

02-1901-CD
CIT FINANCIAL USA, INC. f/k/a/ etal. vs. RAYSTOWN BOAT
EXCHANGE, INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CIT FINANCIAL USA, INC. f/k/a
NEW COURT FINANCIAL USA, INC. for
itself and as assignee of THE CIT GROUP/
SALES FINANCING, INC.,

Plaintiff,

vs.

RAYSTOWN BOAT EXCHANGE, INC.,
WILLIAM L. WOOMER and
LONNIE WOOMER,

Defendants.

No. 2002-1901-CO

PRAECIPE TO FILE JUDGMENT ROLL
AS TO WILLIAM L. WOOMER ONLY

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF THIS PARTY:

CHARLES E. BOBINIS, ESQUIRE
PA I.D. #30665
Bernstein Law Firm, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

DIRECT DIAL: (412) 456-8102

BERNSTEIN FILE NO. G0009612

FILED

DEC 09 2002
0/11:25/16
William A. Shaw
Prothonotary
NO CHRG.

(Eva)

NOTICE TO DEPT.

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

CIT FINANCIAL USA, INC. f/k/a
NEW COURT FINANCIAL USA, INC. for
itself and as assignee of THE CIT GROUP/
SALES FINANCING, INC.,

Plaintiff

vs.

Civil Action No.

RAYSTOWN BOAT EXCHANGE, INC.,
WILLIAM L. WOOMER and
LONNIE WOOMER,

Defendants.

PRAECIPE TO FILE JUDGMENT ROLL AS TO WILLIAM L. WOOMER ONLY

PROTHONOTARY:

Please transfer the within Judgment Roll entered in the United States District for the Middle District of Pennsylvania, known as No. 1 CV 01-1720, and index it against William L. Woomer, only, on the following

Counts:

Count II	William L. Woomer	\$1,082,846.09 -- plus additional interest at the per diem rate of \$218.89 after 10/15/02, plus reasonable attorneys fees and interest.
Count V	William L. Woomer	\$ 33,946.28 -- plus additional interest at the per diem rate of \$7.58 after 10/15/02, plus reasonable attorneys fees and interest.

BERNSTEIN LAW FIRM, P.C.

BY: 

Charles E. Bobinis, Esquire
Attorney for Plaintiff
1133 Penn Avenue
Pittsburgh, PA 15222
(412) 456-8100

We certify that the correct address of the Plaintiff is
c/o Bernstein Law Firm, P.C., Suite 2200, Gulf Towers, 707 Grant Street, Pittsburgh, PA 15219-1900
The correct known address of Defendant is 2301 Highland Avenue, Huntingdon, PA 16652

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

CIT Financial USA, Inc. f/k/a
NEWCOURT FINANCIAL
USA, Inc. for itself and as
Assignee of THE CIT GROUP/
SALES FINANCING, INC.

Plaintiff

CIVIL ACTION NO: 1:CV-01-1720

V.

Judge Kane

Raystown Boat Exchange, Inc.
William L. Woomer and
Lonnie Wommer


Defendants

CERTIFICATION OF CLERK

I, Mary E. D'Andrea, Clerk, of the United States District Court for the Middle District of Pennsylvania, do hereby certify that on October 9, 2002, Judgment was entered in the captioned case in favor of the CIT Financial USA, Plaintiff and against Raystown Boat Exchange, Inc. and William L. Woomer in the sum as follows: SEE ATTACHED

Certified copy of the docket entries
Is attached. WITNESS my hand and
seal of said court at Harrisburg,
Pennsylvania, this 22nd day of
November, 2002.

MARY E. D'ANDREA, CLERK

By: 
Deputy Clerk

IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA, CIVIL DIVISION

CIT FINANCIAL USA, INC. f/k/a
NEW COURT FINANCIAL USA, INC. for
itself and as assignee of THE CIT GROUP/
SALES FINANCING, INC.,

Plaintiff,

vs.

Civil Action No. 1 CV 01-1720

RAYSTOWN BOAT EXCHANGE, INC.,
WILLIAM L. WOOMER and
LONNIE WOOMER,

Defendants.

CONSENT ORDER AND JUDGMENT FOR COUNTS I, II, IV AND V

AND NOW, to wit, this 9th day of Oct., 2002, upon consideration of the record and
upon the undersigned consent of the parties, it is hereby ORDERED, ADJUDGED AND DECREED:

1. That Judgment is entered in favor of Plaintiff CIT Financial USA, Inc. against Defendant Raystown Boat Exchange, Inc. on Count I of the Complaint (jointly and severally with the liability of Defendant William L. Woomer on Count II of the Complaint) in the principal amount of \$920,922.95, plus interest in the amount of \$58,610.34, thereby totaling \$979,533.29 as of September 30, 2001, plus interest at the per diem rate of \$218.89 after September 30, 2001, plus reasonable attorneys' fees of \$18,379.86 through September 14, 2001, plus reasonable attorneys fees after September 14, 2001, plus post-Judgment interest, costs of this action, and such additional costs, attorneys' fees and expenses as may be incurred henceforth by CIT in enforcing its rights in the September 1999 Financing Agreement;

2. Judgment is entered in favor of Plaintiff CIT Financial USA, Inc. on Count II of the Complaint against Defendant William L. Woomer, jointly and severally (his liability being joint and

FILED
HARRISBURG

OCT - 9 2002

MARY E. D'ANDREA, CLERK
Per. [Signature]
DEPUTY CLERK

Certified from the record

Date 11/22/02
Mary E. D'Andrea, Clerk

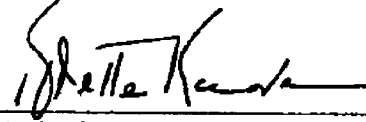
Per [Signature]
Deputy Clerk

several with the liability of Defendant Raystown Boat Exchange, Inc. on Count I of this Complaint), in the principal amount of \$920,922.95, plus interest in the amount of \$58,610.34, thereby totaling \$979,533.29 as of September 30, 2001, plus interest at the per diem rate of \$218.89 after September 30, 2001, plus reasonable attorneys' fees of \$18,379.86 through September 14, 2001, plus reasonable attorneys fees after September 14, 2001, plus post-Judgment interest, costs of this action, and such costs, attorneys' fees and expenses as may be incurred henceforth by CIT in enforcing its rights in the September 1999 Financing Agreement;

3. In addition to the Judgment entered on Count I against Defendant Raystown Boat Exchange, Inc., Judgment is also entered in favor of Plaintiff CIT Financial USA, Inc. against Defendant Raystown Boat Exchange, Inc. on Count IV of the Complaint (jointly and severally with the liability of Defendant William L. Woomer on Count V of the Complaint) for the additional principal sum of \$29,518.81, plus interest of \$1,546.07, or a total of \$31,065.88 as of September 30, 2001, plus interest at the per diem rate of \$7.58 after September 30, 2001, plus reasonable attorneys' fees, plus post-Judgment interest, costs of this action and such additional expenses, costs and reasonable counsel fees as may be incurred by henceforth CIT in enforcing its rights under the July 1998 Financing Agreement;

4. In addition to the Judgment against Defendant William Woomer under Count II of this Complaint, Judgment is also entered against Defendant William Woomer on Count V of this Complaint (jointly and severally with the liability of Defendant Raystown Boat Exchange, Inc. on Count IV of the Complaint) in the principal amount of \$29,518.81, plus interest of \$1,546.07, or a total of \$31,065.88 as of September 30, 2001, plus interest at the per diem rate of \$7.58 after September 30, 2001, plus reasonable attorneys' fees, plus post-Judgment interest, costs of this action, plus such additional expenses, costs and reasonable counsel fees as may be incurred henceforth by CIT in enforcing its rights under the July 1998 Financing Agreement.

BY THE COURT:



U.S. District Court Judge

This Order is consented to by:

BERNSTEIN LAW FIRM, P.C.
LEITESS, LEITESS & FRIEDBERG, P.C.

By: 

Charles E. Bobinis, Esquire
Attorney for CIT Financial USA, Inc.
1133 Penn Avenue
Pittsburgh, PA 15222

By: 

Steven N. Leitess, Esquire
Of Counsel for CIT Financial USA, Inc.
25 Hooks Lane, Suite 302
Baltimore, MD 21208

BIERBACH, McDOWELL, McMINN & ZANIC

By: 

Charles A. Bierbach, Esquire
Attorney for Defendants
113 4th Avenue
Huntingdon, PA 16652

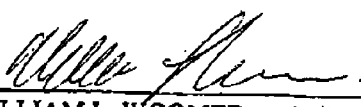
RAYSTOWN BOAT EXCHANGE, INC.

By: 

President

By: _____

Secretary/Treasurer



WILLIAM L. WOOMER, an individual

TERMED HBG

U.S. District Court
Middle District of Pennsylvania (Harrisburg)

CIVIL DOCKET FOR CASE #: 01-CV-1720

CIT Financial USA, I, et al v. Raystown Boat Exchan, et al Filed: 09/07/01
Assigned to: Judge Yvette Kane
Demand: \$9,999,000 42061
Lead Docket: None
Dkt# in other court: None
Nature of Suit: 190
Jurisdiction: Diversity

Cause: 28:1332 Diversity-Other Contract

CIT FINANCIAL USA, INC.
fka
Newcourt Financial USA, Inc.
for itself and as assignee of
the CIT Group/Sales Financing,
Inc.
 plaintiff

Charles E. Bobinis
14124568266
[COR LD NTC]
Bernstein Law Firm, P.C.
1133 Penn Ave.
Pittsburgh, PA 15222
412-456-8102
FTS wd

Robert S. Bernstein
14124568251
[COR LD NTC]
Bernstein Law Firm
1133 Penn Ave.
Pittsburgh, PA 15222
412-456-8100
FTS wd

Steven Leitness
14104868438
steve@leitness.com
[NTC]
Tammy C. Drescher
[COR LD NTC]
Leitness, Leitness & Friedberg,
P.C.
25 Hooks Lane
Suite 302
Baltimore, MD 21208
410-486-2600

v.

RAYSTOWN BOAT EXCHANGE, INC.
 defendant

Charles A. Bierbach
18146431173
[COR LD NTC]
Bierbach, McDowell, McMinn &

Certified from the record

Date 11/22/02
Mary E. D'Andrea, Clerk

Per J. L. Cardillo
Deputy Clerk

Proceedings include all events.

1:01cv1720 CIT Financial USA, I, et al v. Raystown Boat Exchan, et al TERMED HBG

Zanic
113 Fourth Street
Huntingdon, PA 16652
814-643-3555
FTS h

WILLIAM L. WOOMER
defendant

Charles A. Bierbach
(See above)
[COR LD NTC]

LONNIE WOOMER
defendant

Charles A. Bierbach
(See above)
[COR LD NTC]

Proceedings include all events.

TERMED

1:01cv1720 CIT Financial USA, I, et al v. Raystown Boat Exchan, et al HBG

9/7/01 1 COMPLAINT - N/C to counsel. No jury trial demanded.
Receipt #: 111 134757 Amt: 150.00 (pw)
[Entry date 09/13/01]

9/7/01 -- SUMMONS ISSUED as to defendants. (pw) [Entry date 09/13/01]

9/14/01 2 LETTER from court to counsel RE: case assignment &
procedure. (jk) [Entry date 09/18/01]

9/17/01 -- ATTORNEY SPECIAL ADMISSION form received from: Steven N.
Leitess, Esquire & forwarded to judge for approval. Receipt
#: 111 134824 Amt: \$25.00 (sc) [Entry date 09/18/01]

9/17/01 -- ATTORNEY SPECIAL ADMISSION form received from: Tammy C.
Drescher, Esquire & forwarded to judge for approval.
Receipt #: 111 134824 Amt: \$25.00 (sc) [Entry date 09/18/01]

9/24/01 3 ENTRY OF ATTORNEY APPEARANCE for defendants Raystown Boat
Exchange, William L. Woomer, Lonnie Woomer by atty Charles
A. Bierbach and accepts service of summons and complt. on
behalf of each. (pm) [Entry date 09/25/01]

9/28/01 4 REQUEST OF ATTORNEY FOR SPECIAL ADMISSION to practice on
behalf of CIT Financial USA, Inc by Steven Leitess.
approved by court (pm) [Entry date 10/01/01]

12/10/01 5 SCHEDULING ORDER by Judge Yvette Kane - Case management
conference set 9:00 a.m. on 1/28/02 (cc: all counsel;
court) (jk) [Entry date 12/10/01]

12/17/01 -- PROPOSED CONSENT ORDER AND JGM FOR CTS I, II, IV & V
submitted by plaintiff CIT Financial USA, Inc and signed by
all parties. (sc) [Entry date 12/18/01]

12/17/01 -- PROPOSED CONSENT ORDER AND JGM FOR CTS III & VI submitted
by plaintiff CIT Financial USA, Inc and signed by all
parties. (sc) [Entry date 12/18/01]

12/21/01 6 PRAECIPE by plaintiff to w/draw the Consent Order and
Judgment for Counts I, II, IV, and V which was
inadvertently filed by pltf on 12/17/01. (jh)
[Entry date 12/26/01]

1/14/02 7 ORDER AND JUDGMENT by Judge Yvette Kane - IT IS HEREBY
ORDERED that 1)Jgm is entered in favor of pltf, CIT
Financial USA on Ct III. 2)Jgm is entered in favor of pltf
CIT Financial USA on Ct VI. See doc for add'l details. (cc:
cns1, ct, Orig to Security) (sc) [Entry date 01/15/02]

1/23/02 8 ORDER by Judge Yvette Kane Scheduling conf rescheduled to
9:00 a.m. on 2/13/02 (cc: all counsel, court) (jk)
[Entry date 01/25/02]

Proceedings include all events.

TERMED

1:01cv1720 CIT Financial USA, I, et al v. Raystown Boat Exchan, et al HBG

- 2/13/02 9 ORDER by Judge Yvette Kane Counsel having reported to the Court that the above action has been settled, IT IS ORDERED that this action is dismissed w/out costs and w/out prejudice to the right, upon good cause shown w/in 60 days, to reintate the action if the settlement is not consummated. Case terminated (cc: all counsel & Ct.) (jh) [Entry date 02/13/02]
- 4/10/02 10 MOTION by plaintiff CIT Financial USA, Inc. to extend time for dismissal of action, or in the alternative, to reinstate the action; C/S; Propo. (vg) [Entry date 04/11/02]
- 4/16/02 11 ORDER by Judge Yvette Kane - IT IS ORDERED THAT plaintiff's motion to extend the 60-day order dated 2/13/02 is GRANTED. The 60-day order is extended for an additional 60 days until and including 6/13/02. Either party may, upon good cause shown, reinstate the action if the settlement is not consummated. [10-1] (cc: all counsel, court) (jk) [Entry date 04/16/02]
- 6/6/02 12 SECOND MOTION by plaintiff CIT Financial USA, Inc to extend time for dismissal of action or in the alternative to reinstate the action; propo. (vg) [Entry date 06/10/02]
- 6/24/02 13 ORDER by Judge Yvette Kane- IT IS HEREBY ORDERED that said motion is GRANTED. The 60-day Order dated 2/13/02, and extended by Order dated 4.16.02, is extended for an additional 60 days until and including 8/13/02. Either party may, upon good cause shown, reinstate the action if the settlement is not consummated. [12-1] (cc: all counsel, court) (jk) [Entry date 06/24/02]
- 8/6/02 14 MOTION by plaintiff to extend time for dismissal of action for 60 days, or in the alternative to reinstate the action with proposed order and c of s. (jh) [Entry date 08/07/02]
- 8/16/02 15 ORDER by Judge Yvette Kane - IT IS HEREBY ORDERED that said motion is GRANTED. The 60-day order dated 2/13/02, and extended by Orders dated 4/16/02 and June 24/2002, is extended for an additional 60 days until and including 10/15/02. Either party may, upon good cause shown, reinstate the action if the settlement is not consummated. [14-1] (cc: all counsel, court) (jk) [Entry date 08/16/02]
- 10/2/02 16 PRAECIPE: by plaintiff CIT Financial USA, Inc., requesting Clerk to issue Certification of Judgment for purpose of recording jgm in Huntington County, PA. (vg) [Entry date 10/04/02]
- 10/2/02 17 PRAECIPE: by plaintiff CIT Financial USA, Inc., requesting Clerk to issue Certification of Judgment for purpose of recording jgm in Perry County, PA. (vg) [Entry date 10/04/02]

Proceedings include all events.

TERMED

1:01cv1720 CIT Financial USA, I, et al v. Raystown Boat Exchan, et al HBG

- 10/2/02 18 LETTER to court from plaintiff CIT Financial USA, Inc., w/ proposed Consent Order and Judgment for Counts I, II, IV and V of cmp, dfts having breached Settlement Agreement. It is requested Judgment Rolls for transfer to Huntington and Perry Counties, for enforcement of Jgm. (vg)
[Entry date 10/04/02]
- 10/2/02 -- PROPOSED Consent Order & Jgm submitted by plaintiff CIT Financial USA, Inc. (Certification of Clerk to be prepared upon entry of Consent Order and Judgment; copies of praecipes in original case file - to be returned to cnsl w/ Certification - original receipt returned (received 10/02/02) (vg) [Entry date 10/04/02]
- 10/9/02 19 CONSENT ORDER AND JUDGMENT:by Judge Yvette Kane - IT IS HEREBY ORDERED, ADJUDGED AND DECREED: 1)That Judgment is entered in favor of Pltf CIT Financial USA, Inc. against Dft Raystown Boat Exchange, Inc. on Count I of the Complaint (jointly and severally w/ the liability of Dft William L. Woomer on Count II of the Complaint) in the principal amount of \$920,922.95, plus interest in the amount of \$58,610.34, thereby totaling \$979,533.29 as of 9/30/01, plus interest at the per diem rate of \$218.89 after 9/30/01, plus reasonable attorneys' fees of \$18,379.86 through 9/14/01, plus reasonable attorneys' fees after 9/14/01, plus post Judgment interest, costs of this action, and such additional costs, attorneys' fees and expenses as may be incurred henceforth by CIT in enforcing its rights in the 9/1999 Financing Agreement; 2)Judgment is entered in favor of Pltf CIT Financial USA, Inc. on Count II of the Complaint against Dft William L. Woomer, jointly and severally (his liability being joint and several w/ the liability of Dft Raystown Boat Exchange, Inc. on Count I of this Complaint), in the princiopal amount of \$920,922.95, plus interest in the amount of \$58,610.34, thereby totaling \$979,533.29 as of 9/30/01, plus interest at the per diem rate of \$218.89 after 9/30/01, plus reasonable attorneys fees after 9/14/01, plus post-Judgment interest, costs of this action, and such costs, attorneys' fees and expensees as may be incurred henceforth by CIT in enforcing its rights in the Sept 1999 Financing Agreement. (See JUDGMENT for further details) (cc: all counsel, security, court) (jk)
[Entry date 10/09/02]
- 10/10/02 -- CERTIFICATIONS OF JUDGMENTS ISSUED for registration in Huntingdon County Court. (jh) [Entry date 10/10/02]
- 10/10/02 -- CERTIFICATIONS OF JUDGEMENTS issued for registration in Perry County Court. (jh) [Entry date 10/10/02]
- 11/21/02 20 PRAECIPE by plaintiff CIT Financial USA for registration of judgment in Clearfield County, PA. (jh)
[Entry date 11/22/02]

Proceedings include all events.

1:01cv1720 CIT Financial USA, I, et al v. Raystown Boat Exchan, et al TERMED HBG

11/22/02 -- CERTIFICATION OF CLERK issued for registration in Clearfield
County, PA. (jh) [Entry date 11/22/02]
[Edit date 11/22/02]

RECEIVED
NOV 22 2002
CLERK OF COURT
CLEARFIELD COUNTY
PA

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

CIT FINANCIAL USA, INC. f/k/a
NEW COURT FINANCIAL USA, INC. for
itself and as assignee of THE CIT GROUP/
SALES FINANCING, INC.,

Plaintiff

vs.

Civil Action No.

RAYSTOWN BOAT EXCHANGE, INC.,
WILLIAM L. WOOMER and
LONNIE WOOMER,

Defendants.

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

Your are hereby notified that the following Order or Judgment
was entered against you on _____.

(xx) Assumpsit Judgment in the amount
 of \$1,116,792.37 plus costs.

() Trespass Judgment in the amount
 of \$ _____ plus costs.

William L. Woomer
c/o Charles A. Bierbach, Esquire
Bierbach, McDowell, McMinn & Zanic
113 4th Street
Huntingdon, PA 16652-1417

() If not satisfied within sixty (60) days, your motor
 vehicle operator's license and/or registration will
 be suspended by the Department of Transportation,
 Bureau of Traffic Safety, Harrisburg, PA.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☐ Default
 ☐ Verdict
 ☐ Arbitration Award

Prothonotary

By: 

PROTHONOTARY (OR DEPUTY)

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

CIT Financial USA, Inc., f/k/a
New Court Financial USA, Inc., for itself &
assign
The CIT Group/Sales Financing, Inc.
Plaintiff(s)

No.: 2002-01901-CD

Real Debt: \$1,116,792.37

Atty's Comm:

Vs.

Costs: \$

Int. From:

Raystown Boat Exchange, Inc.
William L. Woomer
Lonnie Woomer
Defendant(s)

Entry: \$20.00

JUDGMENT ENTERED AGAINST

Instrument: Judgment Roll from U.S. District
Court, M.D.

WILLIAM L. WOOMER, ONLY

Date of Entry: December 9, 2002

Expires: December 9, 2007

Certified from the record this December 9, 2002

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CIT FINANCIAL USA, INC. f/k/a
NEW COURT FINANCIAL USA, INC. for
itself and as assignee of THE CIT GROUP/
SALES FINANCING, INC.,

Plaintiff,

vs.

RAYSTOWN BOAT EXCHANGE, INC.,
WILLIAM L. WOOMER and
LONNIE WOOMER,

Defendants.

No. 2002-1901-CD

NOTICE OF ORDER GRANTING
RELIEF FROM STAY AGAINST
WILLIAM L. WOOMER ONLY

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF THIS PARTY:

CHARLES E. BOBINIS, ESQUIRE
PA I.D. #30665
Bernstein Law Firm, P.C.
Firm #718
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

DIRECT DIAL: (412) 456-8102

BERNSTEIN FILE NO. G0009612

FILED

MAY 06 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

CIT FINANCIAL USA, INC. f/k/a
NEW COURT FINANCIAL USA, INC. for
itself and as assignee of THE CIT GROUP/
SALES FINANCING, INC.,

Plaintiff,

vs.

Civil Action No. 2002-1901-CD

RAYSTOWN BOAT EXCHANGE, INC.,
WILLIAM L. WOOMER and
LONNIE WOOMER,

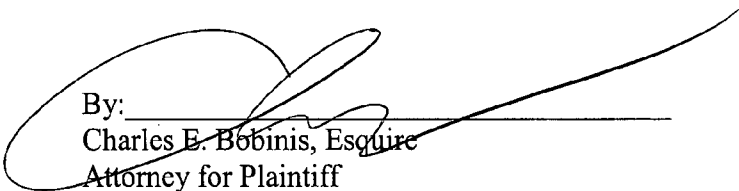
Defendants.

NOTICE OF ORDER GRANTING RELIEF FROM STAY
AGAINST WILLIAM L. WOOMER, ONLY

Pursuant to the attached Orders, Plaintiff was granted relief from the Automatic Stay against William L. Woomer, only, only April 27, 2004, to proceed in this matter.

Respectfully submitted,

BERNSTEIN LAW FIRM, P.C.

By: 
Charles E. Bobbinis, Esquire
Attorney for Plaintiff
PA I.D. #30665
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8102

BERNSTEIN FILE NO. G0009612

United States Bankruptcy Court
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:

WILLIAM WOOMER

DEBTOR

CIT FINANCIAL USA, INC.
f/k/a NEWCOURT FINANCIAL USA, INC.
FOR ITSELF AND AS ASSIGNEE OF
THE CIT GROUP/SALES FINANCING, INC.

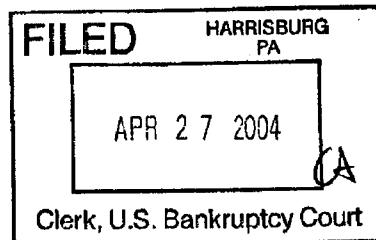
MOVANT,

V.
WILLIAM WOOMER
LAWRENCE G. FRANK, TRUSTEE

RESPONDENTS

CASE NO: 1:04-BK-00517-MDF

(CHAPTER 7)



**Order Granting
Motion of CIT Financial USA, Inc.
For Relief from the Automatic Stay**

Upon consideration of the *Motion of CIT Financial USA, Inc. for Relief from Automatic Stay* (the "Motion"), and any response thereto, the Court having read and considered the same, and the Court having determined that relief requested should be granted, it is hereby:

Ordered, that the Motion is **granted**; and it is further

Ordered, that the automatic stay of 11 U.S.C. § 362(a) is **terminated** to allow CIT Financial USA, Inc., *f/k/a* Newcourt Financial USA, Inc., for itself and as assignee of The CIT Group/Sales Financing, Inc. (collectively, "CIT"), to exercise its rights against its collateral more fully described in Exhibits "6" and "7" attached hereto and any other collateral granted to CIT under the CIT/Dealer Financing Program Agreement dated May 29, 1998, Floor Plan Financing and Security Agreement, Stock Program Addendum and Pre-Sold Program Addendum dated

July 1, 1998, Stock Program Addendum and Pre-Sold Program Addendum dated July 29, 1999, Security Agreement dated September 1999, and all guaranties by William Woomer, and all amendments and modifications thereto (collectively the "Financing Agreements"). CIT shall be entitled to exercise its rights against said collateral pursuant to the Financing Agreements and applicable non-bankruptcy law; and it is further

Ordered, that the automatic stay of 11 U.S.C. § 362(a) is **terminated** to allow CIT to exercise its rights against all property of William Woomer and/or Raystown Boat Exchange, Inc. which was levied by the Sheriff and more fully described in Exhibit "10" attached hereto. CIT shall be entitled to exercise its rights against said property in accordance with the judgments obtained by CIT in the United States District Court for the Middle District of Pennsylvania, Case No.1 CV 01-1720 and domesticated in Huntingdon County, Pennsylvania in Case No. 1353 of 2002 and applicable non-bankruptcy law, and it is further

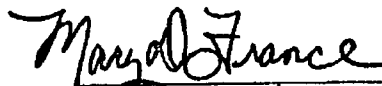
Ordered, that the automatic stay of 11 U.S.C. § 362(a) is **terminated** to allow CIT to exercise its rights against the real property more fully described in the Collateral Mortgages dated January 29, 2002 and recorded in the land records of Huntingdon County and Perry County, Pennsylvania on February 7, 2002 which are attached hereto as Exhibits "11" and "12". CIT shall be entitled to exercise its rights against said real estate under the Collateral Mortgages and applicable non-bankruptcy law, and it is further

Ordered, that the automatic stay of 11 U.S.C. § 362(a) is **terminated** to allow CIT to exercise its rights against the 1999 Mariah Upstill, Serial No. MAB18206D999 under the terms of its May 27, 1999 floorplan financing agreement with Tara Biddle d/b/a Raystown Performance Marine, Inc. and applicable non-bankruptcy law, and it is further

Ordered, that the automatic stay of 11 U.S.C. § 362(a) is **terminated** to allow CIT to exercise its rights against the real property more fully described in the real property owned by the Debtor located in Clearfield County, Pennsylvania, pursuant to the judgment recorded in the records of Clearfield County, Pennsylvania on December 9, 2002, which are attached hereto as Exhibit "13". CIT shall be entitled to exercise its rights against said real estate under the judgment and applicable non-bankruptcy law, and it is further

Ordered, if proofs of claim are required to be filed in the above captioned case, CIT may file, within sixty (60) days of the disposal of the aforesaid collateral, a proof of claim from which sales price, costs and expenses, net proceed and deficiency, if any, may be determined.

