing said equipment absent the required eighty percent (80%) vote.

34. The loss of any of any of the subject properties or equipment through sale or other conveyance will result in irreparable harm to Plaintiffs for which they have no adequate remedy at law.

35. Consequently, Plaintiffs seek to preliminarily enjoin Defendants from any further efforts to transfer or convey the properties subject to the eighty percent (80%) vote requirement, and to enjoin or to rescind, as appropriate, any transactions which have taken place to date

affecting the subject properties.

36. Moreover, Plaintiffs seek herein to permanently enjoin Defendants from taking any actions that would violate the terms of the August 20, 1994 Agreement such as alienating real estate and/or buses or equipment.

37. Concurrently herewith, Plaintiffs are filing a Petition for Preliminary Injunction seeking to enjoin all currently pending negotiations and/or transactions affecting properties subject to the eighty percent (80%) vote requirement until such time as Defendants have properly obtained the eighty percent (80%) vote required under the Agreement of August 20, 1994 attached as Exhibit A.

38. In addition, Plaintiffs seek to permanently enjoin any efforts by Plaintiffs to sell or lease the properties or equipment subject to the eighty percent (80%) vote requirement absent the actual prior consent of eighty percent (80%) of the holders of all voting stock of Fullington GMC Sales, Inc.

39. In addition, to the extent there have been completed transactions which violate the terms of the Agreement of August 20, 1994 as set forth above, Plaintiffs seek herein to rescind such transactions.

40. Defendant J. Richard Fullington, Jr., as the majority shareholder of Fullington GMC Sales, Inc., owes a fiduciary duty to the minority shareholders to not engage in transactions which are beneficial only to the majority shareholder yet detrimental to the minority shareholders and which contravene the terms of the August 20, 1994, Agreement.

WHEREFORE, Plaintiffs, J. Richard Fullington, Sr. and Fullington Auto Bus Company, respectfully request that this Honorable Court enter a decree:

- a) preliminarily enjoining efforts to transfer or convey the properties subject to the eighty percent (80%) vote required by the Agreement;
- b) permanently enjoining Defendants from selling or leasing or otherwise violating the August 20, 1994 Agreement with respect to the property and equipment protected therein;
- c) rescinding any and all transactions which have been completed which affect the subject properties and which violated the Agreement of August 20, 1994;
- d) awarding Plaintiffs damages for any additional acts or omissions caused by Defendants which are violative of the fiduciary duties owed under the law; and,
- e) granting Plaintiffs' attorneys' fees, costs of this suit, and other relief as this Honorable Court may deem just and equitable.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: 

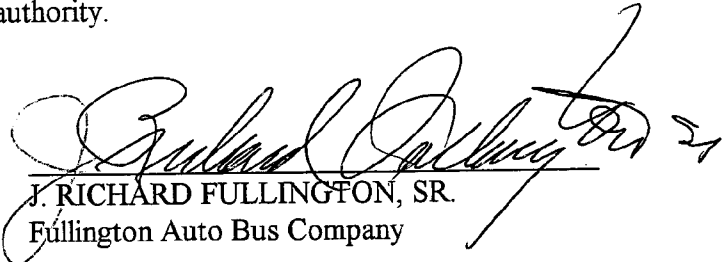
John A. Snyder
I.D. No. 66295
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiffs

Dated: December 10, 2001

VERIFICATION

The undersigned verifies that he is authorized to make this Verification on his own behalf and on behalf of Fullington Auto Bus Company and that the statements made in the foregoing Complaint are true and correct to the best of his knowledge, information and belief. The undersigned understands that false statements herein are subject to the penalties of 18 Pa. C.S.A. § 4904, related to unsworn falsification to authority.


J. RICHARD FULLINGTON, SR.
Fullington Auto Bus Company

Dated: 11/26 2001

A G R E E M E N T

THIS AGREEMENT is made this 20 day of August, 1994, by and between J. RICHARD FULLINGTON, SR., MILDRED F. FULLINGTON and J. RICHARD FULLINGTON, JR., all being stockholders and members of the Board of Directors of Fullington GMC Sales, Inc., a Pennsylvania corporation domiciled in Clearfield, Pennsylvania.

I. PREMISES

1. J. RICHARD FULLINGTON, SR., MILDRED F. FULLINGTON and J. RICHARD FULLINGTON, JR. are each holders of Three Hundred Seventy-Five (375) shares of Class A voting stock of Fullington GMC Sales, Inc., and constitute the sole stockholders and Board of Directors of said corporation.

2. Fullington GMC Sales, Inc. desires to enter into an agreement with General Motors Corporation whereby Fullington GMC will purchase an Oldsmobile, Buick and Cadillac dealership to be located on land in Clearfield County, Pennsylvania, which shall be purchased by Fullington GMC.

3. In order to obtain the franchise from General Motors Corporation, a majority of the Class A voting stock of Fullington GMC must be owned by the named manager of the dealership in the application filed by Fullington GMC with General Motors Corporation in order to secure the dealership.

4. It has been determined by General Motors Corporation that the majority ownership of the Class A voting stock of Fullington GMC must be owned by J. RICHARD FULLINGTON, JR. in order for the franchise and dealership application to be approved.

5. In order for J. RICHARD FULLINGTON, JR. to own fifty-one (51%) percent of the Class A voting stock of Fullington GMC, J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON are each willing to ~~transfer~~ ^{transfer & Gift} to J. RICHARD FULLINGTON, JR. a total of One Hundred (100) shares of Class A voting stock of Fullington GMC, so that J. RICHARD FULLINGTON, JR. will then own five hundred seventy five (575) shares of the Class A voting stock of Fullington GMC, and J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON will each own a total of two hundred seventy five (275) shares.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises contained herein, the parties hereto, intending to be legally bound hereby, warrant, represent and agree as follows:

1. J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON each hereby agree to ~~transfer~~ transfer to J. RICHARD FULLINGTON, JR., ~~as follows:~~

8/20/21
uff
~~Section 2. J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON~~
~~agree to cause the corporation to transfer a total of Two~~
~~Hundred (200) shares of Class A voting stock from their~~
~~holdings of Class A voting stock in Fullington GMC to J.~~
~~RICHARD FULLINGTON, JR., after which the corporation shall~~
~~issue certificates of stock to J. RICHARD FULLINGTON, JR.~~
~~evidencing his ownership of an additional Two Hundred (200)~~
~~shares of Class A voting stock of Fullington GMC, and~~
~~evidencing the ownership by J. RICHARD FULLINGTON, SR. and~~
~~MILDRED F. FULLINGTON respectively of a total of Two Hundred~~
~~Seventy-Five (275) shares each of Class A voting stock of~~
~~Fullington GMC.~~

8/20/21
uff
~~3. J. RICHARD FULLINGTON, JR. agrees to deliver to J.~~
~~RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON~~
~~installment notes payable to each respectively, in the amount~~
~~of Forty Five thousand (\$45,000.00), said notes shall~~
~~be paid in 24 equal monthly installments, together~~
~~with interest at the applicable annual federal rate for term~~
~~loan provided under Section 1274 of the Internal Revenue~~
~~Code.~~

~~4. The installment notes referred to in the preceding~~
~~paragraph of this agreement shall be secured by a first~~
~~mortgage on the property owned by J. RICHARD FULLINGTON, JR. and~~
~~on the shares of Class A voting stock of Fullington GMC owned~~

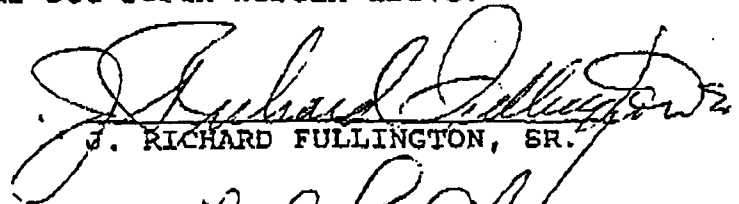
~~pursuant to this agreement shall be pledged by J. RICHARD FULLINGTON, JR. and held by J. RICHARD FULLINGTON, JR. and MARGARET F. FULLINGTON pending payment in full by J. RICHARD FULLINGTON, JR. of said installment notes. In the event of any default by J. RICHARD FULLINGTON, JR., which is not cured within thirty (30) days, pursuant to the terms of said installment notes, the holders of the stock pledge agreement may, upon thirty (30) days written notice to J. RICHARD FULLINGTON, JR., sell any or all of the pledged stock at public or private sale and apply the proceeds of such sale to the amount due by the maker of the aforementioned installment notes, or, in the alternative, the holders of the stock pledge may transfer such share of stock, or all of said stock, to the holder of the pledge, in full satisfaction of the amount of said default.~~

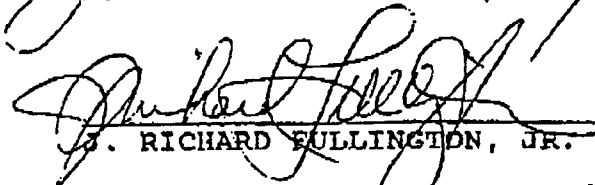
5. By way of further consideration for the ~~transfer~~ transfer of stock by J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON to J. RICHARD FULLINGTON, JR., the parties hereto ~~further agree that the sale of Fullington GMC stock to~~ ~~the parties hereto~~ that the consent of eighty (80%) percent of the holders of all Class A voting stock shall be required for all decisions involving the ~~purchase~~ sale, or lease of any and all assets of Fullington GMC which are not used directly for the dealerships operated by Fullington GMC, such as real estate leased to other affiliated companies and motor vehicle equipment used or leased by

affiliated companies. In addition, the parties hereto agree that Fullington GMC shall cause to have executed written leases between Fullington GMC and all affiliated companies which currently lease property from Fullington GMC with terms as currently exist.

III. EXECUTION

In witness whereof the parties hereto have executed this agreement this day and year set forth herein above.


J. RICHARD FULLINGTON, SR.


J. RICHARD FULLINGTON, JR.


MILDRED F. FULLINGTON



**Summary of Real Property Ownership
Fullington GMC Sales, Inc.**

Blair County

Property	Owner	Deed Book and Page Reference
Route 22 703 Patchway Road Duncansville, PA 16635 ("Hollidaysburg School District Property")	Fullington GMC Sales, Inc.	Book 1430, Page 1016

Centre County

Property	Owner	Deed Book and Page Reference
Lot #31 Airport Park Subdivision Fox Hill Road State College, PA 16801	Fullington GMC Sales, Inc.	Book 1117, Page 122

Clearfield County

Property	Owner	Deed Book and Page Reference
1. Second Ward, Borough of Clearfield ("New Portion - Garage")	Fullington GMC Sales, Inc.	Book 534, Pages 553-554
2. Campolong Property	Fullington GMC Sales, Inc.	Volume 774, Pages 198-201
3. Clearfield Terminal	J. Richard Fullington, Jr., individually, and Fullington GMC Sales, Inc.	Volume 1046, Pages 411-414
4. 18 Hoover Avenue Dubois, PA 15801 ("Dubois Terminal")	Fullington GMC Sales, Inc.	Volume 1369, Pages 94-98
5. 12-18 Third Street Clearfield, PA ("Heilig-Meyers Property")	Fullington GMC Sales, Inc.	Volume 1597, Pages 587-591
6. South Third Street and East Cherry Street Clearfield, PA ("Spencer Lots")	Fullington GMC Sales, Inc.	Volume 1597, Pages 603-606
7. PA Route 53 RD PA Route 53 RD Houtzdale, PA 16881 ("Mo-Valley Properties")	Fullington GMC Sales, Inc.	Volume 1781, Pages 137-140 Volume 1781, Pages 141-144

Indiana County

Property	Owner	Deed Book and Page Reference
329 Brady Road Marion Center, PA 15759 ("Marion Center Property")	Fullington GMC Sales, Inc.	Book 941, Page 813

AGREEMENT OF SALE

DRAFT

THIS AGREEMENT made the ____ day of _____, 2001, between J. RICHARD FULLINGTON, JR. and LORETTA P. FULLINGTON, husband and wife, and FULLINGTON G.M.C. SALES, INC., a Pennsylvania corporation, of Clearfield, Pennsylvania, J. RICHARD FULLINGTON, SR., a individual, of Clearfield, Pennsylvania, parties of the first part, hereinafter referred to as "SELLERS",

A
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D

JOSEPH F. DELLANTONIO, an individual, of Clearfield, Pennsylvania, parties of the second part, hereinafter referred to as "BUYERS".

WITNESSETH THAT in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The Sellers agree to sell, and the Buyer agrees to purchase the real property located in the Fourth Ward, Clearfield Borough, Clearfield County, Pennsylvania, and more particularly described in Exhibit 'A' attached hereto.

2. The purchase price or consideration shall be the sum of Two Hundred Thirty Thousand (\$230,000.00) Dollars and paid as follows:

A. Buyer shall pay to Seller at time of execution of this agreement the sum of One Thousand (\$1,000.00) Dollars.

B. The balance of the purchase price, Two Hundred Twenty-Nine Thousand (\$229,000.00) Dollars shall be due at time of closing in cash or by certified check.

3. Closing and delivery of deed shall take place within ninety (90) days after loan approval is received by Buyer.

4. Sellers agree to deliver at time of closing a special warranty deed for said property, free and clear of all liens and encumbrances with title to be good and marketable and such as will be insured by a reputable title insurance company at the regular rates. The cost of deed preparation shall be the Sellers. Transfer taxes shall be shared equally.

In the event the Sellers are unable to give good and marketable title or such as will be insured by a reputable title insurance company at the regular rates, Buyer will have the option of taking such title as Sellers can give without changing the price or of being repaid all monies paid by Buyer to Sellers on account of purchase price and Sellers will reimburse Buyers for any costs incurred by Buyers for the following (1) any survey or surveys which may be required by the title insurance

company or the abstracting attorney, (2) the premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; (3) premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; and (4) appraisal fees and charges paid in advance to mortgage lender, if any; In the event that Buyer does not elect to take such title as Seller can give without changing the price, there shall be no further liability or obligation on any of the parties hereto and this Agreement shall become null and void.

5. County and borough real estate taxes and municipal assessments shall be prorated on a calendar year basis. School taxes shall be prorated on a fiscal year basis.

6. Possession of the premises shall transfer to the Buyer at time of closing.

7. This sale is contingent upon Buyer obtaining mortgage financing at standard commercial rates for ninety (90%) percent of the purchase price.

8. Risk of loss, shall remain upon the Sellers until date of closing.

9. This Agreement represents the entire agreement between the parties hereto, and shall extend to and be binding upon their heirs, executors, administrators and assigns.

10. This Agreement may be recorded in the Office of the Register and Recorder.

IN WITNESS WHEREOF, the parties intending to be legally bound hereby, have signed and sealed this Agreement.

WITNESS:

ATTEST:

Secretary

SELLERS:

J. Richard Fullington, Jr.

Loretta P. Fullington

FULLINGTON G.M.C. SALES, INC.

By _____
President

J. Richard Fullington, Sr.

BUYER:

Joseph F. DellAntonio

County Parcel No. _____

This Deed,

MADE the 28th day of February
in the year nineteen hundred and ninety-five (1995).

BETWEEN J. RICHARD FULLINGTON, SR. & MILDRED F. FULLINGTON, husband and wife, of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, Parties of the First Part, GRANTORS;

A
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J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON, as tenants in common, of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, Parties of the Second Part, GRANTEES.

WITNESSETH, That in consideration of One and 00/100 (\$1.00) -----

----- Dollar,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees .

ALL those two (2) certain lots or parcels of land, together with the improvements erected thereon, situate in the Second Ward of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point on Market Street, the Northeast corner of Lot No. 133 in said Borough; thence by line of Market Street East 15 feet to a point; thence by a line parallel with the Eastern line of said Lot No. 133 South 175 feet to an alley; thence by said alley West 15 feet to a point, the Southeast corner of said Lot No. 133; thence by the Eastern line of Lot No. 133 North 175 feet to Market Street, the place of beginning. Being the Western half of the premises which S. D. Bailey, by deed dated January 15, 1913, and recorded in Clearfield in Deed Book 196 at Page 69, conveyed to Jeanne Shaw Bailey.

THE SECOND THEREOF: BEGINNING at a point on Market Street 15 feet East of the Northeast corner of Lot No. 133 in said Borough; thence by a line parallel with the Eastern line of said Lot No. 133 South 175 feet to an alley; thence by said alley East 15 feet to a point; thence by a line parallel with the line first herein defined and 15 feet distant therefrom North 175 feet to a point in Market Street; thence by line of Market Street West 15 feet to point and place of beginning. Being the Eastern half of the premises which S. D. Bailey, by deed dated January 15, 1913, and recorded in Clearfield in Deed Book 196 at Page 69, conveyed to Jeanne Shaw Bailey, and the said Jeanne Shaw Bailey, by her deed dated the 24th day of January, 1922, and recorded in the Office of the Recorder of Deeds at Clearfield, Pennsylvania, in Deed Book 255 at Page 190 et seq., conveyed to Martha E. Franson.

BEING the same premises which George E. Jordan et al, by their deed dated March 4, 1983, and recorded in Deed Book 878 at Page 145, conveyed to J. Richard Fullington, Sr. and Mildred F. Fullington, Grantors herein.

This is a conveyance from husband and wife to husband and wife and is, therefore, exempt from Pennsylvania Realty Transfer Tax.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

J. Richard Fullington, Sr.

Mildred F. Fullington

This day of February, 1995.

AND the said grantors will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Sealed and delivered in the presence of

N.T.S.

Witnessed by _____
_____ of _____

J. Richard Fullington, Sr. [Seal]
J. Richard Fullington, Sr.

Mildred F. Fullington [Seal]
Mildred F. Fullington

[Seal]

[Seal]

[Seal]

[Seal]

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantees herein is as follows:
Six Northwest Fourth Avenue, Clearfield, Pennsylvania 16830.

David S. Ammerman, Attorney or Agent for Grantee

Commonwealth of Pennsylvania

County of CLEARFIELD

ss.

On this, the 28th day of February, 1995, before me the undersigned officer, personally appeared J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they have executed the same for the purpose therein contained.

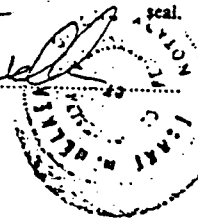
IN WITNESS WHEREOF, I have hereunto set my hand and

My Commission Expires _____

Notarial Seal
Terry M. Weikert, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires April 13, 1998
Member, Pennsylvania Association of Notaries

THIS DEED REGISTERED WITH
BOROUGH OF CLEARFIELD

Kathy Spaw
Borough Secretary





Made the 23rd day of October
 Nineteen hundred and eighty-five (1985)

Between PHILIP B. THOMPSON and EVA THOMPSON, his wife, of the
 Borough of Curwensville, County of Clearfield and Commonwealth of
 Pennsylvania, hereinafter referred to as GRANTORS

A
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J. RICHARD FULLINGTON, JR., individually, of Clearfield Borough,
 Clearfield County, Pennsylvania, and FULLINGTON G.M.C. SALES, INC., a
 corporation, having its principal office in Clearfield Borough,
 Clearfield County, Pennsylvania, hereinafter referred to as GRANTEES

Witnesseth, That in consideration of the sum of FORTY-FIVE THOUSAND

(\$45,000.00) -----Dollars,
 in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
 and convey to the said grantees, their heirs, successors or assigns,

All that certain piece or parcel of ground, situate in the Fourth
 Ward of the Borough of Clearfield, County of Clearfield and State of
 Pennsylvania, bounded and described as follows:

BEGINNING at the corner of Market Street and Third
 Street in the Borough of Clearfield; thence South along
 Third Street 132 feet to a point; thence East in a line
 parallel to an alley, approximately 40 feet North of the
 aforesaid point, 50 feet to Lot No. 133; thence North along
 said Lot 132 feet to Market Street; thence West along Market
 Street 50 feet to the place of beginning; being part of Lot
 No. 26 in the General Plan of the Borough of Clearfield and
 being a lot with a 50 foot front on Market Street and a 132
 foot front on Third Street.

BEING the same premises which H. J. Thompson et al granted
 and conveyed to Philip B. Thompson and Eva Thompson, Grantors
 herein, by deed dated December 28, 1961 and recorded in the
 Office of the Recorder of Deeds of Clearfield County in Deed
 Book 496, Page 153.

And the said grantor , do hereby WARRANT SPECIALLY the property hereby conveyed,

In Witness Whereof, said grantors have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

Rose M. Raymond
as to both

Philip B. Thompson
Philip B. Thompson

Eva Thompson
Eva Thompson

Commonwealth of Pennsylvania }
County of CLEARFIELD } 33a

On this, the 23 day of October 1985, before me, ROSE M. RAYMOND,

the undersigned officer, personally appeared PHILIP B. THOMPSON and EVA THOMPSON his wife,
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.
IN WITNESS WHEREOF, I have hereunto set my hand and seal.

ROSE M. RAYMOND
COMMISSION EXPIRES
ROSE M. RAYMOND, Notary Public
Clearfield, Clearfield Co., Pa.
My Commission Expires Oct. 28, 1988

Rose M. Raymond
Notary Public

I hereby Certify, that the precise address of the grantees herein is
314 East Cherry
Clearfield, PA 16830

John D. Akell

THIS DEED REGISTERED WITH
BOROUGH OF CLEARFIELD

Richy Spear
Borough Secretary

VOL 1589 PAGE 30

This Deed,

MADE THE 23rd day of February in the year
of our Lord one thousand nine hundred and ninety-four (1994)

BETWEEN ANGELINE R. THOMPSON, By her attorney-in-fact, COUNTY NATIONAL BANK,
of P.O. Box 42, Clearfield, PA, through Carl J. Peterson, Sr.VP/Trust Officer;

Grantor ,
and J. RICHARD FULLINGTON, JR. and LORETTA P. FULLINGTON, husband and wife,
of P.O. Box 384, Clearfield, PA, as Tenants by the Entireties;

WITNESSETH, that in consideration of Ten Thousand (\$10,000.00) Dollars
in hand paid, the receipt whereof is hereby acknowledged, the said grantor do es hereby grant
and convey to the said grantees ,

ALL that certain piece or parcel of ground situate in the
Second Ward of Clearfield Borough, Clearfield County Pennsylvania,
bounded and described as follows:

BEGINNING at a point at the corner of Third Street and an
alley; thence East along said alley 50 feet to Lot No. 133;
thence North along said Lot No. 133 forty feet to a point;
thence West in a line parallel to said alley 50 feet to Third
Street; thence South along Third Street 40 feet to the place
of beginning; being part of Lot No. 126 in the General Plan of
the Borough of Clearfield, and being a parcel of ground with
a 40 foot front on Third Street and extending back in parallel
lines 50 feet to Lot No. 133.

BEING the same premises conveyed to Angeline R. Thompson and
her deceased husband H. J. Thompson by deed dated December 28,
1961, recorded in Clearfield County Deed Book 507, Page 550.

AND the said H.J. Thompson a/k/a Howard J. Thompson died
January 3, 1968, and estate proceedings were opened at
Clearfield County Estate File #27210, whereupon title vested
solely in Angeline R. Thompson as surviving Tenant by the
Entireties.

AND the said Angeline R. Thompson appointed County National
Bank to serve as her attorney-in-fact by durable power dated
March 25, 1988, recorded on October 21, 1993, in Clearfield
County Record Volume 1564, Page 52.

And the said grantor hereby covenants and agrees that she will warrant specially the property hereby conveyed.

This document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal, and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this instrument.

IN WITNESS WHEREOF, said grantor has hereunto set hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

Handwritten signature

COUNTY NATIONAL BANK, attorney-in-fact
for Angeline R. Thompson

By: *Handwritten signature*
Carl J. Peterson, Sr. VP/Trust Officer

Handwritten signature
Eunice M. Peters, Ass't Trust Off.



State of Pennsylvania

County of Clearfield

On this, 23rd day of February, 19 94, before me,

the undersigned officer, personally appeared CARL J. PETERSON, SR. VP/TRUST OFFICER and EUNICE M. PETERS, Ass't Trust Officer of County National Bank, attorney-in-fact for Angeline R. Thompson, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Handwritten signature: Valarie J. Regal

NOTARIAL SEAL
VALARIE J. REGAL, Notary Public
Clearfield Boro, Clearfield County, Pa.
My Commission Expires Dec. 31, 1996

I, _____ do hereby certify that the precise residence and complete post office address of the within named grantee is

P.O. Box 384, Clearfield, PA 16830

19

Handwritten signature: Jeff Thomas
Attorney for _____

THIS DEED REGISTERED WITH
BOROUGH OF CLEARFIELD

Handwritten signature: Kathy Spear
Borough Secretary

This Indenture

Made the 6th day of December in the year of our Lord,
one thousand nine hundred and seventy-eight (1978)

Between EUGENE T. CAMPOLONG, a single individual, of 3405 Nottingham
Court, Tampa, Florida, Grantor,

party of the first part and

FULLINGTON G.M.C. SALES, INC., a Pennsylvania corporation with its
principal place of business located at 316 East Cherry Street,
Clearfield, Pennsylvania, Grantee,

party of the second part:

Witnesseth, that the said party of the first part, in consideration of the sum of
Forty-one thousand (\$41,000.00) Dollars

to him now paid by the said party of the second part, does grant, bargain, sell
and convey unto the said party of the second part, its successors and assigns,

All that certain lot of ground situate in Second Ward, Clearfield
Borough, Clearfield County, Pennsylvania, and known in the general
plan of said Borough as Lot No. 133, bounded and described as follows:

BEGINNING on the north by Market Street; on the east by
Lot No. 142; on the south by an alley and on the west
by Lot No. 126. Being fifty (50) feet front on the southerly
side of Market Street and extending, uniform in width, one
hundred seventy-two (172) feet in depth to an alley.

BEING the same premises title to which vested in the Grantor
herein by virtue of a deed from Clearfield Trust Company
to Eugene T. Campolong and Nicholas A. Minute as tenants in
common dated August 19, 1961 and recorded in Clearfield
County Deed Book 491, page 318. Subsequently the said
Nicholas A. Minute, et ux executed a deed to Eugene T.
Campolong dated March 29, 1962 and recorded in Clearfield
County Deed Book 495, page 407 which deed purported to
convey 1/100 interest to the said Eugene Campolong. The
premises was then conveyed to Madison Slacks, Inc. by
Eugene T. Campolong by deed dated May 16, 1973 and recorded
in Clearfield County Deed Book 646, page 111 and then re-
conveyed from Madison Slacks, Inc. to Eugene T. Campolong

VOL 774 PAGE 199

by deed dated June 2, 1976 and recorded in Clearfield County Deed Book 720, page 379. A deed for the demised premises was then given by Nicholas A. Minute and Louise Minute to Eugene T. Campolong, an individual, which deed was dated June 8, 1978 and recorded in Clearfield County Deed Book 763, page 138. The purpose of the last recited deed to the Grantee, Eugene T. Campolong, was to eliminate any cloud on the title to the premises created by the prior deed of Nicholas A. Minute, et ux to Eugene T. Campolong dated March 29, 1962 and recorded in Clearfield County Deed Book 495, page 407. It having been the intention of the parties that the said Nicholas A. Minute divest his entire undivided interest in the premises to the said Eugene T. Campolong, the Grantor herein.

000863
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY
TRANSFER DEC 14 78
TAX
410.00
RB.11352

WEL 774-230

with the appurtenances: To Have and To Hold the same unto and for the use of the said
part y of the second part its successors and assigns forever,

And the said party of the first part

for himself, his heirs, executors and administrators covenants with the
said part y of the second part its successors and assigns against
all lawful claimants SPECIALLY WARRANT

the same and every part thereof to Warrant and Defend.

NOTICE—THIS DOCUMENT MAY NOT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO
THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO
HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO RE-
MOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE
LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THE
THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE
CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the
manner provided in Section 1 of the Act of July 17, 1967, P. L. 984, as amended, and is not intended as notice of unrecorded
instruments, if any.]

Witness the hand and seal of the said party of the first part.

Witness:

Blanche M. Judyway
Edna Henson

Eugene T. Campolong SEAL
Eugene T. Campolong SEAL
SEAL
SEAL
SEAL

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE
AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF
THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION
AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL
MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE
PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH
THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED
HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION
ACT OF 1966.

WITNESS:

Commonwealth of Pennsylvania
County of } ss.

CLEARFIELD AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX
AMOUNT \$ 410.00
12-14-78 Cecil H. Dune
Agent

On this the day of , A.D. 19
before me the undersigned officer, personally appeared
(or satisfactorily proven) to be the person whose name subscribed to the within in-
strument and acknowledged that executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand and official seal.

My commission expires

CLEARFIELD CO. SS
RECORD OF RECORD 12-14-78
12-20-78
by Cecil H. Dune (Title of Officer)
Fees \$ 4.00
Cecil A. Dune, Recorder



LAW OFFICES
STEPHEN C. NUDEL, PC

219 Pine Street
Harrisburg, Pennsylvania 17101

STEPHEN C. NUDEL
MARK W. ALLSHOUSE

(717) 236-5000
FAX (717) 236-5080

October 18, 2001

Daniel E. Bright, Esquire
McQuaide Blasko
811 University Drive
State College, PA 16801-6699

Re: 18 Hoover Avenue
Dubois, PA
Fullington GMC Sales, Inc. to
RVG Management & Development Co.