Entered: 4-27-04


Mary D. France *pk*
United States Bankruptcy Judge

cc:

Steven N. Leites, Esquire
Tammy C. Drescher, Esquire
Leites, Leites & Friedberg, P.C.
25 Hooks Lane, Suite 302
Baltimore, MD 21208

Robert S. Bernstein, Esquire
Charles E. Bobinis, Esquire
Bernstein Law Firm.
1133 Penn Avenue
Pittsburgh, PA 15222

Charles A. Bierbach, Esquire
Bierbach, McDowell, McMinn & Zanic
113 4th Avenue
Huntingdon, PA 16652

Lawrence G. Frank, Trustee
2023 North Second Street

Harrisburg, PA 17102

William Woomer
2301 Highland Avenue
Huntingdon, PA 16652

Raystown Boat Exchange, Inc.
c/o William Woomer
2301 Highland Avenue
Huntingdon, PA 16652

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN THE MATTER OF:

William L Woomer

} Debtor(s)

Case Number: **1-04-00517**

**CIT Financial USA, Inc. fka Newcourt
Financial USA, Inc., for itself and as
assignee of the CIT Group/Sales
Financing, Inc**

} Movant(s)
vs.

Chapter: **7**

Document No.: **13**

**William L Woomer
Lawrence G. Frank (Trustee)**

} Respondent(s)

Description of
Motion(s):

Relief from Stay

ORDER

IT IS ORDERED that service of this Order and the above-referenced Motion shall be made on the debtor, debtor's counsel, trustee and in Chapter 11 cases upon the U.S. Trustee and the individuals identified in F.R.B.P. 4001(a)(1) and B.P.O. 4001 by the moving party and certification of service filed with this Court within five (5) days from the date hereof.

IT IS FURTHER ORDERED that responses to such Motion must be served upon the moving party and a copy filed with this Court, within fifteen (15) days from the date of this Order. If no Response is filed, relief may be granted. If a Stipulation is executed to resolve the Motion, the moving party must also obtain the concurrence of the standing Trustee (in Chapter 13) or the panel Trustee (in Chapter 7). If responses are filed, a final hearing on said Motion and Responses will be held:

DATE: May 5, 2004

TIME: 9:00 a.m.

PLACE: BANKRUPTCY COURTROOM

THIRD FLOOR, FEDERAL BUILDING

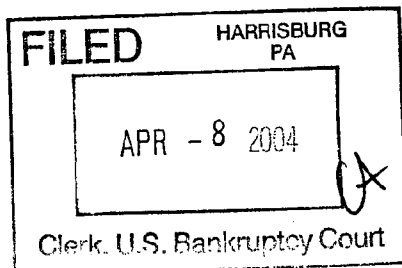
THIRD AND WALNUT STREETS

HARRISBURG, PENNSYLVANIA

DATE: April 8, 2004

/s/ MARY D. FRANCE

Bankruptcy Judge



Requests for continuance of hearings or telephone conferences shall contain a certification that counsel has sought the concurrence from all interested parties and that, as determined by the Court, concurrence has been either granted or denied. Requests received by the Court within twenty-four (24) hours of the hearing will not be considered except in emergency situations. Requests can be made by regular mail, fax or preferably by e-mailing the court at MDF_Calendar@pamb.uscourts.gov

COPY

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:

WILLIAM WOOMER

DEBTOR

* * * * *

CIT FINANCIAL USA, INC.
f/k/a NEWCOURT FINANCIAL USA, INC.
FOR ITSELF AND AS ASSIGNEE OF
THE CIT GROUP/SALES FINANCING, INC.

MOVANT,

V.

WILLIAM WOOMER,
LAWRENCE G. FRANK, TRUSTEE

RESPONDENTS

* * * * *

MOTION OF CIT FINANCIAL USA, INC.
FOR RELIEF FROM THE AUTOMATIC STAY

CIT Financial USA, Inc., *f/k/a* Newcourt Financial USA, Inc., for itself and as assignee of The CIT Group/Sales Financing, Inc. (collectively, "CIT"), by undersigned counsel, and pursuant to 11 U.S.C. § 362 and FED. R. BANKR. P. 4001, hereby moves this Court for relief from the automatic stay and for cause states:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 1334 and 157, and 11 U.S.C. § 362.

FILED
HARRISBURG, PA.
2004 APR - 8 AM 11:46
U.S. BANKRUPTCY COURT

2. This is a contested matter under Federal Rules of Bankruptcy Procedure 9014 and 4001 and is a core proceeding.

3. On January 30, 2004, William Woomer ("Mr. Woomer") filed a voluntary petition for relief under Chapter 7 in this Court.

4. Mr. Woomer is the president and shareholder of Raystown Boat Exchange, Inc. ("Raystown"). Raystown is in the business of selling pleasure boats, parts and providing related services to its customers. Raystown entered into agreements with CIT for "floorplan financing" in order for Raystown to purchase inventory to sell to its customers.

The July 1998 Financing Agreement

5. Raystown entered into a CIT/Dealer Financing Program Agreement and Addendum (the "Dealer Financing Agreement") with The CIT Group/Sales Financing, Inc. ("CITSF") on or about May 29, 1998. Raystown agreed to sell and CITSF agreed to purchase certain retail installment contracts and other sales contracts and security agreements for marine products, including new and used boats, trailers and other marine equipment.

6. Raystown entered into Floor Plan Financing and Security Agreement, Stock Program Addendum and Pre-Sold Program Addendum on or about July 1, 1998, as amended by a July 28, 1999 Stock Program Addendum and Pre-Sold Program Addendum, with CITSF (the agreement described in this paragraph and the Dealer Financing Agreement are collectively referred to as the "July 1998 Financing Agreement"). CITSF agreed to loan funds to Raystown and Raystown agreed to grant CITSF a security interest in all of Raystown's assets, including, but not limited to, all inventory, boats, motor homes, trailers, recreational vehicles, accounts, general intangibles, chattel paper, contract rights, instruments, goods, equipment, machinery, fixtures and furnishings (the "July 1998 Collateral"). A copy of the July 1998 Financing

Agreement is attached hereto and incorporated herein by reference as Exhibit "1". CITSF perfected its security interest in the July 1998 Collateral by filing financing statements with the Commonwealth of Pennsylvania and with the prothonotaries of the appropriate counties, and by notifying all other lenders with prior-recorded financing statements of its purchase money security interest in the July 1998 Collateral.

The July 1988 Guaranty

7. In order to induce CITSF to enter into the July 1998 Financing Agreement with Raystown, and as additional security therefore, on July 1, 1998, Mr. Woomer executed and delivered to CITSF an absolute and unconditional guaranty providing that he would pay and perform all of the present and future obligations of Raystown to CITSF and its successors and assigns (the "July 1998 Guaranty"). A copy of the July 1998 Guaranty is attached hereto to and incorporated by reference herein as Exhibit "2".

The April 1999 Guaranty

8. In order to induce CITSF to extend additional credit and to forbear from exercising its rights under the July 1998 Financing Agreement, and as additional security therefore, on April 20, 1999, Mr. Woomer executed and delivered to CITSF an absolute and unconditional guaranty providing that he would pay and perform all of the present and future obligations of Raystown to CIT and its successors and assigns (the "April 1999 Guaranty"). A copy of the April 1999 Guaranty is attached hereto to and incorporated by reference herein as Exhibit "3".

9. CITSF assigned all of its rights and interest under the July 1998 Financing Agreement, the July 1998 Guaranty, and the April 1999 Guaranty, and all documents related thereto, to CIT.

The September 1999 Financing Agreement

10. Raystown entered into a Security Agreement, (the "September 1999 Financing Agreement") with Newcourt Financial USA, Inc. ("Newcourt") on or about September 27, 1999. In exchange for financing provided by Newcourt, Raystown granted Newcourt a security interest in all of Raystown's assets, including, but not limited to, all inventory, boats, motor homes, trailers, recreational vehicles, accounts, general intangibles, chattel paper, contract rights, instruments, goods, equipment, machinery, fixtures and furnishings (the "September 1999 Collateral"). A copy of the September 1999 Financing Agreement is attached hereto and incorporated herein by reference as Exhibit "4". Newcourt perfected its security interest in the September 1999 Collateral by filing financing statements with the Commonwealth of Pennsylvania and with the prothonotaries of the appropriate counties and by notifying all other lenders with prior recorded financing statements of its purchase money security interests in the September 1999 Collateral.

The September 1999 Guaranties

11. In order to induce Newcourt to enter into the September 1999 Financing Agreement with Raystown, and as additional security therefore, on September 29, 1999 Mr. Woomey executed and delivered to Newcourt an absolute and unconditional guaranty providing that he would pay and perform all of the present and future obligations of Raystown to Newcourt and its successors and assigns (collectively, the "September 1999 Guaranties"). Copies of the September 1999 Guaranties are attached hereto to and incorporated by reference herein as Exhibit "5".

Breach of Financing Agreements and Guaranties

12. CIT acquired Newcourt and, on November 15, 1999 succeeded to Newcourt's rights under the September 1999 Financing Agreement, September 1999 Guaranties and all documents and rights related thereto.

13. Raystown breached the terms of the July 1998 Financing Agreement and the September 1999 Financing Agreements (collectively, the "Financing Agreements") by, *inter alia*, failing to make payments to CIT when and as due, despite demand therefore, and by selling the September 1999 Collateral out of trust and failing to remit the proceeds of those sales to CIT.

14. Mr. Woomer defaulted under the Guaranties by failing and refusing to pay or perform thereunder, despite occurrence of all conditions precedent to his duty to pay and perform the obligations of Raystown owed to CIT.

The United States District Court Lawsuit

15. On September 6, 2001, CIT filed a *Complaint* against Raystown and Mr. Woomer in the United States District Court for the Middle District of Pennsylvania, Case No.1 CV 01-1720, seeking to enforce its rights under the Financing Agreements and the Guaranties and seeking replevin of the collateral more fully described in Exhibits "6" and "7" attached hereto and incorporated herein by reference (the "Financed Collateral").

16. On January 14, 2002, the United States District Court for the Middle District of Pennsylvania entered judgment by consent to allow CIT to replevin the Financed Collateral. A copy of the judgment is attached hereto and incorporated herein as Exhibit "8".

17. On October 9, 2002, the United States District Court for the Middle District of Pennsylvania entered judgment against Raystown and Mr. Woomer, jointly and severally, in the

amount of \$1,028,977.77 (the "Monetary Judgment"). A copy of the Monetary Judgment is attached hereto and incorporated herein as Exhibit "9".

Enforcement of Judgments and The Levied Property

18. On December 9, 2002, CIT enrolled its Monetary Judgment in the Court of Common Pleas of Clearfield County, Pennsylvania as to Mr. Woomer, Case No. 2002-1901-CD.

19. On December 9, 2002, CIT enrolled its Monetary Judgment in the Court of Common Pleas of Huntingdon County, Pennsylvania as to both Raystown and Mr. Woomer, Case No. 1353 of 2002.

20. Pursuant to a Writ of Execution dated October 15, 2002, the Sheriff of Huntingdon County levied upon numerous items of personal property of both Mr. Woomer and Raystown (the "Levied Property"). An itemization of the Levied Property is attached hereto and incorporated herein by reference as Exhibit "10".

21. CIT repossessed its Financed Collateral.

The Real Property

22. Pursuant to a Collateral Mortgage dated January 29, 2002 and recorded in the land records of Huntingdon County, Pennsylvania on February 7, 2002 (the "Huntingdon Mortgage"), Mr. Woomer conveyed certain real property described more fully therein (the "Huntingdon Real Property") to CIT as additional security for the Financing Agreements and Guaranties. A copy of the Huntingdon Mortgage is attached hereto and incorporated herein as Exhibit "11".

23. Pursuant to a Collateral Mortgage dated January 29, 2002 and recorded in the land records of Perry County, Pennsylvania on February 7, 2002 (the "Perry Mortgage"), Mr. Woomer conveyed certain real property described more fully therein (the "Perry Real Property")

to CIT as additional security for the Financing Agreements and Guaranties. A copy of the Perry Mortgage is attached hereto and incorporated herein as Exhibit "12".

24. Pursuant to a Judgment entered in the records of the Prothonotary of Clearfield County, Pennsylvania, Mr. Woomer owns certain real property described more fully therein (the "Clearfield Real Property"). A copy of the judgment and property records as to the Clearfield Real Property are attached hereto and incorporated as Exhibit "13".

The Vessel

25. On May 27, 1999, CIT entered into a floorplan financing agreement with Tara Biddle *d/b/a* Raystown Performance Marine, Inc. ("Biddle") a distinct and unrelated company to Raystown. CIT provided financing to Biddle secured by a perfected security interest in all of the Biddle's inventory, including a 1999 Mariah Upstill, Serial No. MAB18206D999 (the "Vessel").

26. Biddle breached her financing agreement with CIT and CIT repossessed the Vessel. CIT transported the Vessel to Raystown for the purpose of storing it there pending a decision on disposition.

27. CIT desires to sell the Vessel.

28. The Vessel was never owed by Raystown or Woomer and was never a part of Raystown's inventory. Neither Woomer or Raystown have any interest in the Vessel. CIT seeks relief from the stay in connection with the Vessel solely as a matter of precaution.

Grounds for Relief from Stay

29. CIT has a perfected security interest or judgment lien in the Collateral, the Perry Real Property, the Huntingdon Real Property, the Vessel, and the Levied Property (collectively, the “Collateral”). CIT’s interest in the Collateral was perfected prior to 90 days before the filing of this Chapter 7 case and is not avoidable.

30. The outstanding balance due CIT is \$1,028,977.77.

31. CIT has not received any post-petition payments CIT for the retention and use of the Collateral.

32. Raystown and Mr. Woomer lack equity in the Collateral.

33. The Collateral is not necessary for an effective reorganization.

34. Cause exists to terminate the automatic stay, including, among other reasons, that CIT lacks adequate protection of its interest in the Collateral.

35. CIT intends to rely upon this Motion without filing a separate memorandum in support of this Motion. However, CIT reserves the right to file additional or supplemental memoranda if, in CIT’s opinion, such memoranda will assist the Court in making a determination hereof.

WHEREFORE, CIT Financial USA, Inc., *f/k/a* Newcourt Financial USA, Inc., for itself and as assignee of The CIT Group/Sales Financing, Inc. respectfully requests this Court enter an Order:

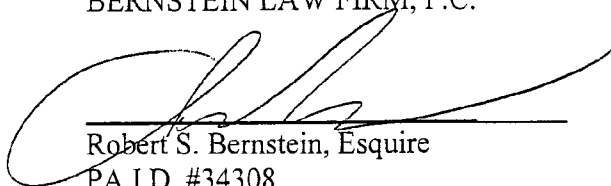
- a) Terminating the automatic stay to allow CIT to exercise its rights with respect to the Collateral under applicable non-bankruptcy law, including repossessing the Collateral

and exercising available remedies upon default under its Financing Agreements and Guaranties; and

b) Providing such other and further relief as is just.

Respectfully submitted,

BERNSTEIN LAW FIRM, P.C.

A large, stylized handwritten signature in black ink, appearing to read 'R. Bernstein', is written over a horizontal line.

Robert S. Bernstein, Esquire

PA I.D. #34308

Charles E. Bobinis, Esquire

PA I.D. #30665

Bernstein Law Firm.

Suite 2200 Gulf Tower

Pittsburgh, Pennsylvania 15219

(412) 456-8101

(410) 456-8135 FAX

Of Counsel

Steven N. Leitess

Tammy C. Drescher

Leitess, Leitess & Friedberg, P.C.

25 Hooks Lane, Suite 302

Baltimore, MD 21208.

(410) 486-2600

(410) 486-8438 FAX

*Attorneys for CIT Financial USA, Inc.
f/k/a Newcourt Financial USA Inc.,
for itself and as assignee of
The CIT Group/Sales Financing, Inc.*

United States Bankruptcy Court
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:	*												
								CASE NO:	1:04-BK-00517-MDF				
WILLIAM WOOMER	*												
								(CHAPTER 7)					
DEBTOR	*												
* * *	*	*	*	*	*	*	*	*	*	*	*	*	*
CIT FINANCIAL USA, INC.	*												
f/k/a NEWCOURT FINANCIAL USA, INC.	*												
FOR ITSELF AND AS ASSIGNEE OF	*												
THE CIT GROUP/SALES FINANCING, INC.	*												
	*												
MOVANT,	*												
V.	*												
WILLIAM WOOMER	*												
LAWRENCE G. FRANK, TRUSTEE	*												
	*												
RESPONDENTS	*							*					
	*												
* * *	*	*	*	*	*	*	*	*	*	*	*	*	*

Order Granting
Motion of CIT Financial USA, Inc.
For Relief from the Automatic Stay

Upon consideration of the *Motion of CIT Financial USA, Inc. for Relief from Automatic Stay* (the "Motion"), and any response thereto, the Court having read and considered the same, and the Court having determined that relief requested should be granted, it is hereby:

Ordered, that the Motion is **granted**; and it is further

Ordered, that the automatic stay of 11 U.S.C. § 362(a) is **terminated** to allow CIT Financial USA, Inc., f/k/a Newcourt Financial USA, Inc., for itself and as assignee of The CIT Group/Sales Financing, Inc. (collectively, "CIT"), to exercise its rights against its collateral more fully described in Exhibits "6" and "7" attached hereto and any other collateral granted to CIT under the CIT/Dealer Financing Program Agreement dated May 29, 1998, Floor Plan Financing and Security Agreement, Stock Program Addendum and Pre-Sold Program Addendum dated

July 1, 1998, Stock Program Addendum and Pre-Sold Program Addendum dated July 29, 1999, Security Agreement dated September 1999, and all guaranties by William Woomer, and all amendments and modifications thereto (collectively the "Financing Agreements"). CIT shall be entitled to exercise its rights against said collateral pursuant to the Financing Agreements and applicable non-bankruptcy law; and it is further

Ordered, that the automatic stay of 11 U.S.C. § 362(a) is **terminated** to allow CIT to exercise its rights against all property of William Woomer and/or Raystown Boat Exchange, Inc. which was levied by the Sheriff and more fully described in Exhibit "10" attached hereto. CIT shall be entitled to exercise its rights against said property in accordance with the judgments obtained by CIT in the United States District Court for the Middle District of Pennsylvania, Case No.1 CV 01-1720 and domesticated in Huntingdon County, Pennsylvania in Case No. 1353 of 2002 and applicable non-bankruptcy law, and it is further

Ordered, that the automatic stay of 11 U.S.C. § 362(a) is **terminated** to allow CIT to exercise its rights against the real property more fully described in the Collateral Mortgages dated January 29, 2002 and recorded in the land records of Huntingdon County and Perry County, Pennsylvania on February 7, 2002 which are attached hereto as Exhibits "11" and "12". CIT shall be entitled to exercise its rights against said real estate under the Collateral Mortgages and applicable non-bankruptcy law, and it is further

Ordered, that the automatic stay of 11 U.S.C. § 362(a) is **terminated** to allow CIT to exercise its rights against the 1999 Mariah Upstill, Serial No. MAB18206D999 under the terms of its May 27, 1999 floorplan financing agreement with Tara Biddle *d/b/a* Raystown Performance Marine, Inc. and applicable non-bankruptcy law, and it is further

Ordered, that the automatic stay of 11 U.S.C. § 362(a) is **terminated** to allow CIT to exercise its rights against the real property more fully described in the real property owned by the Debtor located in Clearfield County, Pennsylvania, pursuant to the judgment recorded in the records of Clearfield County, Pennsylvania on December 9, 2002, which are attached hereto as Exhibit "13". CIT shall be entitled to exercise its rights against said real estate under the judgment and applicable non-bankruptcy law, and it is further

Ordered, if proofs of claim are required to be filed in the above captioned case, CIT may file, within sixty (60) days of the disposal of the aforesaid collateral, a proof of claim from which sales price, costs and expenses, net proceed and deficiency, if any, may be determined.

Entered: _____

Mary D. France
United States Bankruptcy Judge

cc:

Steven N. Leitess, Esquire
Tammy C. Drescher, Esquire
Leitess, Leitess & Friedberg, P.C.
25 Hooks Lane, Suite 302
Baltimore, MD 21208

Robert S. Bernstein, Esquire
Charles E. Bobinis, Esquire
Bernstein Law Firm.
1133 Penn Avenue
Pittsburgh, PA 15222

Charles A. Bierbach, Esquire
Bierbach, McDowell, McMinn & Zanic
113 4th Avenue
Huntingdon, PA 16652

Lawrence G. Frank, Trustee
2023 North Second Street

Harrisburg, PA 17102

William Woomer
2301 Highland Avenue
Huntingdon, PA 16652

Raystown Boat Exchange, Inc.
c/o William Woomer
2301 Highland Avenue
Huntingdon, PA 16652



*We Bring More To Financing
Than Just Money.*

CIT/DEALER FINANCING PROGRAM AGREEMENT

TERMS AND CONDITIONS

To: The CIT Group/Sales Financing, Inc. (hereinafter called "CIT")

ELIGIBLE PRODUCTS/DEFINITION OF "GOODS"

- 1.1 The undersigned Dealer may, from time to time, offer to sell to CIT, in accordance with this Agreement, contracts (hereinafter called "Contracts"), including, but not limited to, retail installment sale contracts, conditional sale contracts, security agreements and notes, other chattel paper, or preferred ship mortgages, evidencing or relating to Dealer's time sales of new and used goods. The terms of this Agreement shall be applicable to all such Contracts hereafter sold to CIT by Dealer.
- 1.2 "Goods" as defined herein will include new and used marine products. Marine products shall include new and used vessels, personal watercraft, boat trailers, engines, and other attachments, equipment, accessories and related services.

FORMS/DOCUMENTATION

- 2.1 Each Contract purchased by CIT shall be evidenced by CIT's standard forms for such transactions or such other forms as may be specifically approved by CIT. Each Contract sold to CIT by Dealer shall be accompanied by an assignment, executed by Dealer, in form and substance satisfactory to CIT, hereinafter called "Assignment", and Dealer is and shall remain responsible for all warranties, obligations and commitments contained in such Assignment, all of which are incorporated herein by reference.

ACCEPTANCE

- 3.1 All such Contracts shall first be submitted for either acceptance or rejection by CIT. All such Contracts shall be assigned to CIT under the terms of this Agreement and without recourse as to the Buyer's obligation of payment, except as provided herein in Paragraph 7.1.
- 3.2 This Agreement becomes effective upon CIT's acceptance of it. Any purchase of a Contract by CIT from Dealer on or after the date hereof shall constitute CIT's acceptance of this Agreement. No waiver or change of any part of this Agreement shall be binding on CIT unless evidenced by a writing, signed by one of CIT's officers. On and after the date this Agreement becomes effective through CIT's acceptance of it, it shall replace any prior agreement or understandings, either oral or written, between Dealer and CIT, covering the same subject, neither party shall be bound to anything not expressed in it, and it shall govern all Contracts thereafter bought by CIT from Dealer. It shall inure to and bind Dealer's respective successors and assigns and any present or future company affiliated with CIT with which CIT may transact business with Dealer hereunder.
- 3.3 Dealer warrants that the "Manufacturer's Invoice" to be submitted by Dealer to CIT with each Contract shall indicate the "Dealer's Cost" at point of manufacture, exclusive of any and all freight or transportation charges, and, excepting discount based exclusively on volume purchase, net of any and all discounts which are or may be extended by the manufacturer of the goods and net of any bonuses, refunds, rebates, prices, or anything of value running from such manufacturer to and benefiting Dealer, whether such benefit is realized by Dealer at the time of purchase or any other time.

PRICING

- 4.1 The purchase price for each Contract accepted for purchase by CIT shall be as mutually agreed between Dealer and CIT.

EXHIBIT.1.