Dear Mr. Bright:

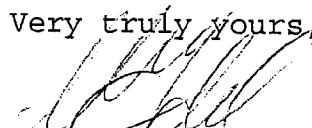
I am in receipt of your letter dated October 17, 2001, wherein, on behalf of Dick Fullington, Sr., you alleged rights and control of interest to my client RVG Management & Development Company. Note that my client has an executed Agreement of Sale with Fullington GMC Sales, Inc. and expects the seller to perform thereunder.

To the extent you have private rights, I am certain you will pursue them. To the extent my client has rights under an agreement as a bonafide purchaser, I assure you that my client will pursue those.

Finally, if specific threats are made to my client, my client may pursue a cause of action of tortious interference.

Nothing in this letter shall be construed as a waiver of any right or remedy available to my client under law or at equity.

Very truly yours,


Stephen C. Nudel

SCN/kb

cc: Mr. Robert V. Gothier, Sr.
Mr. James Naddeo

McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620
717-531-1199 FAX 717-531-1193
www.mcquaideblasko.com

Reply to: State College Office

October 17, 2001

VIA - FAX TRANSMISSION
(717) 236-5080

Stephen C. Nudel, Esquire
219 Pine Street
Harrisburg, PA 17101

In Re: Fullington Auto Bus Company

Dear Mr. Nudel:

This correspondence is intended to follow-up on our recent telephone conversations.

As we discussed, this firm represents Fullington Auto Bus Company, a Company controlled by Dick Fullington, Sr. Dick Fullington, Sr. is also a shareholder of a sister company, Fullington GMC Sales, Inc. The voting stock of Fullington GMC Sales, Inc. is controlled by Dick Fullington, Jr. Fullington GMC Sales, Inc. owns property in Dubois, Pennsylvania which is leased to and used by Fullington Auto Bus Company as a terminal.

Apparently, discussions have taken place between your client's firm and Dick Fullington, Jr. concerning the possible sale of the Dubois terminal property. For various reasons, the Bus Company does not desire to have this property sold. As noted, the property is leased to Fullington Auto Bus Company. Further, there is an Agreement dated in August 1994 (copy enclosed) which requires an 80% vote of the holders of the Class A voting stock of Fullington GMC Sales, Inc. before any real estate owned by Fullington GMC Sales, Inc. and used by Fullington Auto Bus Company can be sold. Consequently, the sale of the property will be contingent upon obtaining an 80% vote of the Stockholders of Fullington GMC Sales, Inc. For your information, Mildred F. Fullington is deceased and Dick Fullington, Sr. now owns her shares. Dick Fullington, Sr. is not in favor of selling the Dubois terminal.

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weikel Steven S. Hurvitz James M. Home Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright
Paul J. Tomczak Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen
Wayne L. Mowery, Jr. Pamela A. Ruest Michelle S. Katz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Michael J. Mohr Ivinia N. Jones

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)

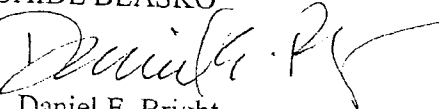
Stephen C. Nudel, Esquire
October 17, 2001
Page 2

Please feel free to contact me if I can provide further information.

Very truly yours,

McQUAIDE BLASKO

By:



Daniel E. Bright

DEB:jlh

Enclosure

cc: Richard Fullington, Sr. (w/o enc.)

FULLINGTON AUTO-BUS CO. EQUIPMENT RECORD

AS OF 8/2/2001

TITLED BY GMC

LINE	BUS	MAKE	MODEL	SEAT	CERTIFICATE					
NO.	NO.	MAKE	YR	CAPAC	LICENSES	SERIAL NO.	OF TITLE	TATIONE	SOLD	Locat
1	429	GMC	1988	72	SB-33656	1GDL6P1G7JV512175	41078974402	JUNK CLF	SPARE	P
2	480	GMC	1986	65	SB-30583	1GDK6P1B2GV527417	38603761902	MC		M
3	495	GMC	1990	72	SC-04694	1GDL6P1G5LV514784	43636795301	JUNK CLFD		M
4	511	LINCOLN	1989	12	LM-10917	1LNBM81F8KY683032	441111142	CLFD		L
5	514	MCI	1993	47	BA-28161	1M8GDM9A6PP045212	46168319	SC		
6	515	MCI	1993	47	BA-28162	1M8GDM9A8PP045213	46168320201	SC		
7	517	MCI	1993	55	BA-28163	1M8PDM9A6PP044048	46168318001	SC		
8	518	GMC	1993	65	SB30510	1GDM7T1J1PJ517054	46655194801	MC		
9	519	GMC	1993	65	SB26793	1GDM7T1J9J517058	46766656400	MC		M
10	520	GMC	1993	65	SB37195	1GDM7T1J7PJ517124	46609334401	MC		M
11	521	GMC	1993	65	SB37194	1GDM7T1JXPJ517165	46555768801	MC		M
12	522	MCI	1980	47	BA-40496	3007	46732959600	DUBOIS		M
13	523	MCI	1980	49	BA-40497	3140	30812563600	DUBOIS		
14	524	MCI	1988	49	BA-35268	1TUDCH8A2JR006562	47225219101	SC		
15	525	MCI	1988	49	BA-35269	1TUDCH8A4JR006563	47225200201	SC		
16	530	MCI	1982	47	BA-35585	1TUAH9A8CR003160	32687500700	SC		
17	531	MCI	1982	47	BA-35586	1TUAH9A2CR003428	49224908300	SC		
18	544	MCI	1989	47	BA35590	1TUFCH8A8KR007032	48490358400	SC		
19	548	BLUEBIRD	1995	54	SB45432	1GDM7T1J4SJ526260	48827982900	MC		
20	549	BLUEBIRD	1995	66	BA36634	1GDM7T1J5SJ526106	48828086200	MC		
21	550	BLUEBIRD	1995	66	SB45431	1GDM7T1JOSJ526126	48828046400	MC		
22	551	BLUEBIRD	1995	72	BA36633	1GDM7T1J9SJ525959	48827851300	PBURG		M
23	552	BLUEBIRD	1995	66	SB42664	1GDM7T1JXSJ526277	48827981600	MC		M
24	556	GMC SUB.SR	1996	6	F44911F	3GKFC16F6TG503670		CLFD		P
25	559	GMC	1996	72	SB45433	1GDM7T1J8TJ507549	49893839900	P-BURG		
26	560	GMC	1996	72	SB45434	1GDM7T1J3TJ507619	49895395300	P-BURG		
27	561	GMC	1996	72	SB45435	1GDM7T1JXTJ507665	49893804100	P-BURG		L
28	562	GMC	1996	72	SB45436	1GDM7T1J6TJ507677	49895396600	P-BURG		P
29	563	GMC	1996	72	SB45437	1GDM7T1J8TJ507695	49893490600	PBURG		C
30	564	GMC	1996	72	SB45438	1GDM7T1J3TJ507717	49893450800	PBURG		C
31	565	GMC	1996	72	SB45439	1GDM7T1J9TJ507737	49893430900	PBURG		C
32	566	GMC	1996	72	SB49870	1GDM7T1J2TJ507756	49893407400	PBURG		P
33	567	GMC	1996	72	SB49871	1GDM7T1J8TJ507776	49893306500	PBURG		P
34	568	GMC	1996	72	SB49872	1GDM7T1J9TJ507785	49893276000	PBURG		P
35	569	GMC	1996	72	SB49873	1GDM7T1J9TJ507916	49893258700	PBURG		P
36	570	GMC	1996	72	SB49874	1GDM7T1J8TJ507936	49893162900	PBURG		P
37	571	GMC	1996	72	SB49875	1GDM7T1J3TJ508028	49894593000	CLFD		P
38	572	GMC	1996	72	SB49876	1GDL7T1J2TJ508563	49893186900	PBURG		P
39	573	GMC	1996	72	SB49877	1GDL7T1J9TJ508656	49893215000	PBURG		P
40	574	GMC	1996	72	SB49878	1GDL7T1J7TJ509854	49893235000	PBURG		C
41	575	GMC	1996	72	SB49879	1GDL7T1J4TJ510007	49893085000	O-VALLEY		P
42	576	GMC	1996	72	SB49880	1GDL7T1J4TJ510024	49893074200	O-VALLEY		P

FULLINGTON AUTO BUS CO. EQUIPMENT RECORD

AS OF 8/2/2001

LINE	BUS	MAKE	MODEL	SEAT	LICENSES		CERTIFICATE		SOLD	LOCAT
NO.	NO.	MAKE	YR	CAPAC		SERIAL NO.	OF TITLE	TATIONE		
43	577	GMC	1996	72	SB49881	1GDL7T1J7T510043	49893066300	O-VALLEY		P
44	578	GMC	1996	72	SB49882	1GDL7T1J5TJ510095	49893043600	O-VALLEY		M
45	579	GMC	1996	72	SB49883	1GDL7T1J5TJ510730	49894576000	CLFD		M
46	580	GMC	1996	72	SB49884	1GDL7T1JXTJ510951	49894536100	CLFD		M
47	581	GMC	1996	72	SB49885	1GDL7T1J9TJ511038	49894561100	CLFD		M
48	582	TERNATIONA	1991	72	SB49895	1HVBBNPP4MH354527	44371253602	CLFD		P
49	583	TERNATIONA	1991	72	SB49896	1HVBBNPP8MH354529	44371295002	HB		P
50	584	TERNATIONA	1991	72	SB49897	1HVBBNPP4MH354530	44371296202	CLFD		P
51	585	TERNATIONA	1991	72	SB49898	1HVBBNPPXMH354533	44371297502	O-VALLEY		M
52	586	TERNATIONA	1991	72	SB49899	1HVBBNPP3MH354535	44371298802	CLFD		M
53	587	TERNATIONA	1991	72	SB50025	1HVBBNPP7MH354537	44371252302	HB		M
54	588	TERNATIONA	1991	72	SB50026	1HVBBNPP9MH354538	44371251002	PBURG		M
55	589	TERNATIONA	1991	72	SB50027	1HVBBNPP7MH354540	44371250802	P-BURG		M
56	590	TERNATIONA	1991	72	SB50028	1HVBBNPP6MH354545	44371299002	CLFD	SPARE	M
57	591	TERNATIONA	1991	72	SB50029	1HVBBNPP3MH354552	44371249802	PBURG	SPARE	M
58	592	FORD	1985	22	SB49886	1FDJE37HOFHB26285	37580157403	CLFD	SPARE	P
59	594	FORD	1987	72	SB49890	1FDNB70H4HVA22026	39844123303	JUNK CLF	SPARE	S
60	595	FORD	1989	72	SB49892	1FDNB70K5KVA14262	42810628302	JUNK CLF	SPARE	S
61	597	TERNATIONA	1991	36	SB49893	1HVBAZRM3MH341314	44323278002	O-VALLEY		S
62	598	TERNATIONA	1991	72	SB49887	1HVBBNMP1MH354862	44347203802	O-VALLEY		S
63	599	TERNATIONA	1993	72	SB49894	1HVBBPHPOPH500419	46404812002	O-VALLEY		S
64	600	TERNATIONA	1995	36	SB49891	1HVBBABM6SH201375	48947687202	O-VALLEY		M
65	601	HEVY SUBUR	1988	8	BA36639	1GNEV16KXJF109609	40071421402	O-VALLEY		M
66	602	GMC	1995	12	BA39771	1GAGG35K35F189757	49694079	CLFD		M
67	603	FORD	1996	72	SB50740	1FDXB80C2TVA29911	49894324900	CLFD		M
68	604	FORD	1996	72	SB50739	1FDXB80C4TVA29912	49894488300	CLFD		M
69	605	FORD	1996	72	SB50738	1FDXB80C6TVA29913	49894452300	CLFD		M
70	606	FORD	1996	72	SB50737	1FDXB80C8TVA29914	49894433700	CLFD		C
71	607	FORD	1996	72	SB50741	1FDXB80CXTVA29915	49894273200	CLFD		C
72	608	FORD	1996	72	SB50732	1FDXB80C1TVA29916	49894091300	CLFD		C
73	609	FORD	1996	72	SB50731	1FDXB80C3TVA29917	49894070100	CLFD		C
74	610	FORD	1996	72	SB50744	1FDXB80C5TVA29918	49894514700	CLFD		C
75	611	FORD	1996	72	SB50743	1FDXB80C0TVA29938	49894242600	CLFD		C
76	612	FORD	1996	72	SB50742	1FDXB80C5TVA30163	49894114100	CLFD		C
77	613	CHEVROLET	1996	72	SB50734	1GBL7T1J9TJ104054	49894267900	PBURG		C
78	614	CHEVROLET	1996	72	SB50733	1GBL7T1J8TJ104076	49894227000	O-VALLEY		C
79	615	CHEVROLET	1996	72	SB50730	1GBM7T1J9TJ104303	49894216300	CLFD		C
80	616	CHEVROLET	1996	72	SB50728	1GBM7T1JXTJ104309	49894164400	CLFD		C
81	617	CHEVROLET	1996	72	SB50736	1GBL7T1J5TJ109218	49894150900	PBURG		C
82	618	CHEVROLET	1996	72	SB50729	1GBM7T1J8TJ109282	49894196300	CLFD		C
83	619	CHEVROLET	1996	72	SB50735	1GBL7T1J2TJ109368	49894356800	CLFD		C
84	620	IHC	1996	71	SB50717	1HVBBABP7TH373328	50103265400	CLFD		C

FULLINGTON AUTO BUS CO. EQUIPMENT RECORD

AS OF 8/2/2001

LINE	BUS	MAKE	MODEL	SEAT	CERTIFICATE				
NO.	NO.	MAKE	YR	CAPAC	LICENSES	SERIAL NO.	OF TITLE	TATIONE	SOLD
85	621	IHC	1996	71	SB50718	1HVBBABP9TH373329	50103300000	CLFD	C
86	622	IHC	1996	71	SB50719	1HVBBABP5TH373330	50103268200	CLFD	C
87	623	IHC	1996	71	SB50720	1HVBBABP7TH373331	50103267000	CLFD	C
88	624	IHC	1996	71	SB50721	1HVBBABP9TH373332	50103266700	CLFD	C
89	625	IHC	1996	71	SB50722	1HVBBABP7TH373359	50103264100	CLFD	C
90	626	IHC	1996	71	SB50723	1HVBBABP3TH373360	50029846400	CLFD	C
91	631	GMC	1996	71	SB50716	1GDL7T1J5TH510324	49894254600	O-VALLEY	C
92	632	GMC	1996	71	SB50032	1GDL7T1J6TJ53765	49894415300	O-VALLEY	C
93	633	GMC	1996	71	SB50030	1GDL7T1JXTJ513753	49895203000	CLFD	C
94	634	GMC	1996	71	SB50034	1GDL7T1J5TJ513837	49895172300	PBURG	C
95	635	GMC	1996	71	SB50715	1GDL7T1J8TJ513850	49894309300	O-VALLEY	C
96	636	GMC	1996	71	SB50033	1GDL7T1J8TJ513878	49895150900	O-VALLEY	C
97	637	GMC	1996	71	SB50031	1GDL7T1J0TJ513924	49894290300	CLFD	C
98	638	IHC	1991	72	SB50745	1HVBBNPN2NH422873	46237395602	HB	C
99	639	IHC	1992	72	SB50746	1HVBBNPNXNH421664	46154992603	CLFD	C
100	640	IHC	1992	72	SB50747	1HVBBNMN9NH423054	45638498703	O-VALLEY	C
101	642	LINCOLN	1996	10	LM12725	1LNLM81W9TY706615	50565329	CLFD	
102	648	MCI	1997	47	BA31891	1M8SDMPA3VP049440	50565608	SC	
103	666	INT	1991	36	SB-53598	1HVBAZRL1MH308478	43894517102	HB	
104	667	INT	1991	36	SB-53599	1HVBAZRLXMH308480	43904569902	HB	
105	668	INT	1991	30	SB-53810	1HVBAZRL3MH308482	43894703902	HB	
106	669	CHEV	1997	72	SB-51154	1GBM7T1J1TJ109222	50084703201	HB	
107	670	CHEV	1997	72	SB-51152	1GBL7T1J5TJ109462	50174892001	HB	
108	671	CHEV	1997	72	SB-51157	1GBM7T1J4TJ109473	50175001601	HB	
109	672	CHEV	1997	72	SB-51153	1GD17T1J4TJ515482	50174925301	HB	
110	673	CHEV	1997	15	BA38046	1GAHG39K3TF102603	51204042701	CLFD	
111	674	FORD	1998	72	SB-51168	1FDXB80C2WVA05083	52459544100	HB	
112	675	FORD	1998	72	SB-51169	1FDXB80C7WVA06063	52459545400	HB	
113	676	FORD	1998	72	SB-51167	1FDXB80C9WVA06064	52458882300	HB	
114	677	GMC	1998	72	SB-51166	1GBL7T1J7VJ112088	51235961601	HB	
115	678	GMC	1998	72	SB-51155	1GBL7T1J6VJ112096	51235834401	HB	
116	679	GMC	1998	72	SB-51156	1GBL7T1J1VJ112166	51235835701	HB	
117	680	GMC	1998	72	SB-51163	1GDL7T1J8VJ514080	51115254601	HB	
118	681	GMC	1998	72	SB-51162	1GDL7T1J7VJ514152	51115255901	HB	
119	682	GMC	1998	72	SB-53591	1GDM7T1J6VJ516561	52458652700	HB	
120	683	GMC	1998	72	SB-53592	1GDM7T1J7VJ516679	52458712500	HB	
121	684	GMC	1998	72	SB-53593	1GDM7T1J7VJ516732	52458653000	HB	
122	685	GMC	1998	72	SB-53594	1GDM7T1J0VJ516751	52458713800	HB	
123	686	GMC	1998	72	SB-53596	1GDM7T1J5VJ516762	52458714000	HB	
124	687	GMC	1998	72	SB-53597	1GDM7T1J8VJ516819	52458651400	HB	
125	688	INT	1998	72	SB-51151	1HVBBABPXWH599965	52459332900	HB	
126	689	INT	1998	72	SB-51164	1HVBBABP1WH599966	52459334400	HB	

FULLINGTON AUTO BUS CO. EQUIPMENT RECORD

AS OF 8/2/2001

LINE	BUS	MAKE	MODEL	SEAT	CERTIFICATE				
NO.	NO.	MAKE	YR	CAPAC	LICENSES	SERIAL NO.	OF TITLE	TATIONE	SOLD
127	690	INT	1998	72	SB-51165	1HVBBABN5WH599967	52459336000	HB	
128	691	INT	1998	72	SB-51170	1HVBBABP5WH599968	52459541300	HB	
129	692	INT	1998	72	SB-51158	1HVBBABN2WH599974	52459333100	HB	
130	693	INT	1998	72	SB-51159	1HVBBABN4WH599975	52459543900	HB	
131	694	INT	1998	72	SB-51160	1HVBBABN6WH599976	52459542600	HB	
132	695	INT	1998	72	SB-51161	1HVBBABN8WH599977	52459335700	HB	
133	696	F/L	1998	72	SB-55304	4UZ6CFAA6WCA32937	52458580900	HB	
134	697	F/L	1998	72	SB-55305	4UZ6CFAA8WCA32938	52458650100	HB	
135	698	F/L	1998	72	SB-55306	4UZ6CFAAXWCA32939	52458578600	HB	
136	699	F/L	1998	72	SB-55307	4UZ6CFAA6WCA32940	52458597700	HB	
137	700	F/L	1998	72	SB-55308	4UZ6CFAA8WCA32941	52458577300	HB	
138	701	F/L	1998	72	SB-55309	4UZ6CFAAXWCA32942	52458198000	HB	
139	702	F/L	1998	72	SB-55310	4UZ6CFAA1WCA32943	52458576000	HB	
140	703	F/L	1998	72	SB-55311	4UZ6CFAA3WCA32944	52458197700	HB	
141	704	F/L	1998	72	SB-55312	4UZ6CFAA5WCA32945	52458196400	HB	
142	705	F/L	1998	72	SB-55313	4UZ6CFAA7WCA32946	52458195100	HB	
143	708	FORD	1994	36	SB-57802	1FDNJ65C2RVA17340	47696916201	CLFD	
144	718	LINCOLN	1999	10	LM13838	1L1FM81W7XY621129	53309693000	CLFD	
145	719	LINCOLN	1999	10	LM13839	1L1FM81W7XY621146	53309694300	CLFD	
146	735	CHEVY	1994	8		1GBDM1922RB199328		MC	
147	758	BLUEBIRD	2000	48	SC-11611	1HVBBABN8YH306509		MC	
148	763	GMC	1998	15		1GJHG39R2W1047740		CLFD	

FILED

DEC 12 2001

01332/Attu Snyder pd \$80.00
William A. Shaw
Prothonotary 4 cc Sherry
1 cc atty

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CO ~~002000~~

Type of Pleading:

Petition for Preliminary Injunction

Filed on Behalf of:

Plaintiffs

Counsel of Record for

this Party:

John A. Snyder

McQuaide, Blasko, Schwartz, Fleming &

Faulkner, Inc.

811 University Drive

State College, PA 16801

(814) 238-4926

Fax: (814) 238-9624

FILED

DEC 12 2001

William A. Shaw
Prothonotary

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT; and
DEVELOPMENT COMPANY,

Defendants.

No. _____ of 2001

PROPOSED PRELIMINARY INJUNCTION ORDER

AND NOW, this _____ day of _____, 2001, upon
consideration of Plaintiffs' Petition for Preliminary Injunctive Relief, and the Court having
determined after hearing:

1. (1) that Plaintiffs will suffer irreparable harm if the requested relief is not granted immediately,
- (2) that the Plaintiffs do not have an adequate remedy at law,
- (3) that greater injury will be inflicted upon Plaintiffs by a denial of relief than would be inflicted upon the Defendants by granting such relief, and
- (4) that the Plaintiffs are likely to prevail on the merits;

It is hereby ORDERED and DECREED that Defendants are enjoined from making any further efforts to transfer or convey or from transferring or conveying any of the properties subject to the 80% vote requirement contained with the Agreement of August 20, 1994, until such time as the vote of 80% of the shareholders of Fullington GMC Sales, Inc. is obtained relative to any such proposed transaction. The properties subject to the instant Preliminary Injunction include the following:

**Summary of Real Property Ownership
Fullington GMC Sales, Inc.**

Blair County

Property	Owner	Deed Book / Page Reference
Route 22, 703 Patchway Road Duncansville, PA 16635 ("Hollidaysburg School District Property")	Fullington GMC Sales, Inc.	Book 1430, Page 1016

Centre County

Property	Owner	Deed Book / Page Reference
Lot #31 Airport Park Subdivision Fox Hill Road State College, PA 16801	Fullington GMC Sales, Inc.	Book 1117, Page 122

Clearfield County

Property	Owner	Deed Book / Page Reference
Second Ward, Borough of Clearfield ("New Portion - Garage")	Fullington GMC Sales, Inc.	Book 534, Pages 553-554
Campolong Property	Fullington GMC Sales, Inc.	Volume 774, Pages 198-201
Clearfield Terminal	J. Richard Fullington, Jr., individually, and Fullington GMC Sales, Inc.	Volume 1046, Pages 411-414
18 Hoover Avenue Dubois, PA 15801 ("Dubois Terminal")	Fullington GMC Sales, Inc.	Volume 1369, Pages 94-98
12-18 Third Street Clearfield, PA ("Heilig-Meyers Property")	Fullington GMC Sales, Inc.	Volume 1597, Pages 587-591
South Third Street and East Cherry Street Clearfield, PA ("Spencer Lots")	Fullington GMC Sales, Inc.	Volume 1597, Pages 603-606
PA Route 53 RD PA Route 53 RD Houtzdale, PA 16881 ("Mo-Valley Properties")	Fullington GMC Sales, Inc.	Volume 1781, Pages 137-140 Volume 1781, Pages 141-144

Indiana County

Property	Owner	Deed Book / Page Reference
329 Brady Road Marion Center, PA 15759 ("Marion Center Property")	Fullington GMC Sales, Inc.	Book 941, Page 813

2. a copy of the instant decree and order shall be filed in the appropriate Recorder of Deeds Office for each and every county in which the subject properties are located and shall be indexed in the name of the title owner of said properties as set forth on the list appearing immediately above.

3. Defendants shall be enjoined from permitting any further steps to be taken which will result in the transfer or conveyance of the subject properties absent an 80% shareholder vote as required by the Agreement of August 20, 1994.

4. This Order shall remain in full force and effect until such time as modified or vacated by this Court.

5. This Order is condition upon Plaintiffs' deposit of a bond payment of \$100 made payable to the Prothonotary of Clearfield County, Pennsylvania. Said deposit shall be returnable to Plaintiffs upon the concurrence of all parties to this litigation or upon further Order of this Court.

BY THE COURT:

J.

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT; and
DEVELOPMENT COMPANY,

Defendants.

No. _____ of 2001

PETITION FOR PRELIMINARY INJUNCTION

AND NOW, come Plaintiffs, J. Richard Fullington, Sr. and Fullington Auto Bus Company, by and through their undersigned attorneys, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and file the following Petition for Preliminary Injunction and, in support thereof, avers as follows:

1. Plaintiffs are J. Richard Fullington, Sr., an individual residing at 6 Northwest 4th Avenue, Clearfield County, Pennsylvania 16830 and Fullington Auto Bus Company, a Pennsylvania corporation with offices at 316 East Cherry Street, Clearfield County, Pennsylvania 16830.

2. Defendants are J. Richard Fullington, Jr. individually and as majority shareholder and officer/director of Fullington GMC Sales, Inc. and Fullington GMC Sales, Inc. J. Richard Fullington, Jr. is an individual residing at 929 South 6th Street, in Clearfield County, Pennsylvania, 16830 and is the majority shareholder, holding fifty-one percent (51%) of the voting stock of

Defendant Fullington GMC Sales, Inc.

3. Defendant Fullington GMC Sales, Inc. is a Pennsylvania corporation with its principal place of business in Clearfield County, Pennsylvania.

4. Defendant Joseph F. DellAntonio is an adult individual who resides and/or works at Option Care, 219 East Market Street, Clearfield, in Clearfield County, Pennsylvania.

5. Defendant RVG Management and Development Company is a Pennsylvania corporation with a principal place of business in Harrisburg, Pennsylvania.

6. The instant action is brought to enjoin (or rescind) the attempted sale of certain real property currently (or formerly) titled in the name of, *inter alia*, Fullington GMC Sales, Inc. and to prohibit by alienation of equipment used by Fullington Auto Bus Company that would violate an Agreement of August 20, 1994, described in more detail hereafter. A true and correct copy of said Agreement is attached hereto as Exhibit A.

7. Prior to August of 1994, the Board of Directors of Defendant Fullington GMC Sales, Inc. included J. Richard Fullington, Sr., who owned 375 shares of voting stock; the late Mildred F. Fullington, who owned 375 shares of voting stock; and J. Richard Fullington, Jr., who owns 375 shares of voting stock.

8. In or around 1994, Defendant J. Richard Fullington, Jr. requested that J. Richard Fullington, Sr. and the late Mildred F. Fullington, transfer to him sufficient shares of the voting stock of Fullington GMC Sales, Inc. such that, after the transfer, he would own a majority of the voting shares.

9. J. Richard Fullington, Jr. requested the transfer in order to induce General Motors Corporation to grant him a franchise for Oldsmobile, Buick and Cadillac and GMC Truck

automobiles.

10. J. Richard Fullington, Sr. and the late Mildred F. Fullington agreed to each convey 100 shares each of their voting stock to J. Richard Fullington, Jr. The result of this transfer was that J. Richard Fullington, Jr. owned 575 of the 1,125 outstanding shares of voting stock, or fifty-one percent (51%) of the issued and outstanding voting stock. The remainder of the voting stock was held by J. Richard Fullington, Sr. and Mildred F. Fullington, who each owned 275 shares.

11. Mildred F. Fullington passed away on October 16, 1999, leaving her shares to her husband J. Richard Fullington, Sr. Thus, the current ownership of the voting shares of Fullington GMC Sales, Inc. is: J. Richard Fullington, Jr. – 575 shares (51%) and J. Richard Fullington, Sr. – 550 shares (49%).

12. J. Richard Fullington, Sr. is the majority shareholder of Fullington Auto Bus Company, a Pennsylvania corporation.

13. Over the years, Fullington GMC Sales, Inc. and Fullington Auto Bus Company have acquired numerous parcels of real property for terminals for use by Fullington Auto Bus Company.

14. Most of these properties have been titled in the name of Fullington GMC Sales, Inc., and thereafter leased by Fullington GMC Sales, Inc. to Fullington Auto Bus Company.

15. A true and correct list of the land titled in the name of Fullington GMC Sales, Inc. that is leased and/or used by the affiliated company, Fullington Auto Bus Company is attached hereto as Exhibit B.

16. By Agreement dated August 20, 1994, Richard Fullington, Sr. and the late Mildred F. Fullington agreed to transfer a majority of the voting stock of Fullington GMC Sales, Inc.

interest to Richard Fullington, Jr., in exchange for certain conditions.

17. One such condition was that Fullington GMC Sales, Inc. and its officers, including J. Richard Fullington, Jr., were not permitted to transfer or sell any assets of Fullington GMC Sales, Inc. used by or leased to Fullington Auto Bus Company, referenced in Exhibit B, without first obtaining the consent of 80% of the shareholders of Fullington GMC Sales, Inc.

18. In furtherance of that term and condition, J. Richard Fullington, Jr. agreed that the consent of eighty percent (80%) of the holders of the voting stock of Fullington GMC Sales, Inc. would be required for all decisions involving the sale or lease of any and all assets of Fullington GMC [Sales, Inc.] which are not used directly for the dealerships operated by Fullington GMC [Sales, Inc.], such as real estate leased to other affiliated companies and motor vehicle equipment used or leased by affiliated companies.

19. This term of the parties' agreement can be found at paragraph 5 of the Agreement dated August 20, 1994, a true and correct copy of which is attached hereto as Exhibit A.

20. The purpose behind this restriction on sale of these properties is two-fold:

- a. First, J. Richard Fullington, Sr. and his wife wanted to ensure that Fullington GMC Sales, Inc. could not sell or dispose of assets of Fullington GMC Sales, Inc. that were used by Fullington Auto Bus Company without the required 80% vote; and
- b. Second, the specific properties used by Fullington Auto Bus Company pursuant to its leases with Fullington GMC Sales, Inc. are unique and critical to the success of Fullington Auto Bus Company, and therefore required the 80% vote of the shareholders of Fullington Auto Bus

Company.

21. Recently, Plaintiffs have become aware that Defendants have negotiated agreements of sale to convey certain properties used by Fullington Auto Bus Company and owned by Fullington GMC Sales, Inc.

22. Specifically, Plaintiffs have learned of a proposed Agreement of Sale whereby Defendants Fullington GMC Auto Sales, Inc. and J. Richard Fullington, Jr. are purporting to convey the Clearfield property, identified on Exhibit B, to Defendant Joseph F. DellAntonio. A true and correct copy of the proposed Agreement of Sale is attached hereto as Exhibit C.

23. Additionally, counsel for the Plaintiffs have learned that Fullington GMC Sales, Inc. has agreed to sell to Defendant RVG Management and Development Company the DuBois property also identified on Exhibit B.

24. Counsel for the Plaintiffs advised Defendant RVG Management and Development Company, through its attorney, Stephen C. Nudel, Esquire, of the anti-alienation provisions of the stock agreement. Attorney Nudel, on behalf of Defendant RVG Management and Development Company responded that he believed he had an enforceable Agreement of Sale and threatened litigation against Plaintiffs. True and correct copies of that correspondence are attached hereto as Exhibit D.

25. Plaintiffs are uncertain whether there is an executed Agreement of Sale relative to either the DuBois property or the Clearfield Property.

26. In any event, any such Agreement of Sale has not received the required shareholder vote to allow the sale to take place.

27. At no point has J. Richard Fullington, Sr. consented to or voted in favor of any

such transfers.

28. To the contrary, J. Richard Fullington, Sr. has advised Defendants that he does not consent and, in fact, opposes any proposed sale of the subject properties.

29. Despite notification by counsel for the Plaintiffs to Defendants, Plaintiffs have apparently proceeded with the transactions despite the absence of the required shareholder vote as required by the Agreement of August 20, 1994.

30. Plaintiffs believe and therefore aver that one or more sales agreements may be in place affecting the properties subject to the eighty percent (80%) vote requirement.

31. The loss of any of any of the subject properties through sale or other conveyance will result in irreparable harm to Plaintiffs for which they have no adequate remedy at law.

32. Consequently, Plaintiffs seek to preliminarily and permanently enjoin Defendants from any further efforts to transfer or convey the properties subject to the eighty percent (80%) vote requirement, and to preliminarily and permanently enjoin or to rescind, as appropriate, any transactions which have taken place to date affecting the subject properties.

33. In addition, to the extent there have been completed transactions which violate the terms of the Agreement of August 20, 1994 as set forth above, Plaintiffs seek herein to rescind such transactions.

34. The Plaintiffs aver that the requested relief herein is necessary to prevent immediate and irreparable harm which cannot be adequately compensated by money damages. The properties have unique characteristics and significance to the business operations such that an award of monetary damages would not sufficiently remedy the loss or alienation of such property.

35. Greater injury would result by refusing the relief requested herein than by granting

it.

36. The relief requested herein maintains the parties' status as to the terms of the Agreement of August 20, 1994.

37. The Defendants' attempt to convey the subject properties absent the 80% vote is actionable and the relief sought herein by Plaintiffs is reasonably tailored to prevent such activity.

38. The Plaintiffs' right to relief is clear and the Defendants' actionable wrong is manifest.

39. Plaintiffs have filed a verified Complaint in equity with the Prothonotary of this Court on concurrent date herewith, a true and correct copy of which is attached hereto as Exhibit E.

40. The issuance of the requested injunction will not be contrary to the public interests, but rather will serve the public interests in that the properties subject to a lawful restriction on their conveyance will not be conveyed wrongfully or illegally in the absence of the vote of 80% of the existing stockholders and potential purchasers will not be subject to litigation for having wrongfully received illegally conveyed properties.

41. The Plaintiffs are likely to succeed on the merits of their claim. The limitations with respect to the conveyance of the subject properties are express and clear and contained within the Agreement of August 20, 1994. It is clear that Defendants J. Richard Fullington, Jr. and Fullington GMC Sales, Inc. are breaching these obligations and are subjecting Plaintiffs and the transferee Defendants to unnecessary loss and expense. The issuance of a Preliminary Injunction will forestall any further damage or loss.

WHEREFORE, Plaintiffs, J. Richard Fullington, Sr. and Fullington Auto Bus Company,

respectfully request that this Honorable Court enter an Order enjoining Defendants from negotiating, selling, leasing, or attempting to sell or lease any properties subject to the eighty percent (80%) vote requirement contained within the agreement of August 1994 including the following properties:

**Summary of Real Property Ownership
Fullington GMC Sales, Inc.**

Blair County

Property	Owner	Deed Book / Page Reference
Route 22, 703 Patchway Road Duncansville, PA 16635 ("Hollidaysburg School District Property")	Fullington GMC Sales, Inc.	Book 1430, Page 1016

Centre County

Property	Owner	Deed Book / Page Reference
Lot #31 Airport Park Subdivision Fox Hill Road State College, PA 16801	Fullington GMC Sales, Inc.	Book 1117, Page 122

Clearfield County

Property	Owner	Deed Book / Page Reference
Second Ward, Borough of Clearfield ("New Portion - Garage")	Fullington GMC Sales, Inc.	Book 534, Pages 553-554
Campolong Property	Fullington GMC Sales, Inc.	Volume 774, Pages 198-201
Clearfield Terminal	J. Richard Fullington, Jr., individually, and Fullington GMC Sales, Inc.	Volume 1046, Pages 411-414
18 Hoover Avenue Dubois, PA 15801 ("Dubois Terminal")	Fullington GMC Sales, Inc.	Volume 1369, Pages 94-98
12-18 Third Street Clearfield, PA ("Heilig-Meyers Property")	Fullington GMC Sales, Inc.	Volume 1597, Pages 587-591

Property	Owner	Deed Book / Page Reference
South Third Street and East Cherry Street Clearfield, PA ("Spencer Lots")	Fullington GMC Sales, Inc.	Volume 1597, Pages 603-606
PA Route 53 RD PA Route 53 RD Houtzdale, PA 16881 ("Mo-Valley Properties")	Fullington GMC Sales, Inc.	Volume 1781, Pages 137-140 Volume 1781, Pages 141-144

Indiana County

Property	Owner	Deed Book / Page Reference
329 Brady Road Marion Center, PA 15759 ("Marion Center Property")	Fullington GMC Sales, Inc.	Book 941, Page 813

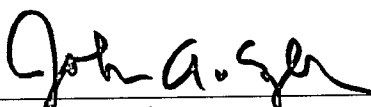
Plaintiffs further request that this Honorable Court enter an Order directing that a copy of the Order granting the preliminary injunction shall be recorded in the appropriate Recorder of Deeds Office indexed to Defendant Fullington GMC Sales, Inc. and the Recorder of Deeds Office of each and every county in which a subject property is located.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

Dated: December 12, 2001

By: _____

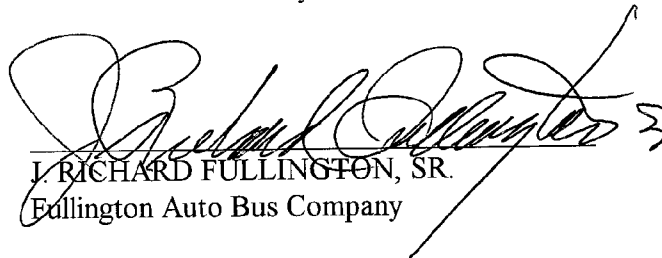


John A. Snyder
I.D. No. 66295
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiffs

VERIFICATION

The undersigned verifies that he is authorized to make this Verification on his own behalf and on behalf of Fullington Auto Bus Company and that the statements made in the foregoing Petition for Preliminary Injunction are true and correct to the best of his knowledge, information and belief. The undersigned understands that false statements herein are subject to the penalties of 18 Pa. C.S.A. § 4904, related to unsworn falsification to authority.


J. RICHARD FULLINGTON, SR.
Fullington Auto Bus Company

Dated: November 26, 2001

A G R E E M E N T

THIS AGREEMENT is made this 20 day of August, 1994, by and between J. RICHARD FULLINGTON, SR., MILDRED F. FULLINGTON and J. RICHARD FULLINGTON, JR., all being stockholders and members of the Board of Directors of Fullington GMC Sales, Inc., a Pennsylvania corporation domiciled in Clearfield, Pennsylvania.

I. PREMISES

1. J. RICHARD FULLINGTON, SR., MILDRED F. FULLINGTON and J. RICHARD FULLINGTON, JR. are each holders of Three Hundred Seventy-Five (375) shares of Class A voting stock of Fullington GMC Sales, Inc., and constitute the sole stockholders and Board of Directors of said corporation.

2. Fullington GMC Sales, Inc. desires to enter into an agreement with General Motors Corporation whereby Fullington GMC will purchase an Oldsmobile, Buick and Cadillac dealership to be located on land in Clearfield County, Pennsylvania, which shall be purchased by Fullington GMC.

3. In order to obtain the franchise from General Motors Corporation, a majority of the Class A voting stock of Fullington GMC must be owned by the named manager of the dealership in the application filed by Fullington GMC with General Motors Corporation in order to secure the dealership.

4. It has been determined by General Motors Corporation that the majority ownership of the Class A voting stock of Fullington GMC must be owned by J. RICHARD FULLINGTON, JR. in order for the franchise and dealership application to be approved.

5. In order for J. RICHARD FULLINGTON, JR. to own fifty-one (51%) percent of the Class A voting stock of Fullington GMC, J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON are each willing to ~~transfer~~ ^{transfer & Gift} to J. RICHARD FULLINGTON, JR. a total of One Hundred (100) shares of Class A voting stock of Fullington GMC, so that J. RICHARD FULLINGTON, JR. will then own five hundred seventy five (575) shares of the Class A voting stock of Fullington GMC, and J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON will each own a total of two hundred seventy five (275) shares.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises contained herein, the parties hereto, intending to be legally bound hereby, warrant, represent and agree as follows:

1. J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON each hereby agree to ~~transfer~~ transfer to J. RICHARD FULLINGTON, JR. ~~and to MILDRED F. FULLINGTON, SR. and MILDRED F. FULLINGTON, JR. each hereby agree to transfer to J. RICHARD FULLINGTON, JR. a total of One Hundred (100) shares of Class A voting stock of Fullington GMC, so that J. RICHARD FULLINGTON, JR. will then own five hundred seventy five (575) shares of the Class A voting stock of Fullington GMC, and J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON will each own a total of two hundred seventy five (275) shares.~~

8/20/94
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~~_____~~
~~_____~~
2. J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON agree to cause the corporation to transfer a total of Two Hundred (200) shares of Class A voting stock from their holdings of Class A voting stock in Fullington GMC to J. RICHARD FULLINGTON, JR., after which the corporation shall issue certificates of stock to J. RICHARD FULLINGTON, JR. evidencing his ownership of an additional Two Hundred (200) shares of Class A voting stock of Fullington GMC, and evidencing the ownership by J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON respectively of a total of Two Hundred Seventy-Five (275) shares each of Class A voting stock of Fullington GMC.

8/20/94
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~~3. J. RICHARD FULLINGTON, JR. agrees to deliver to J. RICHARD FULLINGTON, SR. and to MILDRED F. FULLINGTON, MILDRED F. FULLINGTON, JR. installment notes payable to each respectively, in the amount of fifty five thousand (\$55,000.00) dollars. Said notes shall be payable in fifteen (15) equal annual installments, together with interest at the applicable annual federal rate for term 10 years provided under Section 1274 of the Internal Revenue Code.~~

~~4. The installment notes referred to in the preceding paragraph of this agreement shall be secured by a mortgage agreement executed by J. RICHARD FULLINGTON, SR. by which all of the assets of Fullington GMC are required~~

*8/20/48
mff*

~~pursuant to this agreement shall be pledged by J. RICHARD FULLINGTON, SR. and held by J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON pending payment in full by J. RICHARD FULLINGTON, SR. of said installment notes. In the event of any default by J. RICHARD FULLINGTON, JR., which is not cured within sixty (60) days, pursuant to the terms of said installment notes, the holders of the stock pledge agreement may, upon thirty (30) days written notice to J. RICHARD FULLINGTON, JR., call any or all of the pledged stock at public or private sale and apply the proceeds of such sale to the amount due by the maker of the aforementioned installment notes, or, in the alternative, the holders of the stock pledge may transfer such shares of stock, or all of said stock, to the holder of the pledge in full satisfaction of the amount of said default.~~

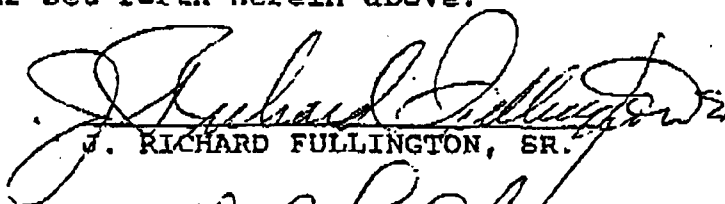
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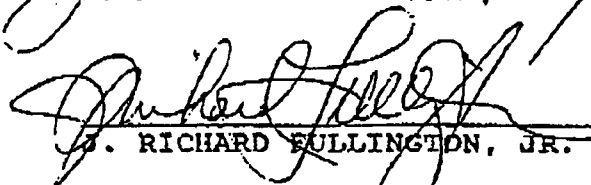
5. By way of further consideration for the ~~transfer~~ transfer of stock by J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON to J. RICHARD FULLINGTON, JR., the parties hereto further agree ~~that the holders of the stock shall be~~ ~~in full satisfaction of the amount of said default.~~ that the consent of eighty (80%) percent of the holders of all Class A voting stock shall be required for all decisions involving the ~~sale~~, sale, or lease of any and all assets of Fullington GMC which are not used directly for the dealerships operated by Fullington GMC, such as real estate leased to other affiliated companies and motor vehicle equipment used or leased by

affiliated companies. In addition, the parties hereto agree that Fullington GMC shall cause to have executed written leases between Fullington GMC and all affiliated companies which currently lease property from Fullington GMC with terms as currently exist.

III. EXECUTION

In witness whereof the parties hereto have executed this agreement this day and year set forth herein above.


J. RICHARD FULLINGTON, SR.


J. RICHARD FULLINGTON, JR.

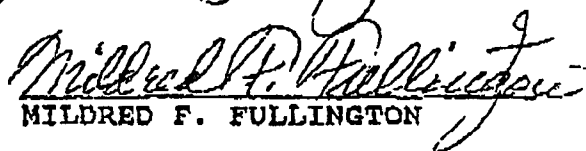

MILDRED F. FULLINGTON

Exhibit B

**Summary of Real Property Ownership
Fullington GMC Sales, Inc.**

Blair County

Property	Owner	Deed Book and Page Reference
Route 22 703 Patchway Road Duncansville, PA 16635 ("Hollidaysburg School District Property")	Fullington GMC Sales, Inc.	Book 1430, Page 1016

Centre County

Property	Owner	Deed Book and Page Reference
Lot #31 Airport Park Subdivision Fox Hill Road State College, PA 16801	Fullington GMC Sales, Inc.	Book 1117, Page 122

Clearfield County

Property	Owner	Deed Book and Page Reference
1. Second Ward, Borough of Clearfield ("New Portion - Garage")	Fullington GMC Sales, Inc.	Book 534, Pages 553-554
2. Campolong Property	Fullington GMC Sales, Inc.	Volume 774, Pages 198-201
3. Clearfield Terminal	J. Richard Fullington, Jr., individually, and Fullington GMC Sales, Inc.	Volume 1046, Pages 411-414
4. 18 Hoover Avenue Dubois, PA 15801 ("Dubois Terminal")	Fullington GMC Sales, Inc.	Volume 1369, Pages 94-98
5. 12-18 Third Street Clearfield, PA ("Heilig-Meyers Property")	Fullington GMC Sales, Inc.	Volume 1597, Pages 587-591
6. South Third Street and East Cherry Street Clearfield, PA ("Spencer Lots")	Fullington GMC Sales, Inc.	Volume 1597, Pages 603-606
7. PA Route 53 RD PA Route 53 RD Houtzdale, PA 16881 ("Mo-Valley Properties")	Fullington GMC Sales, Inc.	Volume 1781, Pages 137-140 Volume 1781, Pages 141-144

Indiana County

Property	Owner	Deed Book and Page Reference
329 Brady Road Marion Center, PA 15759 ("Marion Center Property")	Fullington GMC Sales, Inc.	Book 941, Page 813

AGREEMENT OF SALE

DRAFT

THIS AGREEMENT made the ____ day of _____, 2001, between J. RICHARD FULLINGTON, JR. and LORETTA P. FULLINGTON, husband and wife, and FULLINGTON G.M.C. SALES, INC., a Pennsylvania corporation, of Clearfield, Pennsylvania, J. RICHARD FULLINGTON, SR., a individual, of Clearfield, Pennsylvania, parties of the first part, hereinafter referred to as "SELLERS",

A
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D

JOSEPH F. DELLANTONIO, an individual, of Clearfield, Pennsylvania, parties of the second part, hereinafter referred to as "BUYERS".

WITNESSETH THAT in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The Sellers agree to sell, and the Buyer agrees to purchase the real property located in the Fourth Ward, Clearfield Borough, Clearfield County, Pennsylvania, and more particularly described in Exhibit 'A' attached hereto.

2. The purchase price or consideration shall be the sum of Two Hundred Thirty Thousand (\$230,000.00) Dollars and paid as follows:

A. Buyer shall pay to Seller at time of execution of this agreement the sum of One Thousand (\$1,000.00) Dollars.

B. The balance of the purchase price, Two Hundred Twenty-Nine Thousand (\$229,000.00) Dollars shall be due at time of closing in cash or by certified check.

3. Closing and delivery of deed shall take place within ninety (90) days after loan approval is received by Buyer.

4. Sellers agree to deliver at time of closing a special warranty deed for said property, free and clear of all liens and encumbrances with title to be good and marketable and such as will be insured by a reputable title insurance company at the regular rates. The cost of deed preparation shall be the Sellers. Transfer taxes shall be shared equally.

In the event the Sellers are unable to give good and marketable title or such as will be insured by a reputable title insurance company at the regular rates, Buyer will have the option of taking such title as Sellers can give without changing the price or of being repaid all monies paid by Buyer to Sellers on account of purchase price and Sellers will reimburse Buyers for any costs incurred by Buyers for the following (1) any survey or surveys which may be required by the title insurance

company or the abstracting attorney, (2) the premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; (3) premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; and (4) appraisal fees and charges paid in advance to mortgage lender, if any; In the event that Buyer does not elect to take such title as Seller can give without changing the price, there shall be no further liability or obligation on any of the parties hereto and this Agreement shall become null and void.

5. County and borough real estate taxes and municipal assessments shall be prorated on a calendar year basis. School taxes shall be prorated on a fiscal year basis.

6. Possession of the premises shall transfer to the Buyer at time of closing.

7. This sale is contingent upon Buyer obtaining mortgage financing at standard commercial rates for ninety (90%) percent of the purchase price.

8. Risk of loss, shall remain upon the Sellers until date of closing.

9. This Agreement represents the entire agreement between the parties hereto, and shall extend to and be binding upon their heirs, executors, administrators and assigns.

10. This Agreement may be recorded in the Office of the Register and Recorder.

IN WITNESS WHEREOF, the parties intending to be legally bound hereby, have signed and sealed this Agreement.

WITNESS:

ATTEST:

Secretary

SELLERS:

J. Richard Fullington, Jr.

Loretta P. Fullington

FULLINGTON G.M.C. SALES, INC.

By _____
President

J. Richard Fullington, Sr.

BUYER:

Joseph F. DellAntonio

County Parcel No. _____

This Deed,

MADE the 28th day of February
in the year nineteen hundred and ninety-five (1995).

BETWEEN J. RICHARD FULLINGTON, SR. & MILDRED F. FULLINGTON, husband and wife, of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, Parties of the First Part, GRANTORS;

A
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J. RICHARD FULLINGTON, SR. and MILDRED F. FULLINGTON, as tenants in common, of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, Parties of the Second Part, GRANTEES.

WITNESSETH, That in consideration of One and 00/100 (\$1.00) -----

----- Dollar,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees .

ALL those two (2) certain lots or parcels of land, together with the improvements erected thereon, situate in the Second Ward of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point on Market Street, the Northeast corner of Lot No. 133 in said Borough; thence by line of Market Street East 15 feet to a point; thence by a line parallel with the Eastern line of said Lot No. 133 South 175 feet to an alley; thence by said alley West 15 feet to a point, the Southeast corner of said Lot No. 133; thence by the Eastern line of Lot No. 133 North 175 feet to Market Street, the place of beginning. Being the Western half of the premises which S. D. Bailey, by deed dated January 15, 1913, and recorded in Clearfield in Deed Book 196 at Page 69, conveyed to Jeanne Shaw Bailey.

EXHIBIT "A"

14

THE SECOND THEREOF: BEGINNING at a point on Market Street 15 feet East of the Northeast corner of Lot No. 133 in said Borough; thence by a line parallel with the Eastern line of said Lot No. 133 South 175 feet to an alley; thence by said alley East 15 feet to a point; thence by a line parallel with the line first herein defined and 15 feet distant therefrom North 175 feet to a point in Market Street; thence by line of Market Street West 15 feet to point and place of beginning. Being the Eastern half of the premises which S. D. Bailey, by deed dated January 15, 1913, and recorded in Clearfield in Deed Book 196 at Page 69, conveyed to Jeanne Shaw Bailey, and the said Jeanne Shaw Bailey, by her deed dated the 24th day of January, 1922, and recorded in the Office of the Recorder of Deeds at Clearfield, Pennsylvania, in Deed Book 255 at Page 190 et seq., conveyed to Martha E. Franson.

BEING the same premises which George E. Jordan et al, by their deed dated March 4, 1983, and recorded in Deed Book 878 at Page 145, conveyed to J. Richard Fullington, Sr. and Mildred F. Fullington, Grantors herein.

This is a conveyance from husband and wife to husband and wife and is, therefore, exempt from Pennsylvania Realty Transfer Tax.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

J. Richard Fullington, Sr.

Mildred F. Fullington

This day of February, 1995.

AND the said grantors will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Scaled and delivered in the presence of

N.T.S.

Subscribed by _____
 as _____ of _____

J. Richard Fullington, Sr. [Seal]
 J. Richard Fullington, Sr.
Mildred F. Fullington [Seal]
 Mildred F. Fullington

[Seal]

[Seal]

[Seal]

[Seal]

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantees herein is as follows:
 Six Northwest Fourth Avenue, Clearfield, Pennsylvania 16830.

David S. Ammerman, Attorney or Agent for Grantee

Commonwealth of Pennsylvania

County of CLEARFIELD

ss.

On this, the 28th day of February, 1995, before me
 the undersigned officer, personally appeared J. RICHARD FULLINGTON, SR. and
 MILDRED F. FULLINGTON,
 known to me (or satisfactorily proven) to be the person s whose names are subscribed to the within
 instrument, and acknowledged that they have executed the same for the purpose therein
 contained.

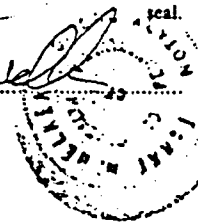
IN WITNESS WHEREOF, I have hereunto set my hand and

My Commission Expires _____

Notarial Seal
 Terry M. Weeks, Notary Public
 Clearfield Boro, Clearfield County
 My Commission Expires April 13, 1996
 Member, Pennsylvania Association of Notaries

THIS DEED REGISTERED WITH
 BOROUGH OF CLEARFIELD

Kathy Spore
 Borough Secretary





Made the 23rd day of October
 Nineteen hundred and eighty-five (1985)

Between PHILIP B. THOMPSON and EVA THOMPSON, his wife, of the
 Borough of Curwensville, County of Clearfield and Commonwealth of
 Pennsylvania, hereinafter referred to as GRANTORS

A
 N
 D

J. RICHARD FULLINGTON, JR., individually, of Clearfield Borough,
 Clearfield County, Pennsylvania, and FULLINGTON G.M.C. SALES, INC., a
 corporation, having its principal office in Clearfield Borough,
 Clearfield County, Pennsylvania, hereinafter referred to as GRANTEES

Witnesseth, That in consideration of the sum of FORTY-FIVE THOUSAND

(\$45,000.00) -----Dollars,
 in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
 and convey to the said grantees, their heirs, successors or assigns,

All that certain piece or parcel of ground, situate in the Fourth
 Ward of the Borough of Clearfield, County of Clearfield and State of
 Pennsylvania, bounded and described as follows:

BEGINNING at the corner of Market Street and Third
 Street in the Borough of Clearfield; thence South along
 Third Street 132 feet to a point; thence East in a line
 parallel to an alley, approximately 40 feet North of the
 aforesaid point, 50 feet to Lot No. 133; thence North along
 said Lot 132 feet to Market Street; thence West along Market
 Street 50 feet to the place of beginning; being part of Lot
 No. 26 in the General Plan of the Borough of Clearfield and
 being a lot with a 50 foot front on Market Street and a 132
 foot front on Third Street.

BEING the same premises which H. J. Thompson et al granted
 and conveyed to Philip B. Thompson and Eva Thompson, Grantors
 herein, by deed dated December 28, 1961 and recorded in the
 Office of the Recorder of Deeds of Clearfield County in Deed
 Book 496, Page 155.

And the said grantors, do hereby warrant SPECIALLY the property hereby conveyed,

In Witness Whereof, said grantors have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

Rose M. Raymond
as to both

Philip B. Thompson
Philip B. Thompson

Eva Thompson
Eva Thompson

Commonwealth of Pennsylvania } ss.
County of CLEARFIELD

On this, the 23rd day of October 1985, before me, ROSE M. RAYMOND,

the undersigned officer, personally appeared PHILIP B. THOMPSON and EVA THOMPSON his wife,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.



Rose M. Raymond
Notary Public

I Hereby Certify, that the precise address of the grantees herein is

314 East Cherry
Clearfield, PA 16830

John D. Akell

THIS DEED REGISTERED WITH
BOROUGH OF CLEARFIELD

John D. Akell
Borough Secretary

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This Deed,

MADE THE *23rd* day of February in the year
of our Lord one thousand nine hundred and ninety-four (1994)

BETWEEN ANGELINE R. THOMPSON, By her attorney-in-fact, COUNTY NATIONAL BANK,
of P.O. Box 42, Clearfield, PA, through Carl J. Peterson, Sr.VP/Trust Officer;

Grantor ,
and J. RICHARD FULLINGTON, JR. and LORETTA P. FULLINGTON, husband and wife,
of P.O. Box 384, Clearfield, PA, as Tenants by the Entireties;

Grantees :
WITNESSETH, that in consideration of Ten Thousand (\$10,000.00) Dollars
Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor do as hereby grant
and convey to the said grantees ,

ALL that certain piece or parcel of ground situate in the
Second Ward of Clearfield Borough, Clearfield County Pennsylvania,
bounded and described as follows:

BEGINNING at a point at the corner of Third Street and an
alley; thence East along said alley 50 feet to Lot No. 133;
thence North along said Lot No. 133 forty feet to a point;
thence West in a line parallel to said alley 50 feet to Third
Street; thence South along Third Street 40 feet to the place
of beginning; being part of Lot No. 126 in the General Plan of
the Borough of Clearfield, and being a parcel of ground with
a 40 foot front on Third Street and extending back in parallel
lines 50 feet to Lot No. 133.

BEING the same premises conveyed to Angeline R. Thompson and
her deceased husband H. J. Thompson by deed dated December 28,
1961, recorded in Clearfield County Deed Book 507, Page 550.

AND the said H.J. Thompson a/k/a Howard J. Thompson died
January 3, 1968, and estate proceedings were opened at
Clearfield County Estate File #27210, whereupon title vested
solely in Angeline R. Thompson as surviving Tenant by the
Entireties.

AND the said Angeline R. Thompson appointed County National
Bank to serve as her attorney-in-fact by durable power dated
March 25, 1988, recorded on October 21, 1993, in Clearfield
County Record Volume 1564, Page 52.

And the said grantor hereby covenant and agree that she will warrant specially the property hereby conveyed.

This document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal, and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this instrument.

IN WITNESS WHEREOF, said grantor has hereunto set hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Nancy J. [Signature]

COUNTY NATIONAL BANK, attorney-in-fact
for Angeline R. Thompson

By:

Carl J. Peterson
Carl J. Peterson, Sr. VP/Trust Officer

Eunice M. Peters
Eunice M. Peters, Ass't Trust Off.