INSURANCE

- 5.1. Dealer warrants to CIT that, at the time of the purchase of a Contract by CIT hereunder, the goods which are the subject of the Contract are insured in accordance with the requirements of the Contract.
- 5.2. To induce CIT, its affiliates and subsidiaries, successors and assigns (referred to herein jointly and severally as "CIT") to purchase Contracts from Dealer, Dealer does hereby represent, covenant and warrant with respect to each and every Contract purchased by CIT in which credit life insurance, credit accident and health insurance, and/or insurance on the Goods has been included in the sale/Contract, or as to which insurance is arranged by Dealer subsequent to such sale, whether or not a separate charge to the Buyer has been made or a separate charge, premium, or provision for insurance has been disclosed in the installment contract, as follows:
- 5.2.1. Dealer will hold CIT and any insurance company (other than the one with whom Dealer has arranged to provide insurance) from whom CIT normally purchases such types of insurance, or which is named as the intended issuer of insurance in the related Contract, harmless from and will indemnify them and each of them against any breach by Dealer of the terms of this Agreement and against any claims, related claim expenses and litigation expenses in connection with insurance including, without limiting the generality of the foregoing, loss, benefit or damage claims, claims based on alleged failure to place coverage or to place adequate or sufficient coverage, claims for premiums and premium refunds and claims based on any failure to provide the installment Buyer with a copy of the policy or certificate of insurance as required by applicable law within 30 days after execution of the Contract or within such period of time as may be required by applicable law.
- 5.2.2. Dealer will procure insurance as agreed with the installment Buyer or procure such coverages as arranged with the installment Buyer from an insurance company authorized by law to provide such coverages. The insurance will conform with all requirements of applicable law. A copy of the insurance policies or certificates of insurance for group coverages, if any, will be supplied to CIT.
- 5.2.3. If the original Buyer transfers his or her equity in the goods to a new purchaser, who assumes the obligation to CIT for the unpaid installments on the Buyer's indebtedness, and who is eligible for insurance, Dealer will, when requested to do so by CIT, arrange for transferring insurance coverage to the new purchaser or for cancellation of the insurance coverage as to the original Buyer and the issuance of comparable coverage as to the new purchaser. In such event, all of Dealer's representations, covenants and warranties contained herein shall continue to be applicable as to the insurance coverage on the goods.
- 5.2.4. If a separate charge for physical damage insurance is made or disclosed in the Contract, or in a subsequent rewrite or refinancing thereof, such charge will not exceed the amount of the premium as stated in the insurance policy. In the event that the amount of the premium as stated in the policy is less than the separate charge so made or disclosed, or in the event Dealer fails in whole or in part to procure insurance coverages, CIT may refund the excess together with the Finance Charge related thereto to the Buyer. In that event, such refunded amount shall be paid by Dealer to CIT immediately.
- 5.2.5. The proceeds of credit life insurance will be payable under its terms by the insurance company directly to CIT for application against the installment Buyer's indebtedness, any excess to be paid to his or her estate or as he or she has otherwise designated. The amount of coverage will, at a minimum, be adequate to pay the amount unpaid under the related Contract in the case of life insurance (and in the case of accident and health insurance, to pay installments on the Contract as they become due, in the event of the insured's disability as defined under the terms of the related insurance policy or certificate).
- 5.2.6. If the Buyer's indebtedness under the Contract is fully repaid in advance, there will be refunded to the Buyer by the credit life/credit accident and health insurance company the

- portion of the charge for insurance applicable to the unexpired period of insurance, in accordance with all requirements of applicable law.
- 5.2.7. In the event of the failure to procure or the cancellation of all or part of the insurance coverage for any reason:
- (a) CIT shall have no responsibility or obligation to make, or obtain from the insurance company or Dealer, any unearned insurance premium refunds or the amount included in the Contract for such coverage.
 - (b) If comparable coverage is not immediately obtained, the unearned insurance premium refund on the canceled insurance or the amount included in the Contract for insurance will be paid to CIT upon its request, to be applied to the unpaid balance of the Buyer's indebtedness to CIT in such manner as CIT shall determine.
- 5.2.8. If all or part of the insurance coverage is canceled by the insurance company for any reason, Dealer will use its best efforts to obtain comparable coverage. If such coverage is obtained, all of Dealer's representations, covenants and warranties contained herein shall continue to be applicable as to the insurance on the goods. If comparable coverage cannot be arranged by Dealer, the unearned insurance premium refund on the canceled insurance will be paid to CIT upon its request, to be applied to the unpaid balance of the Buyer's indebtedness to CIT in such manner as CIT shall determine.
- 5.2.9. Dealer and the insurer or insurers involved will not represent or advertise that CIT in any way sponsors the insurance provided.
- 5.2.10. If the goods are repossessed or otherwise recovered from the Buyer, Dealer shall pay to CIT an amount equal to what the return premium would be upon cancellation of the insurance as of the date of repossession or recovery, whether or not insurance is in fact canceled at that time. In the event the goods are converted, by the Buyer or otherwise, or confiscated or are otherwise lost, stolen or destroyed, Dealer will arrange to cancel the insurance to the extent it may be done according to law and to have the unearned insurance premium refund, if any, paid to CIT upon its request.
- 5.2.11. CIT shall have no responsibility for procuring the insurance or for maintaining the insurance in force, the adequacy of the insurance coverage or the insurance company, the legality of the premiums, premium refunds or the policy, nor in any other matter insofar as the insurance coverage is concerned.

RELEASE OF CREDIT INFORMATION/FINANCIAL STATEMENT(S)

- 6.1 Dealer authorizes CIT, at its sole discretion, to inquire of and acquire from, at any time, Dealer's banks, creditors, or any person or company with whom Dealer has or had dealings, specific information relating to any material appearing in Dealer's financial statements, Dealer's credit, financial condition, reputation or other information which CIT may deem necessary. Dealer hereby authorizes and directs any such bank, person, company or creditor to disclose to CIT all such information which CIT may from time to time deem necessary, and hereby releases any such bank, person, company or creditor from all claims and liability whatsoever with respect to the disclosure of such information. Dealer further authorizes CIT, its agents, or employees, at its sole discretion, to enter at all reasonable times Dealer's places of business or other locations to examine and inspect any of Dealer's books, records, accounts, correspondence, and other documents relating to Dealer's business or financial responsibility as long as Dealer is indebted to CIT in any manner whatsoever.
- 6.2 Dealer, at the request of CIT, agrees to furnish CIT with financial statements and other financial information with regard to Dealer. Dealer represents that all financial statement(s) that Dealer has furnished or may in the future furnish to CIT accurately reflect as to the date of each such statement Dealer's financial condition in accordance with regularly accepted accounting principles consistently applied, and agrees that CIT may continue to consider the same to accurately reflect Dealer's financial condition until CIT is otherwise notified in writing by Dealer. Dealer will notify CIT in writing of any material change in the condition or affairs of Dealer.

- 6.3 Until Dealer gives CIT a new financial statement or written notice to the contrary, the statement CIT last receives from Dealer is Dealer's continuing representation on each occasion that CIT extends credit to Dealer or purchases Contracts from Dealer or Dealer's assignee, that the said statement is complete and accurate and made for the purpose of inducing CIT to rely and act thereon on each such occasion. All of Dealer's obligations to CIT shall be presumed to have been incurred in reliance upon the representations made under this Agreement. CIT will be under no obligation to extend or continue to extend credit to or purchase any Contract from Dealer or its assignee, if CIT determines otherwise in its sole discretion at any time.

DEALER REPURCHASE AND INDEMNIFICATION

- 7.1 Dealer expressly agrees herein to be bound by the terms of any Seller's Assignment executed by Dealer in connection with a Contract, including but not limited to the provisions concerning Dealer repurchase of the related Contract and indemnification of CIT by Dealer. In addition, if Dealer defaults on any obligation hereunder, Dealer will be responsible for any loss incurred by CIT in selling any repossessed or recovered goods at public or private sale held with or without notice. CIT may purchase at any such public sale. Notices to Dealer may be given and demands upon Dealer may be made hereunder either by mail, private delivery service or facsimile transmission sent to Dealer's last address as shown on CIT's records. Dealer irrevocably authorizes CIT to endorse and/or assign in Dealer's name any paper, Contract, or obligations transferred to CIT which may be in CIT's possession and any checks or other media of payment intended to apply to any such paper, Contract, or obligations. If Dealer fails to repurchase any defaulted Contract or the equipment covered thereby when obligated to do so, Dealer will pay CIT any loss and expenses (including reasonable attorney fees) sustained by CIT in realizing upon such defaulted Contract and the goods covered thereby.

DEALER PARTICIPATION

- 8.1 The terms of any Dealer participation program relating to CIT's purchase of a Contract will be set forth in an Addendum to this Agreement, which Addendum shall be executed by Dealer. The terms of such program may be modified by CIT, at CIT's sole discretion, by notification in the form of a rate sheet that is faxed or otherwise provided to Dealer in writing by CIT. Any subdivision of a Contract to CIT by Dealer after the date of such notification shall constitute Dealer's acceptance of the modified terms of the program.

RIGHT OF OFFSET

- 9.1 CIT may offset any monies it owes Dealer against any monies Dealer owes CIT.

COMPLIANCE WITH FAIR CREDIT REPORTING ACT

- 10.1 Pursuant to provisions of the Fair Credit Reporting Act (Public Law #91-508 - Title VI of the Consumer Credit Protection Act) and in connection with retail installment sales transactions submission to CIT for purchase, this Agreement requires Dealer to notify each prospective purchaser of CIT's name and local division address when the retail sale is intended for personal, family or household use. Dealer represents and warrants to CIT that Dealer will fully comply with the foregoing requirement.

RAYSTOWN BOAT EXCHANGE, INC.
(Corporate, Individual or Firm Name)

By: [Signature]

WILLIAM L WOOMER

Its: CEO

(Title of Officer if Corporation; if owner or partner, state which)

JAMES CREEK

(City)

(State)

5/29/98

(Date)

PA

ADDENDUM

5/29, 1998
(Date)

Reference is made to the Agreement between The CIT Group/Sales Financing, Inc. (hereinafter called "CIT") and the undersigned Dealer (hereinafter called "Dealer") dated _____ (hereinafter called the "Agreement") to which the provisions hereof apply.

1. As to each contract which CIT agrees to purchase from Dealer, Dealer shall receive reserved payment participation computed as follows:

As set forth on the applicable rate sheet, which is provided herewith. Any subsequent rate sheets shall supercede all previous rate sheets and shall be applicable to all contracts purchased by CIT from Dealer on or after the effective date of the new rate sheet.

Provided, however, in no event shall the payment participation exceed the maximum amount permitted by applicable law.

2. All reserved payment participation shall be paid by CIT to Dealer at the time any related contract is purchased by CIT. No further or other reserved payment shall be due or owing, under any circumstance, with respect to any contract purchased by CIT.
3. If a contract is paid in full within 180 days of the date CIT purchases it from Dealer, Dealer shall return the reserved payment participation for that contract to CIT within 30 days of the date CIT notifies Dealer that the contract has been paid in full.
4. Except as provided in paragraph 3 of this Addendum, there shall be no obligation of Dealer under paragraph 4 of the Agreement to return to CIT any payment participation paid by CIT hereunder in the event either CIT receives less than the full amount owed on the contract or CIT collects less than all of the service charges under the contract.
5. This Addendum may be amended at any time, and from time to time, in CIT's sole discretion, by written notice from CIT delivered to Dealer at the address stated below ("Amendment"). Dealer shall be deemed to have accepted the terms of the Amendment upon offering to assign CIT a contract after the effective date of the Amendment. All assignments of contracts from Dealer to CIT after the effective date of the Amendment shall be subject to the terms and conditions of the Amendment.
6. This Addendum, as modified by future Amendment(s), if any, supercedes any previous Addendum between Dealer and CIT and shall be applicable to all contracts purchased by CIT from Dealer on or after the date this Addendum is accepted by CIT.

RAYSTOWN BOAT EXCHANGE ("Dealer")

By: _____

WILLIAM L WOOMER
Its: CEO

Accepted at _____

_____, 19____

The CIT Group/Sales Financing, Inc.

By: _____

Its: _____

CERTIFICATE OF CORPORATION RESOLUTION

The undersigned, being the Secretary of Raystown Boat Exchange, Inc., a corporate organized and existing under the laws of the State of PA, does hereby certify that the following is a true copy of certain resolutions adopted at a meeting of the Board of Directors of said corporation duly called and held on the 1st day of July, still in force and effect:

RESOLVED, that the President and Vice President, Secretary, Assistant Secretary, Treasurer, or other officer, or _____ of this company be and each of them alone is authorized and empowered to enter into and execute on behalf of this company an agreement with The CIT Group/Sales Financing, Inc. ("Lender"), relating to the financing by Lender from time to time of this corporation's acquisition and holding of a floorplan (inventory) of goods of the type described in that agreement, to execute any modifications or supplements to said agreement; to execute, enforce and deliver any and all schedules, agreements, security agreements, financing statements, titles, transfers, assignments and bills of sale, instruments and documents necessary to convenient to perfect Lender's security interest in the goods and carry out the transactions contemplated by the Agreement; to appoint agents to authorize acquisitions and to request advances of sums by Lender to this corporation or on behalf of this corporation to third parties; to execute such instructions as are necessary or desirable to effectuate these purposes; and to do all things provided to be done, performed, or discharged on behalf of this corporation under and by virtue of such agreement, hereby ratifying, approving and confirming all that any of any said officers or agents have done or may do.

RESOLVED FURTHER, that Lender shall have the right to presume that the officers and other persons named in the foregoing resolution are so authorized to act until written notice to the contrary is received by Lender and Lender shall have by letter confirmed such receipt.

RESOLVED FURTHER, that the Secretary or Assistant Secretary of this corporation shall certify to Lender the names and actual signatures of the persons who are presently authorized to act on behalf of this corporation in accordance with the foregoing resolution, and Secretary or Assistant Secretary shall from time to time hereafter, as changes are made in the personnel so authorized to act, immediately certify such. Lender shall be indemnified and saved harmless from any claims, demands, expenses, losses or damages resulting from or arising out of honoring the signature of any officer or employee of this company which has been so certified, or refusing to honor any signatures not so certified.

I do further certify that the following are the officers of said corporation:

President [Signature]
Vice President _____
Vice President _____

Secretary [Signature]
Assistant Secretary _____
Treasurer [Signature]

Witness my hand and seal the 1st day of July, 1988.

Secretary _____

(Corporate Seal)

STATE OF PA

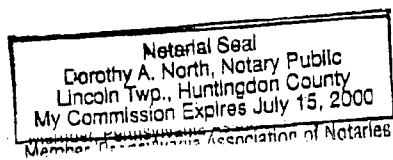
COUNTY OF Huntingdon

I, Dorothy A North, a Notary Public in and for said County and State, do hereby certify that above as Secretary of Hershey Port Ego personally known to me to be the same person whose name is designated and signed this day in person and severally acknowledged that he/she, being thereunto duly authorized, signed sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as his/her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 12th day of July, 19 98.

Dorothy A North
(Notary Public)

My Commission Expires:



FLOORPLAN FINANCING AND SECURITY AGREEMENT

TO: The CIT Group/Sales Financing, Inc.
(hereinafter referred to as "you" or "your")

FROM: Raystown Boat Exchange, Inc.
(hereinafter referred to as "we", "our", or "us")

DATE: 7/1/98

In the course of our business, we buy, sell and generally deal in a floorplan (inventory) of goods primarily consisting of, but not limited to, manufactured homes, modular homes, travel trailers, motor homes, recreational vehicles, boats, boat motors and engines, and other marine products, both new and used (all hereinafter referred to as "goods"), and desire you to pay the manufacturer, distributor or other seller therefor, and otherwise to finance our acquisition or holding of the goods and the conduct of our business generally, on the following terms:

1. The amount of credit you extend to us at any time shall be such sum as you may from time to time determine in your sole discretion.
2. Whenever you are notified in any manner by manufacturers of goods or others that we desire you to finance the acquisition of goods to be sold to us, you may rely upon such notice as a valid and authorized request from us for you to finance such acquisitions. You may upon receipt of copy of invoice(s) and Manufacturer's Statement(s) of Origin (MSO) from time to time advance sums of money on our behalf to manufacturers of goods or others; however, you may, with or without cause, refuse to advance any such sums.
3. We hereby give you a Security Interest, both under the Uniform Commercial Code and other applicable law, in all of our Inventory wherever located, whether now or hereafter owned, and whether or not financed by you, including without limitation all new and used manufactured (mobile) homes, modular homes, travel trailers, pickup campers, camping trailers, trucks, motor homes, recreational vehicles, boats, boat motors and engines and other marine products and all furniture, appliances, floor coverings and fixtures contained therein and all accessions, accessories, attachments, parts and equipment now or hereafter attached or affixed to or used in connection with any such goods and in all of our other Inventory or stock-in-trade of every kind and character, all of the foregoing including after-acquired property. We also give you a security interest in all Proceeds, Accounts, contract rights, insurance proceeds, Chattel Paper, Instruments, Documents of Title, returns and reposessions, property received in trade and General Intangibles now or hereafter arising from purchase, sale or ownership of any items of Inventory by, from, or on behalf of us. The Security Interests granted to you herein shall secure any and all indebtedness, liabilities and obligations of us to you, now existing or hereafter arising, and all amendments, extensions and renewals thereof. All capitalized terms used herein shall have the same meaning as in the NJ Uniform Commercial Code.
4. We hereby grant to you or any of your officers or employees a power-of-attorney under which you may, but are not required to, execute on our behalf as our attorney-in-fact any notes, chattel paper, financing statements and amendments thereto, or such other documents or other instruments evidencing our obligation to you and to supply any omitted information and correct patent errors in any such documents executed by us on our behalf. You have agreed to furnish to us upon our written request a copy of each of the foregoing writings executed under this power-of-attorney. Further, you may endorse in our name any checks, drafts or other instruments for the payment of money which may come into your possession. If we are a corporation, this Agreement is executed pursuant to authority of our Board of Directors.
5. We agree to hold all the goods and proceeds in trust until our complete payment of our indebtedness to you respecting the goods, and your title, lien or security interest shall not be impaired by any actions taken by us in acquiring the goods. Upon the purchase of any goods, we shall deliver to you, at your request, and in compliance with applicable state law, the Certificate of Title or the Manufacturer's Statement of Origin, if any, issued for each good, and you may have your security interest noted on and/or retain the Certificate of Title or

Manufacturer's Statement of Origin.

6. We will pay promptly when due all taxes, license fees, assessments and charges on the goods, which shall at all times be at our risk, and we warrant and agree that except for security interests of inventory financiers, the goods now are and shall always be free from all claims and encumbrances except yours; that we shall defend the goods against all other claims and demands whatever; and that except for security interests of inventory financiers, there is and will be no other financing statement outstanding with respect to the goods.

7. We represent to you that the goods shall be available for sale to retail customers at only the premises established as retail sales locations by us and such premises are included in the financing statements perfecting your security interest.. We shall not rent, lend, demonstrate, pledge, create (except for security interests of inventory financiers) a security interest in, transfer or secrete any of the goods, or use them for any purpose other than exhibition. We may exhibit and sell any goods only to buyers in the ordinary course of business. We shall promptly notify you of any sale, and we shall immediately pay you the amount of the total indebtedness allocable thereto (which in no event shall be less than the amount shown on any statement as the allocable principal obligation).

8. You shall have the right, but not the obligation, from time-to-time to examine the goods, to appraise each item as security, to verify its condition and the non-use thereof, to verify that all goods have been properly accounted for and this Agreement complied with, and to examine, check and make copies of extracts from our books, records and files. We will promptly notify you of any loss or material damage to any goods.

9. We will keep the goods insured for their full value against fire and theft, including vandalism and malicious mischief, and such other risks in such amount as you may specify, by companies satisfactory to you, with loss payable to you as your interest may appear. The loss payable to you shall be equal to the lesser of the total amount of insurance proceeds payable under said insurance coverage or the amount of our indebtedness to you. We will provide you with evidence of said insurance in form satisfactory to you and cause each insurer to agree, by endorsement on the policy or policies or certificates of insurance issued by it or by independent instrument furnished to you, that such insurer will give ten (10) days written notice to you before such policy will be altered or canceled. If we fail to pay any such costs or charges or any insurance premiums, you may pay them, and the amounts so advanced shall be additional indebtedness from us to you secured hereunder and shall be payable to you on demand. You are hereby authorized, but not required, to act as attorney-in-fact for us in obtaining, adjusting and settling any insurance claim under our insurance policy or policies, and endorsing any checks or drafts drawn by insurers of the goods. We will promptly remit to you in the form received, with all necessary endorsements, any proceeds of such insurance which we may receive. You may apply any proceeds of insurance which may be received by you toward payment of any obligation or liabilities owed to you by us, whether or not due, in such order of application as you may in your sole discretion determine.

10. All billing statements rendered by you to us relating to our obligations hereunder, including all statements of principal, interest, fees and costs owing by us to you, shall be presumed correct and accurate and constitute an account stated between us and you unless, within thirty (30) days after receipt thereof by us, we shall deliver to you, by first class mail addressed to you at the address given below, written objection thereto specifying the error or errors, if any contained in any such billing statement.

11. Our obligation as to each good financed by you, including accrued interest thereon and service, curtailment or other charges attributable thereto, shall be payable on demand, except as maybe otherwise agreed in any written Addendum or amendment hereto, but if no demand be made earlier, then the entire amount owed by us to you is due upon receipt of the eighteenth (18) billing statement.

12. This Agreement and the obligations arising from it shall not be affected by any dispute we may have with any manufacturer or distributor of the goods. Specifically, we will not assert against you any claim or defense we may have against any manufacturer or distributor of the goods.

13. We specifically agree that you may hold any sums or monies (including insurance proceeds)

belonging to us which come into your possession and may apply all or a portion of said sums or monies to any outstanding indebtedness, liabilities or obligations of us to you.

14. If we breach any of the terms of this Agreement, or any other obligation to you or to any affiliate of yours, whether hereunder or otherwise, or have made any misrepresentations herein or make any misrepresentations to you in connection with our business and financial condition or relating to the goods financed by you, or we become insolvent or cease to do business as a going concern, or a petition in any bankruptcy or state insolvency, liquidation or dissolution proceeding or for arrangement or reorganization is filed by or against us, or any property belonging to us is attached or seized, or a receiver is appointed for us, or whenever you in good faith deem the indebtedness or the goods insecure: (a) at your option, all or any part of our indebtedness then owing by us to you or your affiliates shall become due and payable forthwith, together with reasonable attorney's fees, all discovery expenses and other court costs if the indebtedness is placed with an attorney for collection, all expenses for removal of the goods or otherwise to protect your rights, and thereafter we may not exhibit or sell the goods or take any other action with respect thereto which you may have previously consented, and we shall hold and keep the goods in good order for your benefit; and (b) you specifically have the right to take immediate and exclusive possession of the goods in which we have granted you a security interest and every part thereof, wherever they may be found, and may enter any of our premises, with or without process of law, without breach of the peace, wherever the goods may be, or are supposed to be, and search for the same, and if found, to take possession of and remove said goods.

15. You shall have all the rights of a secured party under the Uniform Commercial Code, at common law or in equity, under any other applicable statute and under this Agreement. Your rights and remedies hereunder shall be cumulative. We acknowledge and agree that new and used manufactured (mobile) homes, modular homes, travel trailers, pickup campers, camping trailers, trucks, motor homes, recreational vehicles, boats, boat motors and engines and other marine products are the subjects of widely distributed standard price quotations and are customarily sold on and in a recognized market. We acknowledge and agree that a private sale of any good to a dealer in such types of goods for the amount we originally paid for the good or at any lesser fair price is a commercially reasonable disposition thereof. Further, we agree that your delivery of any of the goods to the distributor or manufacturer thereof, with a request that the manufacturer or distributor repurchase the goods provided in the repurchase agreement with you, is a commercially reasonable disposition thereof. We agree that any notification to us shall be deemed reasonable and properly given if mailed at least ten (10) days before disposition of the goods, postage prepaid, addressed to us at the address listed below. Any proceeds of the disposition of the goods may be applied by you to the payment of the reasonable expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorney's fees and legal expenses, and any balance of such proceeds may be applied by you toward the satisfaction of our indebtedness or liabilities to you in such order of application as you may in your sole discretion determine. We agree to pay any deficiency immediately upon demand.

16. To induce you to extend, continue or renew credit to us, we warrant and represent that the attached current financial statement and those hereafter submitted by us to you, or if none is attached, then each statement now or hereafter submitted by us to you, is and will be true and will fairly represent our financial condition. We agree to furnish you from time to time with financial statements concerning our business in such form and at such intervals as you may request.

17. Your failure to take action as to any default shall not be deemed a waiver of any of your rights as to that default, and you shall always be able subsequently to exercise all your rights as to any default. No waiver or change of any part of this Agreement shall bind you unless in writing signed by one of your officers.

18. This Agreement shall be effective from its date and shall inure to and bind your and our respective agents and successors, and assigns. This Agreement may be assigned by you, but is not assignable by us without your prior written consent. It shall be effective until 30 days after receipt by either party of written notice of termination from the other. No termination shall relieve us from any obligation to you arising out of your advances or commitments made prior to the effective date of termination.

19. We shall indemnify and hold you harmless against any claims or defenses asserted by any consumer or other buyer of goods in the ordinary course of business, by reason of: (a) the condition of any goods sold by us, or (b) any representations made by us about the goods.

20. WE WAIVE ALL EXEMPTIONS AND HOMESTEAD LAWS TO THE EXTENT PERMITTED BY APPLICABLE LAW. WE HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY COURT AND BY ANY ACTION OR PROCEEDING WHETHER IN TORT, CONTRACT OR OTHERWISE, IN WHICH WE, OR YOU OR ANY OF YOUR AFFILIATES, OR OUR OR YOUR ASSIGNEES ARE PARTIES, AS TO ALL MATTERS AND THINGS ARISING, DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT AND THE RELATIONS AMONG THE FOREGOING PARTIES HEREUNDER.

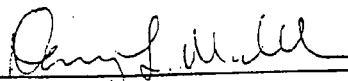
21. Time is of the essence as to this Agreement. We acknowledge receipt of a true copy and waive formal acceptance hereof. Any extension of credit, or renewal thereof, by you to us after the date hereof shall constitute your acceptance hereof, and your advance of funds pursuant hereto shall have the same force and effect as your acceptance endorsed hereon.

22. This document together with any Addendum's attached hereto, contains the full agreement of the parties which shall supersede any prior agreements between the parties with respect to the financing of our business by you, and it can be modified or amended only by a document signed by your and our authorized representatives.

23. We represent to you that our principal place of business is at the address stated below. All notices from you to us shall be sufficiently given if mailed or delivered to us at our principal place of business stated below and shall be effective upon receipt. All notices from us to you shall be sufficiently given if mailed or delivered to you at your principal place of business stated below and shall be effective upon receipt.

24. This Agreement shall be governed by and construed according to the laws of the State of New Jersey. If any provision of this Agreement is held to be invalid or to be contrary to the laws of New Jersey, or any other applicable law, such provision shall be regarded as severable and not deemed to be a part of this Agreement.

The CIT Group/Sales Financing, Inc.

By: 
Danny L. McMahan, AVP

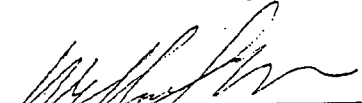
And: _____

Date: 7/15/98

Address of Principal Place of Business:

650 CIT Drive
Livingston, New Jersey 07039
Attention: Floorplan Department Manager

Raystown Boat Exchange, Inc.

By: 
William Woomer, CEO

And: _____

Date: 7/1/98

Address of Principal Place of Business:

Route 26 at 994
James Creek, PA 16657-

**Addendum To Floorplan Financing And Security Agreement
("Stock Program Addendum")**

The undersigned parties hereby amend their Floorplan Financing and Security Agreement dated 7/1, 19 98, by adding the following terms and provisions:

1. Scope Of Agreement: Stock Units

The financing provided by The CIT Group/Sales Financing, Inc. ("CIT/SF") with respect to the undersigned dealer's ("Dealer") floorplan under this Addendum to Floorplan Financing and Security Agreement (hereinafter referred to as the "Stock Addendum") shall be limited to only new and used inventory (including the contents and attachments of said inventory) sold or otherwise conveyed to Dealer by a manufacturer, distributor or other seller of said inventory for which Dealer seeks floorplan financing (hereinafter referred to as "Stock Units"). The proceeds of such floorplan financing shall be paid by CIT/SF directly to the manufacturer on behalf of Dealer (new units) or directly to the Dealer (used units).

2. Curtailments

Dealer hereby agrees to pay curtailments to CIT/SF in accordance with the following payment schedule:

	<u>Billing Period (Months)</u>	<u>% of Original Invoice Price Per Period</u>
<i>New Units</i>	360th day	10%
	540th day	Due in Full

2.1 "Billing Period" hereinafter shall mean any calendar month.

2.2 "Paid in Full" hereinafter shall mean payment to CIT/SF of the entire sum remaining unpaid on any Stock Unit so that 100% of the invoice price (or the lesser sum advanced if any) plus all accrued interest and all other accrued charges have been paid.

2.3 Curtailments shall be billed on the first day of the month on a per Stock Unit basis by CIT/SF to Dealer in accordance with the foregoing payment schedule.

2.4 The foregoing payment schedule shall prevail until modified by CIT/SF at its sole discretion. CIT/SF hereby reserves the right to modify said payment schedule by providing written notice thereof sent by first class mail to Dealer. Dealer shall be deemed to have acknowledged and consented to such modification by receipt of the notice and continued use of CIT/SF's floorplan program. Such modification shall be effective for Stock Units financed on or after the date of such modification.