SEAL

SEAL

SEAL

SEAL

State of Pennsylvania

County of Clearfield

On this, 23rd

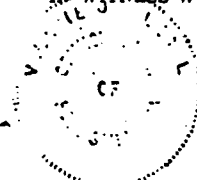
day of

ss.

February, 1994, before me,

the undersigned officer, personally appeared CARL J. PETERSON, SR. VP/TRUST OFFICER and EUNICE M. PETERS, Ass't Trust Officer of County National Bank, attorney-in-fact for Angeline R. Thompson, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Valerie J. Flegal

SEAL

NOTARIAL SEAL
VALARIE J. FLEGAL, Notary Public
Clearfield Boro, Clearfield County, Pa.
My Commission Expires Dec. 31, 1996

I, do hereby certify that the precise residence and complete post office address of the within named grantee is

P.O. Box 384, Clearfield, PA 16830

19

Jeff [Signature]
Attorney for

THIS DEED REGISTERED WITH
BOROUGH OF CLEARFIELD

Kathy [Signature]
Borough Secretary

This Indenture

Made the 6th day of December in the year of our Lord,
one thousand nine hundred and seventy-eight (1978)

Between EUGENE T. CAMPOLONG, a single individual, of 3405 Nottingham
Court, Tampa, Florida, Grantor,

party of the first part and
FULLINGTON G.M.C. SALES, INC., a Pennsylvania corporation with its
principal place of business located at 316 East Cherry Street,
Clearfield, Pennsylvania, Grantee,

party of the second part:
Witnesseth, that the said party of the first part, in consideration of the sum of
Forty-one thousand (\$41,000.00) Dollars

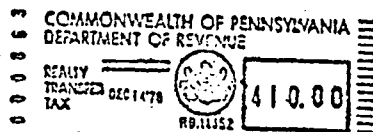
to him now paid by the said party of the second part, does grant, bargain, sell
and convey unto the said party of the second part, its successors and assigns,

All that certain lot of ground situate in Second Ward, Clearfield
Borough, Clearfield County, Pennsylvania, and known in the general
plan of said Borough as Lot No. 133, bounded and described as follows:

BEGINNING on the north by Market Street; on the east by
Lot No. 142; on the south by an alley and on the west
by Lot No. 126. Being fifty (50) feet front on the southerly
side of Market Street and extending, uniform in width, one
hundred seventy-two (172) feet in depth to an alley.

BEING the same premises title to which vested in the Grantor
herein by virtue of a deed from Clearfield Trust Company
to Eugene T. Campolong and Nicholas A. Minute as tenants in
common dated August 19, 1961 and recorded in Clearfield
County Deed Book 491, page 318. Subsequently the said
Nicholas A. Minute, et ux executed a deed to Eugene T.
Campolong dated March 29, 1962 and recorded in Clearfield
County Deed Book 495, page 407 which deed purported to
convey 1/100 interest to the said Eugene Campolong. The
premises was then conveyed to Madison Slacks, Inc. by
Eugene T. Campolong by deed dated May 16, 1973 and recorded
in Clearfield County Deed Book 646, page 111 and then re-
conveyed from Madison Slacks, Inc. to Eugene T. Campolong

by deed dated June 2, 1976 and recorded in Clearfield County Deed Book 720, page 379. A deed for the demised premises was then given by Nicholas A. Minute and Louise Minute to Eugene T. Campolong, an individual, which deed was dated June 8, 1978 and recorded in Clearfield County Deed Book 763, page 138. The purpose of the last recited deed to the Grantee, Eugene T. Campolong, was to eliminate any cloud on the title to the premises created by the prior deed of Nicholas A. Minute, et ux to Eugene T. Campolong dated March 29, 1962 and recorded in Clearfield County Deed Book 495, page 407. It having been the intention of the parties that the said Nicholas A. Minute divest his entire undivided interest in the premises to the said Eugene T. Campolong, the Grantor herein.



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with the appurtenances: To Have and To Hold the same unto and for the use of the said
part y of the second part its successors and assigns forever,

And the said party of the first part

for himself, his heirs, executors and administrators covenants with the
said part y of the second part its successors and assigns against
all lawful claimants SPECIALLY WARRANT






the same and every part thereof to Warrant and Defend.

NOTICE—THIS DOCUMENT ~~MAY NOT~~ ^{DOES NOT} SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO
THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO
HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL ~~MAY HAVE~~ ^{HAVE} THE COMPLETE LEGAL RIGHT TO RE-
MOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE
LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF
THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE
CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the
manner provided in Section 1 of the Act of July 17, 1967, P. L. 984, as amended, and is not intended as notice of unrecorded
instruments, if any.]

Witness the hand and seal of the said party of the first part.

Witness:

Blanche M. Judyway
Edna M. Kerson

Eugene T. Campolong 
Eugene T. Campolong 




NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE
AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF
THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION
AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL
MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE
PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH
THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED
HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION
ACT OF 1966.

WITNESS:

Commonwealth of Pennsylvania

County of _____

BE.

CLEARFIELD AREA SCHOOL DISTRICT

1% REALTY TRANSFER TAX

AMOUNT \$ 410.00

12-14-78 Cecil A. Durns

On this the
before me

day of

, A.D. 19

the undersigned officer, personally appeared

(or satisfactorily proven) to be the person whose name subscribed to the within in-
strument and acknowledged that executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

CLEARFIELD CO. ES

RECORD OF DEEDS - 14-78

DEC 12 20 1978

My commission expires

Cecil A. Durns
Cecil A. Durns, Recorder

(Title of Officer)



LAW OFFICES
STEPHEN C. NUDEL, PC

219 Pine Street
Harrisburg, Pennsylvania 17101

STEPHEN C. NUDEL
MARK W. ALLSHOUSE

(717) 236-5000
FAX (717) 236-5080

October 18, 2001

Daniel E. Bright, Esquire
McQuaide Blasko
811 University Drive
State College, PA 16801-6699

Re: 18 Hoover Avenue
Dubois, PA
Fullington GMC Sales, Inc. to
RVG Management & Development Co.

Dear Mr. Bright:

I am in receipt of your letter dated October 17, 2001, wherein, on behalf of Dick Fullington, Sr., you alleged rights and control of interest to my client RVG Management & Development Company. Note that my client has an executed Agreement of Sale with Fullington GMC Sales, Inc. and expects the seller to perform thereunder.

To the extent you have private rights, I am certain you will pursue them. To the extent my client has rights under an agreement as a bonafide purchaser, I assure you that my client will pursue those.

Finally, if specific threats are made to my client, my client may pursue a cause of action of tortious interference.

Nothing in this letter shall be construed as a waiver of any right or remedy available to my client under law or at equity.

Very truly yours,



Stephen C. Nudel

SCN/kb

cc: Mr. Robert V. Gothier, Sr.
Mr. James Naddeo

McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620
717-531-1199 FAX 717-531-1193
www.mcquaideblasko.com

Reply to: State College Office

October 17, 2001

VIA - FAX TRANSMISSION
(717) 236-5080

Stephen C. Nudel, Esquire
219 Pine Street
Harrisburg, PA 17101

In Re: Fullington Auto Bus Company

Dear Mr. Nudel:

This correspondence is intended to follow-up on our recent telephone conversations.

As we discussed, this firm represents Fullington Auto Bus Company, a Company controlled by Dick Fullington, Sr. Dick Fullington, Sr. is also a shareholder of a sister company, Fullington GMC Sales, Inc. The voting stock of Fullington GMC Sales, Inc. is controlled by Dick Fullington, Jr. Fullington GMC Sales, Inc. owns property in Dubois, Pennsylvania which is leased to and used by Fullington Auto Bus Company as a terminal.

Apparently, discussions have taken place between your client's firm and Dick Fullington, Jr. concerning the possible sale of the Dubois terminal property. For various reasons, the Bus Company does not desire to have this property sold. As noted, the property is leased to Fullington Auto Bus Company. Further, there is an Agreement dated in August 1994 (copy enclosed) which requires an 80% vote of the holders of the Class A voting stock of Fullington GMC Sales, Inc. before any real estate owned by Fullington GMC Sales, Inc. and used by Fullington Auto Bus Company can be sold. Consequently, the sale of the property will be contingent upon obtaining an 80% vote of the Stockholders of Fullington GMC Sales, Inc. For your information, Mildred F. Fullington is deceased and Dick Fullington, Sr. now owns her shares. Dick Fullington, Sr. is not in favor of selling the Dubois terminal.

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright
Paul J. Tomczak Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen
Wayne L. Mowery, Jr. Pamela A. Ruest Michelle S. Katz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Luws John H. Taylor Michael J. Mohr Ivinia N. Jones

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)

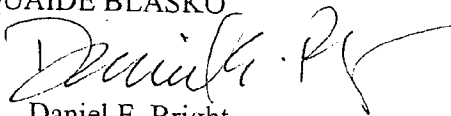
Stephen C. Nudel, Esquire
October 17, 2001
Page 2

Please feel free to contact me if I can provide further information.

Very truly yours,

McQUAIDE BLASKO

By:


Daniel E. Bright

DEB:jlh
Enclosure
cc: Richard Fullington, Sr. (w/o enc.)

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT; and
DEVELOPMENT COMPANY,

Defendants.

No. _____ of 2001

Type of Pleading:

Complaint

Filed on Behalf of:

Plaintiffs

Counsel of Record for

this Party:

John A. Snyder

McQuaide, Blasko, Schwartz, Fleming &

Faulkner, Inc.

811 University Drive

State College, PA 16801

(814) 238-4926

Fax: (814) 238-9624

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT; and
DEVELOPMENT COMPANY,

Defendants.

No. _____ of 2001

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 is 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.

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

Dated: December __, 2001

By: _____

John A. Snyder

I.D. No. 66295

811 University Drive

State College, PA 16801

(814) 238-4926

Attorneys for Plaintiff

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT; and
DEVELOPMENT COMPANY,

Defendants.

No. _____ of 2001

COMPLAINT

AND NOW, come Plaintiffs, J. Richard Fullington, Sr. and Fullington Auto Bus Company, by and through their undersigned attorneys, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and file the following Complaint and in support thereof avers as follows:

1. Plaintiffs are J. Richard Fullington, Sr., an individual residing at 6 Northwest 4th Avenue, Clearfield County, Pennsylvania 16830 and Fullington Auto Bus Company, a Pennsylvania corporation with offices at 316 East Cherry Street, Clearfield County, Pennsylvania 16830.

2. Defendants are J. Richard Fullington, Jr. individually and as majority shareholder and officer/director of Fullington GMC Sales, Inc. and Fullington GMC Sales, Inc. J. Richard Fullington, Jr. is an individual residing at 929 South 6th Street, in Clearfield County, Pennsylvania, 16830 and is the majority shareholder, holding fifty-one percent (51%) of the voting stock of

Defendant Fullington GMC Sales, Inc.

3. Defendant Fullington GMC Sales, Inc. is a Pennsylvania corporation with its principal place of business in Clearfield County, Pennsylvania.

4. Defendant Joseph F. DellAntonio is an adult individual who resides and/or works at Option Care, 219 East Market Street, Clearfield, in Clearfield County, Pennsylvania.

5. Defendant RVG Management and Development Company is a Pennsylvania corporation with a principal place of business in Harrisburg, Pennsylvania.

6. The instant action is brought to enjoin (or rescind) the attempted sale of certain real property currently (or formerly) titled in the name of, *inter alia*, Fullington GMC Sales, Inc., and to prohibit any alienation of equipment used by Fullington Auto Bus Company that would violate an Agreement of August 20, 1994, described in more detail hereafter. A true and correct copy of said Agreement is attached hereto as Exhibit A.

7. Prior to August of 1994, the Board of Directors of Defendant Fullington GMC Sales, Inc. included J. Richard Fullington, Sr., who owned 375 shares of voting stock; the late Mildred F. Fullington, who owned 375 shares of voting stock; and J. Richard Fullington, Jr., who owns 375 shares of voting stock.

8. In or around 1994, Defendant J. Richard Fullington, Jr. requested that J. Richard Fullington, Sr. and the late Mildred F. Fullington, transfer to him sufficient shares of the voting stock of Fullington GMC Sales, Inc. such that, after the transfer, he would own a majority of the voting shares.

9. J. Richard Fullington, Jr. requested the transfer in order to induce General Motors Corporation to grant him a franchise for Oldsmobile, Buick and Cadillac and GMC Truck

automobiles.

10. J. Richard Fullington, Sr. and the late Mildred F. Fullington agreed to each convey 100 shares each of their voting stock to J. Richard Fullington, Jr. The result of this transfer was that J. Richard Fullington, Jr. owned 575 of the 1,125 outstanding shares of voting stock, or fifty-one percent (51%) of the issued and outstanding voting stock. The remainder of the voting stock was held by J. Richard Fullington, Sr. and Mildred F. Fullington, who each owned 275 shares.

11. Mildred F. Fullington passed away on October 16, 1999, leaving her shares to her husband J. Richard Fullington, Sr. Thus, the current ownership of the voting shares of Fullington GMC Sales, Inc. is: J. Richard Fullington, Jr. - 575 shares (51%) and J. Richard Fullington, Sr. - 550 shares (49%).

12. J. Richard Fullington, Sr. is the majority shareholder of Fullington Auto Bus Company, a Pennsylvania corporation.

13. Over the years, Fullington GMC Sales, Inc. and Fullington Auto Bus Company have acquired numerous parcels of real property for terminals for use by Fullington Auto Bus Company.

14. Most of these properties have been titled in the name of Fullington GMC Sales, Inc., and thereafter leased by Fullington GMC Sales, Inc. to Fullington Auto Bus Company.

15. A true and correct list of the land titled in the name of Fullington GMC Sales, Inc. that is leased or used by the affiliated company Fullington Auto Bus Company is attached hereto as Exhibit B.

16. By Agreement dated August 20, 1994, Richard Fullington, Sr. and the late Mildred F. Fullington agreed to transfer a majority of the voting stock of Fullington GMC Sales, Inc.

interest to Richard Fullington, Jr., in exchange for certain conditions.

17. One such condition was that Fullington GMC Sales, Inc. and its officers, including J. Richard Fullington, Jr., were not permitted to transfer or sell any assets of Fullington GMC Sales, Inc. used by or leased to Fullington Auto Bus Company, referenced in Exhibit B, without first obtaining the consent of 80% of the shareholders of Fullington GMC Sales, Inc.

18. In furtherance of that term and condition, J. Richard Fullington, Jr. agreed that the consent of eighty percent (80%) of the holders of the voting stock of Fullington GMC Sales, Inc. would be required for all decisions involving the sale or lease of any and all assets of Fullington GMC [Sales, Inc.] which are not used directly for the dealerships operated by Fullington GMC [Sales, Inc.], such as real estate leased to other affiliated companies and motor vehicle equipment used or leased by affiliated companies.

19. This term of the parties' agreement can be found at paragraph 5 of the Agreement dated August 20, 1994, attached hereto as Exhibit A.

20. The purpose behind this restriction on sale of these properties is two-fold:

- a. First, J. Richard Fullington, Sr. and his wife wanted to ensure that Fullington GMC Sales, Inc. could not sell or dispose of assets of Fullington GMC Sales, Inc. that were used by Fullington Auto Bus Company without the required 80% vote; and
- b. Second, the specific properties used by Fullington Auto Bus Company pursuant to its leases with Fullington GMC Sales, Inc. are unique and critical to the success of Fullington Auto Bus Company, and therefore required the 80% vote of the shareholders of Fullington Auto Bus

Company.

21. Recently, Plaintiffs have become aware that Defendants have negotiated agreements of sale to convey certain properties used by Fullington Auto Bus Company and owned by Fullington GMC Sales, Inc.

22. Specifically, Plaintiffs have learned of a proposed Agreement of Sale whereby Defendants Fullington GMC Auto Sales, Inc. and J. Richard Fullington, Jr. are purporting to convey the Clearfield property, identified on Exhibit B, to Defendant Joseph F. DellAntonio. A true and correct copy of the proposed DellAntonio Agreement of Sale is attached hereto as Exhibit C.

23. Additionally, counsel for the Plaintiffs have learned that Fullington GMC Sales, Inc. has agreed to sell to Defendant RVG Management and Development Company the DuBois property, identified on Exhibit B.

24. Counsel for the Plaintiffs advised Defendant RVG Management and Development Company, through its attorney, Stephen C. Nudel, Esquire, of the anti-alienation provisions of the stock agreement. Attorney Nudel, on behalf of Defendant RVG Management and Development Company responded that he believed he had an enforceable Agreement of Sale and threatened litigation against Plaintiffs. True and correct copies of that correspondence are attached hereto as Exhibit D.

25. Plaintiffs are uncertain whether there is an executed Agreement of Sale relative to either the DuBois property or the Clearfield Property.

26. In any event, any such Agreement of Sale has not received the required shareholder vote to allow the sale to take place.

27. At no point has J. Richard Fullington, Sr. consented to or voted in favor of any such transfers.

28. To the contrary, J. Richard Fullington, Sr. has advised Defendants that he does not consent and, in fact, opposes any proposed sale of the subject properties.

29. Despite notification by counsel for the Plaintiffs to Defendants, Plaintiffs have apparently proceeded with the transactions despite the absence of the required shareholder vote as required by the Agreement of August 20, 1994.

30. Plaintiffs believe and therefore aver that one or more sales agreements may be in place affecting the properties subject to the eight percent (80%) vote requirement.

31. The August 20, 1994 Agreement also purports to protect, *inter alia*, motor vehicle equipment used or leased by affiliated companies. See Exhibit A, pp. 4-5.

32. Attached hereto as Exhibit E is a list of 148 buses currently used by the affiliated company Fullington Auto Bus Company.

33. Plaintiffs herein request that this Honorable Court restrain, enjoin and/or prohibit Defendants J. Richard Fullington, Jr. and/or Fullington GMS Sales, Inc. from selling or leasing said equipment absent the required eighty percent (80%) vote.

34. The loss of any of any of the subject properties or equipment through sale or other conveyance will result in irreparable harm to Plaintiffs for which they have no adequate remedy at law.

35. Consequently, Plaintiffs seek to preliminarily enjoin Defendants from any further efforts to transfer or convey the properties subject to the eighty percent (80%) vote requirement, and to enjoin or to rescind, as appropriate, any transactions which have taken place to date

affecting the subject properties.

36. Moreover, Plaintiffs seek herein to permanently enjoin Defendants from taking any actions that would violate the terms of the August 20, 1994 Agreement such as alienating real estate and/or buses or equipment.

37. Concurrently herewith, Plaintiffs are filing a Petition for Preliminary Injunction seeking to enjoin all currently pending negotiations and/or transactions affecting properties subject to the eighty percent (80%) vote requirement until such time as Defendants have properly obtained the eighty percent (80%) vote required under the Agreement of August 20, 1994 attached as Exhibit A.

38. In addition, Plaintiffs seek to permanently enjoin any efforts by Plaintiffs to sell or lease the properties or equipment subject to the eighty percent (80%) vote requirement absent the actual prior consent of eighty percent (80%) of the holders of all voting stock of Fullington GMC Sales, Inc.

39. In addition, to the extent there have been completed transactions which violate the terms of the Agreement of August 20, 1994 as set forth above, Plaintiffs seek herein to rescind such transactions.

40. Defendant J. Richard Fullington, Jr., as the majority shareholder of Fullington GMC Sales, Inc., owes a fiduciary duty to the minority shareholders to not engage in transactions which are beneficial only to the majority shareholder yet detrimental to the minority shareholders and which contravene the terms of the August 20, 1994, Agreement.

WHEREFORE, Plaintiffs, J. Richard Fullington, Sr. and Fullington Auto Bus Company, respectfully request that this Honorable Court enter a decree:

- a) preliminarily enjoining efforts to transfer or convey the properties subject to the eighty percent (80%) vote required by the Agreement;
- b) permanently enjoining Defendants from selling or leasing or otherwise violating the August 20, 1994 Agreement with respect to the property and equipment protected therein;
- c) rescinding any and all transactions which have been completed which affect the subject properties and which violated the Agreement of August 20, 1994;
- d) awarding Plaintiffs damages for any additional acts or omissions caused by Defendants which are violative of the fiduciary duties owed under the law; and,
- e) granting Plaintiffs' attorneys' fees, costs of this suit, and other relief as this Honorable Court may deem just and equitable.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

Dated: December __, 2001

By: _____

John A. Snyder
I.D. No. 66295
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiffs

FILED

DEC 12 2001

0 B.33/4cc Shaw
William A. Shaw
Prothonotary

27cc Othly Snider
JAS

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

J. RICHARD FULLINGTON, SR.
and FULLINGTON AUTO BUS
COMPANY

vs.

No. 01-1996-CD

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/Director of
Fullington GMC Sales, Inc.:
FULLINGTON GMC SALES, INC.:
JOSEPH F. DELLANTONIO: RVG
MANAGEMENT and
DEVELOPMENT COMPANY

ORDER

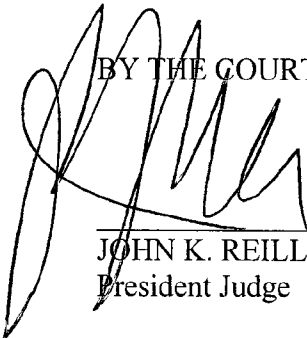
NOW, this 21st day of December, 2001, upon consideration of
recusal of both Judges sitting in the 46th Judicial District, it is the ORDER of this
Court that the Court Administrator of Clearfield County refer the above-captioned
civil matter to Administrative Regional Unit II for assignment of a specially presiding
judicial authority.

FILED

DEC 21 2001

William A. Shaw
Prothonotary

BY THE COURT:



JOHN K. REILLY, JR.
President Judge

FILED

DEC 21 2001

01/11/47 a.m.
William A. Shaw
Notary Public

3 cc att Snyder
3 cc to defendants
no cc to Riv because no address listed

(16)

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

J. RICHARD FULLINGTON, SR., and
FULLINGTON AUTO BUS COMPANY,
Plaintiffs,

v.

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/Director
Of Fullington GMC Sales, Inc.;
FULLINGTON GMC SALES, INC.;
JOSEPH F. DELLANTONIO; RVG
MANAGEMENT and DEVELOPMENT
COMPANY,

Defendants.

No. 01-1996-CD

Type of Pleading:

Acceptance of Service

Filed on behalf of:
Defendant, Joseph F.
DellAntonio

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED

DEC 31 2001

01102611ccattyNaddeo
William A. Shaw
Prothonotary

[Signature]

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD ~~01-2001~~

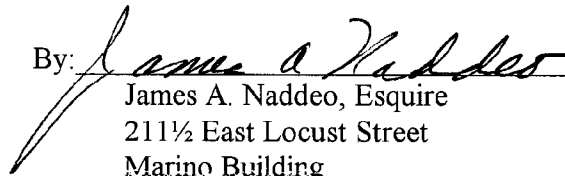
ACCEPTANCE OF SERVICE

TO THE PROTHONOTARY:

I accept service of the Complaint on behalf of Joseph F. Dellantonio and certify that I am
authorized to do so.

Dated: December 8, 2001

By:



James A. Naddeo, Esquire
211½ East Locust Street
Marino Building
P.O. Box 552
Clearfield, PA 16830

Attorney for Defendant
Joseph F. Dellantonio

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

J. RICHARD FULLINGTON, SR., and
FULLINGTON AUTO BUS COMPANY,
Plaintiffs,

v.

J. RICHARD FULLINGTON, JR.,
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Shareholder and Officer/Director
Of Fullington GMC Sales, Inc.;
FULLINGTON GMC SALES, INC.;
JOSEPH F. DELLANTONIO; RVG
MANAGEMENT and DEVELOPMENT
COMPANY,

Defendants.

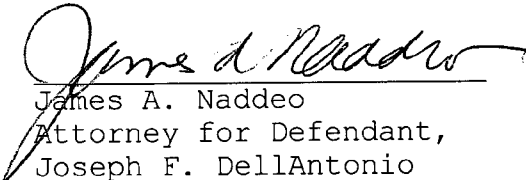
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* No. 01-1996-CD
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CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Defendant, Joseph F. DellAntonio's Acceptance of
Service filed in the above-captioned action was served on the
following person and in the following manner on the 31st day of
December, 2001:

First-Class Mail, Postage Prepaid

John M. Snyder, Esquire
McQuaide Blasko Law Offices
811 University Drive
State College, PA 16801-6699


James A. Naddeo
Attorney for Defendant,
Joseph F. DellAntonio

JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs

v.

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/
Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC
SALES, INC.; JOSEPH F.
DELLANTONIO; RVG MANAGEMENT &
DEVELOPMENT COMPANY,

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 01 1996 CD

CIVIL ACTION - LAW AND EQUITY

PRAECIPE TO ENTER APPEARANCE

Please enter the appearance of Mark W. Allshouse, Esquire
and Law Offices Stephen C. Nudel, PC, as attorneys for Defendant,
RVG Management & Development Co.

LAW OFFICES STEPHEN C. NUDEL, PC

Date: 1/4/02

Mark W. Allshouse
Stephen C. Nudel, Esquire
Attorney ID #41703
Mark W. Allshouse, Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
Attorneys for Defendant,
RVG Management & Development Co.

FILED

JAN 07 2002

William A. Shaw
Prothonotary

(#5)

Defendants

: CIVIL ACTION - LAW AND EQUITY

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been duly served upon the following, by depositing a copy of the same in the United States Mail, first-class, postage prepaid, at Harrisburg, Pennsylvania, as follows:

John A. Snyder, Esquire
McQuaide, Blasko, Schwartz,
Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801

Date: 1/4/02

Mark W. Allshouse Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
Attorney for Defendant,
RVG Management & Development Co.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
NO. 01 1996 CD
CIVIL ACTION-LAW AND EQUITY

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

PLAINTIFF

V.

J. RICHARD FULLINGTON, JR.,
et al.,

DEFENDANT

PRAECIPE TO ENTER APPEARANCE

JAN 10 1997
0113414cc atty Nucl
V. J. RICHARD FULLINGTON, JR.
et al.

LAW OFFICES
STEPHEN C. NUDEL, PC
219 Pine Street
Harrisburg, Pennsylvania 17101
(717) 236-5000

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY

vs.

No. 01-1996-CD

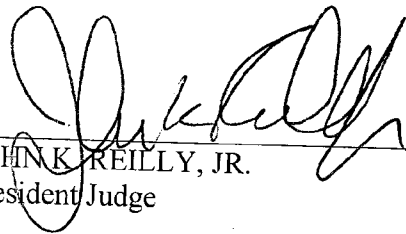
J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY

ORDER


AND NOW, this 8th day of January, 2002, it is the ORDER of
the Court that all outstanding motions in the above-captioned matter will be heard by
the Honorable J. Michael Williamson, Specially Presiding, on **Friday, February 8,**
2002 at 1:30 P.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield,
PA.

BY THE COURT:

FILED


JOHN K. REILLY, JR.
President Judge

JAN 08 2002

03.4/111 J. Williamson
William A. Shaw 3 cc J. Snyder
Prothonotary


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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
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and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on Behalf of:

Plaintiffs

Counsel of Record for
this Party:

John A. Snyder

McQuaide, Blasko, Schwartz, Fleming &

Faulkner, Inc.

811 University Drive

State College, PA 16801

(814) 238-4926

Fax: (814) 238-9624

FILED

JAN 11 2002

M/1:04/1106L
William A. Shaw
Prothonotary

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

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Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Judge Reilly's Order scheduling a hearing for February 8, 2002, at 1:30 p.m., before Judge Williamson, was mailed by U.S. First Class Mail, postage prepaid, on this 10th day of January, 2002, to the attorneys/parties of record:

Stephen C. Nudel, Esquire
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
(Attorney for Defendant RVG
Management and Development
Company)

J. Richard Fullington, Jr.
929 South 6th Street
Clearfield, PA 16830

Fullington GMC Sales, Inc.
(State Route 879 & I-80)
P.O. Box 290
Clearfield, PA 16830

James A. Naddeo, Esquire
211½ East Locust Street
Marino Building
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601
(Attorney for Defendant
Joseph F. Dellantonio)

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: John A. Snyder
John A. Snyder
I. D. No. 66295
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
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Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT; and
DEVELOPMENT COMPANY,

Defendants.

CIVIL DIVISION

No: 01-1996-CD

PRELIMINARY OBJECTIONS

FILED ON BEHALF OF:

Defendants

Counsel of Record for this party:

James A. Naddeo, Esquire
211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
Pa I.D. 06820

(814) 765-1601

FILED

JAN 17 2002

013411ccatt
William A. Shaw
Prothonotary



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

J. RICHARD FULLINGTON, SR. and
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Plaintiffs,

vs.

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Individually and as Majority Shareholder
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RVG MANAGEMENT; and
DEVELOPMENT COMPANY,

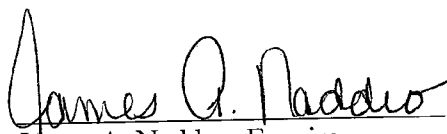
Defendants.

No. 01-1996-CD

NOTICE TO PLEAD

TO: PLAINTIFFS

You are hereby notified to plead to the within Preliminary Objections within
twenty (20) days of service hereof or a default judgment may be entered against you.