3. Documentation, Handling, And Inspection ("DHI") Fee

Dealer hereby agrees to pay CIT/SF a \$0.00 DHI fee per Stock Unit per Billing Period until Paid in Full. CIT/SF shall bill Dealer monthly for payment of said DHI fees.

4. Interest

- 4.1 Dealer hereby agrees to pay CIT/SF interest on the aggregate amount of credit extended by CIT/SF to, or on behalf of, Dealer under this Stock Addendum at the following interest rates:

	<u>Billing Period (Days)</u>	<u>Interest Rate</u>
New Units	1-180 days	Prime + 1.75%
	181-360 days	Prime + 2.0%
	361+ days	Prime + 2.5%

- 4.2 "Prime Rate" shall mean the prevailing domestic prime rate as published in the Wall Street Journal in its "Money Rates" column. The highest "Prime Rate" in effect on the first business day of each calendar month shall be used in determining the interest rate for that month and shall be effective without notice thereof.
- 4.3 Interest shall be computed on the average daily balance of Dealer's total obligation under this Stock Addendum, and CIT/SF shall bill Dealer monthly for payment of said interest.
- 4.4 The foregoing interest rates shall prevail until modified by CIT/SF at its sole discretion. CIT/SF hereby reserves the right to modify said interest rates by providing written notice thereof sent by first class mail to Dealer. Dealer shall be deemed to have acknowledged and consented to such modification by receipt of the notice and continued use of CIT/SF's floorplan program. Such modification shall be effective for Stock Units financed on or after the date of such modification.

5. Governing Agreement

If the terms of this Stock Addendum conflict with the terms of any prior security agreement between the parties, or addendum thereto, then the terms of this Stock Addendum shall govern.

The CIT Group/Sales Financing, Inc. Raystown Boat Exchange, Inc.

By: Danny L. McMahan
Danny L. McMahan, AVP

By: William Woomer
William Woomer, CEO

And: _____

Date: 7/15/98

Date: 7/1/98

Addendum To Floorplan Financing And Security Agreement
("Pre-Sold Program Addendum")

The parties hereto hereby amend their Floorplan Financing and Security Agreement dated
7/1, 19 98, by adding the following terms and provisions:

1. Scope Of Agreement: Pre-Sold Units

The financing provided by The CIT Group/Sales Financing, Inc. ("CIT/SF") with respect to the undersigned dealer's ("Dealer") floorplan under this Addendum shall be strictly limited to only new inventory (including the contents or attachments of said inventory) sold to Dealer by a manufacturer of such inventory for which CIT/SF has received (from Dealer) and approved an application for credit submitted by a retail customer of Dealer, and said customer has ordered a particular unit for which Dealer seeks floorplan financing (hereinafter referred to as "Pre-Sold Unit(s)"). The proceeds of such floorplan financing shall be paid directly to the manufacturer by CIT/SF on behalf of Dealer.

2. Effect Upon Prior Addendum

This Pre-Sold Addendum shall be entirely separate from, and in addition to, the Stock Program Addendum executed by Dealer and CIT/SF. Dealer may choose to participate in either or both of the floorplan financing programs offered by CIT/SF.

3. Curtailments

Dealer hereby agrees to pay curtailments to CIT/SF in accordance with the following payment schedule:

<u>Billing Period (Months)</u>	<u>% of Original Invoice Price Per Period</u>
360th day	10%
540th day	Due in Full

3.1 "Billing Period" hereinafter shall mean any calendar month.

3.2 "Paid in Full" hereinafter shall mean payment to CIT/SF of the entire sum remaining unpaid on any Pre-Sold Unit so that 100% of the invoice price plus all accrued interest and all other accrued charges have been paid.

3.3 Curtailments shall be billed monthly by CIT/SF to Dealer on a per Pre-Sold Unit basis commencing the month the Pre-Sold Unit is first contained on the billing statement.

3.4 The foregoing payment schedule shall prevail until modified by CIT/SF at its sole discretion. CIT/SF hereby reserves the right to modify said payment schedule by providing written notice thereof sent by first class mail to Dealer. Dealer shall be deemed to have acknowledged and consented to such modification by receipt of the notice and continued use of CIT/SF's floorplan program. Such modification shall be effective for Pre-Sold Units financed on or after the date of such modification.

4. Documentation, Handling, And Inspection ("DHI") Fee

Dealer hereby agrees to pay CIT/SF a \$0.00 DHI fee per Pre-Sold Unit per Billing Period, including all Billing Periods, until Paid in Full. CIT/SF shall bill Dealer monthly for payment of said DHI fees.

5. Pricing

5.1 Dealer hereby agrees to pay CIT/SF interest on the aggregate amount of credit extended to Dealer under this Addendum at the following interest rates:

Days From Original Invoice Shipment Date

1-15 days
16-30 days
31+ days

Interest Rate

Free
Prime
Prime + 4.0%

5.2 "Prime Rate" shall mean the prevailing domestic prime rate as published in the Wall Street Journal in its "Money Rates" column. The "Prime Rate" in effect on the first business day of each calendar month shall be used in determining the interest rate for the next succeeding month and shall be effective without notice thereof.

5.3 Interest shall be calculated on the average daily principal balance outstanding, and CIT/SF shall bill Dealer monthly for payment of said interest.

5.4 The foregoing interest rates shall prevail until modified by CIT/SF at its sole discretion. CIT/SF hereby reserves the right to modify said interest rates by providing written notice thereof sent by first class mail to Dealer. Dealer shall be deemed to have acknowledged and consented to such modification by receipt of the notice and continued use of CIT/SF's floorplan program. Such modification shall be effective for Pre-Sold Units financed on or after the date of such modification.

The CIT Group/Sales Financing, Inc. Raystown Boat Exchange, Inc.

By: Danny L. McMahan
Danny L. McMahan, AVP

By: William Woomer
William Woomer, CEO

And: _____

Date: 7/15/98

Date: 7/1/98

**Addendum To Floorplan Financing And Security Agreement
("Stock Program Addendum")**

The undersigned parties hereby amend their Floorplan Financing and Security Agreement dated July 1, 1998 by adding the following terms and provisions:

1. Scope Of Agreement: Stock Units

The financing provided by The CIT Group/Sales Financing, Inc. ("CIT/SF") with respect to the undersigned dealer's ("Dealer") floorplan under this Addendum to Floorplan Financing and Security Agreement (hereinafter referred to as the "Stock Addendum") shall be limited to only new and used inventory (including the contents and attachments of said inventory) sold or otherwise conveyed to Dealer by a manufacturer, distributor or other seller of said inventory for which Dealer seeks floorplan financing (hereinafter referred to as "Stock Units"). The proceeds of such floorplan financing shall be paid by CIT/SF directly to the manufacturer on behalf of Dealer (new units) or directly to the Dealer (used units).

2. Curtailments

Dealer hereby agrees to pay curtailments to CIT/SF in accordance with the repurchase schedule as negotiated between CIT/SF and various approved manufacturers from time to time. Curtailments shall be billed on the first day of the month on a per Stock Unit basis by CIT/SF to Dealer in accordance with the foregoing repurchase schedule. The foregoing repurchase schedule shall prevail unless modified between CIT/SF and various approved manufacturers. Dealer hereby waives any notification of such modification but reserves the right to request a written list of repurchase schedules with all approved manufacturers at any time.

3. Documentation, Handling, And Inspection ("DHI") Fee

Dealer hereby agrees to pay CIT/SF a \$0.00 DHI fee per Stock Unit per Billing Period until Paid in Full. CIT/SF shall bill Dealer monthly for payment of said DHI fees.

4. Interest

4.1 Dealer hereby agrees to pay CIT/SF interest on the aggregate amount of credit extended by CIT/SF to, or on behalf of, Dealer under this Stock Addendum at the following interest rates:

	<u>Billing Period (Days)</u>	<u>Interest Rate</u>
<i>Crownline, Godfrey or Doral Stock Units</i>	1-180 days	Prime rate + 1.75%
	181-360 days	Prime rate + 2.00%
	361+ days	Prime rate + 2.50%
<i>1999 Wellcraft Stock Units under 27 feet</i>	1-360 days	Prime rate + 0.85%
	361+ days	Prime rate + 2.50%
<i>1999 Wellcraft Stock Units 27 feet and over</i>	1-360 days	Prime rate + 0.50%
	361+ days	Prime rate + 2.50%

- 4.2 "Prime Rate" shall mean the prevailing domestic prime rate as published in the Wall Street Journal in its "Money Rates" column. The highest "Prime Rate" in effect on the first business day of each calendar month shall be used in determining the interest rate for that month and shall be effective without notice thereof.

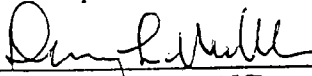
4.3 Interest shall be computed on the average daily balance of Dealer's total obligation under this Stock Addendum, and CIT/SF shall bill Dealer monthly for payment of said interest.


4.4 The foregoing interest rates shall prevail until modified by CIT/SF at its sole discretion. CIT/SF hereby reserves the right to modify said interest rates by providing written notice thereof sent by first class mail to Dealer. Dealer shall be deemed to have acknowledged and consented to such modification by receipt of the notice and continued use of CIT/SF's floorplan program. Such modification shall be effective for the financing of Stock Units as of the notice date of such modification.

5. Governing Agreement

If the terms of this Stock Addendum conflict with the terms of any prior security agreement between the parties, or addendum thereto, then the terms of this Stock Addendum shall govern.

The CIT Group/Sales Financing, Inc. Raystown Boat Exchange, Inc.

By: 
Danny L. McMahan, AVP

By: 
William Woerner, CEO

And: _____

Date: 7/28/99

Date: 7/28/99

Addendum To Floorplan Financing And Security Agreement
("Pre-Sold Program Addendum")

The parties hereto hereby amend their Floorplan Financing and Security Agreement dated July 1, 1998 by adding the following terms and provisions:

1. Scope Of Agreement: Pre-Sold Units

The financing provided by The CIT Group/Sales Financing, Inc. ("CIT/SF") with respect to the undersigned dealer's ("Dealer") floorplan under this Addendum shall be strictly limited to only new inventory (including the contents or attachments of said inventory) sold to Dealer by a manufacturer of such inventory for which CIT/SF has received (from Dealer) and approved an application for credit submitted by a retail customer of Dealer, and said customer has ordered a particular unit for which Dealer seeks floorplan financing (hereinafter referred to as "Pre-Sold Unit(s)"). The proceeds of such floorplan financing shall be paid directly to the manufacturer by CIT/SF on behalf of Dealer.

2. Effect Upon Prior Addendum

This Pre-Sold Addendum shall be entirely separate from, and in addition to, the Stock Program Addendum executed by Dealer and CIT/SF. Dealer may choose to participate in either or both of the floorplan financing programs offered by CIT/SF.

3. Curtailments

Dealer hereby agrees to pay curtailments to CIT/SF in accordance with the repurchase schedule as negotiated between CIT/SF and various approved manufacturers from time to time. Curtailments shall be billed on the first day of the month on a per Stock Unit basis by CIT/SF to Dealer in accordance with the foregoing repurchase schedule. The foregoing repurchase schedule shall prevail unless modified between CIT/SF and various approved manufacturers. Dealer hereby waives any notification of such modification but reserves the right to request a written list of repurchase schedules with all approved manufacturers at any time.

4. Documentation, Handling, And Inspection ("DHI") Fee

Dealer hereby agrees to pay CIT/SF a \$0.00 DHI fee per Pre-Sold Unit per Billing Period, including all Billing Periods, until Paid in Full. CIT/SF shall bill Dealer monthly for payment of said DHI fees.

5. Pricing

5.1 Dealer hereby agrees to pay CIT/SF interest on the aggregate amount of credit extended to Dealer under this Addendum at the following interest rates:

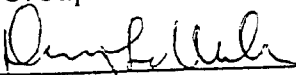
<u>Days From Original Invoice Shipment Date</u>
1-15 days
16-30 days
31+ days


<u>Interest Rate</u>
0%
Prime rate
Prime rate + 4.00%

5.2 "Prime Rate" shall mean the prevailing domestic prime rate as published in the Wall Street Journal in its "Money Rates" column. The "Prime Rate" in effect on the first business day of each calendar month shall be used in determining the interest rate for the next succeeding month and shall be effective without notice thereof.

- 5.3 Interest shall be calculated on the average daily principal balance outstanding, and CIT/SF shall bill Dealer monthly for payment of said interest.
- 5.4 The foregoing interest rates shall prevail until modified by CIT/SF at its sole discretion. CIT/SF hereby reserves the right to modify said interest rates by providing written notice thereof sent by first class mail to Dealer. Dealer shall be deemed to have acknowledged and consented to such modification by receipt of the notice and continued use of CIT/SF's floorplan program. Such modification shall be effective for the financing of Pre-Sold Units as of the notice date of such modification.

The CIT Group/Sales Financing, Inc. Raystown Boat Exchange, Inc.

By: 
Danny L. McMahan, AVP

By: 
William Woomer, CEO

And: _____

Date: 7/29/99

Date: 7/28/99

GUARANTY AND SUBORDINATION AGREEMENT

To: The CIT Group/Sales Financing, Inc.

Each of us severally requests you to extend credit to or purchase or forbear from exercising your rights under any security agreements, leases, retail installment contracts, notes, accounts or other obligations (hereinafter "Paper") on which Raystown Boat Exchange, Inc. (hereinafter "Customer") is obligated and to induce you to do so and in consideration thereof and of benefits to accrue to each of us therefrom, each of us, as a primary obligor, jointly and severally and unconditionally guarantees to you that Customer will fully and promptly pay and perform all its present and future obligations to you, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured and whether originally contracted with you or otherwise acquired by you, irrespective of any invalidity or unenforceability of any such obligation or the insufficiency, invalidity or unenforceability of any security therefor; and agrees, without your first having to proceed against Customer or to Liquidate Paper or any security therefor, to pay on demand all sums due and to become due to you from Customer and all losses, costs, attorneys' fees or expenses which may be suffered by you by reason of Customer's default or default of any of the undersigned hereunder; and agrees to be bound by and on demand to pay any deficiency established by a sale of Paper and or security held, with or without notice to us. This guaranty is an unconditional guarantee of payment and performance. No guarantor shall be released or discharged, either in whole or in part, by your failure or delay to perfect or continue the perfection which secures the obligations of Customer or any of us to you, or to protect the property covered by such security interest.

Each of us hereby subordinates any and all present and future indebtedness owing to us by Customer to the payment of any and all present and future obligations owing to you by Customer. In the event of a default by Customer of any of its obligations to you, Customer shall not make, nor shall we accept, any payments nor shall we or Customer transfer or enforce any security with respect to Customer's obligation to us until Customer's obligations to you have been satisfied.

No termination hereof shall be effected by the death of any or all of us. No termination shall be effective except by notice sent to you by certified mail return receipt requested naming a termination date effective not less than 90 days after the receipt of such notice by you; or effective as to any of us who has not given such notice; or affect any transaction effected prior to the effective date of termination.

Each of us waives: notice of acceptance hereof; presentment, demand, protest and notice of nonpayment or protest as to any note or obligation signed, accepted, endorsed or assigned to you by Customer; any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution or any other claim which any of us may now or hereafter have against Customer or any other person directly or contingently liable for the obligations guaranteed hereunder, or against or with respect to Customer's property (including, without limitation, property collateralizing its obligations to you), arising from the existence or performance of this guaranty; all exemptions and homestead laws and any other demands and notices required by law; all setoffs and counterclaims; and any duty on your part (should such duty exist) to disclose to any of us any matter, fact or thing related to the business operations or condition (financial or otherwise) of Customer or its affiliates or property, whether now or hereafter known by you.

You may at any time and from time to time, without our consent, without notice to us and without affecting or impairing the obligation of any of us hereunder, do any of the following:

- (a) renew, extend (including extensions beyond the original term of the respective item of paper), modify, release or discharge any obligations of Customer, of co-guarantors (whether hereunder or under a separate instrument) or any other party at any time directly or contingently liable for the payment of any said obligations;
- (b) accept partial payments of said obligations;

EXHIBIT.2

- (c) accept new or additional documents, instruments or agreements relating to or in substitution of said obligations;
- (d) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of said obligations and the security therefor in any manner;
- (e) consent to the transfer or return of the security, take and hold additional security or guaranties for said obligations;
- (f) amend, exchange, release or waive any security or guaranty; or
- (g) bid and purchase at any sale of paper or security and apply any proceeds or security; and direct the order and manner of sale.

If a claim is made upon you at any time for repayment or recovery of any amount(s) or other value received by you, from any source, in payment of or on account of any of the obligations of Customer guaranteed hereunder and you repay or otherwise become liable for all or any part of such claim by reason of:

- (a) any judgment, decree or order of any court or administrative body having competent jurisdiction; or
- (b) any settlement or compromise of any such claim,

then each of us shall remain jointly and severally liable to you hereunder for the amount so repaid or for which you are otherwise liable to the same extent as if such amount(s) had never been received by you, notwithstanding any termination hereof or the cancellation of any note or other agreement evidencing any of the obligations of Customer. This guaranty shall bind our respective heirs, administrators, representatives, successors, and assigns, and shall inure to your successors and assigns, including, but not limited to, any party to whom you may assign any item of paper, each of us hereby waiving notice of any such assignment. All of your rights are cumulative and not alternative.

Executed 2/1, 19 78

INDIVIDUAL GUARANTORS NOTE: Individual guarantors must sign without titles. Use street address rather than Post Office Boxes.



William Woerner

2301 Highland Ave Huntington, PA 16652-

Home Address

Home Address

Witness _____

Home Address _____

GUARANTY AND SUBORDINATION AGREEMENT

To: The CIT Group/Sales Financing, Inc.

Each of us severally requests you to extend credit to or purchase or forbear from exercising your rights under any security agreements, leases, retail installment contracts, notes, accounts or other obligations (hereinafter "Paper") on which Raystown Boat Exchange, Inc., (hereinafter "Customer") is obligated and to induce you to do so and in consideration thereof and of benefits to accrue to each of us therefrom, each of us, as a primary obligor, jointly and severally and unconditionally guarantees to you that Customer will fully and promptly pay and perform all its present and future obligations to you, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured and whether originally contracted with you or otherwise acquired by you, irrespective of any invalidity or unenforceability of any such obligation or the insufficiency, invalidity or unenforceability of any security therefor; and agrees, without your first having to proceed against Customer or to Liquidate Paper or any security therefor, to pay on demand all sums due and to become due to you from Customer and all losses, costs, attorneys' fees or expenses which may be suffered by you by reason of Customer's default or default of any of the undersigned hereunder; and agrees to be bound by and on demand to pay any deficiency established by a sale of Paper and or security held, with or without notice to us. This guaranty is an unconditional guarantee of payment and performance. No guarantor shall be released or discharged, either in whole or in part, by your failure or delay to perfect or continue the perfection which secures the obligations of Customer or any of us to you, or to protect the property covered by such security interest.

Each of us hereby subordinates any and all present and future indebtedness owing to us by Customer to the payment of any and all present and future obligations owing to you by Customer. In the event of a default by Customer of any of its obligations to you, Customer shall not make, nor shall we accept, any payments nor shall we or Customer transfer or enforce any security with respect to Customer's obligation to us until Customer's obligations to you have been satisfied.

No termination hereof shall be effected by the death of any or all of us. No termination shall be effective except by notice sent to you by certified mail return receipt requested naming a termination date effective not less than 90 days after the receipt of such notice by you; or effective as to any of us who has not given such notice; or affect any transaction effected prior to the effective date of termination.

Each of us waives: notice of acceptance hereof; presentment, demand, protest and notice of nonpayment or protest as to any note or obligation signed, accepted, endorsed or assigned to you by Customer; any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution or any other claim which any of us may now or hereafter have against Customer or any other person directly or contingently liable for the obligations guaranteed hereunder, or against or with respect to Customer's property (including, without limitation, property collateralizing

EXHIBIT 3.

its obligations to you), arising from the existence or performance of this guaranty; all exemptions and homestead laws and any other demands and notices required by law; all setoffs and counterclaims; and any duty on your part (should such duty exist) to disclose to any of us any matter, fact or thing related to the business operations or condition (financial or otherwise) of Customer or its affiliates or property, whether now or hereafter known by you.

You may at any time and from time to time, without our consent, without notice to us and without affecting or impairing the obligation of any of us hereunder, do any of the following:

- (a) renew, extend (including extensions beyond the original term of the respective item of paper), modify, release or discharge any obligations of Customer, of co-guarantors (whether hereunder or under a separate instrument) or any other party at any time directly or contingently liable for the payment of any said obligations;
- (b) accept partial payments of said obligations;
- (c) accept new or additional documents, instruments or agreements relating to or in substitution of said obligations;
- (d) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of said obligations and the security therefor in any manner;
- (e) consent to the transfer or return of the security, take and hold additional security or guaranties for said obligations;
- (f) amend, exchange, release or waive any security or guaranty; or
- (g) bid and purchase at any sale of paper or security and apply any proceeds or security; and direct the order and manner of sale.

If a claim is made upon you at any time for repayment or recovery of any amount(s) or other value received by you, from any source, in payment of or on account of any of the obligations of Customer guaranteed hereunder and you repay or otherwise become liable for all or any part of such claim by reason of:

- (a) any judgment, decree or order of any court or administrative body having competent jurisdiction; or
- (b) any settlement or compromise of any such claim,

then each of us shall remain jointly and severally liable to you hereunder for the amount so repaid or for which you are otherwise liable to the same extent as if such amount(s) had never been received by you, notwithstanding any termination hereof or the cancellation of any note or other agreement evidencing any of the obligations of Customer. This guaranty shall bind our respective heirs, administrators,

representatives, successors, and assigns, and shall inure to your successors and assigns, including, but not limited to, any party to whom you may assign any item of paper, each of us hereby waiving notice of any such assignment. All of your rights are cumulative and not alternative.

Executed 4-30, 1999

INDIVIDUAL GUARANTOR

William L. Woerner

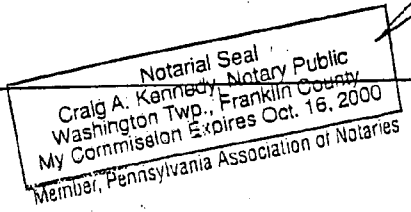
2301 Highland Ave, Huntingdon, PA 16652
Home Address

State of Pennsylvania)
County of Huntingdon) ss.

On this 30th day of April, 1999, before me, the subscriber, a Notary Public, personally appeared William L. Woerner known to me to be the person(s) described in and who executed the above document, and who acknowledged the execution thereof to be their free act and deed.

Notary Public: [Signature]

My Commission Expires: _____



1. SECURITY INTEREST

1.1 **Security Interest.** All terms not defined herein shall be given the meaning accorded them under the Uniform Commercial Code. To secure payment of all Advances which Secured Party may elect to make pursuant to this Agreement from time to time, Debtor hereby grants to Secured Party a security interest in all now owned or hereafter acquired, and wherever located, inventory, accounts, contract rights, chattel paper, documents, equipment, fixtures, general intangibles, instruments, cash, reserves, credits, bank or other financial institution deposits and deposit accounts and any other funds, plus all inventory rebates, holdbacks, discounts and incentive payments payable or to become payable to Debtor (collectively the "Collateral"); plus all installment sale contracts and other papers of chattel paper, documents, general intangibles, instruments, accounts receivable and contract rights now existing or hereafter arising from the Collateral (all herein collectively called "Documents"), plus all cash and non-cash proceeds of any of the foregoing, including, without limitation, all payments and other amounts due or to become due under the Documents (all herein collectively called "Revenues"); all rights under and benefits of the terms, covenants and provisions of the Documents; and all legal and other remedies available for enforcement of the terms, covenants and provisions of the Documents.

Debtor agrees that at any time and from time to time, upon the request of Secured Party, Debtor will promptly (a) deliver to Secured Party all Collateral other than Products, inventory, equipment, furniture, fixtures and motor Vehicles (b) mark all chattel paper, documents and instruments and debtor's books of account, ledger cards and other records relative to the Collateral with a notation satisfactory to Secured Party disclosing that they are subject to Secured Party's security interest, (c) execute and deliver to Secured Party such instruments, Uniform Commercial Code financing statements, and other statements and agreements as Secured Party may request to further evidence each Advance and the security interests granted under this Agreement, provided, however, Debtor's failure to comply with such request shall not affect or limit Secured Party's security interest or other rights in and to the Collateral, and (d) permit Secured Party or its representatives to examine the Collateral and Debtor's books and records at any and all reasonable times. Unless otherwise specified in the Booklet, Debtor shall pay all expenses and costs of any nature whatsoever incurred by Secured Party in connection with any Advances made pursuant hereto, including, but not limited to, all filing fees, lien search fees and recording costs, and stamp taxes actually incurred.

1.2 **Cross Security.** Debtor grants to Secured Party a security interest in the Collateral to secure the payment and performance of all direct or contingent obligations and liabilities of Debtor to Secured Party now existing or hereafter arising, whether under this Agreement or under any other agreement. The security interests granted hereby shall continue effective regardless of any retaking and redelivery of Collateral to Debtor.

4. SALE OF INVENTORY

Location. The Collateral shall be kept at Debtor's place of business at the address set forth in the "Notice" section, below or at one of the following places of business of Debtor except when the Collateral is being leased or demonstrated pursuant to the provisions of this Agreement:

Debtor shall maintain full and complete records showing the location of the Collateral when the Collateral is being leased or demonstrated. Secured Party or its duly authorized representative shall have access to such records at all times for the purpose of inspection.

4.2 **Sale of Floorplan Inventory.** So long as Debtor is not in default under this Agreement, Debtor may sell any item of Floorplan Inventory in the regular course of Debtor's business for a price not less than the amount of the Advance applicable thereto except as otherwise agreed to in writing by Secured Party. All sales of Floorplan Inventory shall be for cash or upon such terms and conditions as Secured Party may approve in writing. Upon the sale of any item of Floorplan Inventory (with or without the consent of Secured Party) the amount of the Advance applicable thereto shall become immediately due and payable and Debtor shall immediately pay such amount in cash to Secured Party without notice or demand. All Collateral resulting from such sale shall be held by Debtor in trust for Secured Party, separated from all other funds and assets of Debtor.

4.3 **Sale Out of Trust ("SOT").** If Debtor fails to repay an Advance in accordance with Section 4 of this Agreement, then in addition to all other remedies available to Secured Party, Secured Party may without restricting or compromising its rights and remedies, require the Debtor to pay Secured Party, in addition to all other amounts due under the Advance, interest on the Advance at a rate equal to Prime Rate plus 5%, if not prohibited by law.

5. REPRESENTATIONS AND WARRANTIES

5.1 **Representations and Warranties.** Debtor warrants and agrees that: the execution of and performance by Debtor under the terms of this Agreement has been approved for Debtor by all necessary action and by Debtor's partners or board of directors, as applicable; the Collateral is currently and will continue to be maintained in good operating condition, repair and appearance; the Collateral is not currently and will not be used in conjunction with the storage, transportation or disposal of substances considered to be toxic and/or hazardous or in conjunction with any activity or for any use that would subject the Collateral to seizure or confiscation by any governmental body; and the Collateral is currently located at and will be kept by Debtor at the location set forth in section 7.4 of this Agreement and will not be removed from said location without the prior written consent of Secured Party except as otherwise provided for herein. Secured Party shall have the right to inspect the Collateral at all reasonable times and from time to time.

Debtor further warrants and agrees that: unless otherwise expressly specified or consented to by Secured Party in writing, the security interest in the Collateral granted to and/or retained by Secured Party is and will continue to be superior to any title to or interest in the Collateral now or hereafter held or claimed by any other party, the Products that are subject to any Advance are free from all liens, claims, security interests and encumbrances other than that created by this Agreement; notwithstanding Secured Party's interest in proceeds, Debtor will not and will not allow any other party to consign, sell, rent, lend, encumber, pledge, transfer, secrete or otherwise dispose of any of the Collateral other than Floor Plan Inventory as authorized in Section 4.2 of this Agreement without Secured Party's prior written consent; Debtor will do everything Secured Party deems necessary or expedient to perfect or preserve the interests granted to Secured Party under this Agreement and the priority of such interests; any Manufacturer's Statement or Certificate of Origin or any Certificate of Title relating to the Collateral shall be immediately delivered to Secured Party and, if a Certificate of Title or registration is required to be issued for any item of Collateral, Debtor will cooperate with Secured Party in obtaining the Certificate of Title or registration disclosing the interests of Debtor and Secured Party in such inventory; Debtor will defend any action, proceeding or claim affecting the Collateral or the interests of Secured Party in the Collateral; Debtor shall promptly pay all amounts payable in conjunction with the storage, maintenance or repair of the Collateral and all taxes, assessments, license fees and other public or private charges levied or assessed in conjunction with the ownership, operation or use of the inventory or levied or assessed against the Collateral, this Agreement except for those which are being contested by Debtor in good faith by appropriate proceedings and which do not constitute a lien or encumbrance upon the Collateral; and Debtor will from time to time furnish Secured Party with such financial statements and other information as Secured Party may reasonably request.

5.2 **Insurance and Risk of Loss.** Debtor will at all times bear all risk of loss of, damage to or destruction of the Collateral. Debtor shall indemnify, save and hold Secured Party harmless in respect to all claims, demands, suits and expenses on account of bodily injury, sickness or disease, including death, sustained by any person or persons, injury to or the destruction of property, and any and all other losses, accidents, claims, suits and expenses whatsoever and howsoever arising or incurred in the course of the business activities carried on by Debtor. Debtor agrees to immediately procure and maintain insurance on the Collateral for the full insurable value thereof and for the life of this Agreement, in the form of "All Risk" or similar insurance (insuring the Collateral for fire, extended coverage, vandalism, theft and collision and containing only those exclusions from coverage which are acceptable to Secured Party) plus such other insurance, including public liability insurance, as coverage, Secured Party may specify from time to time, all in form and amount and with insurers satisfactory to Secured Party. Debtor agrees to deliver promptly to Secured Party certificates or, if requested, Secured Party's policies of insurance satisfactory to Secured Party, each with a standard long-form loss-payable endorsement naming Secured Party or its assigns as loss-payee and providing that Secured Party's rights under such policy will not be invalidated by any act, omission or neglect of anyone other than Secured Party, and containing the insurer's agreement to give 30 days prior written notice to Secured Party before any cancellation or of material change in the policy(s) will be effective as to Secured Party, whether such cancellation or change is at the direction of Debtor or insurer. Secured Party's acceptance of policies in lesser amounts or risks will not be a waiver of Debtor's obligation to procure insurance complying with the provisions hereof promptly after notice from Secured Party. Debtor assigns to Secured Party all proceeds of any physical damage or credit insurance which is maintained by Debtor in accordance herewith, including returned and unearned premiums, up to the amount owing hereunder by Debtor. Debtor directs all insurers to pay such proceeds solely to the order of Secured Party for application to Debtor's indebtedness to Secured Party. Secured Party may, at its option, apply any such proceeds received by Secured Party to the final maturing installments due hereunder in the inverse order of their maturity.

5.3 **Performance by Secured Party.** If Debtor fails to perform any of Debtor's obligations pursuant to Sections 5.1 or 5.2 above, Secured Party may perform the same for the account of Debtor. Any such action by Secured Party will be in Secured Party's sole discretion and Secured Party will not be obligated in any way to do so. Secured Party's performance on behalf of Debtor will not obligate Secured Party to perform the same or any similar act in the future and will not cure or waive Debtor's failure of performance as an event of default hereunder. All sums advanced or costs and expenses incurred by Secured Party pursuant to this Section 5.3, including the reasonable fees of any lawyer retained by Secured Party, will be for the account of Debtor, will constitute indebtedness secured by Secured Party's security interest in the Collateral, will bear interest at the rate of 1 1/2% per month if not prohibited by law, otherwise at the Legal Rate, in the event of acceleration and, unless Secured Party, in Secured Party's sole discretion agrees otherwise in writing, shall be immediately due and payable.

6. DEFAULT

6.1 **Events of Default.** Time is of the essence. An event of default will occur if: (a) Debtor fails to pay when due any amount owed by it to Secured Party under this Agreement or if Debtor fails to pay when due any amount owed by it to Secured Party or to any affiliate of Secured Party under any other document, agreement or instrument; (b) Debtor fails to perform in compliance with any of its agreements hereunder, or any warranty made by Debtor in this Agreement is or becomes incorrect or if Debtor fails to perform or observe any term or provision to be performed or observed by it under any other document, instrument or agreement furnished by Debtor to Secured Party or any affiliate of Secured Party or otherwise acquired by Secured Party or any affiliate of Secured Party; (c) any representation, information, or warranty furnished by Debtor to Secured Party or to any affiliate of Secured Party is inaccurate or incorrect in any respect when furnished; (d) Debtor becomes insolvent or information, representation, or warranty furnished by Debtor to Secured Party or to any affiliate of Secured Party is inaccurate or incorrect in any respect when furnished; (e) any business of Debtor ceases to do or is prohibited by any court order or governmental action from conducting the business in which Debtor is principally engaged on the date of this Agreement as a going concern; (f) any of the Collateral is lost, stolen, destroyed, confiscated by any governmental agency, abandoned, surety or bonding company assumes any of Debtor's responsibilities under any contract or job; (g) if any of the Collateral is lost, stolen, destroyed, confiscated by any governmental agency, abandoned, surety or bonding company assumes any of Debtor's responsibilities under any contract or job; (h) Debtor attempts to consign, sell, rent, lend or encumber any of the Collateral or allows another to do so in violation of the terms of this Agreement; (i) Debtor files a petition in bankruptcy, or for an arrangement, reorganization, or similar relief, or makes an assignment for the benefit of creditors, or applies for the appointment of a receiver or trustee for a substantial part of its assets or for any of the Collateral, or attempts to take advantage of any process or proceeding for the relief of debtors, or if any such action is taken against Debtor; (j) any other party attempts to attach, repossess or execute upon any of the Collateral; (k) Debtor ceases to exist as a legal entity or Debtor or any party in control of Debtor takes any action looking to Debtor's dissolution as a legal entity; (l) there shall be a material change in the management, ownership or control of Debtor; or (m) Secured Party in good faith believes that the prospect of payment or performance hereunder is impaired. Secured Party's inaction with respect to an event of default shall not be a waiver of such default and Secured Party's waiver of any default shall not be a waiver of any other or future default.

6.2 Remedies Upon Default. Upon the occurrence of an event of default, Secured Party may at its option, with or without notice to Debtor (i) declare this Agreement to be in default, (ii) declare the indebtedness hereunder to be immediately due and payable, (iii) declare all other debts then owing by Debtor to Secured Party to be immediately due and payable, (iv) cancel any insurance and credit any refund to the indebtedness, and (v) exercise all of the rights and remedies of a Secured Party under the Uniform Commercial Code and any other applicable laws, including, without limitation, the right to require Debtor to assemble the Collateral and deliver it to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties, and to lawfully enter any premises where the Collateral may be without judicial process and take possession thereof. Acceleration of any or all indebtedness, if so elected by Secured Party, shall be subject to all applicable laws including those pertaining to refunds and rebates of unearned charges. Any property other than the Collateral which is in or upon the Collateral at the time of repossession may be taken and held without ability until its return is requested by Debtor. Any sale or other disposition of any of the Collateral may be made at public or private sale or through public auction. Secured Party may buy at any sale and become the owner of the Collateral. Unless otherwise provided by law, any requirement of reasonable notice which Secured Party may be obligated to give regarding the sale or other disposition of Collateral will be met if such notice is mailed to Debtor at its address shown herein at least ten days before the time of sale or other disposition. Debtor agrees that Secured Party may bring any legal proceedings it deems necessary to enforce the payment and performance of Debtor's obligations hereunder in any court in the State shown in Secured Party's address set forth herein, and service of process may be made upon Debtor by mailing a copy of the summons to Debtor at its address shown herein. The filing by Secured Party of any action or proceeding with respect to the Collateral or any of Debtor's obligations hereunder shall not constitute an election by Secured Party of Secured Party's remedies or a waiver of Secured Party's rights to take possession of the Collateral as provided above. Expenses of retaking, holding, preparing for sale, selling and the like shall include (a) the reasonable fees of any lawyers retained by Secured Party, (b) any amounts advanced or expenses incurred by Secured Party pursuant to Section 5 hereof and (c) all other legal and other expenses incurred by Secured Party. Debtor agrees that it is liable for and will promptly pay any deficiency remaining after any disposition of Collateral after default and all costs and expenses, including the reasonable fees of any lawyer, incurred by Secured Party in the collection of any such deficiency.

7. ADDITIONAL PROVISIONS

7.1 Power of Attorney. Debtor hereby appoints Secured Party or any duly authorized officer or employee of Secured Party as Debtor's attorney-in-fact to, in Debtor's or Secured Party's name: (a) prepare, execute and submit any notice or proof of loss in order to realize the benefits of any insurance policy insuring the Collateral; (b) prepare, execute and file any instrument which, in Secured Party's opinion, is required by law to perfect and give or modify public notice of Secured Party's interest in the Collateral including but not limited to financing statements; and (c) endorse Debtor's name on any remittance representing proceeds of any insurance insuring the Collateral or the proceeds of the sale, or other disposition of any of the Collateral (whether or not such disposition is a default hereunder). This power is coupled with an interest and is irrevocable so long as any indebtedness secured hereunder remains unpaid.

7.2 Assignment. Debtor shall not assign this Agreement without the prior written consent of Secured Party. Secured Party may assign this Agreement with or without notice to or the consent of Debtor.

7.3 Miscellaneous. (A) All of Secured Party's rights hereunder are cumulative and not alternative. (B) The inclusion of a trade name or division name in the identification of Debtor hereunder does not limit Secured Party's rights, after the occurrence of an event of default, to proceed against all of Debtor's assets, including those held or used by Debtor individually or under another trade or division name. (C) If permitted by law, Debtor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement may be filed as a financing statement. (D) Secured Party may correct patent errors herein and fill in blanks. (E) All of the terms and provisions hereof will apply to and be binding upon Debtor, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Secured Party, its successors and assigns. (F) Debtor and Secured Party hereby waive any right to trial by jury in any action or proceeding relating to this Agreement or the transactions contemplated hereby. (G) Debtor hereby expressly waives notice of non-payment, presentment, protest, dishonor, default, intent to accelerate the maturity hereof and of acceleration of the maturity hereof. (H) To the extent allowed by law, Debtor hereby waives any exemptions or appraisals. (I) No waiver or change in this Agreement or in any related document will be binding upon Secured Party, or Secured Party's assignee, unless such waiver or change is in writing and signed by one of its officers and any such waiver or change shall then be effective only upon the terms and to the extent provided in such writing. (J) The acceptance by Secured Party of any remittance from a party other than Debtor will in no way constitute Secured Party's consent to the transfer of any of the Collateral to such party. (K) Any captions or headings included in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision contained in this Agreement. (L) Any provision contained herein which is contrary to, prohibited by or invalid under applicable laws or regulations will be deemed inapplicable and omitted herefrom, but shall not invalidate the remaining provisions hereof. (M) The only copy of this Agreement which may constitute "chattel paper" is the original executed copy designated as "Original For Newcourt". (N) Debtor waives any right it may have to direct the application of any payments made by it to Secured Party, and Secured Party may at its option offset and deduct any indebtedness owed by Debtor to Secured Party from any or all sums owed by Secured Party to Debtor. (O) Debtor agrees that at any time or times Secured Party may notify an account debtor or any other person obligated on any account, chattel paper or other item of Collateral of the interest of Secured Party herein. Debtor shall, at the request of Secured Party, so notify all or any of such account debtors or shall execute any such notification prepared by Secured Party. (P) Debtor shall notify Secured Party of any proposed change in its name, identity, ownership or structure (including, if Debtor is a partnership, any proposed or actual change in the partners comprising the partnership) not less than thirty (30) days before such change is effective.

7.4 Notice. All notices required or permitted hereunder shall be in writing and unless otherwise specified hereunder, may be delivered in person, sent by facsimile transmission or mailed by ordinary or certified mail, postage fully prepaid, to the party's last known address if more current than the following:

To Secured Party:

Newcourt Financial USA Inc.
15200 Santa Fe Trail Drive
Suite 200
Lenexa, KS 66219

To Debtor:

Raystown Boat Exchange, Inc.
Route 28 Box 500
James Creek, PA 15657

8. GOVERNING LAW

8.1 Governing Law. This Agreement shall, for the purpose of determining the validity and enforceability of Secured Party's security interest in the Collateral and its remedies upon default, be governed by and construed in accordance with the laws of the jurisdiction where (i) the Debtor is located with respect to any portion of the Collateral that are Intangibles or Collateral that is normally used in more than one jurisdiction; and (ii) the laws of the jurisdiction where the Collateral is located in all other cases. For all other purposes, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana including all matters of construction, validity and performance. No oral agreement, guarantee, promise, representation or warranty shall be binding upon Secured Party.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by and on its behalf by its duly authorized representative as of the date first set forth above.

NEWCOURT FINANCIAL USA INC.
(Secured Party)

Raystown Boat Exchange, Inc.
(Debtor)

By: _____

By: William L. Wagoner

Title: _____

Title: President

Witness: _____

CERTIFICATE OF CORPORATE SECRETARY

The undersigned, as Secretary of Raystown Boat Exchange, hereby certifies to Newcourt Financial USA, Inc., its successors and assigns; that the foregoing Security Agreement was approved and executed by William L. Wagoner on behalf of the corporation, was authorized by resolution of the board of directors of the Corporation duly adopted at a valid meeting of the board of directors of the Corporation held on 9-27-99 which resolution has not been amended or revoked and remains in full force and effect. I further certify that the signature(s) appearing above is in fact the signature of the person so authorized.

In witness whereof, I have subscribed my name hereto this 27th day of Sept, 1999.

Witness: Patricia C. Bergman

William L. Wagoner
Corporate Secretary



LANDLORD'S
WAIVER OF LIEN

15200 Santa Fe Trail Drive, Suite 200, Lenexa, Kansas 66210

The Undersigned William L Woome ("Lessor")

is the lessor of Premises located at Route 26 Box 500, James Creek, PA 16657 which is currently leased to Raystown Boat Exchange, Inc. ("Lessee"). Lessor does hereby waive any right, which Lessor now possesses or may by virtue of law hereafter acquire, to seize, hold, distrain, levy on, take possession of, sell or otherwise interfere with, any and all personal property, new or used, which is owned or may hereafter be acquired by Newcourt Financial USA Inc., and/or upon which Newcourt Financial USA Inc. has or may hereafter acquire a security interest or a lien, which personal property may be in the possession of said Lessee and/or located on the Premises now or at any future time.

Witness my hand this 27th day of September 19 99

Witness

Lessor

William L Woome
(Please type)

Authorized
Signature

Patricia A. Pergament

Authorized
Signature

William L Woome

Print Name Patricia Pergament

Print Name William L Woome

Title owner



Newcourt
Financial

LANDLORD'S
WAIVER OF LIEN

15200 Santa Fe Trail Drive, Suite 200, Lenexa, Kansas 66210

The Undersigned J. G. HARRIS ("Lessor")

is the lessor of Premises located at RR 8 Box 13A, DuBois, PA 15801 which is currently leased to Raystown Boat Exchange, Inc. ("Lessee"). Lessor does hereby waive any right, which Lessor now possesses or may by virtue of law hereafter acquire, to seize, hold, distrain, levy on, take possession of, sell or otherwise interfere with, any and all personal property, new or used, which is owned or may hereafter be acquired by Newcourt Financial USA Inc., and/or upon which Newcourt Financial USA Inc. has or may hereafter acquire a security interest or a lien, which personal property may be in the possession of said Lessee and/or located on the Premises now or at any future time.

Witness my hand this 27th day of September 19 95.

Witness

Lessor

Authorized
Signature Patricia Pergament

J. G. HARRIS
(Please type)

Authorized
Signature [Signature]

Print Name Patricia Pergament

Print Name J. G. HARRIS

Title OWNER



Newcourt Financial

15200 Santa Fe Trail Drive, Suite 200, Lenexa, Kansas 66210

PERSONAL GUARANTY

1. FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned (the "Guarantor"), and each of them jointly and severally (if more than one Guarantor), hereby irrevocably and unconditionally guarantees, as primary obligor and not merely as surety, without offset or deduction, the full and prompt performance and payment by Raystown Boat Exchange, Inc. ("Debtor") to Newcourt Financial USA Inc. ("Newcourt") of:

(Initial and check one of the boxes below)

Initial

[Signature]

- ☒ A. any and all present and future debts, liabilities and obligations, direct or indirect, absolute or contingent, mature or otherwise, ("Liabilities") incurred by the Debtor without any limitations.
- ☐ B. any and all Liabilities incurred by the Debtor arising out of or relating to the _____ between the Debtor and Newcourt dated the _____ day of _____, 199____, and all schedules and amendments thereto.

If none of the boxes above are checked and initialled, the Guarantor hereby agrees that its liability hereunder shall be as specified in A. above.

2. Guarantor also irrevocably and unconditionally guarantees, as primary debtor and not merely as a surety, all legal fees and disbursements and all other costs, charges and expenses that Newcourt incurs enforcing its rights against the Debtor.
3. The amount payable by Guarantor pursuant to Sections 1 and 2 of this Guaranty shall be paid to Newcourt forthwith on demand, whether or not any demand has been made upon Debtor or any other person or any other action has been taken to enforce the performance or payment of the Liabilities or the realization upon any property securing the Liabilities.
4. This Guaranty is a continuing one and covers and secures the present and future amounts due or that may become due pursuant to Sections 1 and 2, and shall not terminate for any reason, except that Guarantor, by giving 30 days' advance written notice to Newcourt, may terminate its further obligations under this Guarantee with respect to those Liabilities incurred or arising under transactions entered into by the Debtor after the expiration of such 30-day period, but in no event shall such termination apply to or in any manner affect Guarantor's obligations for all Liabilities incurred or arising under transactions entered into by Debtor prior to the expiration of such 30-day period.
5. Guarantor hereby agrees that:
- (a) without affecting Guarantor's liabilities and obligations hereunder, Newcourt may from time to time:
- (i) grant time, extensions, renewals, indulgences, releases and discharges to Debtor or any other person primarily or secondarily liable for the Liabilities (including any other guarantor);
 - (ii) change the amount, time, manner of payment or calculation or any other terms of all or any part of the Liabilities;
 - (iii) amend, waive or supplement any agreement or instrument relating to the Liabilities;
 - (iv) without notice to or consent of Guarantor may assign this Guaranty in whole or in part and/or any agreement or instrument relating to all or any part of the Liabilities;
 - (v) consent to the assignment by Debtor of any of Debtor's rights and obligations relating to the Liabilities;
 - (vi) take and hold, or abstain from taking and holding, any security for the payment and performance of the Liabilities or any part thereof and amend, extend, renew, enforce, waive or release any such security;
 - (vii) apply or deal with such security or any property covered thereby or direct the order or manner of sale thereof as Newcourt in its discretion may determine; or
 - (viii) release or substitute any other guarantor or person liable directly or as surety or otherwise for all or any part of the Liabilities.
- (b) Guarantor's liability hereunder shall not be impaired, affected or diminished by:
- (i) the death or loss or diminution of capacity of Debtor or of Guarantor or any change in the name or business of Debtor or, in the event Debtor is a firm or corporation, any change in the constitution, incorporating documents, membership or principals of such firm or corporation or any winding up or dissolution of Debtor or merger of Debtor with any other person;
 - (ii) any repayment from time to time of the whole or any part of the Liabilities of Debtor to Newcourt;
 - (iii) any applicable law or regulation purporting to prohibit the payment by the Debtor of any of the Liabilities;
 - (iv) the invalidity, illegality or unenforceability of the Liabilities or any part thereof or of any document or agreement relating to the Liabilities, or any incapacity, lack of authority, or other defense of the Debtor or any other person;
 - (v) any irregularity, defect or omission in the documentation relating to the Liabilities or any failure or omission by or negligence of Newcourt in the taking, maintaining, perfecting or enforcing of any security therefor;
 - (vi) any dissolution, insolvency, bankruptcy, compromise, arrangement or plan of reorganization affecting Debtor or any other person, or any omission or refraining from proving the claim or any part thereof of Newcourt in any such proceedings relating to the Debtor or any other person;
 - (vii) any other act or omission of any kind by the Debtor, Newcourt or any other person or any other circumstance whatsoever which might otherwise constitute a defense available to, or legal or equitable discharge of, Guarantor hereunder or of Debtor or any other person in respect of the Liabilities; or
 - (viii) any payment by or on behalf of the Debtor being held to constitute a preference or conveyance under bankruptcy or insolvency law and, to the extent that a payment is rescinded or must be returned because such payment is a preference or conveyance, this Guaranty shall continue to be effective and the Guarantor shall be liable to make such payment to Newcourt.
- (c) all debts and liabilities, present and future, of Debtor to Guarantor are hereby subordinated to the Liabilities hereby guaranteed and any moneys received by Guarantor in respect thereof shall be received in trust for, and forthwith paid to, Newcourt;
- (d) Guarantor shall have no right to be subrogated to Newcourt or claim or prove in any bankruptcy or insolvency of Debtor in competition with Newcourt until the Liabilities and any claim of Newcourt have been satisfied in full; and

FW11111T 5

(e) it will pay all reasonable costs, disbursements and expenses, including legal fees, incurred by Newcourt in the enforcement of this Guaranty.

6. Guarantor hereby waives:

- (a) any requirement that Newcourt proceed, or exhaust its recourses, against Debtor or any other party, pursue any other remedy whatsoever or enforce any security prior to any demand under this Guaranty;
- (b) any requirement that Newcourt obtain or assert a claim for judgement against Debtor or any person for any Liabilities; guaranty thereof;
- (d) notice of the creation of all or any of the Liabilities or of any default by Debtor or demand by Newcourt with respect to the Liabilities;
- (e) all presentment, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonour and notices of acceptance of this Guaranty;
- (f) to the full extent allowed by law, any rights and benefits given by the provisions of any existing or future statutes which impose limitations upon the rights and powers of Newcourt hereunder with respect to claims against Guarantor, and/or Debtor, and/or any security; and
- (g) the benefits of discussion and division.

7. Newcourt may, without notice to, or consent of, Guarantor or any other person, assign this Guaranty in whole or in part. Guarantor agrees that it shall not assign its obligations under this Guaranty without Newcourt's prior written consent. This Guaranty shall enure to the benefit of Newcourt, its successors and assigns, and shall be binding upon the heirs, executors, personal representatives and successors of Guarantor.

8. Guarantor acknowledges that there are no agreements, promises, representations or stipulations, oral or written, express or implied, with respect to the subject matter hereof other than those expressly stated herein.

9. Guarantor shall furnish to Newcourt its financial statements within 90 days after the end of each fiscal year of Guarantor prepared in accordance with generally accepted accounting principles consistent with prior statements. Guarantor shall also furnish such other information as Newcourt may from time to time reasonably require.

10. In all cases where there is more than one Guarantor, all words used herein in the singular shall be deemed to have been used in the plural where the context and construction so require.

11. In the event of a demand under this Guaranty, the Guarantor shall indemnify and save Newcourt harmless from and against any losses (including, without limitation, Liabilities otherwise payable pursuant to Section 1 and 2 of this Guaranty) which may arise by virtue of any of the Liabilities or any agreement relating to the Liabilities being or becoming for any reason whatsoever in whole or in part invalid, ineffective or otherwise unenforceable by Newcourt in accordance with their terms.

12. This Guaranty shall be governed by and construed in accordance with the laws of the State of Indiana and all actions and proceedings may be heard and determined by the courts of such state, provided, however, that nothing herein contained shall prevent Newcourt from proceeding at its election against Guarantor in the courts of any other jurisdiction.

This Guaranty is made as of the 27th day of September, 1999.

WITNESS:

Patricia Pergament
Name (Print)

Patricia Pergament
Signature

RD 3 Box 99H
Address

Huntingdon PA 16652

William Woomer
Individual Guarantor:

2301 Highland Ave
Home Address

Huntingdon PA 16652

7-2-51
Date of Birth



15200 Santa Fe Trail Drive, Suite 200, Lenexa, Kansas 66210

PERSONAL GUARANTY

1. FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned (the "Guarantor"), and each of them jointly and severally (if more than one Guarantor), hereby irrevocably and unconditionally guarantees, as primary obligor and not merely as surety, without offset or deduction, the full and prompt performance and payment by Raystown Boat Exchange, Inc. ("Debtor") to Newcourt Financial USA Inc. ("Newcourt") of:

(Initial and check one of the boxes below)

Initial

[Signature]

- ☒ A. any and all present and future debts, liabilities and obligations, direct or indirect, absolute or contingent, mature or otherwise, ("Liabilities") incurred by the Debtor without any limitations.
- ☐ B. any and all Liabilities incurred by the Debtor arising out of or relating to the _____ between the Debtor and Newcourt dated the _____ day of _____, 199__ and all schedules and amendments thereto.

If none of the boxes above are checked and initialled, the Guarantor hereby agrees that its liability hereunder shall be as specified in A. above.