James A. Naddeo, Esquire
Attorney for the Defendants
211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

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

J. RICHARD FULLINGTON, SR. and	:	
FULLINGTON AUTO BUS COMPANY,	:	
	:	No. 01-1996-CD
Plaintiffs,	:	
	:	
vs.	:	
	:	
J. RICHARD FULLINGTON, JR.,	:	
Individually and as Majority Shareholder	:	
And Officer/Director of Fullington GMC	:	
Sales, Inc.; FULLINGTON GMC SALES,	:	
INC.; JOSEPH F. DELLANTONIO;	:	
RVG MANAGEMENT; and	:	
DEVELOPMENT COMPANY,	:	
	:	
Defendants.	:	

PRELIMINARY OBJECTIONS TO PLAINTIFFS' COMPLAINT

AND NOW, come the Defendants, by and through their attorney, James A. Naddeo, and file the following Preliminary Objections to Plaintiffs' Complaint:

1. The Plaintiffs' commenced this action by filing a Complaint.
2. The Plaintiffs' Complaint seeks to enjoin and/or rescind the sale of various properties titled in the name of Fullington GMC Sales, Inc.

COUNT I
MOTION TO DISMISS/DEMURRER

3. Paragraphs one through three are incorporated herein by reference.
4. As set forth in Paragraph 3 of Plaintiffs' Complaint, Fullington GMC Sales, Inc. is a corporation with its principal place of business in Clearfield County, Pennsylvania.

5. The Plaintiffs in the above-captioned matter are Fullington Auto Bus Company, a corporation, and J. Richard Fullington, Sr., a member of the Board of Directors of Defendant Fullington GMC Sales, Inc., prior to August of 1994. (See Plaintiffs' Complaint, Paragraph 7).

6. Plaintiffs' Complaint seeks to rescind and/or enjoin the sale of properties by Fullington GMC Sales, Inc..

7. The alleged basis for Plaintiffs' claims is an Agreement dated August 20, 1994, allegedly signed by the shareholders of Fullington GMC Sales, Inc., and attached to Plaintiffs' Complaint as Exhibit "A".

8. General principles of Pennsylvania law provide that corporations are separate and distinct legal entities. Lokay v. Lehigh Valley Cooperative Farmers, Inc., 342 Pa.Super. 89, 492 A.2d 405 (1985).

9. Shareholders are not deemed to be owners of the assets of the corporation. Meitner v. State Real Estate Com., 1 Pa.Cmwlth. 426, 275 A.2d 417 (1971).

10. Likewise, officers of the corporation are not deemed to be owners of the corporate property even to the extent that they are shareholders of the corporation. Meitner, supra.

11. Contracts entered into by and between corporations are deemed to be the contracts of the corporation, or the legal entity created by the corporate charter, and not the contract of the individual members of the corporation. Loeffler v. McShane, 372 Pa.Super. 442, 539 A.2d 876 (1988).

12. The Plaintiffs' Complaint fails to allege that the Agreement signed by the shareholders was executed by Fullington GMC Sales, Inc.

13. A review of the Agreement attached to Plaintiffs' Complaint as Exhibit "A" reveals that the corporation was not a signatory to the 1994 Agreement.

14. Accordingly, Fullington GMC Sales, Inc. is not bound by the provisions of an agreement signed by its shareholders in 1994.

15. Additionally, any agreement entered into between the shareholders which attempts to interfere with the discretion of the Board of Directors and officers is unenforceable.

16. Unless otherwise provided in a bylaw adopted by the shareholders, the board of directors is vested with all powers to manage the corporation. 15 Pa.C.S.A. § 1721.

17. In discharging the duties of their respective positions, the board of directors is not required to regard any corporate interests or the interests of any particular group when rendering decisions regarding the best interests of the corporation. See 15 Pa.C.S.A. § 1715(b).

18. Plaintiffs' rely upon an agreement between the shareholders which purports to limit the powers of the corporation's board of directors and officers, not bylaws properly voted upon and adopted by the shareholders.

19. Pennsylvania law does not permit recovery under the facts alleged in Plaintiffs' Complaint.

20. Accordingly, Plaintiffs' Complaint should be dismissed for failure to state a claim upon which relief can be granted. Pa.R.C.P. 1028(a)(4).

COUNT II
MOTION TO DISMISS/DEMURRER
Fullington Auto Bus Company vs. J. Richard Fullington, Jr., et al

21. Paragraphs one through twenty are incorporated herein by reference.
22. Plaintiff, Fullington Auto Bus Company, was not a signatory to either of the agreements dated August 20, 1994 and relied upon as the sole support for Plaintiffs' claims.
23. Although the Plaintiffs allege that properties owned by Fullington GMC Sales, Inc. were "leased to or used" by Fullington Auto Bus Company, such use for an indefinite period of time constitutes a violation of the rule against perpetuities. (See Plaintiffs' Complaint, Paragraphs 14-15.)
24. Additionally, although Plaintiff, Fullington Auto Bus Company, alleges an apparently indefinite right of beneficial use of properties owned by Fullington GMC Sales, Inc., no lease agreement or any other agreements have been produced which provide standing to Plaintiff Fullington Auto Bus Company to rescind or enjoin the sale of properties owned by Fullington GMC Sales, Inc.
25. Pennsylvania law does not permit recovery to Plaintiff Fullington Auto Bus Company under the facts alleged in Plaintiffs' Complaint.
26. Accordingly, Plaintiffs' Complaint should be dismissed for failure to state a claim upon which relief can be granted. Pa.R.C.P. 1028(a)(4).

COUNT III
MOTION TO DISMISS/DEMURRER
J. Richard Fullington, Sr., et al vs. Joseph F. Dellantonio

27. Paragraphs one through twenty-six are incorporated herein by reference.

28. As set forth above, the Plaintiffs' are seeking to enjoin and/or rescind the sale of property by Fullington GMC Sales, Inc.

29. The Plaintiffs specifically aver that Defendant, Joseph F. Dellantonio, agreed to purchase property owned by Defendant Fullington GMC Auto Sales, Inc. and J. Richard Fullington, Jr. (See Plaintiffs' Complaint, Paragraph 22).

30. The Agreement of Sale entered into by the parties was attached to Plaintiffs' Complaint as Exhibit "C". (See Plaintiffs' Complaint, Paragraph 22).

31. The Plaintiffs' Complaint fails to allege a cause of action against Defendant, Joseph F. Dellantonio.

32. The Plaintiffs' Complaint fails to include any cause of action which would entitle them to relief against Defendant, Joseph F. Dellantonio, a bona fide purchaser of property.

33. Pennsylvania law does not permit recovery against Defendant Joseph F. Dellantonio under the facts alleged in Plaintiffs' Complaint.

34. Accordingly, Plaintiffs' Complaint should be dismissed for failure to state a claim upon which relief can be granted. Pa.R.C.P. 1028(a)(4).

COUNT IV
MOTION TO STRIKE FOR FAILURE TO CONFORM
TO LAW OR RULE OF COURT

35. Paragraphs one through thirty-four are incorporated herein by reference.

36. Although the Plaintiffs' allege that a shareholders' agreement dated August 20, 1994 prohibits the transfer of property, they have failed to attach the second

shareholder agreement also produced by Plaintiffs' counsel, and relied upon by Plaintiffs' counsel. (See copy of Shareholder Agreement, dated August 20, 1994, attached hereto as Exhibit "A".

37. Accordingly, Plaintiffs' Complaint fails to conform to law and rules of court pursuant to Pa.R.C.P. 1028(a)(2).

COUNT V
MOTION TO STRIKE FOR FAILURE TO JOIN AN INDISPENSABLE PARTY

38. Paragraphs one through thirty-seven are incorporated herein by reference.

39. The second shareholders' agreement, attached hereto as Exhibit "B" contains the signatures of shareholders who have not been included as parties to this action.

40. Because the Plaintiffs are seeking to enforce or enjoin the sale of property based upon the alleged agreement of the shareholders in 1994, all shareholders are essential and necessary to the present action.

41. By failing to include all of the shareholders as Plaintiffs, the Plaintiffs' Complaint is defective for nonjoinder pursuant to Pa.R.C.P. 1028(a)(5).

COUNT VI
MOTION TO STRIKE SCANDALOUS AND IMPERTINENT MATTER

42. Paragraphs one through forty-one are incorporated herein by reference.


43. Paragraph forty (40) of Plaintiffs' Complaint contains allegations which are immaterial and inappropriate to the proof of Plaintiffs' cause of action.

44. Specifically, Paragraph forty (40) of Plaintiffs' Complaint contains a conclusion of law, and fails to include any facts which further Plaintiffs' cause of action.

45. Accordingly, Paragraphs forty (40) should be stricken as scandalous and impertinent pursuant to Pa.R.C.P. 1028(a)(2).

WHEREFORE the Defendants respectfully request the Court enter an Order granting Defendants' Preliminary Objections and dismissing Plaintiffs' Complaint.

Respectfully Submitted,


James A. Naddeo, Esquire
Attorney for the Defendants
211 ½ E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
Individually and as Majority Shareholder
And Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT; and
DEVELOPMENT COMPANY,

Defendants.

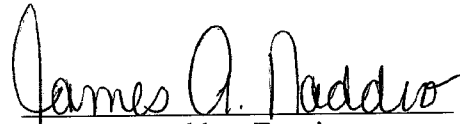
No. 01-1996-CD

CERTIFICATE OF SERVICE

AND NOW, this 17th day of January, 2002, James A. Naddeo, Esquire, hereby
certifies that the foregoing Preliminary Objections have been served upon the following
in the manner indicated herein:

VIA U.S. FIRST CLASS MAIL:

John A. Snyder, Esquire
McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801


James A. Naddeo, Esquire
Attorney for the Defendants
211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

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

J. RICHARD FULLINGTON, SR., and
FULLINGTON AUTO BUS COMPANY,
Plaintiffs,

v.

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/Director
Of Fullington GMC Sales, Inc.;
FULLINGTON GMC SALES, INC.;
JOSEPH F. DELLANTONIO; RVG
MANAGEMENT and DEVELOPMENT
COMPANY,

Defendants.

No. 01-1996-CD

Type of Pleading:

Praecipe for Entry
of Appearance

Filed on behalf of:
Defendants,

J. Richard Fullington,
Jr., Fullington GMC
Sales, Inc. and Joseph
F. DellAntonio

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED

JAN 18 1996

William A. Shaw
Prothonotary

JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

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JAN 18 1967

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William A. Shaw
Prothonotary



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

J. RICHARD FULLINGTON, SR., and
FULLINGTON AUTO BUS COMPANY,
Plaintiffs,

v.

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/Director
Of Fullington GMC Sales, Inc.;
FULLINGTON GMC SALES, INC.;
JOSEPH F. DELLANTONIO; RVG
MANAGEMENT and DEVELOPMENT
COMPANY,

Defendants.

No. 01-1996-CD

Type of Pleading:

Certificate of Service

Filed on behalf of:
Defendants,

J. Richard Fullington,
Jr., Fullington GMC
Sales, Inc. and Joseph
F. DellAntonio

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED

JAN 18 2002

01/18/02/11c atty
William A. Shaw
Prothonotary

Naddeo
[Signature]

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

J. RICHARD FULLINGTON, SR., and
FULLINGTON AUTO BUS COMPANY,
Plaintiffs,

v.

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/Director
Of Fullington GMC Sales, Inc.;
FULLINGTON GMC SALES, INC.;
JOSEPH F. DELLANTONIO; RVG
MANAGEMENT and DEVELOPMENT
COMPANY,

Defendants.

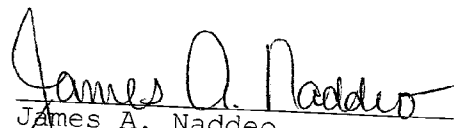
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* No. 01-1996-CD
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CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Defendants, J. Richard Fullington, Jr.,
Fullington GMC Sales, Inc. and Joseph F. DellAntonio's Preliminary
Objections filed in the above-captioned action was served on the
following person and in the following manner on the 18th day of
January, 2002:

First-Class Mail, Postage Prepaid

Mark W. Allshouse, Esquire
Law Office of Stephen C. Nudel, PC
219 Pine Street
Harrisburg, PA 17101


James A. Naddeo
Attorney for Defendants,
J. Richard Fullington,
Jr., Fullington GMC
Sales, Inc. and
Joseph F. DellAntonio

JAMES A. NADDEO
ATTORNEY AT LAW
211½ EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
Individually and as Majority Shareholder
And Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT; and
DEVELOPMENT COMPANY,

Defendants.

CIVIL DIVISION

No: 01-1996-CD

MOTION FOR ADDITIONAL
BOND

FILED ON BEHALF OF:

Defendants

Counsel of Record for this party:

James A. Naddeo, Esquire
211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
Pa I.D. 06820
(814) 765-1601

FILED

JAN 18 2002
01/31/05/3cc atty Naddeo
William A. Shaw
Prothonotary

#11

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
Individually and as Majority Shareholder
And Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT; and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

MOTION FOR ADDITIONAL BOND

AND NOW, come the Defendants, by and through their attorney, James A. Naddeo, and file the following Motion for Additional Bond and aver as follows:

1. The Plaintiffs' commenced this action by filing a Complaint.
2. The Plaintiffs are seeking to enjoin the sale of property owned by Defendant Fullington GMC Sales, Inc.
3. Fullington GMC Sales, Inc. has agreed to sell the property at issue, for the sum of \$650,000.00. (A copy of the Sales Agreement is attached hereto as Exhibit "A").
4. A recent appraisal performed on the property values the property at \$325,000.00. (A copy of the Appraisal is attached hereto as Exhibit "B").
5. When seeking special relief in the form of an injunction, a plaintiff must file a bond in an amount fixed and with security approved by the court for payment "to

any person injured [and for] all damages sustained by reason of granting the injunction and all legally taxable costs and fees." Pa.R.C.P. 1531 (b)(1).

6. Alternatively, plaintiffs can deposit with the Prothonotary legal United States tender. Pa.R.C.P. 1531(b)(2).

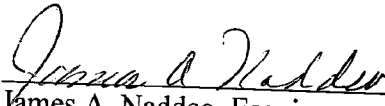
7. Where an injunction is found to have been improperly issued, the enjoined party may use the bond amount as a source of damages payment for all damages accrued.

8. In the case at bar, the Plaintiffs posted a bond in the amount of \$100.00.

9. Such bond was clearly inadequate pursuant to the facts and circumstances stated above.

WHEREFORE the Defendants respectfully request the Court enter an Order requiring an additional bond in the amount of \$325,000.00 pursuant to Pa.R.C.P. 1531(b).

Respectfully Submitted,


James A. Naddeo, Esquire
Attorney for the Defendants
211 ½ E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement") is entered this September day of 25, 2001, by and between Fullington GMC Sales, Inc. ("Seller") and RVG Management & Development Company, its heirs, successors and assigns ("Buyer").

INTRODUCTORY STATEMENT

A. Seller currently owns that certain parcel of real property containing approximately (Parcel I) 1.56 Acres and (Parcel II) approximately .03 acres in the Election District of Clearfield County, more fully described as 18 Hoover Avenue, Dubois, PA 15801, recorded among the Land Records of Clearfield county, together with all rights, waterways and privileges thereto belonging or in anyway appertaining (collectively, the "Property").

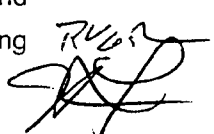
B. Buyer desires to acquire the Property from Seller and to erect thereon retail stores (the "Project").

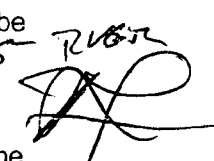
C. Seller desires to sell the Property to Buyer, and Buyer desires to acquire the Property from Seller, upon, subject to and in accordance with the terms and provision set forth in this Agreement.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the Introductory Statement, which is a material and substantive part of this Agreement, and in consideration of the purchase price listed below as well as other good and valuable consideration, the receipt of which is hereby acknowledged, the Sellers and the Buyer agree as follows:

1. Property. Seller agrees to sell and convey to Buyer by special warranty deeds, those parcel of land referenced above and outlined on the map attached as Exhibit "A".

2. Purchase Price. The purchase price for the Property shall be ~~Five Hundred Thousand~~ Six Hundred Fifty Thousand Dollars (~~\$500,000.00~~). The Purchase Price shall be paid by Buyer to Seller in the following manner: (650,000.00) 

(a) Deposit. Simultaneously with the execution of this Agreement by Buyer and Seller, Buyer shall deliver to Buyer's title company (the "Escrow Agent") in escrow, by check ~~promissory note~~ (the "Deposit") the sum of Ten Thousand Dollars (\$10,000.00). At Closing the promissory note shall be paid to Seller and shall be credited toward the Purchase Price. See paragraph 25 
to Deposit here Escrow goes to.

(b) Balance of Purchase Price. Buyer shall pay to Seller at Closing (the amount) of the Purchase Price (remaining due as of Closing after payment by Buyer of the Deposit,) by cash or title company check, or by wire transfer to an account designated by Seller.

3. Closing. The conveyance of the Property and the payment of the balance of the Purchase Price ("Closing") shall take place at the office of Buyer's title company or settlement attorney, during normal business hours, within thirty (30) days following satisfaction of all of conditions precedent to Closing set forth in Section 7 and 8 hereof, provided, however, that if



Closing has not taken place by one (1) year as of the signing of this agreement, then this agreement shall be null and void and of no further force or effect and the Deposit shall be returned to Buyer unless the parties agree at the time to extend the outside date for Closing to a subsequent date certain. At Closing, Seller shall also deliver to Buyer a sworn affidavit executed by Seller and in substantially the form of attached hereto as Exhibit "A", stating that Seller is not a foreign entity or person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, and setting forth Seller's United States Taxpayer Identification Number. If Seller fails to furnish Buyer with such affidavit, the person who conducts the Closing shall withhold the Purchase Price any amount required to be withheld therefrom under the Internal Revenue Code, and shall deliver such funds to the Internal Revenue Service, together with any appropriate forms.

4. Closing Adjustments. Real estate taxes, water and sewer rents and charges on the Property, including special assessments, and all public charges payable on an annual basis shall be prorated between Buyer and Seller on a fiscal year basis, using the fiscal year of the applicable public authority (or the billing period of any utility service) as the basis for accrual thereof, as of the date of Closing and thereafter assumed by Buyer. The cost of all transfer taxes and documentary stamps imposed on or in connection with this transaction shall be split equally by Buyer and Seller.

5. Possession. Possession of the Property shall be given to Buyer at Closing, free and clear of any tenancies affecting the Property.

6. Conveyances. At Closing and upon payment of the Purchase Price as provided for in this Agreement, Seller shall convey the Property to Buyer in fee simple by a special warranty deed with covenants against encumbrances and of further assurances. Seller shall convey good and marketable fee simple title to Buyer in fact, and of record, insurable at regular rates and free and clear of all liens, encumbrances, easements, restrictions, leases and other matters affecting title except for (a) the lien for taxes not yet due and payable; (b) easements for public utilities recorded among the Land Records and specifically approved by Buyer; and (c) restrictions, covenants and other matters affecting title (other than mortgage, mechanics' liens and other matters that may be discharged by the payment of money at Closing, which Seller covenants to do), recorded among the Land Records as of the date of this Agreement which do not adversely affect Buyer's ability to construct the Project.

7. Title. If title to the Property shall not be found good, marketable and insurable at regular rates prior to Closing, the Buyer shall specify in writing the defects found, and seller shall use its best efforts and reasonable diligence to make the said title good, marketable and insurable at regular rates and shall have a reasonable time within which to do so, not to exceed thirty (30) days following the date of the Buyer's notice to Seller. If Seller is unable to make said title good, marketable and insurable, as above, within the said thirty (30) day period, then Buyer may have, at its option, an additional sixty (60) days within which to attempt to cure any remaining title defects. If Buyer does not desire to attempt to cure such defect, or having attempted, is unable to do so within said sixty (60) day period, then, at Buyer's option, Seller shall deliver title in its then existing condition, or Buyer may terminate this Agreement [and the Escrow Agent shall refund the Deposit to the Buyer]. At Buyer's election, the Closing date shall be adjourned and tended to reflect any extensions, if any, in the curing of title. If Buyer cures any title defects as provided in this Section 7, then Buyer shall be entitled to a credit against the Purchase Price in an amount equal to its costs, expenses and disbursements in connection with effecting such cure.

*Seller Has to pay
any and all Liens + Encumbrances on the Property up to
4500,000. —*

[Handwritten signatures]

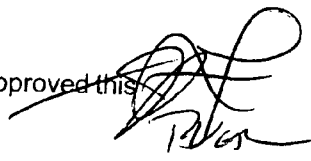
8. Conditions Precedent. The obligation of Buyer to close on the Property is subject to satisfaction of the following conditions (the "Conditions Precedent"), any or all of which may be waived, in whole or in part, by Buyer:

(a) Public Approvals. Buyer shall have obtained final and unappealable approval by applicable governmental authorities of Buyer's development of the Project on the Property, which approvals shall include, but not be limited to, site plan, zoning, subdivision, building permit, curb cuts, parking lot and signage (the "Approvals"). At its sole cost and expense, Buyer shall expeditiously and diligently pursue said Approvals. Seller will take reasonable steps to assist Buyer in Buyer's efforts to obtain the Approvals (including joining with Buyer in all necessary governmental application).

(b) Sewer and Water Moratoria. Public sewer or water hookups shall be available to the Property with a capacity adequate for the development of the Property in accordance with Buyer's site plan.

(c) Purchase Agreement. Seller shall have timely performed all of his duties and obligations under this Agreement.

(d) Corporate Approval. Buyer's Real Estate Committee shall have approved this Agreement within one hundred twenty (120) days following the date hereof.



9. Feasibility Period. For a period of four months following the date of this Agreement (the "Feasibility Period") Buyer shall have the right to enter upon the Property to investigate all aspects of the Property, including, without limitation, soil and sub-soil conditions (including core samples, wetland demarcation and other related tests), and to conduct environmental studies, engineering studies, market studies, land use and planning feasibility studies, utilities availability studies, drainage, access, sewer, and such other investigations as Buyer, in its sole discretion, may desire to determine the feasibility of acquiring the Property and developing the Project. Any entry by Buyer onto the Property shall be subject to the following conditions:

(i) Such entry shall be at Buyer's sole cost and expense;

(ii) Such entry shall not constitute a taking of possession by Buyer;

(iii) Buyer shall return each test location to substantially its original condition;

(iv) Neither Buyer nor any of its agents or contractors shall suffer or cause any liens or encumbrances against the property arising from such activities, and Buyer shall indemnify, defend and save harmless Seller from any such liens or encumbrances.

(v) Buyer shall indemnify and hold Seller harmless from and against any claims for injuries to persons or property or other liability arising out of or in any way related to Buyer's activities on the Property including any (1) claims or judgments against Seller or (2) physical damage to the Property, in either case caused by any acts or omissions of Buyer, its agents and contractors while on the Property prior to closing unless such claims or liability result from the negligence or willful misconduct of Seller or its agents or contractors.

(a) Right to Terminate. If Buyer determines, in Buyer's sole discretion, not to acquire the Property then Buyer may, at its option, terminate this Agreement by written notice to Seller on or before the expiration of the Feasibility Period. Upon such termination by Buyer, [the Escrow Agent shall promptly return the Deposit to Buyer, and thereafter] this Agreement shall be null and void and neither party shall have any further rights, duties, liabilities or obligations, at law or in equity, arising out of or relating to this Agreement. Notwithstanding the foregoing, Buyer may extend the Feasibility Period for a period of four (4) month(s) by delivering written notice to Seller prior to the expiration of the initial four (4) month Feasibility Period.

10. Seller's representation. Seller represents and warrants to Buyer as of the date hereof and as of Closing that:

(a) Seller owns good and marketable fee simple title to the Property;

(b) Applicable land use regulations permit use of the Property as a retail store [which also sells alcoholic beverages] as a matter of right, and not subject to any variance or conditional use approval or special exception for retail stores with parking as contemplated by Buyer;

(c) Seller has the authority to execute this Agreement and to transfer good and marketable fee simple title to the Property to Buyer;

(d) This Agreement and such other instruments and document to be executed by Seller to effect the conveyance contemplated by this Agreement will, when executed and delivered, constitute the valid and binding obligation of Seller enforceable in accordance with their respective terms;

(e) To the best of Seller's knowledge, after reasonable inquiry, there are no existing violations of any laws and regulations of applicable governmental authorities affecting the Property, no governmental actions pending not, to the best of Seller's knowledge, being threatened against Seller or the Property, or which would prohibit the use of the Property for Buyer's Intended Use;

(f) There are no suits, hearings or other legal proceedings pending, not to the best of Seller's knowledge, threatened or reasonably anticipated against Seller with respect to the Property or affecting the Property before any court or governmental authority;

(g) There are no outstanding contracts or agreements binding against Seller or the Property other than those that are of record among the Land Records or as disclosed in this Agreement;

(h) Electricity, natural gas, public water, public sanitary sewer and telephone service are available to the Property without any moratorium;

(i) The present use of the Property is not in violation of any statute, ordinance or code;

(j) The Property (including the land, surface water, ground water, and improvements to the land) is free of all contamination, including (i) asbestos; (ii) any "hazardous waste" as defined by applicable state law and by the Resource Conservation and Recovery Act of 1976, as amended from time to time and Regulations promulgated thereunder; (iii) and "Hazardous substance" as defined by applicable state law and by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time, and Regulations promulgated thereunder;

(k) The Property is in compliance with all environmental laws and regulations, including, but not limited to, hazardous waste regulations and wetlands regulations, and to the best of Seller's knowledge, no unlawful dredging or filling of wetlands has been performed on the Property; and

(l) There are no underground storage tanks on the Property, and to the best of Seller's knowledge, no underground storage tanks have been located on the Property.

Seller shall reimburse, defend, indemnify and hold harmless Buyer, its successors, assigns and other parties claiming any interest in the Property by, through or under Buyer, from and against any and all liabilities, claims, damages, penalties, expenditures, losses or charges (including, but not limited to, all costs of investigation, monitoring, legal fees, remedial response, removal, restoration or permit acquisition) that may, now or in the future, be undertaken, suffered, paid, awarded, assessed or otherwise incurred as the result of (a) any contamination existing on, above or under the Property at the date of Closing; (b) any investigation, monitoring, clean up, removal, restoration, remedial response or remedial work under-taken on the Property by or on behalf of Seller subsequent to the sale to Buyer with respect to any such contamination; and (c) Seller's breach of any representation or warranty given herein. This indemnity shall survive Closing of the execution and delivery of the deed. *Seller to remedy any and all contamination up to the first \$100,000.*

11. Condemnation. If, prior to Closing, any part of the Property, the loss of which would in Buyer's judgment materially affect the use, development and occupancy thereof, as contemplated by Buyer's development plan, is taken pursuant to eminent domain proceedings (or private purchase in lieu thereof), or any such proceedings commence, then Buyer may elect by written notice to Seller either to (a) terminate this Agreement, or (b) proceed to Closing with an adjustment in the Purchase Price equal to any condemnation award or payments received by Seller or to which Seller may be entitled. Upon any termination of this Agreement under clause (a) above, this Agreement shall be null and void and neither party shall have any further rights, duties, obligations or liabilities, at law or in equity, arising out of or relating to this Agreement. Seller agrees to notify Buyer of eminent domain proceedings (or private purchase in lieu thereof) within five (5) days after Seller received written notice of any such proceedings from the condemning authority.

12. Notices. All notices and requests required or permitted hereunder shall be sent by United State certified mail, return receipt requested and, to be effective, shall be postmarked not later than the final date for giving of such notice; or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving of such notice. Notices to the Buyer shall be addressed as follows:

RVG Management & Development Co.
1000 North Front Street
Suite 500
Wormleysburg, PA 17043
Attn: Robert V. Gothier, Jr., Vice President

Notices to Seller shall be addressed as follows:

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

13. Brokers. Buyer and Seller represent and warrant that they have dealt with no realtor or broker in connection with this Agreement. Buyer and Seller shall defend, indemnify and hold harmless the other, respectively, from and against any liability, cost and expense, including reasonable attorneys' fees, incurred or suffered as a result of any breach of the aforesaid warranty by the indemnifying party.

14. Default. If Buyer fails to perform any of the Buyer's obligations under this Agreement in any material respect and such failure continues unrectified for more than thirty (30) days following receipt of the Buyer of written notice from Seller specifying the nature of such failure, then Seller at Seller's sole and only remedy, may terminate this Agreement by written notice to Buyer (and receive the Deposit, to the extent the same has been paid by the Buyer, as liquidated damages and not as a penalty;) and thereafter this Agreement shall be null and void and neither party shall have any further rights, duties, obligations or liabilities, at law or in equity, arising out of or relating to this Agreement. [Seller acknowledges that actual damages will be difficult, if not impossible, to ascertain, and therefore that the Deposit represents fair and just compensation to Seller on account of any breach of, or default under, this Agreement by Buyer.] Seller shall not be entitled to the remedy of specific performance, and Seller hereby waives and relinquishes all other claims, damages, rights, causes of action and remedies against Buyer, at law, in equity, or otherwise.

15. Costs of Litigation. In the event of litigation between Buyer and Seller arising out of this Agreement, the party which prevails in such litigation shall be entitled to recover from the other party the costs of such litigation, including court costs and reasonable attorney's fees.

16. Entire Agreement and Modifications. This Agreement embodies and constitutes the final entire agreement between Buyer and Seller and neither party shall be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be altered, changed or amended except by an instrument in writing, executed by both parties hereto.

17. Applicable Law. This Agreement shall be governed, construed and enforced according to the laws of the Commonwealth PA.

18. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

19. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original, but all such counterparts together shall constitute both one Agreement.