2. Guarantor also irrevocably and unconditionally guarantees, as primary debtor and not merely as a surety, all legal fees and disbursements and all other costs, charges and expenses that Newcourt incurs enforcing its rights against the Debtor.
3. The amount payable by Guarantor pursuant to Sections 1 and 2 of this Guaranty shall be paid to Newcourt forthwith on demand, whether or not any demand has been made upon Debtor or any other person or any other action has been taken to enforce the performance or payment of the Liabilities or the realization upon any property securing the Liabilities.
4. This Guaranty is a continuing one and covers and secures the present and future amounts due or that may become due pursuant to Sections 1 and 2, and shall not terminate for any reason, except that Guarantor, by giving 30 days' advance written notice to Newcourt, may terminate its further obligations under this Guarantee with respect to those Liabilities incurred or arising under transactions entered into by the Debtor after the expiration of such 30-day period, but in no event shall such termination apply to or in any manner affect Guarantor's obligations for all Liabilities incurred or arising under transactions entered into by Debtor prior to the expiration of such 30-day period.
6. Guarantor hereby agrees that:
- (a) without affecting Guarantor's liabilities and obligations hereunder, Newcourt may from time to time:
- (i) grant time, extensions, renewals, indulgences, releases and discharges to Debtor or any other person primarily or secondarily liable for the Liabilities (including any other guarantor);
 - (ii) change the amount, time, manner of payment or calculation or any other terms of all or any part of the Liabilities;
 - (iii) amend, waive or supplement any agreement or instrument relating to the Liabilities;
 - (iv) without notice to or consent of Guarantor may assign this Guaranty in whole or in part and/or any agreement or instrument relating to all or any part of the Liabilities;
 - (v) consent to the assignment by Debtor of any of Debtor's rights and obligations relating to the Liabilities;
 - (vi) take and hold, or abstain from taking and holding, any security for the payment and performance of the Liabilities or any part thereof and amend, extend, renew, enforce, waive or release any such security;
 - (vii) apply or deal with such security or any property covered thereby or direct the order or manner of sale thereof as Newcourt in its discretion may determine; or
 - (viii) release or substitute any other guarantor or person liable directly or as surety or otherwise for all or any part of the Liabilities.
- (b) Guarantor's liability hereunder shall not be impaired, affected or diminished by:
- (i) the death or loss or diminution of capacity of Debtor or of Guarantor or any change in the name or business of Debtor or, in the event Debtor is a firm or corporation, any change in the constitution, incorporating documents, membership or principals of such firm or corporation or any winding up or dissolution of Debtor or merger of Debtor with any other person;
 - (ii) any repayment from time to time of the whole or any part of the Liabilities of Debtor to Newcourt;
 - (iii) any applicable law or regulation purporting to prohibit the payment by the Debtor of any of the Liabilities;
 - (iv) the invalidity, illegality or unenforceability of the Liabilities or any part thereof or of any document or agreement relating to the Liabilities, or any incapacity, lack of authority, or other defense of the Debtor or any other person;
 - (v) any irregularity, defect or omission in the documentation relating to the Liabilities or any failure or omission by or negligence of Newcourt in the taking, maintaining, perfecting or enforcing of any security therefor;
 - (vi) any dissolution, insolvency, bankruptcy, compromise, arrangement or plan of reorganization affecting Debtor or any other person, or any omission or refraining from proving the claim or any part thereof of Newcourt in any such proceedings relating to the Debtor or any other person;
 - (vii) any other act or omission of any kind by the Debtor, Newcourt or any other person or any other circumstance whatsoever which might otherwise constitute a defense available to, or legal or equitable discharge of, Guarantor hereunder or of Debtor or any other person in respect of the Liabilities; or
 - (viii) any payment by or on behalf of the Debtor being held to constitute a preference or conveyance under bankruptcy or insolvency law and, to the extent that a payment is rescinded or must be returned because such payment is a preference or conveyance, this Guaranty shall continue to be effective and the Guarantor shall be liable to make such payment to Newcourt.
- (c) all debts and liabilities, present and future, of Debtor to Guarantor are hereby subordinated to the Liabilities hereby guaranteed and any moneys received by Guarantor in respect thereof shall be received in trust for, and forthwith paid to, Newcourt;
- (d) Guarantor shall have no right to be subrogated to Newcourt or claim or prove in any bankruptcy or insolvency of Debtor in competition with Newcourt until the Liabilities and any claim of Newcourt have been satisfied in full; and

(c) it will pay all reasonable costs, disbursements and expenses, including legal fees, incurred by Newcourt in the enforcement of this Guaranty.

6. Guarantor hereby waives:
- (a) any requirement that Newcourt proceed, or exhaust its recourses, against Debtor or any other party, pursue any other remedy whatsoever or enforce any security prior to any demand under this Guaranty;
 - (b) any requirement that Newcourt obtain or assert a claim for judgement against Debtor or any person for any Liabilities; guaranty thereof;
 - (d) notice of the creation of all or any of the Liabilities or of any default by Debtor or demand by Newcourt with respect to the Liabilities;
 - (e) all presentment, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonour and notices of acceptance of this Guaranty;
 - (f) to the full extent allowed by law, any rights and benefits given by the provisions of any existing or future statutes which impose limitations upon the rights and powers of Newcourt hereunder with respect to claims against Guarantor, and/or Debtor, and/or any security; and
 - (g) the benefits of discussion and division.
7. Newcourt may, without notice to, or consent of, Guarantor or any other person, assign this Guaranty in whole or in part. Guarantor agrees that it shall not assign its obligations under this Guaranty without Newcourt's prior written consent. This Guaranty shall enure to the benefit of Newcourt, its successors and assigns, and shall be binding upon the heirs, executors, personal representatives and successors of Guarantor.
8. Guarantor acknowledges that there are no agreements, promises, representations or stipulations, oral or written, express or implied, with respect to the subject matter hereof other than those expressly stated herein.
9. Guarantor shall furnish to Newcourt its financial statements within 90 days after the end of each fiscal year of Guarantor prepared in accordance with generally accepted accounting principles consistent with prior statements. Guarantor shall also furnish such other information as Newcourt may from time to time reasonably require.
10. In all cases where there is more than one Guarantor, all words used herein in the singular shall be deemed to have been used in the plural where the context and construction so require.
11. In the event of a demand under this Guaranty, the Guarantor shall indemnify and save Newcourt harmless from and against any losses (including, without limitation, Liabilities otherwise payable pursuant to Section 1 and 2 of this Guaranty) which may arise by virtue of any of the Liabilities or any agreement relating to the Liabilities being or becoming for any reason whatsoever in whole or in part invalid, ineffective or otherwise unenforceable by Newcourt in accordance with their terms.
12. This Guaranty shall be governed by and construed in accordance with the laws of the State of Indiana and all actions and proceedings may be heard and determined by the courts of such state, provided, however, that nothing herein contained shall prevent Newcourt from proceeding at its election against Guarantor in the courts of any other jurisdiction.

This Guaranty is made as of the 27th day of September, 1999.

WITNESS:

Patricia Pergament
Name (Print)
Patricia Pergament
Signature
RD3 Box 99H
Address
Huntingdon PA 16652

Spouse of William Woerner

Individual Guarantor: Lonnie Woerner
2301 Highland Ave
Home Address
Huntingdon PA 16652
1-31-64
Date of Birth

14:53:05
08/28/2001

CIT FINANCIAL USA, INC
Collateral Management System
Padless Audit Listing

Page: 1

Dealer: 001094 Raystown Boat Exchange, Inc.
Route 26 Box 500 James Creek, PA 15801
Contact: Pte 8146583344 Fax:

MSO	Qdtn	Disp.	Last6	Vin (first 11)	Stock #	Year	Make	Model	Coll.	Demcr7	Int. Start	Current Balance	Comments
			000009	T2220100000		2001	MARIAH	22	NEW	N	10/12/2000	1,937.00	
			000159	T2123Y00001		2001	MARIAH	218	NEW	N	10/12/2000	1,881.00	
			000088	4JHBT2122WD		2001	MARIAH	214	NEW	N	09/13/2000	1,860.00	
			001398	SAJ02641G00		2001	SJMAN	A_180	NEW	N	07/12/2000	12,063.00	
			001398	SAJ02640G00		2001	SJMAN	A_180	NEW	N	07/12/2000	10,085.00	
			001400	SAJ02637G00		2001	SJMAN	A_190	NEW	N	07/12/2000	12,953.00	
			007470	OT007470		2001	GODFRE	B80	NEW	N	10/12/1999	4,100.88	
			011552	MAB20042G00		2001	MARIAH	2275	NEW	N	00/10/2000	30,598.00	
			011580	PMV19974G00		2001	PREMIE	MAJ_RE225	NEW	N	10/26/2000	18,585.00	
			012270	G0Y1704C100		2001	GODFRE	PK2020DF	NEW	N	10/10/2000	9,534.99	
			012276	G0Y1703C100		2001	GODFRE	PK2020DF	NEW	N	10/10/2000	9,534.99	
			015257	B2082G00152		2001	MARIAH	2270_shab	NEW	N	10/08/2000	42,880.00	
			015503	B20828G0015		2001	MARIAH	Z302_SHA	NEW	N	08/21/2000	40,888.24	
			018335	5KTBS2624YF		2001	KARAVA	BS252	NEW	N	11/05/1999	1,692.00	
			018338	5KTBS2526YF		2001	KARAVA	BS252	NEW	N	11/05/1999	1,692.00	
			018341	5KTBS2317YF		2001	KARAVA	BS231	NEW	N	11/05/1999	1,134.00	
			028868	QJA01374J02		2001	DORAL	260SE	NEW	N	11/10/2000	44,841.88	
			029377	B20765H0010		2001	MARIAH	222SHAB	NEW	N	10/06/2000	22,319.00	
			030743	B20735H0010		2001	MARIAH	2215_JUB	NEW	N	10/06/2000	29,371.00	
			185988	Y1705D10D18		2001	GODFRE	PK240SC	NEW	N	10/10/2000	13,460.88	
			187913	197913		2001	GODFRE	B60MERC	NEW	N	06/22/2000	3,934.65	
			198896	198896		2001	GODFRE	B60MERC	NEW	N	06/22/2000	3,934.68	
			230528	PMV22558J23		2001	PREMIE	76ELPTO	NEW	N	10/26/2000	3,660.00	

Auditor:

Date:

Dealer:

Date:

LEI1ESS, LEI1ESS&FRIEDBERG

14:39

AUG-31-2001

1 410 486 8438 P. 02/06

14:53:05
08/28/2001

CIT FINANCIAL USA, INC
Collateral Management System
Padless Audit Listing

Page: 2

Dealer: D01094 Raysdown Boal Exchange, Inc.
Route 28 Box 500 James Creek, PA 15801
Contact: Ph: 8146583344 Fax:

M30	Odin Hrs	Disp. Code	Last6	Vin (first 11)	Stock #	Year	Make	Model	Coll. Type	Demo?	Int. Start Date	Current Balance	Comments
			239552	PMY22557J23		2001	PREMIE	75ELPTO	NEW	N	10/26/2000	3,660.00	
			270087	PMY2203JG27		2001	PREMIE	LEG_RE250	NEW	N	10/26/2000	16,213.00	
			27G001	PMY22027G00		2001	PREMIE	TAJESTIC	NEW	N	10/20/2000	11,048.89	
			2D1001	G0Y1702D100		2001	GODFRE	PK2409C	NEW	N	10/17/2000	13,723.20	
			2J9489	MY22552J948		2001	PREMIE	40ELPT	NEW	N	10/26/2000	3,450.00	
			30G001	PMY22030G00		2001	PREMIE	LEGEND	NEW	N	10/20/2000	12,141.91	
			313663	PMY22554J31		2001	PREMIE	80ELPTO	NEW	N	10/26/2000	3,150.00	
			313899	PMY22555J31		2001	PREMIE	80ELPTO	NEW	N	10/26/2000	3,150.00	
			381860	AB10530F9J8		2001	MARIAH	182SHA_SSP	NEW	N	07/27/2000	14,828.00	
			382905	01219194382		2001	DORAL	DORAL_300	NEW	N	09/22/2000	83,348.78	
			3JB488	MY22553JB48		2001	PREMIE	40ELPT	NEW	N	10/28/2000	3,450.00	
			52G421	J02852G421		2001	SJMAN	B_142	NEW	N	07/21/2000	6,401.00	
			548157	A01293B154		2001	DORAL	300-SE	NEW	N	10/23/2000	82,726.86	
			680415	B20400F0016		2001	MARIAH	258SHAB	NEW	N	10/06/2000	25,115.00	
			682451	B20144D0016		2001	MARIAH	2275	NEW	N	10/06/2000	44,311.00	
			687783	B20141D6977		2001	MARIAH	268	NEW	N	10/06/2000	38,671.00	
			709418	1S9BB2128YV		2001	SJMAN	AQUATRL	NEW	N	07/21/2000	1,375.00	
			709458	1S9BB1818YV		2001	SJMAN	AQUATRL	NEW	N	08/21/2000	76.00	
			709459	1S9BB1818YV		2001	SJMAN	AQUATRL	NEW	N	08/21/2000	185.00	
			73G001	PMY22173G00		2001	PREMIE	LEG_RE225	NEW	N	10/26/2000	8,904.27	
			74G001	PMY22174G00		2001	PREMIE	EXPL225	NEW	N	10/26/2000	8,721.66	
			76G001	PMY22176G00		2001	PREMIE	SUNS_ES200-	NEW	N	10/26/2000	7,764.83	
			7C0000	G0Y5027CD00		2001	GODFRE	PK1000CF	NEW	N	04/28/2000	5,661.31	

Auditor:

Date:

Dealer:

Date:

14:53:05
08/28/2001

Page: 3

CIT FINANCIAL USA, INC
Collateral Management System
Padless Audit Listing

Dealer: DO1094 Raysdown Boal Exchange, Inc.
Route 26 Box 500 James Creek, PA 15801

Contact: PH: 8146503344 Fax:

MSO	Odin Hrs	Disp. Code	Lasts	Vin (First 11)	Stock #	Year	Make	Model	Coll. Type	Demo?	Int. Start Date	Current Balance	Comments
			BDG801	GDY6389DG00		2001	GODFRE	PK240LE	NEW	N	08/21/2000	16,454.02	
			G05309	Y6383DG0538		2001	GODFRE	PK_2424	NEW	N	07/21/2000	11,349.12	
			G05585	Y6390PG0558		2001	GODFRE	PK_220ES	NEW	N	07/21/2000	10,231.87	
			G13818	Y22049G1381		2001	PREMIE	GRAND_MAJ	NEW	N	10/20/2000	22,400.00	
			G14030	Y22026G1403		2001	PREMIE	GRAND_MAJ	NEW	N	10/20/2000	21,219.00	
			G70801	Y6386FG7080		2001	GODFRE	PK_270FE	NEW	N	07/21/2000	15,932.93	
			H08192	J02708H0819		2001	SJMAN	A_260	NEW	N	09/19/2000	20,000.00	
			H16160	20769H16160		2001	MARIAH	SHABAH	NEW	N	08/25/2000	20,609.00	
			H17325	20744H17325		2001	MARIAH	215_JUB	NEW	N	08/22/2000	22,951.00	
			H89121	01159H89121		2001	DORAL	DORAL_250	NEW	N	09/22/2000	44,619.40	
			J33197	21016J33197		2001	MARIAH	DIABLO	NEW	N	10/17/2000	12,490.00	
			J33282	21015J33282		2001	MARIAH	DIABLO	NEW	N	10/17/2000	12,490.00	
			J34684	21025J34684		2001	MARIAH	DIABLO	NEW	N	10/17/2000	10,776.00	
			K34358	B21127K3435		2001	MARIAH	DIABLO_SS	NEW	N	11/18/2000	12,490.00	
			K34362	B21135K3436		2001	MARIAH	DIABLO_SS	NEW	N	11/18/2000	12,490.00	
			K34695	B21174K3469		2001	MARIAH	DIABLO	NEW	N	11/20/2000	10,776.00	
			K35221	B21128K3522		2001	MARIAH	DIABLO_SS	NEW	N	11/16/2000	12,490.00	
			K38100	Y2648DK3810		2001	GODFRE	PK_240SC	NEW	N	11/28/2000	11,418.24	

Auditor: _____ Date: _____

Dealer: _____ Date: _____

CIT FINANCIAL USA, INC
Collateral Management System
Padless Audit Listing

Page: 4

Dealer Totals: .
Records Printed: 64

Current Balance Total: 1,036,787.25

Audit Comments:

Auditor: _____ Date: _____ Dealer: _____ Date: _____

**Rayslow Boat Exchange
Inventory Summary
The CIT Group/Sales Financing, Inc.**

As of 08/29/01

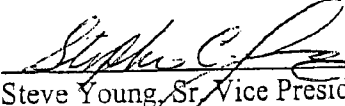
Serial Number	Manufacturer	Invoice Number	Invoice Date	Model	Year	Current Balance
CAQJA09371J900	Doral	31918	10/29/1999	DORAL 250SE	99	\$29,519.81

EXHIBIT.7.

VERIFICATION

I declare under the penalty of perjury that the foregoing complaint of CIT Financial USA, Inc. f/k/a Newcourt Financial USA Inc., for itself and as assignee of The CIT Group/Sales Financing, Inc. v. Raystown Boat Exchange, Inc., William L. Woomer and Lonnie Woomer is true and correct.

Executed on: August 31, 2001



Steve Young, Sr. Vice President
For CIT Financial USA, Inc.

ORIGINAL

JAN 17

IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA, CIVIL DIVISION

HARRISBURG, P.

DEC 17 2001

CIT FINANCIAL USA, INC. f/k/a
NEWCOURT FINANCIAL USA, INC. for
itself and as assignee of THE CIT GROUP/
SALES FINANCING, INC.,

Plaintiff,

MARY E. D'ANDREA, CLERK
Per 573

vs.

Civil Action No. 1 CV 01-1720RAYSTOWN BOAT EXCHANGE, INC.,
WILLIAM L. WOOMER and
LONNIE WOOMER,

Defendants.

FILED
HARRISBURG

JAN 14 2002

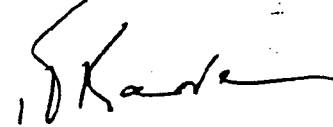
MARY E. D'ANDREA, CLERK
Per 573
DEPUTY CLERKCONSENT ORDER AND JUDGMENT FOR COUNTS III AND VIAND NOW, to wit, this 14th day of JAN, 2002, upon consideration of the record and
upon the undersigned consent of the parties, it is hereby ORDERED, ADJUDGED AND DECREED:

1. Judgment is entered in favor of Plaintiff CIT Financial USA, Inc. on Count III of the Complaint for possession of the personal property more fully described on Exhibit "6" of the Complaint, plus special damages, including such costs, expenses and reasonable counsel fees as may be incurred henceforth by Plaintiff in enforcing its rights in the collateral.

2. Judgment is entered in favor of Plaintiff CIT Financial USA, Inc. on Count VI of the Complaint for possession of personal property more fully described on Exhibit "7" of the Complaint, plus special damages, including such costs, expenses and reasonable counsel fees as may be incurred henceforth by Plaintiff in enforcing its rights in the collateral.

EXHIBIT 8

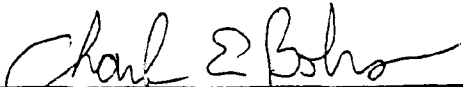
BY THE COURT:



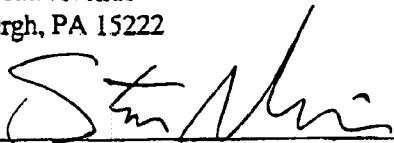
U.S. District Court Judge

This Order is consented to by:

BERNSTEIN LAW FIRM, P.C.
LEITESS, LEITESS & FRIEDBERG, P.C.

By: 

Charles E. Bobinis, Esquire
Attorney for CIT Financial USA, Inc.
1133 Penn Avenue
Pittsburgh, PA 15222

By: 

Steven N. Leites, Esquire
Of Counsel for CIT Financial USA, Inc.
25 Hooks Lane, Suite 302
Baltimore, MD 21208

BIERBACH, McDOWELL, McMINN & ZANIC

By: 

Charles A. Bierbach, Esquire
Attorney for Defendants
113 4th Avenue
Huntingdon, PA 16652

RAYSTOWN BOAT EXCHANGE, INC.

By: 

President

By: _____

Secretary/Treasurer


WILLIAM L. WOOMER, an individual

IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA, CIVIL DIVISION

CIT FINANCIAL USA, INC. *fka*
NEWCOURT FINANCIAL USA, INC. for
itself and as assignee of THE CIT GROUP/
SALES FINANCING, INC.,

Plaintiff,

vs.

Civil Action No. 1 CV 01-1720

RAYSTOWN BOAT EXCHANGE, INC.,
WILLIAM L. WOOMER and
LONNIE WOOMER,

Defendants.

CONSENT ORDER AND JUDGMENT FOR COUNTS I, II, IV AND V

AND NOW, to wit, this 9th day of Oct., 2002, upon consideration of the record and upon the undersigned consent of the parties, it is hereby ORDERED, ADJUDGED AND DECREED:

1. That Judgment is entered in favor of Plaintiff CIT Financial USA, Inc. against Defendant Raystown Boat Exchange, Inc. on Count I of the Complaint (jointly and severally with the liability of Defendant William L. Woomer on Count II of the Complaint) in the principal amount of \$920,922.95, plus interest in the amount of \$58,610.34, thereby totaling \$979,533.29 as of September 30, 2001, plus interest at the per diem rate of \$218.89 after September 30, 2001, plus reasonable attorneys' fees of \$18,379.86 through September 14, 2001, plus reasonable attorneys fees after September 14, 2001, plus post-Judgment interest, costs of this action, and such additional costs, attorneys' fees and expenses as may be incurred henceforth by CIT in enforcing its rights in the September 1999 Financing Agreement;

2. Judgment is entered in favor of Plaintiff CIT Financial USA, Inc. on Count II of the Complaint against Defendant William L. Woomer, jointly and severally (his liability being joint and

FILED
HARRISBURG

OCT - 9 2002

MARY E. D'ANDREA, CLERK
Per [Signature]
DEPUTY CLERK

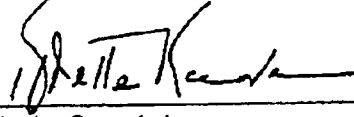
EXHIBIT 9

several with the liability of Defendant Raystown Boat Exchange, Inc. on Count I of this Complaint), in the principal amount of \$920,922.95, plus interest in the amount of \$58,610.34, thereby totaling \$979,533.29 as of September 30, 2001, plus interest at the per diem rate of \$218.89 after September 30, 2001, plus reasonable attorneys' fees of \$18,379.86 through September 14, 2001, plus reasonable attorneys fees after September 14, 2001, plus post-Judgment interest, costs of this action, and such costs, attorneys' fees and expenses as may be incurred henceforth by CIT in enforcing its rights in the September 1999 Financing Agreement;

3. In addition to the Judgment entered on Count I against Defendant Raystown Boat Exchange, Inc., Judgment is also entered in favor of Plaintiff CIT Financial USA, Inc. against Defendant Raystown Boat Exchange, Inc. on Count IV of the Complaint (jointly and severally with the liability of Defendant William L. Woomer on Count V of the Complaint) for the additional principal sum of \$29,518.81, plus interest of \$1,546.07, or a total of \$31,065.88 as of September 30, 2001, plus interest at the per diem rate of \$7.58 after September 30, 2001, plus reasonable attorneys' fees, plus post-Judgment interest, costs of this action and such additional expenses, costs and reasonable counsel fees as may be incurred by henceforth CIT in enforcing its rights under the July 1998 Financing Agreement;

4. In addition to the Judgment against Defendant William Woomer under Count II of this Complaint, Judgment is also entered against Defendant William Woomer on Count V of this Complaint (jointly and severally with the liability of Defendant Raystown Boat Exchange, Inc. on Count IV of the Complaint) in the principal amount of \$29,518.81, plus interest of \$1,546.07, or a total of \$31,065.88 as of September 30, 2001, plus interest at the per diem rate of \$7.58 after September 30, 2001, plus reasonable attorneys' fees, plus post-Judgment interest, costs of this action, plus such additional expenses, costs and reasonable counsel fees as may be incurred henceforth by CIT in enforcing its rights under the July 1998 Financing Agreement.

BY THE COURT:



U.S. District Court Judge

This Order is consented to by:

BERNSTEIN LAW FIRM, P.C.
LEITESS, LEITESS & FRIEDBERG, P.C.

By: 

Charles E. Bobinis, Esquire
Attorney for CIT Financial USA, Inc.
1133 Penn Avenue
Pittsburgh, PA 15222

By: 

Steven N. Leitess, Esquire
Of Counsel for CIT Financial USA, Inc.
25 Hooks Lane, Suite 302
Baltimore, MD 21208

BIEREACH, McDOWELL, McMINN & ZANIC

By: 

Charles A. Bierbach, Esquire
Attorney for Defendants
113 4th Avenue
Huntingdon, PA 16652

RAYSTOWN BOAT EXCHANGE, INC.

By: 

President

By: _____

Secretary/Treasurer


WILLIAM L. WOOMER, an individual

Huntingdon County Sheriff's Office
241 Mifflin Street
Huntingdon, PA 16652
(814) 643-0880

PLAINTIFF: NAME and ADDRESS

CIT Financial USA, Inc

VS.

DEFENDANT: NAME and ADDRESS

William L Woomer
2301 Highland Ave
Huntingdon, PA 16652

Amount of Judgment	\$ 628,734.43
Amount of Costs	\$
Order of Execution	\$
Interest From Judgment	\$
TOTAL	\$

Docket No.: 1353-2002

Date Filed: October 17, 2002

PERSONAL PROPERTY SET ASIDE BY SHERIFF
OR CONSTABLE

PaR.C.P.D.J. Numbers 407, 408

PERSONAL PROPERTY LEVIED UPON

1-Wooden table w/2 benches	2-Armour-brown
1-gas grill (Patio Kitchen)	artifacts / antiques
2-Wooden Rocking chairs	Washer & dryer
1-Chair brown w/foot stool	Refrigerator Ben-on
1-Wooden cabinet	15 White Mustang
1 Stand brown	Reg #
1-Sofa & love seat (brown)	
1-wooden bench	
end table	
Singer Sewing Machine	
1-York Diana	
dehumidifier	
1-table w/4 chairs	
Sofa-brown	
2-Rockers	
Compaq Computer w/monitor ^{printer}	
1-Samsung TV & Stand	
2-Chinilla Cages & Stands	
1-bunk bed	
2 dressers	

DEPUTY:

DATE:

TIME:

If required, see second page for additional schedule.

This form shall be attached to executing officer's return. Second copy is for defendant.

EXHIBIT 10

Huntingdon County Sheriff's Office
241 Mifflin Street
Huntingdon, PA 16652
(814) 643-0880

PLAINTIFF: NAME and ADDRESS

Cit Financial USA, Inc

VS.

DEFENDANT: NAME and ADDRESS

Raystown Boat Exchange, Inc
Route 26 at 994
James Creek, PA 16657

Amount of Judgment \$ 628,734.43
Amount of Costs \$
Order if Execution \$
Arrest From Judgment \$
TOTAL \$

Docket No.: 1353-2002

Date Filed: October 17, 2002

PERSONAL PROPERTY SET ASIDE BY SHERIFF
OR CONSTABLE

Pa.R.C.P.D.J. Numbers 407, 408

PERSONAL PROPERTY LEVIED UPON

1- 8-door brown	1- Wooden chairs w/ flower design
1- 2-drawer light gray	1- gray office chair (1 arm)
1- Computer/Monitor	2- blue chairs - no arms
1- metal 2-drawer file cabinet	1- 2 arm office chair brown
FM + Wesco Instrument Omni 800	1- Kenmore gas grill & extra cylinder
3-drawer file cabinet	1- wooden picnic table/bench
2- 4 door file cabinet	+ 2 benches w/ back
1- 4 door gray file cabinet	1- brown wooden table
1- Gateway 2000/Monitor	1- gray foldup table
1- 4 door tan cabinet	1- black metal stand
1- Hewlett-Packard Computer/Monitor	1- brown computer desk w/ side
1- door gray file cabinet	1- gray table
1- Canon Copier	1- brown apartment size Refrigerator
1- Gold Award - Slot machine	1- Soft touch water cooler
1- black desk	1- Mustang (Rich Steer) 940
1- Ball Unit	Model # 20-32824/MFG - Austoft, Inc.
1- brown 1 arm office chair	1- EZ-Go Golf cart w/ roof
1- black office chair (2 arm)	Gray - white seats
1- brown chair (2 arms)	1- Ferguson tractor
1- yellow chair (2 arms)	NO-TE 53.516 Red/Gray

DEPUTY:

DATE:

TIME:

If required, see second page for additional schedule.

This form shall be attached to executing officer's return. Second copy is for defendant.

UPON AND SET ASIDE

Case Name: CIT Financial USA, Inc vs Raystown Boat Exchange

Docket Number: 1353-2002

PERSONAL PROPERTY SET ASIDE BY SHERIFF
OR CONSTABLE
Pa.R.C.P.D.J. Numbers 407, 408

PERSONAL PROPERTY LEVIED UPON

NAPA Air Comp Shop - Stage		2 drawer file cabinet gray
- Craftsman Rolling tool chest - red w/ ^{assorted} hand tools		2. Small desk wooden
- Craftsman Rolling tool chest - black w/ ^{assorted} hand tools		2. Chairs red (2 arms)
- Rotunda air press		2-TV (Emerson & Zenith)
- Rip-pack 2000 in case		1-wooden couch w/ flower design
- Axis impact wrench		1-desk - gray/blue
- Matco electric drill		1-black 2 drawer file cabinet
1-air chisel		1-black office chair
1-Skil jig saw		1-blue office chair (2 arms)
1-Matco angle die grinder		1-brown office chair (2 arms)
1-Matco 3" metal cutter		2-tan chairs (no arms)
1-Dewalt polisher/buffer		
1-fine power FP120 megawelder		
1-Coy-Acetylene torch		
- Allied floor jack		
1-Yamaha Grizzly 4 Wheeler	WOOD DEP # 113137	
1-Suzuki Quad Runner		
1-Harley Davidson Motorcycle		
SN CSM 2143606 11C#G5G18		
- NAPA battery charger Mod- 85-6500		
1-Oil extractor Ser # 980165C		
4- Yardair jacks		
1-Walker 2 ton floor jack		
1-Dewalt Cordless drill 14.4 Volt		

TIME:

DEPUTY:

DATE:

If required, see second page for additional schedule.

This form shall be attached to executing officer's return. Second copy is for defendant.

Huntingdon County Sheriff's Office
241 Mifflin Street
Huntingdon, PA 16652
(814) 643-0880

PLAINTIFF: NAME and ADDRESS

CIT Financial USA, Inc

VS.

DEFENDANT: NAME and ADDRESS

William L Woomer
2301 Highland Ave
Huntingdon, PA 16652

Amount of Judgment \$628,734.43
Amount of Costs \$
Order of Execution \$
Interest From Judgment \$
TOTAL \$

Docket No.: 1353-2002

Date Filed: October 17, 2002

PERSONAL PROPERTY SET ASIDE BY SHERIFF
OR CONSTABLE

PERSONAL PROPERTY LEVIED UPON

PaR.C.P.D.J. Numbers 407, 408

1-Wooden table w/2 benches	2-Armchair-brown
1-gas grill (Patio Kitchen)	artifacts/antiques
1-Wooden rocking chairs	Washer & dryer
1-Chair brown w/foot stool	Refrigerator Gen-aw
1-Wooden cabinet	15 White Mustang
1 Stand brown	Reg#
1-Sofa & loveseat (brown)	
1-chair bench	
end table	
Singer Sewing Machine	
1-Upright Piano	
dehumidifier	
1-table w/4 chairs	
Sofa-brown	
2-Rockers	
Compag Computer w/monitor ^{printer}	
1-Samsung TV & Stand	
2-Chinchilla Cages & Stands	
1-bunk bed	
2 dressers	

DEPUTY:

DATE:

TIME:

If required, see second page for additional schedule.

This form shall be attached to executing officer's return. Second copy is for defendant.

Commonwealth of Pennsylvania

Huntingdon County Sheriff's Office
241 Mifflin Street
Huntingdon, PA 16652
(814) 643-0880

SCHEDULE OF PROPERTY TO BE
UPON AND SET ASIDE

PLAINTIFF: NAME AND ADDRESS

Cit. Financial USA, Inc

VS.

DEFENDANT: NAME AND ADDRESS

Raystown Boat Exchange, Inc
Route 26 at 994
James Creek, PA 16657

Docket No.: 1353-2002

Date Filed: October 17, 2002

PERSONAL PROPERTY SET ASIDE BY SHERIFF
OR CONSTABLE

Pa.R.C.P.D.J. Numbers 407, 408

PERSONAL PROPERTY LEVIED UPON

1- 8-door brown	1- wooden chair w/ flower design
1- 2-drawer light gray	1- gray office chair (2 arms)
1- Computer Monitor	2- blue chairs - no arms
1- metal 2-drawer file cabinet	1- 2 arm office chair brown
FM Texas Instrument Omni 800	1- Kenmore gas grill & extra cylinder
3-drawer file cabinet	1- wooden picnic table w/ 1 bench
2- 4 door file cabinet	+ 2 benches w/ back
1- 4 door gray file cabinet	1- brown wooden table
1- Gateway 2008/monitor	1- gray foldup table
1- 4 door tan cabinet	1- black metal stand
1- semi computer/monitor	1- brown computer desk w/ side
1- door gray file cabinet	1- gray table
1- Canon Copier	1- brown apartment size Refrig.
1- Gold Award - Slot machine	1- Soft touch water cooler
1- table desk	1- Mustang Sport Steer 940
1- Ball Unit	Model # 20-32824/M&G-Austoff, Inc.
1- brown 1 arm office chair	1- EZ-Go Golf cart w/ Roof
1- black office chair (2 arms)	Gray - white seats
1- brown chair (2 arms)	1- Ferguson Tractor
1- yellow chair (2 arms)	NO-TE 53516 Red/Gray

DEPUTY:

DATE:

TIME:

If required, see second page for additional schedule.

This form shall be attached to executing officer's return. Second copy is for defendant.

UPON AND SET ASIDE

Case Name: **CIT Financial USA, Inc vs Raystown Boat Exchange**

Docket Number: **1353-2002**

PERSONAL PROPERTY SET ASIDE BY SHERIFF
OR CONSTABLE
PaR.C.P.D.J. Numbers 407, 408

PERSONAL PROPERTY LEVIED UPON

NAPA Air Comp Shop		2 drawer file cabinet gray
- Craftsman Rolling tool chest - red w/ ^{assorted} hand tools		2. Small desk wooden
- Craftsman Rolling tool chest - black w/ ^{assorted} hand tools		2-chairs red (2arms)
- Rotunda air press		2-TV (Emerson & Zenith)
- Rip-pack 2000 in case		1-wooden couch w/ flower design
- Axis impact wrench		1-desk - gray/blue
- Motco electric drill		1-black 2drawer file cabinet
1-air chisel		1-black office chair
1-Skel jig saw		1-blue office chair (2arms)
1-Motco angle die grinder		1-brown office chair (2arms)
1-Motco 3" metal cutter		2-tan chairs (no arms)
1-Dewalt polisher/buffer		
1-fine power FP120 mig welder		
1-Cry-Acetylene torch		
- Allied floor jack		
1-Yamaha Grizzly 4wheeler	WOOD DEPOT # 113137	
1-Suzuki Quad runner		
1-Harley Davidson Motorcycle		
SN CSM 2143606 1cc #G5G18		
- NAPA Battery Charger Mod- 85-6500		
1-Oil extractor Ser #980165CC		
4-Yardarm jacks		
1-Walker 2 ton floor jack		
1-Dewalt cordless drill 14.4 volt		

[Large handwritten 'X' mark with 'TDC' written in the corners]

DEPUTY:

DATE: **extra battery** TIME:

If required, see second page for additional schedule.

This form shall be attached to executing officer's return. Second copy is for defendant.



SHERIFF'S OFFICE

HUNTINGDON COUNTY, PENNSYLVANIA

WILLIAM G. WALTERS, Sheriff

Court of Common Pleas of Huntingdon County

C I T Financial USA Inc.,
plaintiff

(vs)

Case No. 2002-01353

Raystown Boat Exchange Inc et al
Woomer William L et al,
Defendant

FILED
2003 APR 21 A 10 41
PROthonary/CLERK
HUNTINGDON CO. PA

Sheriff's Determination of Ownership

Claimant: Kris Shoff
Claimed Property: Craftsman Rolling Tool Chest – Black with assorted Hand Tools

After a hearing on this matter I have determined the following items of personal property are owned by the claimant, none. The remaining items levied upon by the Sheriff's Office are owned by the defendant, Raystown Boat Exchange Inc et al, Woomer William L et al.

Claimant did not appear for the property claim hearing. The evaluation was not provided by the claimant.

A handwritten signature in cursive script, reading "William G. Walters".

William G. Walters
Sheriff of Huntingdon County

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

CIT FINANCIAL USA, f/k/a	:	NO. 2002-1353
NEWCOURT FINANCIAL USA, INC. for	:	
itself and as assignee of THE CIT GROUP/	:	
SALES FINANCING, INC.,	:	
Plaintiff	:	
	:	
vs.	:	
	:	
RAYSTOWN BOAT EXCHANGE, INC.,	:	
WILLIAM L. WOOMER and	:	
LONNIE WOOMER,	:	
Defendants	:	

PROPERTY CLAIM

TO: The Sheriff:

1. The property listed below and levied upon in this case is not the property of Defendants, Raystown Boat Exchange, Inc. and/or William L. Woomer, either or both, but is the property of the undersigned. A list of the claimed property and the values thereof are as follows:

- a. Craftsman Rolling Tool Chest – Red with assorted Hand Tools.

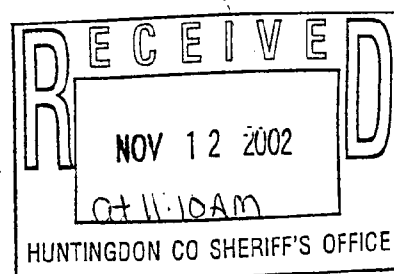
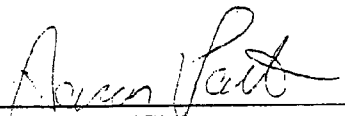


EXHIBIT. 6...

2. The Claimant obtained title to the property as follows:

The aforesaid property is owned individually by Claimant.

By:



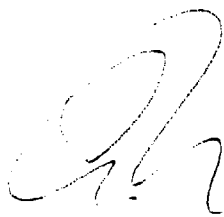
Aaron Patterson/Claimant

Date: November 11, 2002

CERTIFICATE OF SERVICE

A certified, true and correct copy of the foregoing Property Claim was served on Charles E. Bobinis, Esquire, by sending same by first class, postage prepaid mail on November 12, 2002, to the following address:

Charles E. Bobinis, Esquire
Bernstein Law Firm, P.C.
1133 Penn Avenue
Pittsburgh, PA 15222



Charles A. Bierbach

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

CIT FINANCIAL USA, f/k/a	: NO. 2002-1353
NEWCOURT FINANCIAL USA, INC. for	:
itself and as assignee of THE CIT GROUP/	:
SALES FINANCING, INC.,	:
Plaintiff	:
	:
vs.	:
	:
RAYSTOWN BOAT EXCHANGE, INC.,	:
WILLIAM L. WOOMER and	:
LONNIE WOOMER,	:
Defendants	:

SHERIFF'S NOTICE

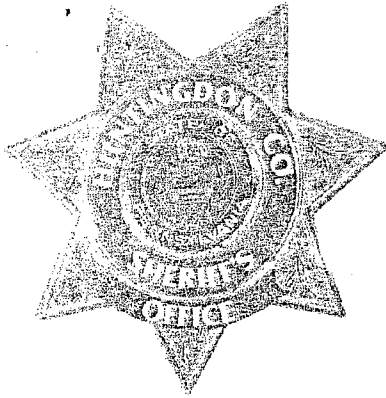
TO: The Plaintiff, Defendants, and All Other Parties in Interest:

You are hereby notified that a Property Claim, a copy of which is attached, has been filed by Aaron Patterson, claiming the property listed therein. Unless an Appraisal of the property is requested within ten (10) days from the date of this Notice, the Sheriff, without making an Appraisal, will accept the value of the property, as set forth in the claim, and make an appropriate determination.

Sheriff

Date: _____, 2002

By: _____
Deputy



SHERIFF'S OFFICE

HUNTINGDON COUNTY, PENNSYLVANIA

WILLIAM G. WALTERS, Sheriff

Court of Common Pleas of Huntingdon County

CIT Financial USA Inc.,
plaintiff

Case No. 2002-01353

(vs)

Raystown Boat Exchange Inc et al
Woomer William L et al,
Defendant

FILED
200 APR 21 A 10:41
PROthonotary Public
HUNTINGDON CO., PA

Sheriff's Determination of Ownership

Claimant: Tom Almes
Claimed Property: Suzuki Quad Runner

After a hearing on this matter I have determined the following items of personal property are owned by the claimant, none. The remaining items levied upon by the Sheriff's Office are owned by the defendant, Raystown Boat Exchange Inc et al, Woomer William L et al.

Claimant did not appear for the property claim hearing. The evaluation was not provided by the claimant.

A handwritten signature in cursive script, appearing to read "William G. Walters".

William G. Walters
Sheriff of Huntingdon County

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

CIT FINANCIAL USA, f/k/a	:	NO. 2002-1353
NEWCOURT FINANCIAL USA, INC. for	:	
itself and as assignee of THE CIT GROUP/	:	
SALES FINANCING, INC.,	:	
Plaintiff	:	
	:	
vs.	:	
	:	
RAYSTOWN BOAT EXCHANGE, INC.,	:	
WILLIAM L. WOOMER and	:	
LONNIE WOOMER,	:	
Defendants	:	

PROPERTY CLAIM

TO: The Sheriff:

1. The property listed below and levied upon in this case is not the property of Defendants, Raystown Boat Exchange, Inc. and/or William L. Woomer, either or both, but is the property of the undersigned. A list of the claimed property and the values thereof are as follows:

- a. Suzuki Quad Runner.

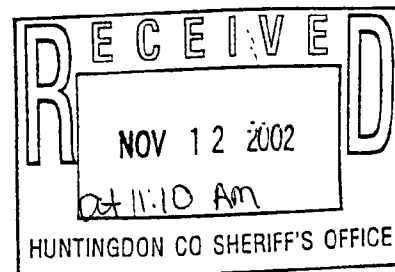


EXHIBIT. 5...



SHERIFF'S OFFICE

HUNTINGDON COUNTY, PENNSYLVANIA

WILLIAM G. WALTERS, Sheriff

Court of Common Please of Huntingdon County

CIT Financial USA Inc.,
plaintiff

(vs)

Raystown Boat Exchange Inc et al
Woomer William L et al,
Defendant

Case No. 2002-01353


FILED
2002 APR 21 A 10:40
JUDICIAL CLERK
HUNTINGDON CO. PA

Sheriff's Determination of Ownership

Claimant: John Wiser
Claimed Property: Harley Davidson Motorcycle, Vin #CMJ2143606, License #GSG18

After a hearing on this matter I have determined the following items of personal property are owned by the claimant, none. The remaining items levied upon by the Sheriff's Office are owned by the defendant, Raystown Boat Exchange Inc et al, Woomer William L et al.

Claimant did not appear for the property claim hearing. The evaluation was not provided by the claimant.


William G. Walters
Sheriff of Huntingdon County

241 Mifflin Street • Huntingdon, PA 16652
Telephone: 814-643-0880 • Fax: 814-643-8191

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

CIT FINANCIAL USA, f/k/a	:	NO. 2002-1353
NEWCOURT FINANCIAL USA, INC. for	:	
itself and as assignee of THE CIT GROUP/	:	
SALES FINANCING, INC.,	:	
Plaintiff	:	
vs.	:	
RAYSTOWN BOAT EXCHANGE, INC.,	:	
WILLIAM L. WOOMER and	:	
LONNIE WOOMER,	:	
Defendants	:	

PROPERTY CLAIM

TO: The Sheriff:

1. The property listed below and levied upon in this case is not the property of Defendants, Raystown Boat Exchange, Inc. and/or William L. Woomer, either or both, but is the property of the undersigned. A list of the claimed property and the values thereof are as follows:

- a. Harley Davidson Motorcycle, Vin #CJM2143606, License #GSG18.

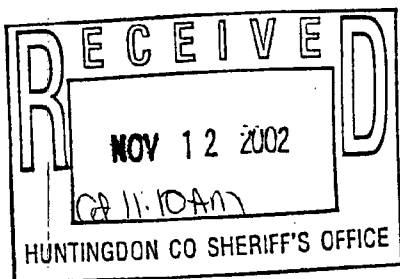


EXHIBIT. 4...

2. The Claimant obtained title to the property as follows:

The aforesaid property is owned individually by Claimant.

By:

John D. Wiser

John Wiser/Claimant

Date: November 15, 2002



SHERIFF'S OFFICE

HUNTINGDON COUNTY, PENNSYLVANIA

WILLIAM G. WALTERS, Sheriff

Court of Common Pleas of Huntingdon County

CIT Financial USA Inc.,
plaintiff

Case No. 2002-01353

(vs)

Raystown Boat Exchange Inc et al
Woomer William L et al,
Defendant

PROthonotary/CLERK
HUNTINGDON CO., PA

2003 APR 21 A 10:41

FILED

Sheriff's Determination of Ownership

Claimant: Dale W. Woomer
Claimed Property: see attached Property Claim

After a hearing on this matter I have determined the following items of personal property are owned by the claimant, none. The remaining items levied upon by the Sheriff's Office are owned by the defendant, Raystown Boat Exchange Inc et al, Woomer William L et al.

Claimant stated that the property which subject of this property claim was pledged as collateral for a loan to his son, William L. Woomer, which loan remains unpaid. The evaluation was not provided by the claimant.



William G. Walters
Sheriff of Huntingdon County

EXHIBIT. 7..

241 Mifflin Street • Huntingdon, PA 16652
Telephone: 814-643-0880 • Fax: 814-643-8191

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

CIT FINANCIAL USA, f/k/a : NO. 2002-1353
NEWCOURT FINANCIAL USA, INC. for :
itself and as assignee of THE CIT GROUP/ :
SALES FINANCING, INC., :
Plaintiff :

vs. :

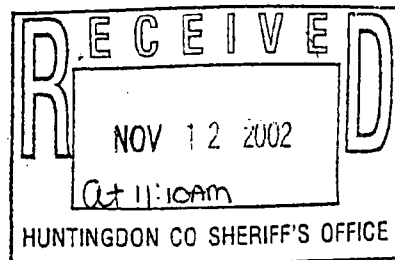
RAYSTOWN BOAT EXCHANGE, INC., :
WILLIAM L. WOOMER and :
LONNIE WOOMER, :
Defendants :

PROPERTY CLAIM

TO: The Sheriff:

1. The property listed below and levied upon in this case is not the property of Defendants, Raystown Boat Exchange, Inc. and/or William L. Woomer, either or both, but is the property of the undersigned. A list of the claimed property and the values thereof are as follows:

- a. Rotunda Arbor Press;
- b. Rip-Pack 2000 in case;
- c. Avis Impact Wrench;
- d. Makita Electric Drill;
- e. Air Chisel;
- f. Skil Jig Saw;
- g. Dewalt Polisher/Buffer;
- h. Firepower FP120 Mig Welder;



- i. Oxy-Acetylene Torch;
- j. Allied Floor Jack;
- k. Napa Battery Charger, Model 85-6500;
- l. Oil Extractor, Serial #980165CC;
- m. Four (4) Yardarm Jacks;
- n. Walker 2-ton Floor Jack;
- o. Dewalt Cordless Drill - 14.4 Volt with extra Battery;
- p. 2-Drawer Gray File Cabinet;
- q. Two (2) Small Wooden Desks;
- r. Two (2) Red Chairs (with 2 arms);
- s. Two (2) Televisions (Emerson & Zenith);
- t. Wooden Couch with flower design;
- u. Gray/Blue Desk;
- v. 2-Drawer Black File Cabinet;
- w. Black Office Chair;
- x. Blue Office Chair (with 2 arms);
- y. Brown Office Chair (with 2 arms);
- z. Two (2) Ranch Chairs (with no arms);
- aa. 8-Drawer Brown Cabinet;
- bb. 2-Drawer Light Gray File Cabinet;
- cc. Acer Computer/Monitor;
- dd. Two (2) Metal 2-Drawer File Cabinets;
- ee. CFM Texas Instrument Omni 800;
- ff. 3-Drawer File Cabinet;
- gg. Two (2) 4-Door Files Cabinets;
- hh. Two (2) 4-Door Gray File Cabinets;

ii. Gateway 2000 Monitor;
jj. 4-Door Tan Cabinet;
kk. Premio Computer/Monitor;
ll. 2-Door Gray File Cabinet;
mm. Cannon Copier;
nn. Gold Award Slot Machine;
oo. Table Desk;
pp. Wall Unit;
qq. Brown Office Chair (with 1 arm);
rr. Black Office Chair (with 2 arms);
ss. Light Brown Chair (with 2 arms);
tt. Yellow Chair (with 2 arms);
uu. Wooden Chair with flower design;
vv. Gray Office Chair (with 1 arm);
ww. Two (2) Blue Chairs (with no arms);
xx. Brown Office Chair (with 2 arms);
yy. Kenmore Gas Grill with extra cylinder;
zz. Wooden Picnic Table with 1 Bench & 2 Benches with back;
aaa. Brown Wooden Table;
bbb. Gray Fold-up Table;
ccc. Black Metal Stand;
ddd. Brown Computer Desk with side;
eee. Gray Table;
fff. Brown Apartment Size Refrigerator;
ggg. Soft touch Water Cooler;
hhh. Mustang Skid Steer 940, Model 120-32824/MFG-Austoft. Inc.;

iii. EZ-Go Golfcart with roof – gray-white seats;

jjj. Ferguson Tractor #TE53516 – red/gray.

2. The Claimant obtained title to the property as follows:

The aforesaid property is owned individually by Claimant.

By: Dale W. Woomer
Dale W. Woomer/Claimant

Date: November 18, 2002



SHERIFF'S OFFICE

HUNTINGDON COUNTY, PENNSYLVANIA

WILLIAM G. WALTERS, Sheriff

Court of Common Please of Huntingdon County

C I T Financial USA Inc.,
plaintiff

(vs)

Case No. 2002-01353

Raystown Boat Exchange Inc et al
Woomer William L et al,
Defendant

FILED
200 APR 21 A 10:38
PROthonary/Clerk
HUNTINGDON CO., PA

Sheriff's Determination of Ownership

Claimant: Aaron Patterson
Claimed Property: Craftsman Rolling Tool Chest – Red with assorted Hand Tools

After a hearing on this matter I have determined the following items of personal property are owned by the claimant, none. The remaining items levied upon by the Sheriff's Office are owned by the defendant, Raystown Boat Exchange Inc et al, Woomer William L et al.

Claimant did not appear for the property claim hearing. The evaluation was not provided by the claimant.

William G. Walters
William G. Walters
Sheriff of Huntingdon County

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

CIT FINANCIAL USA, f/k/a	:	NO. 2002-1353
NEWCOURT FINANCIAL USA, INC. for	:	
itself and as assignee of THE CIT GROUP/	:	
SALES FINANCING, INC.,	:	
Plaintiff	:	
	:	
vs.	:	
	:	
RAYSTOWN BOAT EXCHANGE, INC.,	:	
WILLIAM L. WOOMER and	:	
LONNIE WOOMER,	:	
Defendants	:	

PROPERTY CLAIM

TO: The Sheriff:

1. The property listed below and levied upon in this case is not the property of Defendants, Raystown Boat Exchange, Inc. and/or William L. Woomer, either or both, but is the property of the undersigned. A list of the claimed property and the values thereof are as follows:

- a. Craftsman Rolling Tool Chest – Black with assorted Hand Tools.

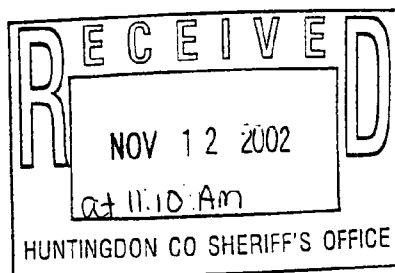
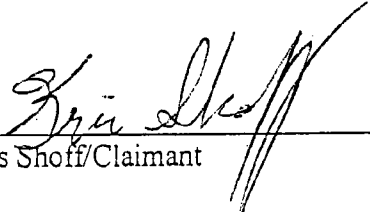


EXHIBIT. 2..

2. The Claimant obtained title to the property as follows:

The aforesaid property is owned individually by Claimant.

By:

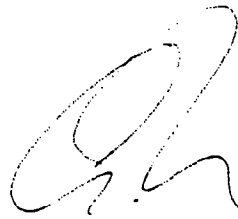

Kris Shoff/Claimant

Date: November 11, 2002

CERTIFICATE OF SERVICE

A certified, true and correct copy of the foregoing Property Claim was served on Charles E. Bobinis, Esquire, by sending same by first class, postage prepaid mail on November 12, 2002, to the following address:

Charles E. Bobinis, Esquire
Bernstein Law Firm, P.C.
1133 Penn Avenue
Pittsburgh, PA 15222



Charles A. Bierbach



SHERIFF'S OFFICE

HUNTINGDON COUNTY, PENNSYLVANIA

WILLIAM G. WALTERS, Sheriff

Court of Common Please of Huntingdon County

C I T Financial USA Inc.,
plaintiff

Case No. 2002-01353

(vs)

Raystown Boat Exchange Inc et al
Woomer William L et al,
Defendant

PROthonotary/CLERK
HUNTINGDON CO., PA
2002 APR 21 A 10:40

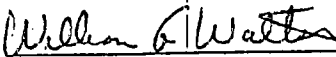
FILED

Sheriff's Determination of Ownership

Claimant: Lonnie Woomer
Claimed Property: see attached Property Claim

After a hearing on this matter I have determined the following items of personal property are owned by the claimant, items (a) through and including (x). The remaining items levied upon by the Sheriff's Office are owned by the defendant, Raystown Boat Exchange Inc et al, Woomer William L et al.

Claimant did not produce a title for vehicle, item y., 1965 white Mustang, Vin #5F08A711153. The evaluation was not provided by the claimant.