20. Interpretation. Whenever the context hereof shall require, the singular shall include the plural, the singular, and the use of any gender shall be applicable to all genders.


21. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

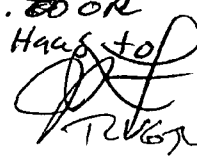
22. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Each party agrees to furnish to the other, upon demand, a corporate resolution or other appropriate and customary documentation evidencing the due authorization of such party to enter into this Agreement and consummate the transactions contemplated hereunder.

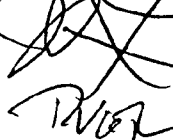
23. Disclosure. The following disclosures are made in accordance with the Pennsylvania Real Estate Licensing and Registration Act, 63, P.S. 455.607:

a. Licenses. The undersigned Robert V. Gothier, Sr. and Robert V. Gothier, Jr., the sole partners of the Buyer, are licensed Pennsylvania real estate salespersons and are principals in RVG Management and Development Co., a licensed Pennsylvania real estate broker and are solely representing the Buyer in this transaction.

24. Rent Back

~~Buyer~~ Seller will Rent Back said 
Property for a period of 6 months after
settlement ~~to~~ from Buyer for a
Rent of \$3,000. — per month for a total
of \$18,000. — If Seller has not moved
out of said property then the Rent for the
property will be \$10,000. — a month and
must immediately move out of property. Seller
can remove any and all material from existing building By End of
six month Rent time.

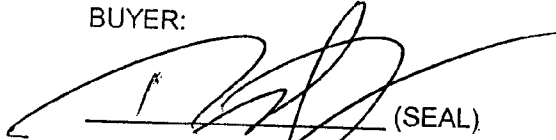
25. Said Deposit of \$10,000. — will be deposited
into escrow upon a Fully Executed purchase
Agreement for the new Bus terminal to be
Relocated onto. The escrow to be held by Lee Simpson
Assoc. ~~to~~ OR
John Haug ~~top~~

7

 go towards the Engineering ON the new
Property for the Bus terminal.
This deposit will become non-refundable But Applicable to the

IN WITNESS WHEREOF and with the intent to be legally bound, the parties hereto have executed this Agreement the day and year first above written, under seal, with the intent that it be a legally sealed document.

WITNESS:

BUYER:

 (SEAL)

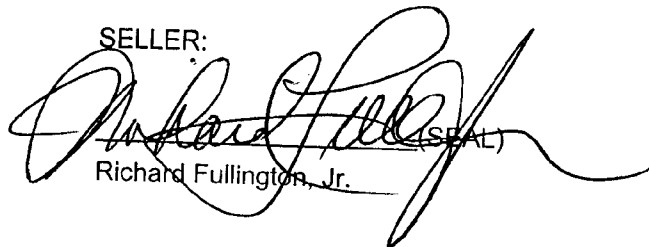
Robert V. Gothier, Jr.

Vice President

RVG Management & Development, Co.

WITNESS:

SELLER:

 (SEAL)

Richard Fullington, Jr.

* When Seller moves out of said property,
then Any leftover Escrow that is Left Becomes
the property of the Seller.

RVG


Exhibit "A"

AFFIDAVIT

Section 1445 of the Internal Revenue Code of 1986, as amended, ("Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that a withholding tax is not required upon the disposition of a U.S. real property interest in connection with the sale of the Real Property described below, the undersigned hereby certifies to the following information:

1. Real Property. This Affidavit is executed in connection with the sale or exchange of the real property described in Exhibit "A-1" attached hereto and incorporated herein for all purposes ("Real Property").

2. Owners. The name, address and Taxpayer Identification Number of the owner of the Real Property ("Owner") as of the date of this Affidavit is:

Name

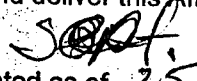
Address

Taxpayer Identification No.:

3. Not Foreign Person. Owner hereby certifies that it is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

4. Disclosure. Owner understands that (i) the Affidavit may be disclosed to the Internal Revenue Service by the purchaser of the Real Property or any person who is deemed to be an agent of the Owner or Purchaser of the Real Property and (ii) any false statement made herein could be punished by fine, imprisonment or both.

The undersigned has read and examined the foregoing Affidavit, is familiar with the facts therein stated, and under penalty of perjury does hereby declare that to the best of its knowledge and belief it is true, correct and complete, and further declare that the undersigned is authorized to execute and deliver this Affidavit on behalf of Owner.


Dated as of 25, 2001

United States Taxpayer
Identification Number

OWNER:



Appraisal Associates of



Western Pennsylvania, Inc.

Lance Marshall, Executive Director
Redevelopment Authority
P.O. Box 711
16 W. Scribner Ave., DuBois, PA 15801

Re: Appraisal of Fullington Bus Company Property
16 Hoover Ave., DuBois, PA

Dear Mr. Marshall:

In accordance with your instructions, we herewith submit, for your review, this appraisal report for the referenced property, known as Assessment Map #7.2-5-1232 and legally described in Clearfield County, Deed Book 1369, page 94.

Based on personal inspection of the subject property, consideration of the factors affecting value, and the analysis of the supporting information contained in the report, it is our opinion that the estimated market value of the subject property as of March 21, 2001, is as follows:

land:	\$ 205,000
improvements:	\$ 119,000
total:	\$ 324,000

Respectfully submitted,

4-26-01
Date Report Signed

William J. Smathers, SRA

Appraiser

Pennsylvania Certified General Appraiser
#GA-000029-L exp 30/JUN01

4-20-01
Date Report Signed

Brenda M. Hoover

Appraiser

Pennsylvania Certified General Appraiser
#GA-000587-L exp 30/JUN01

Clarion County Office (Main)

P.O. Box 606, Clarion, PA 16214
Phone (814) 226-9700 FAX: (814) 226-9677

Venango County Office

P.O. Box 657, Seneca, PA 16346
Phone (814) 677-5895 FAX: (814) 677-5993

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

J. RICHARD FULLINGTON, SR., and *
FULLINGTON AUTO BUS COMPANY, *
Plaintiffs, *

v. *

No. 01-1996-CD

J. RICHARD FULLINGTON, JR., *
individually and as Majority *
Shareholder and Officer/Director *
Of Fullington GMC Sales, Inc.; *
FULLINGTON GMC SALES, INC.; *
JOSEPH F. DELLANTONIO; RVG *
MANAGEMENT and DEVELOPMENT *
COMPANY, *
Defendants. *

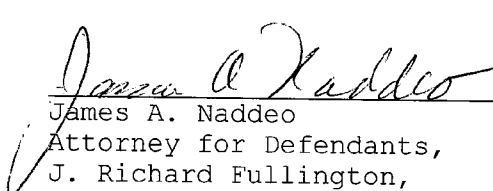
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Motion for Additional Bond filed in the above-
captioned action was served on the following person and in the
following manner on the 18th day of January, 2002:

First-Class Mail, Postage Prepaid

John A. Snyder, Esquire
McQuaide, Blasko, Schwartz,
Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801-6699

Mark W. Allshouse, Esquire
Law Office of Stephen C. Nudel, PC
219 Pine Street
Harrisburg, PA 17101


James A. Naddeo
Attorney for Defendants,
J. Richard Fullington,
Jr., Fullington GMC
Sales, Inc. and
Joseph F. DellAntonio

JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

1 on other margin

17

J. RICHARD FULLINGTON, SR. and : IN THE COURT OF COMMON PLEAS
FULLINGTON AUTO BUS COMPANY, : CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiffs :

v. :

NO. 01 1996 CD

J. RICHARD FULLINGTON, JR., :
individually and as Majority :
Shareholder and Officer/ :
Director of Fullington GMC :
Sales, Inc.; FULLINGTON GMC :
SALES, INC.; JOSEPH F. :
DELLANTONIO; RVG MANAGEMENT & :
DEVELOPMENT COMPANY, :

Defendants :

CIVIL ACTION - LAW AND EQUITY

**DEFENDANT RVG MANAGEMENT & DEVELOPMENT CO.'S RESPONSE TO PETITION
FOR PRELIMINARY INJUNCTION**

AND NOW, comes Defendant, RVG Management & Development Co.,
by and through its attorneys, Law Offices Stephen C. Nudel, PC,
and respectfully files this Response to Petition for Preliminary
Injunction as follows:

1. Admitted upon information and belief.
2. Admitted upon information and belief.
3. Admitted.
4. Denied. After reasonable investigation, Defendant is
without belief or knowledge as to the truth or accuracy of the
averment set forth in paragraph 4. To the extent relevant, proof
thereof is demanded at trial.
5. Denied as stated. Defendant's proper name is RVG
Management & Development Co. By way of further response,
Defendant has a principal place of business in Wormleysburg,
Pennsylvania.

6. Denied. The averment contained in paragraph 6 is a conclusion of law to which no response is required. By way of further response, after reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averment set forth in paragraph 6. To the extent relevant, proof thereof is demanded at trial.

7. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 7. To the extent relevant, proof thereof is demanded at trial.

8. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 8. To the extent relevant, proof thereof is demanded at trial.

9. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 9. To the extent relevant, proof thereof is demanded at trial.

10. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 10. To the extent relevant, proof thereof is demanded at trial.

11. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 11. To the extent relevant, proof thereof is demanded at trial.

12. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 12. To the extent relevant, proof thereof is demanded at trial.

13. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 13. To the extent relevant, proof thereof is demanded at trial.

14. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 14. To the extent relevant, proof thereof is demanded at trial.

15. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 15. To the extent relevant, proof thereof is demanded at trial.

16. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 16. To the extent relevant, proof thereof is demanded at trial.

17. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 17. To the extent relevant, proof thereof is demanded at trial.

18. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the

averments set forth in paragraph 18. To the extent relevant, proof thereof is demanded at trial.

19. Denied. The Agreement speaks for itself.

20. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 20. To the extent relevant, proof thereof is demanded at trial. By way of further response, the averment contained in paragraph 20 is a conclusion of law to which no response is required.

21. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 21. To the extent relevant, proof thereof is demanded at trial.

22. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 22. To the extent relevant, proof thereof is demanded at trial.

23. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 23. To the extent relevant, proof thereof is demanded at trial. By way of further response, Fullington GMC Sales, Inc. has entered into an Agreement of Sale with RVG Management & Development Co. for the DuBois Property.

24. Denied as stated. The correspondence attached as Exhibit "D" of Plaintiffs' Petition speaks for itself.

25. Denied. After reasonable investigation, Defendant is

without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 25. To the extent relevant, proof thereof is demanded at trial. By way of further response, there is a fully executed, legally binding and enforceable Agreement of Sale for the DuBois Property.

26. Denied. The averment contained in paragraph 26 is a conclusion of law to which no response is required. By way of further response, after reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 26. To the extent relevant, proof thereof is demanded at trial.

27. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 27. To the extent relevant, proof thereof is demanded at trial.

28. Denied as stated. It is acknowledged that correspondence from representatives of Plaintiff has been received and the content thereof is understood.

29. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 29. To the extent relevant, proof thereof is demanded at trial. By way of further response, the averment contained in paragraph 29 is a conclusion of law to which no response is required.

30. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the

averments set forth in paragraph 30. To the extent relevant, proof thereof is demanded at trial. By way of further response, an Agreement of Sale has been executed for the DuBois Property.

31. Denied. The averment contained in paragraph 31 is a conclusion of law to which no response is required.

32. Denied. After reasonable investigation, Defendant is without belief or knowledge as to the truth or accuracy of the averments set forth in paragraph 32. To the extent relevant, proof thereof is demanded at trial.

33. Denied. The averment contained in paragraph 33 is a conclusion of law to which no response is required.

34. Denied. The averment contained in paragraph 34 is a conclusion of law to which no response is required.

35. Denied. The averment contained in paragraph 35 is a conclusion of law to which no response is required.

36. Denied. The averment contained in paragraph 36 is a conclusion of law to which no response is required.

37. Denied. The averment contained in paragraph 37 is a conclusion of law to which no response is required.

38. Denied. The averment contained in paragraph 38 is a conclusion of law to which no response is required.

39. Denied. To the contrary, the Complaint attached to the Petition for Preliminary Injunction is neither a filed nor verified Complaint. By way of further response, the Complaint lacks Plaintiffs' signature, signature of counsel, and a date.

40. Denied. The averment contained in paragraph 40 is a

conclusion of law to which no response is required.

41. Denied. The averment contained in paragraph 41 is a conclusion of law to which no response is required.

WHEREFORE, Defendant, RVG Management & Development Co., respectfully requests this Honorable Court to dismiss Plaintiffs' Petition for Injunction.

NEW MATTER

42. Paragraphs 1 through 41 are hereby incorporated by reference as if set forth at length.

43. Defendant, RVG Management & Development Co., has entered into an Agreement of Sale dated September 25, 2001, for the DuBois Property with Fullington GMC Sales, Inc.

44. Defendant, RVG Management & Development Co., is a bona fide purchaser.

45. Plaintiff, Fullington Auto Bus Company ("Fullington Bus"), has no right to the relief requested; it is not an owner of the DuBois Property, but simply a Lessee, subject to the terms and conditions of a Lease between itself and Defendant, Fullington GMC Sales, Inc.

46. Plaintiffs have failed to aver that the terms of the Lease between Fullington Auto Bus Company and Fullington GMC Sales, Inc. does not permit the sale.

47. Providing a Lessee standing to control a transfer of a Landlord's property would be contrary to Pennsylvania jurisprudence.

48. Plaintiff, Fullington Bus, has requested this Court to

48. Plaintiff, Fullington Bus, has requested this Court to void a valid Agreement of Sale based solely upon a Lease interest.

49. Plaintiff, Fullington Bus, is not likely to succeed on the merits of its claim with respect to the sale of the property as it holds no ownership interest.

50. Plaintiff, Fullington Bus, is not a party to the underlying Agreement.

51. Plaintiff, Fullington Bus, has no standing in this matter.

52. Plaintiff, J. Richard Fullington, Sr.'s ("Fullington Sr."), only interest in the instant Action is as a shareholder in Fullington GMC Sales, Inc.

53. As a shareholder, Plaintiff, Fullington Sr., has no unique interest in individual assets of the Corporation.

54. Plaintiffs can show no immediate irreparable harm other than a mere breach of contract.

55. Plaintiffs are not likely to succeed on the merits as RVG is a bona fide purchaser without notice of the Shareholders' Agreement.

56. Plaintiffs' alleged damages may be compensated by damages.

57. Plaintiffs are not entitled to an injunction as they have no standing or right to the relief requested.

WHEREFORE, Defendant, RVG Management & Development Co., respectfully requests this Honorable Court to dismiss Plaintiffs'

Petition for Injunction and award costs of suit and attorneys fees.

Respectfully submitted,

LAW OFFICES STEPHEN C. NUDEL, PC

Date: 1/18/02

Mark W. Allshouse
Stephen C. Nudel, Esquire
Attorney ID #41703
Mark W. Allshouse, Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
Attorneys for Defendant,
RVG Management & Development Co.

J. RICHARD FULLINGTON, SR. and	:	IN THE COURT OF COMMON PLEAS
FULLINGTON AUTO BUS COMPANY,	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
Plaintiffs	:	
	:	
v.	:	NO. 01 1996 CD
	:	
J. RICHARD FULLINGTON, JR.,	:	
individually and as Majority	:	
Shareholder and Officer/	:	
Director of Fullington GMC	:	
Sales, Inc.; FULLINGTON GMC	:	
SALES, INC.; JOSEPH F.	:	
DELLANTONIO; RVG MANAGEMENT &	:	
DEVELOPMENT COMPANY,	:	
	:	CIVIL ACTION - LAW AND EQUITY
Defendants	:	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been duly served upon the following, by depositing a copy of the same in the United States Mail, first-class, postage prepaid, at Harrisburg, Pennsylvania, as follows:

John A. Snyder, Esquire
McQuaide, Blasko, Schwartz,
Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801

Mr. James Naddeo, Esquire
211 1/2 East Locust Street
Marino Building, PO Box 552
PO Box 552
Clearfield, PA 16830

J. Richard Fullington, Jr.
929 South 6th Street
Clearfield, PA 16830

Fullington GMC Sales, Inc.
(State Route 879 & I-80)
P.O. Box 290
Clearfield, PA 16830

Date: 1/18/02

Mark W. Allshouse
Mark W. Allshouse, Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
Attorney for Defendant
RVG Management & Development Co.

J. RICHARD FULLINGTON, SR. and : IN THE COURT OF COMMON PLEAS
FULLINGTON AUTO BUS COMPANY, : CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiffs

v.

NO. 01 1996 CD

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/
Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC
SALES, INC.; JOSEPH F.
DELLANTONIO; RVG MANAGEMENT &
DEVELOPMENT COMPANY,

Defendants

CIVIL ACTION - LAW AND EQUITY

PROPOSED ORDER FOR DECLARATORY JUDGMENT

AND NOW, this ____ day of _____, 2002, upon
consideration of RVG Management & Development Co.'s Cross
Petition for Declaratory Judgment and after Hearing on said
Petition, it is hereby ordered and decreed that the Agreement of
Sale between Defendant Fullington GMC Sales, Inc. and Defendant
RVG Management & Development Co. is legally valid, enforceable,
and not subject to the claims of the instant litigation of J.
Richard Fullington Sr. and/or Fullington Auto Bus Company whose
request for injunctive relief is hereby denied.

It is further ordered that the Property known as 18 Hoover
Avenue, DuBois, Pennsylvania, may be transferred by the parties
pursuant to their existing Agreement of Sale.

J.

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs

v.

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/
Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC
SALES, INC.; JOSEPH F.
DELLANTONIO; RVG MANAGEMENT &
DEVELOPMENT COMPANY,

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 01 1996 CD

FILED

JAN 21 2002

William A. Shaw
Prothonotary

CIVIL ACTION - LAW AND EQUITY

**DEFENDANT RVG MANAGEMENT & DEVELOPMENT CO.'S CROSS PETITION FOR
DECLARATORY JUDGMENT**

AND NOW, comes Defendant, RVG Management & Development Co.,
by and through its attorneys, Law Offices Stephen C. Nudel, PC,
and respectfully files this Cross Petition for Declaratory
Judgment as follows:

1. Plaintiff J. Richard Fullington, Sr. is an adult individual residing at 6 Northwest 4th Avenue, Clearfield, Clearfield County, Pennsylvania 16830.
2. Plaintiff Fullington Auto Bus Company is a Pennsylvania corporation with offices at 316 East Cherry Street, Clearfield, Clearfield County, Pennsylvania 16830.
3. Defendant J. Richard Fullington, Jr. is an adult individual residing at 929 South 6th Street, Clearfield, Clearfield County, Pennsylvania 16830.
4. Defendant Fullington GMC Sales, Inc. is a Pennsylvania corporation with a business address of State Route 879 and I-80,

P.O. Box 290, Clearfield, Clearfield County, Pennsylvania 16830.

5. Defendant Joseph F. DellAntonio is believed to be an adult individual with an address of 219 East Market Street, Clearfield, Clearfield County, Pennsylvania.

6. Defendant RVG Management & Development Co. is a Pennsylvania corporation having an address of 1000 N. Front Street, Wormleysburg, Pennsylvania 17043.

7. On or about September 25, 2001, Defendants Fullington GMS Sales, Inc. ("Fullington GMC"), as Seller, and RVG Management & Development Co. ("RVG"), as Buyer, entered into an Agreement of Sale ("Agreement") for the real property known as 18 Hoover Avenue, DuBois, Clearfield County, Pennsylvania 15801 (the "Property"). A true and correct copy of the Agreement is attached hereto and made a part hereof as "Exhibit 1".

COUNT I: DECLARATORY JUDGMENT: RVG v. FULLINGTON GMC

8. Paragraphs 1 through 7 of this Petition are hereby incorporated by reference as if set forth at length.

9. Under the Agreement, Fullington GMC is required to convey good, clear, marketable and insurable fee simple title to RVG.

10. Under the Agreement, should the title of the Property not be found good, marketable and insurable, Seller is required to use its best efforts and reasonable diligence to make the title good and has a reasonable time within which to do so, not to exceed thirty (30) days following notice.

11. Under the Agreement, if Seller is unable to make said title good, marketable and insurable, Buyer may have, at its option, an additional sixty (60) days within which to attempt to cure any remaining title defects.

12. Under the Agreement, if Buyer cures any title defects, as provided by Section 7 of the Agreement, Buyer shall be entitled to a credit against the purchase price in an amount equal to all its costs, expenses, and disbursements in connection with effecting such cure.

13. Subsequent to the execution of the Agreement, Plaintiffs filed the above captioned matter and requested injunctive relief to prevent the transfer of the Property from Fullington GMC to RVG.

14. The instant Action creates a cloud on the title of the Property and prevents Seller from providing good, marketable and insurable title to Buyer.

15. Under Pennsylvania jurisprudence, real property is considered unique, and the loss in the sale thereof by Defendant is both immediate, irreparable harm and harm which cannot be compensated by damages.

16. RVG has invested significant time and resources in reliance upon the Agreement for the development of the Property itself and in conjunction with other contiguous properties.

17. Defendant RVG has entered into numerous negotiations, business transactions and contracts in reliance upon the Agreement between itself and Fullington GMC.

18. Without an immediate Declaratory Judgment Order, RVG will have no way to mitigate and prevent future damages that it may incur as a result of the other business transactions undertaken in reliance upon the Agreement, if it is determined that the Agreement is unenforceable or an Injunction is ordered.

19. RVG requests an immediate Order in Declaratory Judgment so the parties' rights, duties and obligations under the Agreement may be enforced and any possible future damages may be prevented and/or mitigated.

WHEREFORE, Defendant RVG respectfully requests this Honorable Court to enter an Order on behalf of Defendant RVG and against Defendant Fullington GMC, declaring the Agreement between the two parties to be valid and legally enforceable and award costs of suit and attorneys fees.

**COUNT II: DECLARATORY JUDGMENT: RVG v.
J. RICHARD FULLINGTON, SR.**

20. Paragraphs 1 through 19 are hereby incorporated by reference as if set forth at length.

21. Plaintiff J. Richard Fullington, Sr. ("Fullington Sr."), has brought the instant Action requesting Preliminary Injunction to prevent the transfer of the Property between Fullington GMC and RVG, based upon a Stockholders' Agreement, allegedly requiring an eighty percent (80%) vote of the stockholders in order to transfer assets of Fullington GMC which are not directly used by the dealership operated by Fullington GMC.

22. At the time of execution of the Agreement between Fullington GMC and RVG, RVG had no knowledge of the Stockholders' Agreement.

23. RVG is a bona fide purchaser for value under the Agreement.

24. Plaintiff Fullington Sr. as a stockholder of Fullington GMC, has no unique interest in the individual assets of the corporation Fullington GMC.

25. Because Plaintiff Fullington Sr. has no interest in the specific assets of the corporation, he lacks standing to request injunctive relief to prevent an asset transfer.

26. Plaintiff Fullington Sr. can show no immediate and irreparable harm to his interest as a stockholder.

27. Any damages alleged by Plaintiff Fullington Sr. which result from a break of a stockholders' agreement can be adequately compensated monetarily.

28. Plaintiff Fullington Sr. has no legal right or standing to enjoin the transfer of the Property between Fullington GMC, as Seller, and RVG, as a bona fide purchaser.

WHEREFORE, Defendant RVG respectfully requests this Honorable Court to enter an Order in Declaratory Judgment, and thereby dismiss Plaintiff Fullington Sr.'s Request for Injunctive Relief, and further declare the Agreement between Fullington GMC and RVG to be legally valid and legally enforceable and award costs of suit and attorneys fees.

**COUNT III: DECLARATORY JUDGMENT: RVG v.
FULLINGTON AUTO BUS COMPANY**

29. Paragraphs 1 through 28 are hereby incorporated by reference as if set forth at length.

30. Plaintiff Fullington Auto Bus Company ("Fullington Auto Bus") is merely a Lessee to the Property on 18 Hoover Avenue, DuBois, Clearfield County, Pennsylvania 15801, which is owned by Fullington GMC.

31. Under Pennsylvania jurisprudence, a Lessee has no standing to bring a Petition for Injunctive Relief to enjoin a sale of a property between a Landlord and a third party when it has no additional interest.

32. Fullington Auto Bus has no ownership interest under its Lease or any other document.

33. Fullington Auto Bus is not a party of the Stockholders' Agreement requiring eighty percent (80%) vote of Stockholders in order to sell assets of Fullington GMC.

34. Defendant Fullington Auto Bus has requested relief to which it is not entitled.

WHEREFORE, Defendant RVG respectfully requests this Honorable Court to enter an Order in Declaratory Judgment, thereby dismissing the claims of Defendant Fullington Auto Bus and declaring the Agreement between Fullington GMC and RVG to be

valid and legally enforceable and award costs of suit and attorneys fees.

Respectfully submitted,

LAW OFFICES STEPHEN C. NUDEL, PC

Date: 1/18/02

Mark W. Allshouse
Stephen C. Nudel, Esquire
Attorney ID #41703
Mark W. Allshouse, Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
Attorneys for Defendant
RVG Management & Development Co.

EXHIBIT 1

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement") is entered this Sept. 6 day of 25, 2001, by and between Fullington GMC Sales, Inc. ("Seller") and RVG Management & Development Company, its heirs, successors and assigns ("Buyer").

INTRODUCTORY STATEMENT

A. Seller currently owns that certain parcel of real property containing approximately (Parcel I) 1.56 Acres and (Parcel II) approximately .03 acres in the Election District of Clearfield County, more fully described as 18 Hoover Avenue, Dubois, PA 15801, recorded among the Land Records of Clearfield county, together with all rights, waterways and privileges thereto belonging or in anyway appertaining (collectively, the "Property").

B. Buyer desires to acquire the Property from Seller and to erect thereon retail stores (the "Project").

C. Seller desires to sell the Property to Buyer, and Buyer desires to acquire the Property from Seller, upon, subject to and in accordance with the terms and provision set forth in this Agreement.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the Introductory Statement, which is a material and substantive part of this Agreement, and in consideration of the purchase price listed below as well as other good and valuable consideration, the receipt of which is hereby acknowledged, the Sellers and the Buyer agree as follows:

1. Property. Seller agrees to sell and convey to Buyer by special warranty deeds, those parcel of land referenced above and outlined on the map attached as Exhibit "A".

2. Purchase Price. The purchase price for the Property shall be Six Hundred Fifty Thousand Dollars (~~\$600,000.00~~). The Purchase Price shall be paid by Buyer to Seller in the following manner: (650,000.00) RVG

(a) Deposit. Simultaneously with the execution of this Agreement by Buyer and Seller, Buyer shall deliver to Buyer's title company (the "Escrow Agent") in escrow, by check promissory note (the "Deposit") the sum of Ten Thousand Dollars (\$10,000.00). At Closing the promissory note shall be paid to Seller and shall be credited toward the Purchase Price. See paragraph 25
to Deposit Line Escrow goes to. RVG

(b) Balance of Purchase Price. Buyer shall pay to Seller at Closing (the amount) of the Purchase Price (remaining due as of Closing after payment by Buyer of the Deposit,) by cash or title company check, or by wire transfer to an account designated by Seller. RVG

3. Closing. The conveyance of the Property and the payment of the balance of the Purchase Price ("Closing") shall take place at the office of Buyer's title company or settlement attorney, during normal business hours, within thirty (30) days following satisfaction of all of conditions precedent to Closing set forth in Section 7 and 8 hereof, provided, however, that if

Closing has not taken place by one (1) year as of the signing of this agreement, then this agreement shall be null and void and of no further force or effect and the Deposit shall be returned to Buyer unless the parties agree at the time to extend the outside date for Closing to a subsequent date certain. At Closing, Seller shall also deliver to Buyer a sworn affidavit executed by Seller and in substantially the form of attached hereto as Exhibit "A", stating that Seller is not a foreign entity or person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, and setting forth Seller's United States Taxpayer Identification Number. If Seller fails to furnish Buyer with such affidavit, the person who conducts the Closing shall withhold the Purchase Price any amount required to be withheld therefrom under the Internal Revenue Code, and shall deliver such funds to the Internal Revenue Service, together with any appropriate forms.

4. Closing Adjustments. Real estate taxes, water and sewer rents and charges on the Property, including special assessments, and all public charges payable on an annual basis shall be prorated between Buyer and Seller on a fiscal year basis, using the fiscal year of the applicable public authority (or the billing period of any utility service) as the basis for accrual thereof, as of the date of Closing and thereafter assumed by Buyer. The cost of all transfer taxes and documentary stamps imposed on or in connection with this transaction shall be split equally by Buyer and Seller.

5. Possession. Possession of the Property shall be given to Buyer at Closing, free and clear of any tenancies affecting the Property.

6. Conveyances. At Closing and upon payment of the Purchase Price as provided for in this Agreement, Seller shall convey the Property to Buyer in fee simple by a special warranty deed with covenants against encumbrances and of further assurances. Seller shall convey good and marketable fee simple title to Buyer in fact, and of record, insurable at regular rates and free and clear of all liens, encumbrances, easements, restrictions, leases and other matters affecting title except for (a) the lien for taxes not yet due and payable; (b) easements for public utilities recorded among the Land Records and specifically approved by Buyer; and (c) restrictions, covenants and other matters affecting title (other than mortgage, mechanics' liens and other matters that may be discharged by the payment of money at Closing, which Seller covenants to do), recorded among the Land Records as of the date of this Agreement which do not adversely affect Buyer's ability to construct the Project.

7. Title. If title to the Property shall not be found good, marketable and insurable at regular rates prior to Closing, the Buyer shall specify in writing the defects found, and seller shall use its best efforts and reasonable diligence to make the said title good, marketable and insurable at regular rates and shall have a reasonable time within which to do so, not to exceed thirty (30) days following the date of the Buyer's notice to Seller. If Seller is unable to make said title good, marketable and insurable, as above, within the said thirty (30) day period, then Buyer may have, at its option, an additional sixty (60) days within which to attempt to cure any remaining title defects. If Buyer does not desire to attempt to cure such defect, or having attempted, is unable to do so within said sixty (60) day period, then, at Buyer's option, Seller shall deliver title in its then existing condition, or Buyer may terminate this Agreement (and the Escrow Agent shall refund the Deposit to the Buyer). At Buyer's election, the Closing date shall be adjourned and tended to reflect any extensions, if any, in the curing of title. If Buyer cures any title defects as provided in this Section 7, then Buyer shall be entitled to a credit against the Purchase Price in an amount equal to its costs, expenses and disbursements in connection with effecting such cure.

any and all Liens + Encumbrances on the Property up to
\$500,000. —

Seller Has to pay
TX
TRUB
TRUB

8. Conditions Precedent. The obligation of Buyer to close on the Property is subject to satisfaction of the following conditions (the "Conditions Precedent"), any or all of which may be waived, in whole or in part, by Buyer.

(a) Public Approvals. Buyer shall have obtained final and unappealable approval by applicable governmental authorities of Buyer's development of the Project on the Property, which approvals shall include, but not be limited to, site plan, zoning, subdivision, building permit, curb cuts, parking lot and signage (the "Approvals"). At its sole cost and expense, Buyer shall expeditiously and diligently pursue said Approvals. Seller will take reasonable steps to assist Buyer in Buyer's efforts to obtain the Approvals (including joining with Buyer in all necessary governmental application).

(b) Sewer and Water Moratoria. Public sewer or water hookups shall be available to the Property with a capacity adequate for the development of the Property in accordance with Buyer's site plan.

(c) Purchase Agreement. Seller shall have timely performed all of his duties and obligations under this Agreement.

~~(d) Corporate Approval. Buyer's Real Estate Committee shall have approved this Agreement within one hundred twenty (120) days following the date hereof.~~

9. Feasibility Period. For a period of four months following the date of this Agreement (the "Feasibility Period") Buyer shall have the right to enter upon the Property to investigate all aspects of the Property, including, without limitation, soil and sub-soil conditions (including core samples, wetland demarcation and other related tests), and to conduct environmental studies, engineering studies, market studies, land use and planning feasibility studies, utilities availability studies, drainage, access, sewer, and such other investigations as Buyer, in its sole discretion, may desire to determine the feasibility of acquiring the Property and developing the Project. Any entry by Buyer onto the Property shall be subject to the following conditions:

(i) Such entry shall be at Buyer's sole cost and expense;

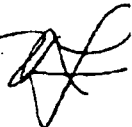
(ii) Such entry shall not constitute a taking of possession by Buyer;

(iii) Buyer shall return each test location to substantially its original condition;

(iv) Neither Buyer nor any of its agents or contractors shall suffer or cause any liens or encumbrances against the property arising from such activities, and Buyer shall indemnify, defend and save harmless Seller from any such liens or encumbrances.

(v) Buyer shall indemnify and hold Seller harmless from and against any claims for injuries to persons or property or other liability arising out of or in any way related to Buyer's activities on the Property including any (1) claims or judgments against Seller or (2) physical damage to the Property, in either case caused by any acts or omissions of Buyer, its agents and contractors while on the Property prior to closing unless such claims or liability result from the negligence or willful misconduct of Seller or its agents or contractors.

(a) Right to Terminate. If Buyer determines, in Buyer's sole discretion, not to acquire the Property then Buyer may, at its option, terminate this Agreement by written notice to Seller on or before the expiration of the Feasibility Period. Upon such termination by Buyer, [the Escrow Agent shall promptly return the Deposit to Buyer, and thereafter] this Agreement shall be null and void and neither party shall have any further rights, duties, liabilities or obligations, at law or in equity, arising out of or relating to this Agreement. Notwithstanding the foregoing, Buyer may extend the Feasibility Period for a period of four (4) month(s) by delivering written notice to Seller prior to the expiration of the initial four (4) month Feasibility Period.


PWC

10. Seller's representation. Seller represents and warrants to Buyer as of the date hereof and as of Closing that:

(a) Seller owns good and marketable fee simple title to the Property;

(b) Applicable land use regulations permit use of the Property as a retail store [which also sells alcoholic beverages] as a matter of right, and not subject to any variance or conditional use approval or special exception for retail stores with parking as contemplated by Buyer;


PWC

(c) Seller has the authority to execute this Agreement and to transfer good and marketable fee simple title to the Property to Buyer;

(d) This Agreement and such other instruments and document to be executed by Seller to effect the conveyance contemplated by this Agreement will, when executed and delivered, constitute the valid and binding obligation of Seller enforceable in accordance with their respective terms;

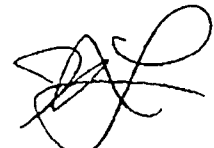
(e) To the best of Seller's knowledge, after reasonable inquiry, there are no existing violations of any laws and regulations of applicable governmental authorities affecting the Property, no governmental actions pending not, to the best of Seller's knowledge, being threatened against Seller or the Property, or which would prohibit the use of the Property for Buyer's Intended Use;

(f) There are no suits, hearings or other legal proceedings pending, not to the best of Seller's knowledge, threatened or reasonably anticipated against Seller with respect to the Property or affecting the Property before any court or governmental authority;

(g) There are no outstanding contracts or agreements binding against Seller or the Property other than those that are of record among the Land Records or as disclosed in this Agreement;

(h) Electricity, natural gas, public water, public sanitary sewer and telephone service are available to the Property without any moratorium;

(i) The present use of the Property is not in violation of any statute, ordinance or code;


PWC

(j) The Property (including the land, surface water, ground water, and improvements to the land) is free of all contamination, including (i) asbestos; (ii) any "hazardous waste" as defined by applicable state law and by the Resource Conservation and Recovery Act of 1976, as amended from time to time and Regulations promulgated thereunder; (iii) and "Hazardous substance" as defined by applicable state law and by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time, and Regulations promulgated thereunder;

(k) The Property is in compliance with all environmental laws and regulations, including, but not limited to, hazardous waste regulations and wetlands regulations, and to the best of Seller's knowledge, no unlawful dredging or filling of wetlands has been performed on the Property; and

(l) There are no underground storage tanks on the Property, and to the best of Seller's knowledge, no underground storage tanks have been located on the Property.

Seller shall reimburse, defend, indemnify and hold harmless Buyer, its successors, assigns and other parties claiming any interest in the Property by, through or under Buyer, from and against any and all liabilities, claims, damages, penalties, expenditures, losses or charges (including, but not limited to, all costs of investigation, monitoring, legal fees, remedial response, removal, restoration or permit acquisition) that may, now or in the future, be undertaken, suffered, paid, awarded, assessed or otherwise incurred as the result of (a) any contamination existing on, above or under the Property at the date of Closing; (b) any investigation, monitoring, clean up, removal, restoration, remedial response or remedial work undertaken on the Property by or on behalf of Seller subsequent to the sale to Buyer with respect to any such contamination; and (c) Seller's breach of any representation or warranty given herein. This indemnity shall survive Closing of the execution and delivery of the deed. *Seller to Remedy any and all contamination up to the first \$100,000.*

11. Condemnation. If, prior to Closing, any part of the Property, the loss of which would in Buyer's judgment materially affect the use, development and occupancy thereof, as contemplated by Buyer's development plan, is taken pursuant to eminent domain proceedings (or private purchase in lieu thereof), or any such proceedings commence, then Buyer may elect by written notice to Seller either to (a) terminate this Agreement, or (b) proceed to Closing with an adjustment in the Purchase Price equal to any condemnation award or payments received by Seller or to which Seller may be entitled. Upon any termination of this Agreement under clause (a) above, this Agreement shall be null and void and neither party shall have any further rights, duties, obligations or liabilities, at law or in equity, arising out of or relating to this Agreement. Seller agrees to notify Buyer of eminent domain proceedings (or private purchase in lieu thereof) within five (5) days after Seller received written notice of any such proceedings from the condemning authority.

12. Notices. All notices and requests required or permitted hereunder shall be sent by United State certified mail, return receipt requested and, to be effective, shall be postmarked not later than the final date for giving of such notice; or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving of such notice. Notices to the Buyer shall be addressed as follows:

RVG Management & Development Co.
1000 North Front Street
Suite 500
Wormleysburg, PA 17043
Attn: Robert V. Gothier, Jr., Vice President

Notices to Seller shall be addressed as follows:

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

13. Brokers. Buyer and Seller represent and warrant that they have dealt with no realtor or broker in connection with this Agreement. Buyer and Seller shall defend, indemnify and hold harmless the other, respectively, from and against any liability, cost and expense, including reasonable attorneys' fees, incurred or suffered as a result of any breach of the aforesaid warranty by the indemnifying party.

14. Default. If Buyer fails to perform any of the Buyer's obligations under this Agreement in any material respect and such failure continues unrectified for more than thirty (30) days following receipt of the Buyer of written notice from Seller specifying the nature of such failure, then Seller at Seller's sole and only remedy, may terminate this Agreement by written notice to Buyer (and receive the Deposit, to the extent the same has been paid by the Buyer, as liquidated damages and not as a penalty;) and thereafter this Agreement shall be null and void and neither party shall have any further rights, duties, obligations or liabilities, at law or in equity, arising out of or relating to this Agreement. [Seller acknowledges that actual damages will be difficult, if not impossible, to ascertain, and therefore that the Deposit represents fair and just compensation to Seller on account of any breach of, or default under, this Agreement by Buyer.] Seller shall not be entitled to the remedy of specific performance; and Seller hereby waives and relinquishes all other claims, damages, rights, causes of action and remedies against Buyer, at law, in equity, or otherwise.

15. Costs of Litigation. In the event of litigation between Buyer and Seller arising out of this Agreement, the party which prevails in such litigation shall be entitled to recover from the other party the costs of such litigation, including court costs and reasonable attorneys' fees.

16. Entire Agreement and Modifications. This Agreement embodies and constitutes the final entire agreement between Buyer and Seller and neither party shall be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be altered, changed or amended except by an instrument in writing, executed by both parties hereto.

17. Applicable Law. This Agreement shall be governed, construed and enforced according to the laws of the Commonwealth PA.

18. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

19. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original, but all such counterparts together shall constitute both one Agreement.

20. Interpretation. Whenever the context hereof shall require, the singular shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

21. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Each party agrees to furnish to the other, upon demand, a corporate resolution or other appropriate and customary documentation evidencing the due authorization of such party to enter into this Agreement and consummate the transactions contemplated hereunder.

23. Disclosure. The following disclosures are made in accordance with the Pennsylvania Real Estate Licensing and Registration Act, 63, P.S. 455.607:

a. Licenses. The undersigned Robert V. Gothier, Sr. and Robert V. Gothier, Jr., the sole partners of the Buyer, are licensed Pennsylvania real estate salespersons and are principals in RVG Management and Development Co., a licensed Pennsylvania real estate broker and are solely representing the Buyer in this transaction.

24. Rent Back *Two*
~~Buyer~~ Seller will Rent Back said Property for a period of 6 months after Settlement ~~to~~ Leon Bayan for a Rent of \$3,000. — per month for a total of \$18,000. — If Seller has not moved out of said Property then the Rent for the Property will be \$10,000. — a month and must immediately move out of property. Seller can remove any and all material from existing building by End of six month Rent.
25. Said Deposit of \$10,000. — will be deposited into escrow upon a Fully Executed purchase Agreement for the new Bus terminal to be Relocated onto. The escrow to be held By Ler Simpson Assoc. or John Haas to go towards the Engineering ON the new Property for the Bus terminal.

IN WITNESS WHEREOF and with the intent to be legally bound, the parties hereto have executed this Agreement the day and year first above written, under seal, with the intent that it be a legally sealed document.

WITNESS:

Cindy L. Raymond

BUYER:

[Signature] (SEAL)
Robert V. Gothier, Jr.
Vice President
RVG Management & Development, Co.

WITNESS:

Cindy L. Raymond

SELLER:

[Signature] (SEAL)
Richard Fullington, Jr.



* When a Seller moves out of said property, then any leftover Escrow that is Left Becomes RVO's property of the Seller.

[Signature]
DVG

9-25-01

Cindy L. Raymond

NOTARIAL SEAL
CINDY L. RAYMOND, Notary Public
Lawrence Twp. Clearfield County
My Commission Expires March 29, 2004

Exhibit "A"

AFFIDAVIT

Section 1445 of the Internal Revenue Code of 1986, as amended, ("Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that a withholding tax is not required upon the disposition of a U.S. real property interest in connection with the sale of the Real Property described below, the undersigned hereby certifies to the following information:

1. Real Property. This Affidavit is executed in connection with the sale or exchange of the real property described in Exhibit "A-1" attached hereto and incorporated herein for all purposes ("Real Property").

2. Owners. The name, address and Taxpayer Identification Number of the owner of the Real Property ("Owner") as of the date of this Affidavit is:

Name

Address

Taxpayer Identification No.:

3. Not Foreign Person. Owner hereby certifies that it is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

4. Disclosure. Owner understands that (i) the Affidavit may be disclosed to the Internal Revenue Service by the purchaser of the Real Property or any person who is deemed to be an agent of the Owner or Purchaser of the Real Property and (ii) any false statement made herein could be punished by fine, imprisonment or both.

The undersigned has read and examined the foregoing Affidavit, is familiar with the facts therein stated, and under penalty of perjury does hereby declare that to the best of its knowledge and belief it is true, correct and complete, and further declare that the undersigned is authorized to execute and deliver this Affidavit on behalf of Owner.

Dated as of _____, 20__.

United States Taxpayer
Identification Number

OWNER:



J. RICHARD FULLINGTON, SR. and	:	IN THE COURT OF COMMON PLEAS
FULLINGTON AUTO BUS COMPANY,	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
Plaintiffs	:	
	:	
v.	:	NO. 01 1996 CD
	:	
J. RICHARD FULLINGTON, JR.,	:	
individually and as Majority	:	
Shareholder and Officer/	:	
Director of Fullington GMC	:	
Sales, Inc.; FULLINGTON GMC	:	
SALES, INC.; JOSEPH F.	:	
DELLANTONIO; RVG MANAGEMENT &	:	
DEVELOPMENT COMPANY,	:	
	:	CIVIL ACTION - LAW AND EQUITY
Defendants	:	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been duly served upon the following, by depositing a copy of the same in the United States Mail, first-class, postage prepaid, at Harrisburg, Pennsylvania, as follows:

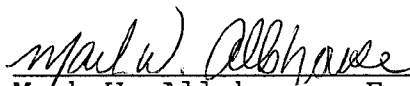
John A. Snyder, Esquire
McQuaide, Blasko, Schwartz,
Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801

Mr. James Naddeo, Esquire
211 ½ East Locust Street
Marino Building, PO Box 552
PO Box 552
Clearfield, PA 16830

J. Richard Fullington, Jr.
929 South 6th Street
Clearfield, PA 16830

Fullington GMC Sales, Inc.
(State Route 879 & I-80)
P.O. Box 290
Clearfield, PA 16830

Date: 1/18/02


Mark W. Allshouse, Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
Attorney for Defendant,
RVG Management & Development Co.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
NO. 01 1996 CD
CIVIL ACTION-LAW AND EQUITY

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

PLAINTIFF

V.

J. RICHARD FULLINGTON, JR.,
et al.,

DEFENDANT

DEFENDANT RVG MANAGEMENT &
DEVELOPMENT CO.'S CROSS
PETITION FOR DECLARATORY
JUDGMENT

LAW OFFICES
STEPHEN C. NUDEL, PC
219 Pine Street
Harrisburg, Pennsylvania 17101
(717) 236-5000

JAN 21 1997
m11139/4ccath
Shaw
Secretary
KDS

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs

v.

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/
Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC
SALES, INC.; JOSEPH F.
DELLANTONIO; RVG MANAGEMENT &
DEVELOPMENT COMPANY,

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 01 1996 CD

CIVIL ACTION - LAW AND EQUITY

NOTICE TO PLEAD

TO: J. Richard Fullington, Sr. and
Fullington Auto Bus Company, Plaintiffs
c/o John A. Snyder, Attorney for Plaintiffs

You are hereby notified to file a written response to the
enclosed PRELIMINARY OBJECTIONS within twenty (20) days from
service hereof or a judgment may be entered against you.

LAW OFFICES STEPHEN C. NUDEL, PC

Date: 1/21/02

Mark W. Allshouse

Stephen C. Nudel, Esquire
Attorney ID #41703
Mark W. Allshouse, Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000

Attorneys for Defendant
RVG Management & Development Co.

FILED

JAN 22 2002

m/12:05/ug
William A. Shaw
Prothonotary

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#14

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs

v.

J. RICHARD FULLINGTON, JR.,
individually and as Majority
Shareholder and Officer/
Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC
SALES, INC.; JOSEPH F.
DELLANTONIO; RVG MANAGEMENT &
DEVELOPMENT COMPANY,

Defendants

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

: NO. 01 1996 CD
:

: CIVIL ACTION - LAW AND EQUITY
:

**DEFENDANT RVG MANAGEMENT & DEVELOPMENT CO.'S PRELIMINARY
OBJECTIONS TO PLAINTIFFS COMPLAINT**

AND NOW, comes Defendant RVG Management & Development Co.,
by and through its attorneys, Law Offices Stephen C. Nudel, PC,
and respectfully files these Preliminary Objections to
Plaintiffs' Complaint as follows:

1. On or about December 12, 2001, Plaintiffs' filed a
Complaint to the above captioned action requesting an injunction
enjoin the sale of certain properties owned by Defendant
Fullington GMC Sales, Inc. ("Fullington GMC") based upon a
stockholders Agreement requiring 80% vote Class A stockholders in
order to transfer certain properties owned by Fullington GMC.

I. DEMURRER
LACK OF STANDING OF FULLINGTON AUTO BUS COMPANY

2. Paragraph 1 is hereby incorporated by reference as if
set forth at length.

3. Plaintiff Fullington Auto Bus Company ("Fullington

Bus") is not a party to the Stockholders Agreement.

4. Plaintiff Fullington Bus is merely a lessee of properties owned and which are intended to be sold by Fullington GMC.

5. Fullington Bus is not an owner of any of the properties proposed to be sold but simply a lessee subject to the terms and conditions of a lease or leases between itself and Defendant Fullington GMC.

6. Plaintiff Fullington Bus has failed to aver that the terms of the lease between itself and Fullington GMC does not permit the sale.

7. Plaintiff Fullington Bus lacks standing to bring the instant action and to request an injunction.

WHEREFORE, Defendant RVG Management and Development Co. respectfully requests this Court to enter an Order on behalf of Defendant and against Plaintiff Fullington Bus thereby dismissing and removing Fullington Bus as a party to the instant action together with costs of suit and attorneys fees.

**II. DEMURER
FAILURE TO PLEAD A CAUSE OF ACTION
FOR WHICH RELIEF MAY BE GRANTED**

8. Paragraphs 1 through 7 are hereby incorporated by reference as if set forth at length.

9. Providing Fullington Bus, a lessee, standing to control a transfer of Landlord's property is contrary to Pennsylvania jurisprudence.

10. Fullington Bus has requested this Court to void a valid

Agreement of Sale based solely upon its leasehold interest.

11. Fullington Bus is not a party to the underlying Shareholders Agreement nor has it averred any interest or right to control the transfer the assets of Fullington GMC.

12. Providing Fullington Bus standing to control a transfer of its Landlord's property would be contrary to Pennsylvania jurisprudence.

13. Fullington Bus has failed to plead a cause of action for which relief can be granted.

WHEREFORE, Defendant RVG Management & Development Co. requests this Honorable Court to enter an Order on behalf of Defendants and against Plaintiff Fullington Auto Bus thereby dismissing any cause of action brought on behalf of Fullington Bus together with costs of suit and attorneys fees.

**III. DEMURER
FAILURE TO PLEAD A CAUSE OF ACTION
WHICH RELIEF MAY BE GRANTED**

14. Paragraphs 1 through 13 are hereby incorporated by reference as if set forth at length.

15. Plaintiffs Complaint avers that the Plaintiff Fullington Bus could suffer loss of use of certain properties to which it is now a lessee.

16. Plaintiffs Complaint further states Fullington Bus may lose use of certain equipment used or leased by Fullington Auto Bus Company.

17. Plaintiffs Complaint states that J. Richard Fullington Sr. ("Fullington Sr.") is a majority stockholder of Fullington

Bus.

18. Plaintiffs Complaint fails to set forth how Fullington Sr., in his individual capacity, will be immediately or irreparably harmed by Defendant J. Richard Fullington Jr.'s ("Fullington Jr.") alleged breach of the stockholder agreement.

19. Plaintiff Fullington Sr. has failed to make any averment as to how he may be individually damaged in such a way which is not able to be compensated monetarily.

20. Plaintiff Fullington Sr. has failed to plead a cause of action or to show his legal entitlement to an injunction.

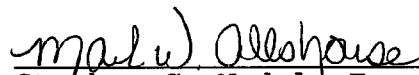
21. Plaintiff Fullington Sr. has failed to state a cause of action for which relief may be granted.

WHEREFORE, Defendant RVG Management and Development Co. respectfully requests this Honorable Court to enter an Order on behalf of Defendant and against Plaintiff Fullington Sr. thereby dismissing Plaintiffs request for injunction together with costs of suit and attorneys fees.

Respectfully submitted,

LAW OFFICES STEPHEN C. NUDEL, PC

Date: 1/21/02



Stephen C. Nudel, Esquire
Attorney ID #41703
Mark W. Allshouse, Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000

Attorneys for Defendant
RVG Management & Development Co.

J. RICHARD FULLINGTON, SR. and	:	IN THE COURT OF COMMON PLEAS
FULLINGTON AUTO BUS COMPANY,	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
Plaintiffs	:	
	:	
v.	:	NO. 01 1996 CD
	:	
J. RICHARD FULLINGTON, JR.,	:	
individually and as Majority	:	
Shareholder and Officer/	:	
Director of Fullington GMC	:	
Sales, Inc.; FULLINGTON GMC	:	
SALES, INC.; JOSEPH F.	:	
DELLANTONIO; RVG MANAGEMENT &	:	
DEVELOPMENT COMPANY,	:	
	:	CIVIL ACTION - LAW AND EQUITY
Defendants	:	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been duly served upon the following, by depositing a copy of the same in the United States Mail, first-class, postage prepaid, at Harrisburg, Pennsylvania, as follows:

John A. Snyder, Esquire
McQuaide, Blasko, Schwartz,
Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801

Mr. James Naddeo, Esquire
211 ½ East Locust Street
Marino Building, PO Box 552
PO Box 552
Clearfield, PA 16830

J. Richard Fullington, Jr.
929 South 6th Street
Clearfield, PA 16830

Fullington GMC Sales, Inc.
(State Route 879 & I-80)
P.O. Box 290
Clearfield, PA 16830

Date: 1/21/02

Mark W. Allshouse

Mark W. Allshouse, Esquire
Attorney ID #78014
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000

Attorney for Defendant
RVG Management & Development Co.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
NO. 01 1996 CD
CIVIL ACTION-LAW AND EQUITY

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

PLAINTIFF

V.

J. RICHARD FULLINGTON, JR.,
et al.,

DEFENDANT

DEFENDANT RVG MANAGEMENT &
DEVELOPMENT CO.'S PRELIMINARY
OBJECTIONS TO PLAINTIFFS
COMPLAINT

LAW OFFICES
STEPHEN C. NUDEL, PC

219 Pine Street
Harrisburg, Pennsylvania 17101

(717) 236-5000

JAN 20 1997

William A. Shaw
Prothonotary

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

J. RICHARD FULLINGTON, SR., and
FULLINGTON AUTO BUS COMPANY,
Plaintiffs

v.

J. RICHARD FULLINGTON, JR.,
Individually and as Majority Stockholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO; RVG
MANAGEMENT; and DEVELOPMENT
COMPANY,
Defendants


1996
NO. 01-1966-CD

ORDER

NOW, this 21st day of January, 2002, having reviewed the Preliminary Objections filed
by Defendants, IT IS PRELIMINARILY ORDERED as follows:

1. All shareholders of Fullington Auto Bus Company, an alleged Pennsylvania
corporation, shall be joined as involuntary Plaintiffs.
2. A hearing/argument on all outstanding motions will be held on Friday, February 8,
2002, at 1:30 p.m.

BY THE COURT:


J. Michael Williamson, Judge

xc: John A. Snyder, Esquire
James A. Naddeo, Esquire
Court Administrator
Mark W. Allshouse, Esquire

FILED

JAN 23 2002

William A. Shaw
Prothonotary

J. MICHAEL WILLIAMSON
JUDGE
COURT OF COMMON PLEAS
25TH JUDICIAL DISTRICT
OF PENNSYLVANIA
COURT HOUSE
LOCK HAVEN, PA 17745

(15)



JUDGES CHAMBERS
TWENTY-FIFTH JUDICIAL DISTRICT OF PENNSYLVANIA
LOCK HAVEN, PENNSYLVANIA 17745

J. MICHAEL WILLIAMSON
Judge

Clinton County Courthouse
230 E. Water Street
Lock Haven, PA 17745
570-893-4014
FAX 570-893-4126

January 18, 2001

William Shaw, Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: **Fullington v. Fullington, et al.**
No. 01-1966-CD

Dear Mr. Shaw:

Please file the enclosed Order in the above referenced matter. All copies have been distributed.

Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "Carol E. Miller".

Carol E. Miller
Secretary to Judge Williamson

Enclosure

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

Type of Pleading:

**ANSWER TO MOTION FOR
ADDITIONAL BOND**

Filed on Behalf of:

Plaintiffs

Counsel of Record for
this Party:

John A. Snyder

McQuaide, Blasko, Schwartz, Fleming &
Faulkner, Inc.

811 University Drive

State College, PA 16801

(814) 238-4926

Fax: (814) 238-9624

FILED

JAN 29 2002

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William A. Shaw

Prothonotary

#16

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

**PLAINTIFFS' ANSWER TO DEFENDANTS' J. RICHARD FULLINGTON, JR.,
FULLINGTON GMC SALES, INC. and JOSEPH F. DELLANTONIO'S
MOTION FOR ADDITIONAL BOND**

AND NOW, come Plaintiffs, J. Richard Fullington, Sr. and Fullington Auto Bus Company, by and through their undersigned counsel, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and file the following Answer to Defendants J. Richard Fullington Jr., Fullington GMC Sales, Inc. and Joseph F. DellAntonio's Motion for Additional Bond, and in support thereof, aver as follows:

1. Admitted.
2. Admitted in part and denied in part. Not only are Plaintiffs seeking to enjoin the sale of property owned by Defendant Fullington GMC Sales, Inc., but Plaintiffs are also seeking to rescind any transactions which have occurred in violation of the agreement attached to Plaintiffs' Complaint.
3. Admitted in part and denied in part. It is admitted that Fullington GMC Sales, Inc.

has attempted to enter into an agreement to sell the DuBois property for the sum of \$650,000.

Because that agreement is invalid and in violation of the instrument attached to Plaintiffs'

Complaint, it is denied that Fullington GMC Sales, Inc. could likely do so.

4. Denied. After reasonable investigation, Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of the averment contained within paragraph 4. The same is therefore denied and strict proof thereof demanded. Moreover, whether or not an appraisal was obtained of the property is irrelevant to the legal issue confronting the court which is whether the property could validly be conveyed without the consent of 80% of the shareholders of Fullington GMC Sales, Inc.

5. Admitted in part and denied in part. It is admitted that rules governing injunctions can be found at Pa. R.C.P. 1531. Those rules, being in writing, speak for themselves and any expression or characterization inconsistent therewith is expressly denied.

6. Admitted in part and denied in part. It is admitted that rules governing injunctions can be found at Pa. R.C.P. 1531. Those rules, being in writing, speak for themselves and any expression or characterization inconsistent therewith is expressly denied.

7. Admitted in part and denied in part. It is conceivable that a bond or deposit with the Prothonotary can be used to offset damages accrued in the instance of the wrongful issuance of an injunction. It is denied that the instant scenario presents such an opportunity.

8. Denied. More accurately, Plaintiffs have requested that bond be posted in the amount of \$100.

9. Denied. To the contrary, if Plaintiffs do not have a clear legal right to the relief which they seek, no injunction will issue. Alternatively, if Plaintiffs do have a clear legal right to the injunction they seek, as they submit that they do, then there is no injury or damages, at least to

Defendants.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court deny J. Richard Fullington Jr., Fullington GMC Sales, Inc. and Joseph F. DellAntonio's Motion for Additional Bond.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

Dated: January 28, 2002

By: 

John A. Snyder

I. D. No. 66295

811 University Drive

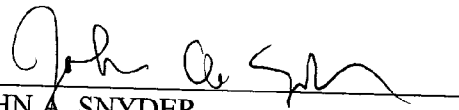
State College, PA 16801

(814) 238-4926

Attorneys for Plaintiffs

VERIFICATION

John A. Snyder, hereby verifies that he is the attorney of record for Plaintiffs, J. Richard Fullington, Sr. and Fullington Auto Bus Company, in the foregoing action, and as such, he is authorized to make this verification on its behalf, and that the facts set forth in the foregoing Answer to Defendants J. Richard Fullington Jr., Fullington GMC Sales, Inc. and Joseph F. DellAntonio's Motion for Additional Bond, are true and correct to the best of his information, knowledge and belief. This verification is hereby made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.



JOHN A. SNYDER

Dated: January 28, 2002

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,
Plaintiffs,

vs.

No. 01-1996-CD

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,
Defendants.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Plaintiffs' Answer to J. Richard Fullington Jr., Fullington GMC Sales, Inc. and Joseph F. DellAntonio's Motion for Additional Bond, was mailed by U.S. First Class Mail, postage prepaid, on this 28th day of January, 2002, to the attorneys/parties of record:

Stephen C. Nudel, Esquire
Mark W. Allshouse, Esquire
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
(Attorney for Defendant RVG
Management and Development
Company)

James A. Naddeo, Esquire
211½ East Locust Street
Marino Building
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601
(Attorney for Defendants
J. Richard Fullington, Jr. and
Fullington GMC Sales, Inc. and
Joseph F. Dellantonio)

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: 

John A. Snyder
I. D. No. 66295
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiffs

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on Behalf of:

Plaintiffs

Counsel of Record for
this Party:

John A. Snyder

McQuaide, Blasko, Schwartz, Fleming &
Faulkner, Inc.

811 University Drive

State College, PA 16801

(814) 238-4926

Fax: (814) 238-9624

FILED

FEB 07 2002

William A. Shaw
Prothonotary

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Plaintiffs' Notices to Attend and Produce directed to RVG Management and Development Company and Robert V. Gothier, Jr., Vice President of RVG Development Company and J. Richard Fullington, Jr., was served via FAX and U.S. 1st Class Mail, postage prepaid, on this 5th day of February, 2002, to the attorneys/parties of record:

Stephen C. Nudel, Esquire
Mark W. Allshouse, Esquire
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
(Attorney for Defendant RVG
Management and Development
Company)

James A. Naddeo, Esquire
211½ East Locust Street
Marino Building
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601
(Attorney for Defendants Fullington
and Joseph F. Dellantonio)

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: 

John A. Snyder
I. D. No. 66295
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiffs

FILED

NO

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FEB 07 2002

WAS
William A. Shaw
Prothonotary

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

Type of Pleading:

**ANSWER TO PRELIMINARY
OBJECTIONS**

Filed on Behalf of:

Plaintiffs

Counsel of Record for
this Party:

John A. Snyder

McQuaide, Blasko, Schwartz, Fleming &
Faulkner, Inc.

811 University Drive

State College, PA 16801

(814) 238-4926

Fax: (814) 238-9624

FILED

FEB 07 2002

William A. Shaw
Prothonotary

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

**PLAINTIFFS' ANSWER TO DEFENDANTS J. RICHARD FULLINGTON, JR.,
FULLINGTON GMC SALES, INC. AND JOSEPH F. DELLANTONIO'S
PRELIMINARY OBJECTIONS TO PLAINTIFFS' COMPLAINT**

AND NOW, come Plaintiffs, J. Richard Fullington, Sr. and Fullington Auto Bus Company, by and through their undersigned counsel, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and file the following Answer to J. Richard Fullington, Jr., Fullington GMC Sales, Inc. and Joseph F. Dellantonio's Preliminary Objections.

1. Admitted.
2. Admitted.

Count I – Motion to Dismiss/Demurrer

3. Plaintiffs hereby incorporate paragraphs 1 and 2 as though fully set forth herein.
4. Admitted.
5. Admitted upon information and belief.
6. Admitted.
7. Denied. More accurately, the basis for the claims is the Agreement dated August

20, 1994 signed by the shareholders, officers and directors of Fullington GMC Sales, Inc.

8. Denied. After reasonable investigation, Plaintiffs are without knowledge or information sufficient to form a belief as to what is being alleged in Paragraph 8. The same is therefore denied and strict proof thereof demanded. By way of further response, Paragraph 8 is denied insofar as it states a conclusion of law to which no responsive pleading is required.

9. Admitted in part and denied in part. While Plaintiffs believe this to be the general rule absent extenuating circumstances, there are bases upon which to charge shareholders with the debts of the corporation.

10. Admitted in part and denied in part. While Plaintiffs understand the statement to be a correct proposition of law under general circumstances, there are circumstances under which officers of the corporation can be deemed to be liable for corporate debts.

11. Admitted in part and denied in part. It is believed that the manner of entry into contracts would be governed by the specific circumstances surrounding such contracts.

12. Denied. To the contrary, the Complaint and attached Agreement allege that the August 20, 1994 Agreement was executed by J. Richard Fullington, Jr. individually and in his capacity as the controlling shareholder and director of Fullington GMC Sales, Inc. The evidence will demonstrate he was also an officer.

13. Denied.

14. Denied.

15. Denied. This proposition is particularly untrue when, as here, the Agreement is entered into between shareholders who also constitute the Board of Directors.

16. Denied. The allegations of Paragraph 16 constitute a conclusion of law to which no responsive pleading is required. Moreover, the Agreement at issue was signed by the

shareholders, directors and officers of Fullington GMC Sales, Inc.

17. Denied. The allegations of Paragraph 17 constitute a conclusion of law to which no responsive pleading is required. The same is therefore denied and strict proof thereof demanded. Moreover, the directors of the corporation are not free to disregard corporate contractual obligations.

18. Denied. To the contrary, Plaintiffs rely on the Agreement between the shareholders, officers and directors of Fullington GMC Sales, Inc.

19. Denied. The allegations of Paragraph 19 constitute a conclusion of law to which no responsive pleading is required. The same is therefore denied and strict thereof demanded.

20. Denied. The allegations of Paragraph 19 constitute a conclusion of law to which no responsive pleading is required. The same is therefore denied and strict thereof demanded.

Count II – Motion to Dismiss/Demurrer
Fullington Auto Bus Company v. J. Richard Fullington, Jr., et al

21. Plaintiffs hereby incorporate paragraphs 1 and 20 as though fully set forth herein.

22. Denied. The contract at issue was obviously signed on behalf of and for the benefit of Fullington Auto Bus Company and Fullington GMC Sales, Inc. by their respective principals, officers and directors.

23. Denied. The allegations of Paragraph 23 constitute a conclusion of law to which no responsive pleading is required. The same is therefore denied and strict proof thereof demanded.

24. Denied. The subject properties were used by and leased to Fullington Auto Bus Company. Plaintiffs stand ready to prove the terms of the lease at hearing, should that be necessary.

25. Denied. The allegations of Paragraph 25 constitute a conclusion of law to which

no responsive pleading is required. The same is therefore denied and strict proof thereof demanded.

26. Denied. The allegations of Paragraph 26 constitute a conclusion of law to which no responsive pleading is required. The same is therefore denied and strict proof thereof demanded.

**Count III – Motion to Dismiss/Demurrer
J. Richard Fullington, Sr. v. Joseph F. Dellantonio**

27. Plaintiffs hereby incorporate paragraphs 1 and 26 as though fully set forth herein.

28. Admitted.

29. Admitted in part and denied in part. The Plaintiffs' Complaint, being a written document, speaks for itself and any allegation inconsistent therewith is expressly denied.

30. Denied. After reasonable investigation, Plaintiffs are without knowledge or information sufficient to form a belief as to whether the Agreement of Sale attached to the Plaintiffs' Complaint was in fact entered into by the parties.

31. Denied. The Plaintiffs' Complaint sought equitable relief in the nature of rescission of a contract to which Defendant Dellantonio is a party. That said, it is believed and therefore averred that Plaintiffs have reached an agreement with Defendants concerning the Dellantonio transaction such that the request for equitable relief versus Mr. Dellantonio will not likely be necessary, subject to certain terms and conditions applicable to Defendants J. Richard Fullington, Jr. and Fullington GMC Sales, Inc.

32. Denied. To the contrary, it is Plaintiffs' understanding that Mr. Dellantonio was represented in the transaction by counsel for J. Richard Fullington, Jr. and Fullington GMC Sales, Inc., and constructive notice of the Agreement can be inferred from that fact.

33. Denied. The allegations of Paragraph 33 constitute a conclusion of law to which

no responsive pleading is required. The same is therefore denied and strict proof thereof demanded.

34. Denied. The allegations of Paragraph 34 constitute a conclusion of law to which no responsive pleading is required. The same is therefore denied and strict proof thereof demanded.

Count IV – Motion to Strike for Failure to Conform to Law or Rule of Court

35. Plaintiffs hereby incorporate paragraphs 1 and 34 as though fully set forth herein.

36. Denied. Plaintiffs allege that the Agreement dated August 20, 1994, which involves the shareholders, officers and directors of both corporations, prohibits the transfer of property absent the necessary contracts. It is admitted that Plaintiffs did not attach the other August 20, 1994 Agreement because that Agreement was not relied upon or necessary to Plaintiffs' relief. Moreover, any deficiencies associated with not attaching that Agreement has been cured by Defendants' provision of same.

37. Denied. The allegations of Paragraph 37 constitute a conclusion of law to which no responsive pleading is required. The same is therefore denied and strict proof thereof demanded.

Count V – Motion to Strike for Failure to Join an Indispensable Party

38. Plaintiffs hereby incorporate paragraphs 1 and 37 as though fully set forth herein.

39. Denied. Plaintiffs did not receive an agreement attached as Exhibit B to Defendants' Preliminary Objections. Moreover, this Court's Order has joined as involuntary Plaintiffs the minority shareholders of Fullington Auto Bus Company.

40. Denied. The response to Paragraph 39 is incorporated by reference.

41. Denied. The allegations of Paragraph 41 constitute a conclusion of law to which

no responsive pleading is required. The same is therefore denied and strict proof thereof demanded.

Count VI – Motion to Strike Scandalous and Impertinent Matter

42. Plaintiffs hereby incorporate paragraphs 1 and 41 as though fully set forth herein.

43. Denied. The allegations are material in that they bear upon Defendant J. Richard Fullington, Jr.'s fiduciary responsibilities within which the parameters of his conduct should have conformed during the time period within which he purported to act on behalf of the Fullington GMC Sales, Inc.

44. Denied. This Honorable Court can take judicial notice of Defendant J. Richard Fullington, Jr.'s fraud conviction which is a matter of record within the criminal court system of Clearfield County.

45. Denied. The allegations of Paragraph 45 constitute a conclusion of law to which no responsive pleading is required. The same is therefore denied and strict proof thereof demanded.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter an Order denying Defendants' Preliminary Objections and directing Defendants to respond to the Complaint.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

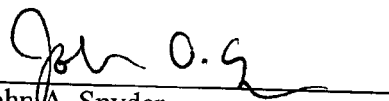
Dated: February 5, 2002

By: 

John A. Snyder
I. D. No. 66295
811 University Drive
State College, PA 16801
(814) 238-4926
Attorneys for Plaintiffs

VERIFICATION

I, JOHN A. SNYDER, ESQUIRE, do hereby swear or affirm that I am counsel for the Plaintiffs, and am authorized to execute this Verification on behalf of the Plaintiffs, and that the facts set forth in the foregoing Plaintiffs' Answer to Defendants J. Richard Fullington, Jr., Fullington GMC Sales, Inc. and Joseph F. Dellantonio's Preliminary Objections to Plaintiffs' Complaint is true and correct to the best of my knowledge, information and belief.


John A. Snyder

Dated: 2-5-02

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

No. 01-1996-CD

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,
Defendants.

CERTIFICATE OF SERVICE

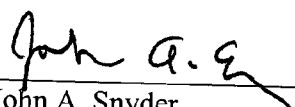
I hereby certify that a true and correct copy of Plaintiffs' Answer to Preliminary Objections filed by J. Richard Fullington, Jr., Fullington GMC Sales, Inc. and Joseph F. Dellantonio was sent via Facsimile and First Class Mail, postage prepaid, on this 5th day of February, 2002, to the attorneys/parties of record:

Stephen C. Nudel, Esquire
Mark W. Allshouse, Esquire
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
(Attorney for Defendant RVG
Management and Development
Company)

James A. Naddeo, Esquire
211½ East Locust Street
Marino Building
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601
(Attorney for Defendants
J. Richard Fullington, Jr. and
Fullington GMC Sales, Inc. and
Joseph F. Dellantonio)

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: _____


John A. Snyder
I. D. No. 66295
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiffs

FILED

0110:36 101
FEB 07 2002

William A. Shaw
Prothonotary

No
cc

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

Type of Pleading:

**ANSWER TO PRELIMINARY
OBJECTIONS**

Filed on Behalf of:

Plaintiffs

Counsel of Record for

this Party:

John A. Snyder

McQuaide, Blasko, Schwartz, Fleming &

Faulkner, Inc.

811 University Drive

State College, PA 16801

(814) 238-4926

Fax: (814) 238-9624

FILED

FEB 07 2002

William A. Shaw
Prothonotary

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

**PLAINTIFFS' ANSWER TO DEFENDANT RVG MANAGEMENT AND
DEVELOPMENT COMPANY'S PRELIMINARY OBJECTIONS**

AND NOW, come Plaintiffs, J. Richard Fullington, Sr. and Fullington Auto Bus Company, by and through their undersigned counsel, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and file the following Answer to RVG Management and Development Company's Preliminary Objections.

1. Admitted in part and denied in part. It is admitted that Plaintiffs filed a Complaint in the above-captioned matter on December 12, 2001. That Complaint, being a written document, speaks for itself and any characterization inconsistent therewith is expressly denied.

**Count I
Demurrer**

2. Plaintiffs hereby incorporate paragraph 1 as though full set forth herein.

3. Denied. The allegations contained within paragraph 3 constitute a conclusion of law to which no responsive pleading is required. The same is therefore denied and strict proof thereof demanded. Moreover, by way of further answer, it is apparent from the facts and

circumstances that the agreement relied upon by Plaintiffs was executed by J. Richard Fullington, Sr. jointly and in his individual capacity, and in his capacity as President and majority shareholder of Fullington Auto Bus Company.

4. Denied. Fullington Auto Bus Company is a lessee of the subject property with a legitimate expectation to continued occupation of the property pursuant to the agreements referenced in Plaintiffs' Complaint.

5. Denied. Rather, Fullington Auto Bus Company is a lessee of the subject property with a legitimate expectation of continued use and occupation of the property pursuant to the agreements relied upon by Plaintiffs in the Complaint.

6. Denied. To the contrary, under the facts and circumstances, it is apparent that the leases did prohibit the subject sale, as they incorporated by reference and vice versa the terms of the August 20, 1994 Agreement relied upon by Plaintiffs in the Complaint.

7. Denied. The allegations of paragraph 7 constitute a conclusion of law to which no responsive pleading is required. Moreover, Plaintiff Fullington Auto Bus Company has a direct immediate interest in the subject matter of this dispute and stands to be irreparably harmed if the subject relief is not granted.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter an Order denying Defendant RVG's Preliminary Objections with prejudice.

Count II Demurrer

8. Plaintiffs hereby incorporate paragraphs 1 through 7 as though full set forth herein.

9. Denied. The allegations of Paragraph 9 constitute a conclusion of law to which no responsive pleading is required. Moreover, Fullington Auto Bus Company did not rely solely

on its status of a lessee of the property, but also upon its status as the beneficial owner of certain rights pursuant to the August 20, 1994 Agreement(s).

10. Denied. Rather, Plaintiffs have requested this Court to void what is believed to be an invalid agreement of sale based both upon Plaintiffs' status as a lessee and upon Plaintiffs' rights pursuant to the Agreement of August 20, 1994.

11. Denied. Precisely the opposite is true.

12. Denied. The allegations of Paragraph 12 constitute a conclusion of law to which no responsive pleading is required.

13. Denied. The allegations of Paragraph 13 constitute a conclusion of law to which no responsive pleading is required.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter an Order denying Defendant RVG's Preliminary Objections with prejudice.

Count III

Demurrer - Failure to Plead A Cause of Action Which Relief May be Granted

14. Plaintiffs hereby incorporate paragraphs 1 through 13 as though full set forth herein.

15. Admitted.

16. Admitted.

17. Admitted.

18. Denied. Rather, it is a fair and reasonable inference from the Plaintiffs' Complaint that if the subject transaction is allowed to be consummated, the operations of Fullington Auto Bus Company, of which J. Richard Fullington, Sr. is a majority shareholder, will be substantially and irreparably harmed, thereby causing a direct substantial and irreparable harm to J. Richard Fullington, Sr.'s interests therein as majority stockholder. Moreover, J. Richard

Fullington, Sr. will be denied contractual rights to which he and his company were afforded to the Agreements of August 20, 1994.

19. Denied. To the contrary, Plaintiff has averred that the subject property in DuBois is unique and critical to the continued operations of Fullington Auto Bus Company and its loss, therefore, will cause to Fullington Auto Bus Company and to J. Richard Fullington, Sr., as its Chief Operating Officer and majority shareholder, direct substantial and irreparable harm.

20. Denied. The allegations of Paragraph 20 constitute a conclusion of law to which no responsive pleading is required.

21. Denied. The allegations of Paragraph 21 constitute a conclusion of law to which no responsive pleading is required.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter an Order denying Defendant RVG's Preliminary Objections with prejudice.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

Dated: February 5, 2002

By: 

John A. Snyder
I. D. No. 66295
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiffs

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

No. 01-1996-CD

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,
Defendants.

CERTIFICATE OF SERVICE

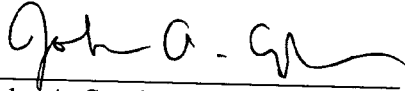
I hereby certify that a true and correct copy of Plaintiffs' Answer to RVG Management and Development Company's Preliminary Objections was sent via Facsimile and First Class Mail, postage prepaid, on this 5th day of February, 2002, to the attorneys/parties of record:

Stephen C. Nudel, Esquire
Mark W. Allshouse, Esquire
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
(Attorney for Defendant RVG
Management and Development
Company)

James A. Naddeo, Esquire
211½ East Locust Street
Marino Building
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601
(Attorney for Defendants
J. Richard Fullington, Jr. and
Fullington GMC Sales, Inc. and
Joseph F. Dellantonio)

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: _____


John A. Snyder
I. D. No. 66295
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiffs

FILED

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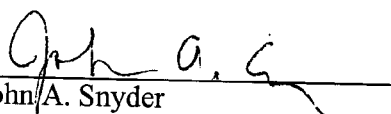
WAS
William A. Shaw
Prothonotary

*N^o
cc*

01-1996-C8

VERIFICATION

I, JOHN A. SNYDER, ESQUIRE, do hereby swear or affirm that I am counsel for the Plaintiff, and am authorized to execute this Verification on behalf of the Plaintiff, and that the facts set forth in the foregoing Answer to Preliminary Objections filed by RVG Management and Development Company are true and correct to the best of my knowledge, information and belief.


John A. Snyder

Dated: 2-06-02

FILED

FEB 07 2002

William A. Shaw
Prothonotary

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William A. Shaw
Prothonotary

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

Type of Pleading:

**PRELIMINARY OBJECTIONS TO
CROSS PETITION OF DEFENDANT
RVG MANAGEMENT &
DEVELOPMENT CO. FOR
DECLARATORY JUDGMENT**

Filed on Behalf of:

Plaintiffs

Counsel of Record for
this Party:

John A. Snyder

McQuaide, Blasko, Schwartz, Fleming &
Faulkner, Inc.

811 University Drive

State College, PA 16801

(814) 238-4926

Fax: (814) 238-9624

*not listed
on the schedule*

FILED

FEB 07 2002

William A. Shaw
Prothonotary

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

**PRELIMINARY OBJECTIONS OF PLAINTIFFS, J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY TO CROSS PETITION OF
DEFENDANT RVG MANAGEMENT & DEVELOPMENT CO.
FOR DECLARATORY JUDGMENT**

AND NOW, come the Plaintiffs, J. Richard Fullington, Sr. and Fullington Auto Bus Company by and through their undersigned attorneys, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and file the following Preliminary Objections to Defendants Cross Petition for Declaratory Judgment and in support thereof aver as follows:

1. Plaintiffs commenced this action by Complaint filed on December 12, 2001.
2. On January 18, 2002, Defendant RVG Management & Development Company ("RVG") filed a what is labeled as a "Cross Petition for Declaratory Judgment" directed against, *inter alia*, Plaintiffs J. Richard Fullington, Sr. and Fullington Auto Bus Company.
3. On December 21, 2001, Defendant RVG filed Preliminary Objections to the

Plaintiffs' Complaint.

4. The filing of Preliminary Objections to Plaintiffs' Complaint and the filing of a Counterclaim for Declaratory Judgment against Plaintiffs is procedurally improper.
5. Plaintiffs' Complaint sounds primarily in equity, seeking injunctive relief on a preliminary and permanent basis.
6. Pursuant to Pa. R.C.P. 1501 [except as otherwise provided in Chapter 15], the procedure in an action in equity shall be in accordance with the rules relating to a civil action.
7. Pursuant to Pa. R.C.P. 1017 and Pa. R.C.P. 1031, a counterclaim is a pleading to be set forth in an answer.
8. There is no authority for the filing of Preliminary Objections to the Complaint and the filing of a counterclaim which is, under the Rules of Civil Procedure, a pleading to be included within an answer.
9. Moreover, a counterclaim cannot be asserted independent of an answer filed by the Defendant. Mistach, Inc. v. City of Pittsburgh, 166 Pa. Cmwlth. 294, 646 A.2d 642 (1994). Consequently, the filing of the counterclaim is procedurally defective and should be stricken. A counterclaim may be filed, if defendants choose to do so, at the time of filing a responsive pleading to the plaintiffs' Complaint.
10. Moreover, the relief sought by the Plaintiffs' counterclaim is barred by the availability of an adequate remedy at law.
11. In addition, the alleged Agreement of Sale upon which Defendants rely is void as violative of the statute of frauds.

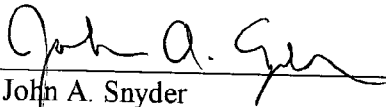
WHEREFORE, Plaintiffs J. Richard Fullington, Sr. and Fullington Auto Bus Company respectfully request that this Honorable Court enter an Order granting their Preliminary Objections and Striking Defendant RVG Management & Development Company's counterclaim against them which has been captioned by Defendants as a "Cross Petition for Declaratory Judgment."

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

Dated: February 7, 2002

By: _____



John A. Snyder

I.D. #66295

Chena L. Glenn-Hart

I.D. #82750

811 University Drive

State College, PA 16801

(814)238-4926

Attorneys for Plaintiffs, J. Richard
Fullington, Sr. and Fullington Auto
Bus Company

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,
Plaintiffs,

vs.

No. 01-1996-CD

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,
Defendants.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Preliminary Objections of Plaintiffs to Defendant RVG Management & Development Co.'s Cross Petition for Declaratory Judgment was served via U.S. 1st Class Mail, postage prepaid, on this 7 day of February, 2002, to the attorneys/parties of record:

Stephen C. Nudel, Esquire
Mark W. Allshouse, Esquire
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
(Attorney for Defendant RVG
Management and Development
Company)

James A. Naddeo, Esquire
211½ East Locust Street
Marino Building
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601
(Attorney for Defendants Fullington
and Joseph F. Dellantonio)


McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: 

John A. Snyder
I. D. No. 66295
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiffs

FILED
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FEB 07 2002
No
cc


William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONJ. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

No. 01-1996-CD

Type of Pleading:

Praecipe to Deposit Bond Payment

Filed on Behalf of:

PlaintiffsCounsel of Record for
this Party:

John A. Snyder

McQuaide, Blasko, Schwartz, Fleming &
Faulkner, Inc.

811 University Drive

State College, PA 16801

(814) 238-4926

Fax: (814) 238-9624

FILED

FEB 11 2002

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William A. Shaw
Prothonotary

NO CERT. COPIES

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*28

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

J. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

vs.

No. 01-1996-CD

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

PRAECIPE TO DEPOSIT BOND PAYMENT

TO THE PROTHONOTARY:

Pursuant to Pa. R.C.P. No. 1531(b)(2), and consistent with the terms of the Order entered by Judge Williamson on Friday, February 8, 2002, kindly deposit the attached check as the court-specified security for the Preliminary Injunction issued in the above-captioned matter.

Respectfully submitted,

MCQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

Dated: February 11, 2002

By: 

John A. Snyder
I. D. No. 66295
Katherine V. Oliver
I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiffs

Filed by: Kelly McEnachem
Fullington auto Bus

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONJ. RICHARD FULLINGTON, SR. and
FULLINGTON AUTO BUS COMPANY,

Plaintiffs,

No. 01-1996-CD

vs.

J. RICHARD FULLINGTON, JR.,
individually and as Majority Shareholder
and Officer/Director of Fullington GMC
Sales, Inc.; FULLINGTON GMC SALES,
INC.; JOSEPH F. DELLANTONIO;
RVG MANAGEMENT and
DEVELOPMENT COMPANY,

Defendants.

CERTIFICATE OF SERVICE

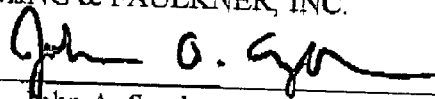
I hereby certify that a true and correct copy of Plaintiffs' Praecepto to Deposit Bond Payment was served via U.S. 1st Class Mail, postage prepaid, on this 11th day of February, 2002, to the attorneys/parties of record:

Stephen C. Nudel, Esquire
Mark W. Allshouse, Esquire
219 Pine Street
Harrisburg, PA 17101
(717) 236-5000
(Attorney for Defendant RVG
Management and Development
Company)

James A. Naddeo, Esquire
211½ East Locust Street
Marino Building
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601
(Attorney for Defendants Fullington
and Joseph F. Dellantonio)

MCQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By:



John A. Snyder
I. D. No. 66295
Katherine V. Oliver
I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiffs

Date: 02/11/2002

Time: 11:43 AM

C ☐ field County Court of Common Pleas
Receipt

NO. 1838114

Page 1 of 1

Received of: Fullington Auto Bus Company \$ 100.00

One Hundred and 00/100 Dollars

Litigant: Fullington, J. Richard Sr

Case	Litigant type	Amount
2001-01996-CD	Plaintiff	
Cash bond		100.00
Total:		100.00

DEPOSITED IN
ESCHEW ACCOUNT.

Check: 23207 Bank: Northwest

Payment Method: Check

Amount Tendered: 100.00

Clerk: BILLSHAW

Duplicate

William A. Shaw, Prothonotary/Clerk of Courts

By: _____
Deputy Clerk

McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620
717-531-1199 FAX 717-531-1193
www.mcquaideblasko.com

Reply to: State College

February 11, 2002

Via Hand-Delivery

William Shaw, Prothonotary
Clearfield County Courthouse
P.O. Box 549
230 East Market Street
Clearfield, PA 16830

Re: J. Richard Fullington, Sr. and Fullington Auto Bus Company vs. J. Richard Fullington, Jr. and Fullington GMC Sales, Inc., et al., No. 01-1996-CD

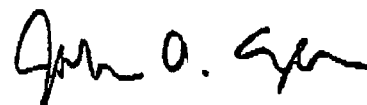
Dear Mr. Shaw:

Enclosed please find Plaintiffs' Praecipe to Deposit Bond Payment, together with Certificate of Service.

Thank you for your attention this matter.

Very truly yours,

McQUAIDE BLASKO



JOHN A. SNYDER

JAS/sap
Enclosure
cc/Enc.:

All Parties of Record (Via 1st Class Mail)
The Honorable J. Michael Williamson (Via 1st Class Mail)
J. Richard Fullington, Sr.

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weikel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Stimak Mark Righner Daniel E. Bright
Paul J. Tomaszuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen
Wayne L. Mowery, Jr. Pamela A. Ruzar Michelle S. Kutz Ashley Himes Krensch Chana L. Glenn-Hart Richard K. Lewis John H. Taylor Michael J. Mohr Livinia N. Jones

John G. Love (1923-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)

67

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

J. RICHARD FULLINGTON, SR. and :
FULLINGTON AUTO BUS COMPANY :

VS. : *NO. 01-1996-CD*

J. RICHARD FULLINGTON JR., :
FULLINGTON GMC SALES, INC., :
JOSEPH F. DELLANTONIO, :
RVG MANAGEMENT and :
DEVELOPMENT COMPANY :

AND

COMMONWEALTH OF PENNSYLVANIA, :
DEPARTMENT OF TRANSPORTATION, :
BUREAU OF MOTOR VEHICLES :

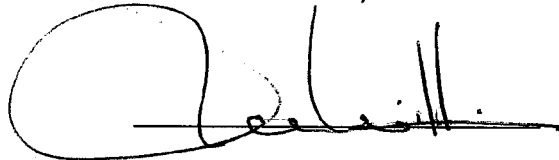
VS. : NO. 02-64-CD

FULLINGTON GMC SALES, INC. t/a :
FULLINGTON BUICK-OLDSMOBILE- :
CADILLAC-GMC TRUCK :

O R D E R

NOW, this 8th day of February, 2002, based upon the agreement of counsel, Joseph F. Dellantonio is dismissed as a Defendant in these matters and the Court will not consider any evidence with respect to the Clearfield Borough properties sold to Defendant Dellantonio.

BY THE COURT,



J. MICHAEL WILLIAMSON
Specially Presiding

FILED

FEB 11 2002

William A. Shaw
Prothonotary

#23

FILED

FEB 11 2002

O//11/19/2002
William A. Shaw
Prothonotary

acc atty Snyder

acc atty Albrow

acc atty Kuhn

acc atty Zulli