William G. Walters
Sheriff of Huntingdon County

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

CIT FINANCIAL USA, f/k/a : NO. 2002-1353
NEW COURT FINANCIAL USA, INC. for :
itself and as assignee of THE CIT GROUP/ :
SALES FINANCING, INC., :
Plaintiff :
vs. :
RAYSTOWN BOAT EXCHANGE, INC., :
WILLIAM L. WOOMER and :
LONNIE WOOMER, :
Defendants :

PROPERTY CLAIM

TO: The Sheriff:

1. The property listed below and levied upon in this case is not the property of Defendants, Raystown Boat Exchange, Inc. and/or William L. Woomer, either or both, but is the property of the undersigned. A list of the claimed property and the values thereof are as follows:

- a. Wooden Table with two (2) Benches;
- b. Gas Grill (Patio/Kitchen);
- c. Two (2) Wooden Rocking Chairs;
- d. One Brown Chair with Footstool;
- e. One Wooden Cabinet;
- f. One Brown Stand;
- g. One Brown Sofa and Loveseat;
- h. One Deacon's Bench;
- i. End Table;

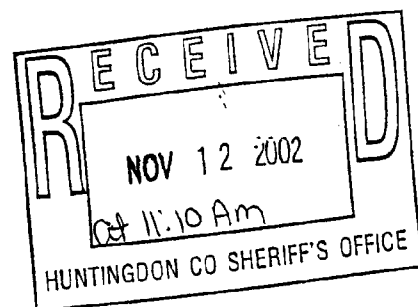


EXHIBIT. 1...

- j. Singer Sewing Machine;
- k. York Piano;
- l. Dehumidifier;
- m. Table with four (4) Chairs;
- n. Brown Sofa;
- o. Two (2) Rockers;
- p. Compaq Computer, Printer & Monitor;
- q. Samsung TV and Stand;
- r. Chinchilla Cages & Stands;
- s. Bunk Bed
- t. Two (2) Dressers;
- u. Two Brown Armoires;
- v. Artifacts & Antiques;
- w. Washer & Dryer;
- x. Refrigerator; and
- y. 55 White Mustang

2. The Claimant obtained title to the property as follows:

All of the aforesaid property is either owned individually, or as a tenant by the entireties with the Defendant, William L. Woomer.

By: Lonnie A. Woomer
Lonnie Woomer/Claimant

Date: November 18, 2002

CERTIFICATE OF SERVICE

A certified, true and correct copy of the foregoing Property Claim was served on Charles E. Bobinis, Esquire, by sending same by first class, postage prepaid mail on November 12, 2002, to the following address:

Charles E. Bobinis, Esquire
Bernstein Law Firm, P.C.
1133 Penn Avenue
Pittsburgh, PA 15222



Charles A. Bierbach

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

CIT FINANCIAL USA, f/k/a	:	NO. 2002-1353
NEWCOURT FINANCIAL USA, INC. for	:	
itself and as assignee of THE CIT GROUP/	:	
SALES FINANCING, INC.,	:	
Plaintiff	:	
	:	
vs.	:	
	:	
RAYSTOWN BOAT EXCHANGE, INC.,	:	
WILLIAM L. WOOMER and	:	
LONNIE WOOMER,	:	
Defendants	:	

SHERIFF'S NOTICE

TO: The Plaintiff, Defendants, and All Other Parties in Interest:

You are hereby notified that a Property Claim, a copy of which is attached, has been filed by Lonnie Woomer, claiming the property listed therein. Unless an Appraisal of the property is requested within ten (10) days from the date of this Notice, the Sheriff, without making an Appraisal, will accept the value of the property, as set forth in the claim, and make an appropriate determination.

Sheriff

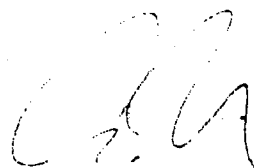
Date: _____, 2002

By: _____
Deputy

CERTIFICATE OF SERVICE

A certified, true and correct copy of the foregoing Property Claim was served on Charles E. Bobinis, Esquire, by sending same by first class, postage prepaid mail on November 12, 2002, to the following address:

Charles E. Bobinis, Esquire
Bernstein Law Firm, P.C.
1133 Penn Avenue
Pittsburgh, PA 15222



Charles A. Bierbach



SHERIFF'S OFFICE

HUNTINGDON COUNTY, PENNSYLVANIA

WILLIAM G. WALTERS, Sheriff

Court of Common Pleas of Huntingdon County

C I T Financial USA Inc.,
plaintiff

Case No. 2002-01353

(vs)

Raystown Boat Exchange Inc et al
Woomer William L et al,
Defendant

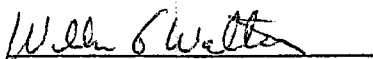
FILED
2003 APR 21 A 10:40
PROthonary Clerk
HUNTINGDON CO., PA

Sheriff's Determination of Ownership

Claimant: William Strong
Claimed Property: Matco Angle Die Grinder; and Matco 3" Metal Cutter

After a hearing on this matter I have determined the following items of personal property are owned by the claimant, none. The remaining items levied upon by the Sheriff's Office are owned by the defendant, Raystown Boat Exchange Inc et al, Woomer William L et al.

Claimant was unaware of the property he was claiming. The evaluation was not provided by the claimant.


William G. Walters
Sheriff of Huntingdon County

COPY

COLLATERAL MORTGAGE

THIS MORTGAGE is made this 25th day of January, 2002, between CIT Financial USA, Inc. ("Mortgagee") and William L. Woomer (hereinafter called "Mortgagor"). As used herein, the term "Mortgagor" refers individually and collectively to all Mortgagors, and all such persons shall be jointly and severally bound by the terms hereof.

WHEREAS, Mortgagor is indebted to Mortgagee pursuant to his July 1, 1998 Guaranty and his April 20, 1999 Guaranty of the obligations of Raystown Boat Exchange, Inc. to Mortgagee pursuant to the CIT/Dealer Financing Program Agreement and Addendum dated May 29, 1998 and a Floor Plan Financing and Security Agreement, Stock Program Addendum and Pre-Sold Program Addendum dated July 1, 1998, as amended by a July 28, 1999 Stock Program Addendum and Pre-Sold Program Addendum (collectively, the July 1998 Financing Agreement), and

WHEREAS, Mortgagor is further indebted to Mortgagee pursuant to his September 29, 1999 Guaranty of the obligations of Raystown Boat Exchange, Inc. to Mortgagee pursuant to a Security Agreement dated September 27, 1999 in favor of Newcourt Financial USA, Inc. (the "September 1999 Financing Agreement"), and

WHEREAS, Mortgagor has entered into a Conditional Forbearance Agreement with Mortgagee (the July 1, 1999 Guaranty, the April 20, 1999 Guaranty, the September 1999 Guaranty, the July 1998 Financing Agreement, the September 1999 Financing Agreement, and the Conditional Forbearance Agreement are collectively herein, the "Financing Agreement" and all sums due or to become due under the Financing Agreement and any amendments, modifications or substitutions thereof are herein the "Indebtedness"); and

WHEREAS, contemporaneous with the granting of this Mortgage, Mortgagor has agreed to grant Mortgagee a mortgage in certain tracts of land owned by Mortgagor in Perry County, Pennsylvania commonly known as 215 S. Carlisle Street, Rd 2, Box 3, New Bloomfield PA 17068; and

WHEREAS, in consideration of the mutual promises between Mortgagor and Mortgagee and the restructure of the Indebtedness and forbearance from action against Mortgagor and Raystown Boat Exchange, Inc, which are provided for in the Conditional Forbearance Agreement and given as part of a commercial workout and other consideration, the receipt and sufficiency of which hereby is mutually acknowledged.

TO SECURE the payment of all sums due or which may become due under and any and all extensions, modifications and renewals thereof in whole or in part of the Financing Agreement, as well as to secure Mortgagor's performance under this Mortgage and all other Mortgages between the Mortgagor and the Mortgagee, and in consideration of the premises, Mortgagor by these presents, intending to be legally bound, does grant, bargain, sell and convey unto Mortgagee, its successors and assigns, all that certain tracts of land situate in Huntingdon County, Pennsylvania, and more particularly described in Exhibit "A", attached hereto and made a part hereof;

JANET E. HANES
RECORDER OF DEEDS

FEB 7 1 31 PM '02

ENTERED
HUNTINGDON COUNTY
PENNSYLVANIA

EXHIBIT II

HUNTINGDON COUNTYJAMES CREEK

ALL that certain piece or parcel of property lying, situate, and being in the Township of Lincoln, County of Huntingdon, and Commonwealth of Pennsylvania, more specifically bound and described as follows:

PARCEL NO. 1:

BEGINNING at a point in the center line of Legislative Route No. 46; thence through an iron pin at edge of right of way along remaining lands of J. Robert Kauffman and Dollie L. Kauffman North forty-five degrees thirty-eight (38) minutes West two hundred forty-nine (249.00) feet to an iron pin; thence continuing along same North five (5) degrees nine (09) minutes West two hundred ninety-nine and ninety two hundredths (299.92) feet to an iron pin; thence continuing along same North forty-four (44) degrees twenty-two (22) minutes East forty (40.0) feet to an iron pin; thence continuing along same through an iron pin at edge of right of way of aforementioned Legislative Route No. 46 South forty-five (45) degrees thirty-eight hundredths (477.08) feet to a point in center line of said highway; thence following said center line South forty-four (44) degrees twenty-two (22) minutes West two hundred forty and twenty-one hundredths (240.21) feet to a point and place of beginning. Containing 2.08 acres, all of which more fully appears on a Draft as prepared by Raymond D. Morningstar.

BEING the same parcel of property conveyed to Leonard A. Price and Marie E. Price, husband and wife, by deed of J. Robert Kauffman and Dollie L. Kauffman, husband and wife, dated November 8, 1974 and recorded in the office of the Huntingdon County Recorder of Deeds on December 9, 1974 in Deed Book 122, Page 625. Marie E. Price, having died on February 13, 1987, this property vested by operation of law to Leonard A. Price.

SUBJECT to the following restriction and limitations which shall be considered as covenants running with the land and shall bind the Grantees, their heirs, executors and administrators and all future assigns of said premises:

1. No trailers or mobile homes, tents, shacks, basements or unfinished homes shall be used as a place of habitation.
2. No outdoor toilets or cesspools shall be constructed on this lot.
3. Buildings erected on this lot must be set back at least thirty (30) feet from all adjoining property lines and right of way lines.
4. No livestock or animals of any kind, except cats or dogs shall be kept on this lot.
5. Fuel tanks, if located outside the buildings, must be placed underground.
6. No garbage or trash dumps shall be established on this lot.
7. Lot shall not be subdivided.
8. Parked vehicles not having current inspection stickers shall not be kept on this lot.
9. No gift or antique retail shop shall be erected on said lot.

Perry County - Document Stamp

David I. Magee, Recorder

Date 02/07/2002 Time 09:50:09 1 of 6 Pages

No: 2002-00043494 GEN Book 1471 Page 184

COLLATERAL MORTGAGE

14634

THIS MORTGAGE is made this 29th day of January, 2002, between CIT Financial USA, Inc. ("Mortgagee") and William L. Woomer (hereinafter called "Mortgagor"). As used herein, the term "Mortgagor" refers individually and collectively to all Mortgagors, and all such persons shall be jointly and severally bound by the terms hereof.

WHEREAS, Mortgagor is indebted to Mortgagee pursuant to his July 1, 1998 Guaranty and his April 20, 1999 Guaranty of the obligations of Raystown Boat Exchange, Inc. to Mortgagee pursuant to the CIT/Dealer Financing Program Agreement and Addendum dated May 29, 1998 and a Floor Plan Financing and Security Agreement, Stock Program Addendum and Pre-Sold Program Addendum dated July 1, 1998, as amended by a July 28, 1999 Stock Program Addendum and Pre-Sold Program Addendum (collectively, the July 1998 Financing Agreement), and

WHEREAS, Mortgagor is further indebted to Mortgagee pursuant to his September 29, 1999 Guaranty of the obligations of Raystown Boat Exchange, Inc. to Mortgagee pursuant to a Security Agreement dated September 27, 1999 in favor of Newcourt Financial USA, Inc. (the "September 1999 Financing Agreement"), and

WHEREAS, Mortgagor has entered into a Conditional Forbearance Agreement with Mortgagee (the July 1, 1999 Guaranty, the April 20, 1999 Guaranty, the September 1999 Guaranty, the July 1998 Financing Agreement, the September 1999 Financing Agreement, and the Conditional Forbearance Agreement are collectively herein, the "Financing Agreement" and all sums due or to become due under the Financing Agreement and any amendments, modifications or substitutions thereof are herein the "Indebtedness"); and

WHEREAS, contemporaneous with the granting of this Mortgage, Mortgagor has agreed to grant Mortgagee a mortgage in certain tracts of land owned by Mortgagor in Huntingdon County, Pennsylvania commonly known as RB Exchange Property, Rt 26 @ Rt 994, Entriken, PA, Huntingdon County, Lincoln Township, Parcels, 24-05-04.2, 3, 4 AND 5; and

WHEREAS, in consideration of the mutual promises between Mortgagor and Mortgagee and the restructure of the Indebtedness and forbearance from action against Mortgagor and Raystown Boat Exchange, Inc, which are provided for in the Conditional Forbearance Agreement and given as part of a commercial workout and other consideration, the receipt and sufficiency of which hereby is mutually acknowledged.

TO SECURE the payment of all sums due or which may become due under and any and all extensions, modifications and renewals thereof in whole or in part of the Financing Agreement, as well as to secure Mortgagor's performance under this Mortgage and all other Mortgages between the Mortgagor and the Mortgagee, and in consideration of the premises, Mortgagor by these presents, intending to be legally bound, does grant, bargain, sell and convey unto Mortgagee, its successors and assigns, all that certain tracts of land situate in Perry County, Pennsylvania, and more particularly described in Exhibit "A", attached hereto and made a part hereof;

EXHIBIT 12

TOGETHER WITH ALL buildings and improvements erected thereon, the privileges and appurtenances thereunto belonging, and the reversions and remainders, rents, issues and profits thereof (hereinafter collectively called the "Mortgaged Property");

TO HAVE AND TO HOLD same unto the said Mortgagee, its successors or assigns, FOREVER.

PROVIDED, HOWEVER, upon payment in full of the Indebtedness, the estate hereby granted shall be discharged.

MORTGAGOR represents, warrants, covenants, and agrees that:

FIRST: Mortgagor will keep and perform all the covenants and agreements contained herein.

SECOND: In the event that Mortgagor by sale, assignment, or other transfer (other than as a result of Mortgagor's death or incompetence), voluntarily or by operation of law, causes or permits legal or equitable title to the Mortgaged Property or any part thereof to become vested in any other person or entity without the prior express written consent of Mortgagee, the entire balance of the Indebtedness shall, without demand, at the option of Mortgagee become due and payable forthwith.

THIRD: Mortgagor warrants generally title to the Mortgaged Property. Mortgagor further warrants that the Mortgaged Property is held and shall continue to be held free and clear of all liens, claims and encumbrances except as otherwise expressly permitted by Mortgagee.

FOURTH: Mortgagor shall keep the Mortgaged Property in good repair, excepting only reasonable wear and tear. Mortgagor will permit Mortgagee's authorized representatives to enter upon the Mortgaged Property at any reasonable time for the purpose of inspecting the condition of the Mortgaged Property. Mortgagor will not permit removal or demolition of improvements now or hereafter erected on the Mortgaged Property without the written consent of Mortgagee, which shall not be unreasonably withheld, nor will Mortgagor permit waste of the Mortgaged Property or alteration of improvements now or hereafter erected on the Mortgaged Property which would adversely affect its market value as reasonably determined by Mortgagee.

FIFTH: If the Indebtedness, or any part thereof, is not paid when due; or in the event of breach of any warranty, covenant, or agreement contained herein; or in the event that any representation or warranty contained herein is or becomes false or misleading; or if an Event of Default occurs under the terms of the Financing Agreement, or if an Event of Default occurs under the terms of any mortgage or other lien instrument creating an encumbrance on the Mortgaged Property, or if an Event of Default occurs under the terms of any other mortgage between Mortgagor and Mortgagee or other lien instrument creating an encumbrance on any real property mortgaged thereunder, then Mortgagee may, in addition to exercising any rights which Mortgagee may have under the terms of the Financing Agreement, or otherwise provided by law, foreclose upon the Mortgaged Property by appropriate legal proceedings and sell the Mortgaged Property for the collection of the Indebtedness. Mortgagor hereby forever waives and releases all errors in the said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.


SIXTH: The rights and remedies of Mortgagee as provided herein, or by law or otherwise provided for, shall be cumulative and may be pursued singly, concurrently, or successively at Mortgagee's sole discretion, and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

SEVENTH: The covenants, conditions and agreements contained herein shall bind the heirs, personal representatives, successors and assigns of Mortgagor, and the rights and privileges contained herein shall inure to the successors or assigns of Mortgagee.

EIGHTH: The formal and essential validity hereof shall be governed in all respects by the laws of Pennsylvania. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been a part of it.

WITNESS the due execution and sealing hereof the day and year first above written.

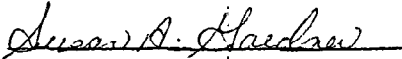
WITNESS:


William L. Woomer (SEAL)

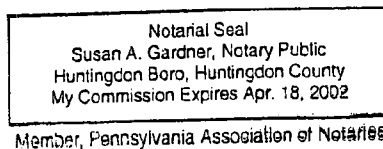
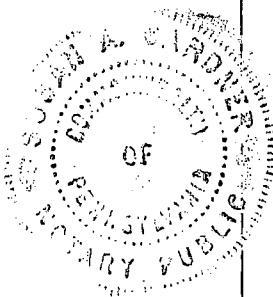
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ~~PERRY~~ *Huntingdon*)

On the 29th day of January, 2002, before me personally came William L. Woomer, who, being duly sworn, do acknowledge that he did sign the foregoing instrument, and that the same is true free act and deed. In testimony whereof, I have hereunto subscribed my name.

My Commission expires:



Notary Public



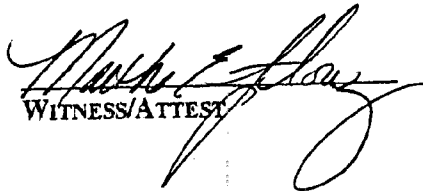
Date 02/07/2002 Time 09:50:09 4 of 6 Pg
No: 2002-00043494 GEN Book 1471 Page 197

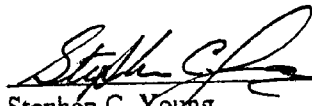
CERTIFICATE OF RESIDENCE OF MORTGAGEE

I, the undersigned, do hereby certify that the precise residence of the Mortgagee within named is:

CIT Financial USA, Inc.
9900 West 109th Street
Suite 400
Overland Park, KS 66210

CIT FINANCIAL USA, INC.
f/k/a NEWCOURT FINANCIAL USA, INC.
for itself and as assignee of
THE CIT GROUP/SALES FINANCING, INC.


WITNESS/ATTEST

BY:  (SEAL)
Stephen C. Young,
Senior Vice President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF PERRY)

Recorded in the Offices of the Recorder of Deeds in and for Perry County on the _____ day of
_____, 2002, in Mortgage Book Volume _____, page _____.

Recorder

EXHIBIT ADate 02/07/2002 Time 09:50:09 5 of 6 Pg
No: 2002-00043494 GEN Book 1471 Page 188PERRY COUNTY

ALL THAT CERTAIN tract of land situate in Bloomfield Borough, Perry County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Eastern side of Carlisle Street at lands now or formerly of Mrs. B.F. Keller; thence along lands now or formerly of Mrs. B.F. Keller North $71 \frac{1}{4}$ deg. East, a distance of 203 feet to an iron pin; thence along lands now or formerly of the School House Lot and lands now or formerly of Harry Keller South $14 \frac{1}{4}$ deg. East, a distance of 66.5 feet to an iron pin; thence along lands now or formerly of Harry Keller north $75 \frac{3}{4}$ deg. East, a distance of 179 feet to an iron pin; thence along same South $14 \frac{1}{4}$ deg. East, a distance of 76 feet to an iron pin; thence along same North $80 \frac{1}{4}$ deg. East, a distance of 112 feet to a point; thence along lands now or formerly of Snyder & Seeds South $81 \frac{1}{4}$ deg. East, a distance of 248 feet to a point; thence along same south $74 \frac{1}{4}$ deg. East, a distance of 220 feet to a point in the center of Barnett Road; thence along the center line of Barnett Road South $20 \frac{3}{4}$ deg. East, a distance of 82 feet to a point; thence along lands now or formerly of the Borough of Bloomfield North $71 \frac{3}{4}$ deg. West, a distance of 271 feet to appoint; thence along same North 85 deg. West, a distance of 205 feet to appoint; thence along same South $86 \frac{1}{2}$ deg. West, a distance of 77 feet to a point; thence along same South $78 \frac{1}{2}$ deg. West, a distance of 85 feet to appoint; thence along same South $71 \frac{1}{2}$ deg. West, a distance of 50.5 feet to an iron pin; thence along lands now or formerly of Edgar L. Dyson & Wm. S. Morrow South $73 \frac{1}{2}$ deg. West, a distance of 70.25 feet to an iron pin; thence along same North $19 \frac{3}{4}$ deg. West, a distance of 33.5 feet to a point; thence along same South $72 \frac{1}{2}$ deg. West, a distance of 201.25 feet to a point at the Eastern side of Carlisle Street, thence along the Eastern side of Carlisle Street North $20 \frac{1}{2}$ deg. West a distance of 175 feet to the place of BEGINNING. CONTAINING 2 acres and 60 perches and having thereon erected a one-store building.

EXCEPTING from the above described property, that tract of land conveyed by DWM Motors, Inc., to Bloomfield Municipal Authority by deed dated June 15, 1965 and recorded in Perry County Deed Book 185, page 11.

BEING THE SAME PREMISES which William L. Woomer and Leslie K. Woomer, his wife, by their deed dated October 29, 1987 and recorded in the Office of the Recorder of Deeds in and for Perry County, Pennsylvania on December 21, 1987 in Record Book 477, page 79, granted and conveyed unto Marvin W. Mikel and Catherine S. Mikel, his wife, the Grantors herein.

AND

ALL THAT CERTAIN piece, parcel and tract of land situate in Bloomfield Borough, Perry County, Pennsylvania, more particularly bounded and described as follows to wit:

BEGINNING at a post of the southwest corner of land now or formerly being the high school or grade school lot of Bloomfield Borough; thence by said lot North $71 \frac{1}{2}$ degrees east, a distance of 288 feet to an iron pin; thence by lands now or formerly of Hampton, Snyder and Seeds south 12 degrees east, a distance of 160 feet to a post at lands now or formerly of the S. R. & W. Railroad Company; thence by lands now or formerly of said Railroad Company south 85 degrees west, a distance of 100 feet to a post;

thence by lands now or formerly of Magee and Umholz North 12 degrees west, a distance of 76 feet to a post; thence by same south 71 ½ degrees west, a distance of 188 feet to a post at the east side of a north and south borough alley if extended; thence by the extension of the extended line of said alley north 16 degrees west, a distance of 51 ½ feet to a post; the place of BEGINNING. CONTAINING 27,768 square feet and having erected thereon a metal implement shed.

BEING THE SAME PREMISES which Harold M. Greaney and L. Virginia Greaney, his wife by their deed dated March 8, 1988 and recorded in the office of the Recorder of Deeds in and for Perry County, Pennsylvania on March 8, 1988 in Record Book 484, page 123, granted and conveyed unto Marvin W. Mikel and Catherine S. Mikel, his wife, the Grantors herein.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of said grantors, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described with the buildings and improvements thereon erected, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, to and for the proper use and behoof of said Grantee, his heirs and assigns, forever.

AND the said Grantors, their heirs, executors and administrators do covenant, promise and agree, to and with the said Grantee, his heirs and assigns, by these presents, that the said Grantors and their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with appurtenances, unto the said Grantee, his heirs and assigns, against the said Grantors and their heirs, and against all and every person and persons whosever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will SPECIALLY WARRANT and forever DEFEND.

DEC 09 2002

William A. Shaw
Prothonotary

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CIT FINANCIAL USA, INC. f/k/a
NEW COURT FINANCIAL USA, INC. for
itself and as assignee of THE CIT GROUP/
SALES FINANCING, INC.,

Plaintiff,

No. 2002-1901-CD

vs.

RAYSTOWN BOAT EXCHANGE, INC.,
WILLIAM L. WOOMER and
LONNIE WOOMER,

PRAECIPE TO FILE JUDGMENT ROLL
AS TO WILLIAM L. WOOMER ONLY

Defendants.

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF THIS PARTY:

CHARLES E. BOBINIS, ESQUIRE
PA I.D. #30665
Bernstein Law Firm, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

DIRECT DIAL: (412) 456-8102

BERNSTEIN FILE NO. G0009612

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

CIT Financial USA, Inc., f/k/a
New Court Financial USA, Inc., for itself &
assign
The CIT Group/Sales Financing, Inc.
Plaintiff(s)

No.: 2002-01901-CD

Real Debt: \$1,116,792.37

Atty's Comm:

Vs.

Costs: \$

Int. From:

Raystown Boat Exchange, Inc.
William L. Woomer
Lonnie Woomer
Defendant(s)

Entry: \$20.00

JUDGMENT ENTERED AGAINST

Instrument: Judgment Roll from U.S. District
Court, M.D.

WILLIAM L. WOOMER, ONLY

Date of Entry: December 9, 2002

Expires: December 9, 2007

Certified from the record this December 9, 2002



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

Pro-Search, Inc. P.O. Box 749 Allentown, Pa 18105 (610) 439-0561 (800) 344-3935 Fax (610) 820-3722

CUSTOMER : Bernstein Lawfirm, PC
Name as ordered : Woomer, William

Client Order Number : G0009612

Ordered by: Cheryl
Cover Date : 12/2/2002

Date Ordered : 12/12/2002
Cost Center :

Order Number : 150607
Search Name : full current

Address Ordered : deed 1926-395
Municipality : Saney
County : Clearfield State : PA

Record Owner : Woomer, William, an adult individual
Address : Lots 402 and 401 Section 17
Address : Treasure Lake Subdivision
Municipality : Sandy Township
County : Clearfield State : PA

Date of Deed : 3/31/1998 Recorded Date : 4/24/1998
Deed Book & Page : 1926-395 Consideration : \$600.00
Former Owner : John P. Gorman & Beatrice M. h/w

Parcel Number : see remarks

Assessed Value : \$1,275.00 Common Level Ratio : 4.95 Equalized Value \$6,311.25

Through : ****

MORTGAGES

None

JUDGMENTS

None

FEDERAL LIENS

None

UCC RECORDER

None

SUITS

None

Remarks : domestic relations not searched// assessment above is total of both
lots, parcel 128.0-C01-017-00402-00-21, assessed at \$675.00,
****delinquent taxes due for 2001 354.93 and parcel 128.0-C01-017-
00401-00-21, assessed at \$600.00, **** delinquent taxes due for
2001 \$354.93

**** Thank You for choosing Pro-Search, Inc. ****

VOL 1926 PAGE 395

COUNTY PARCEL NO. 128-C1-17-402-21 and 128-C1-17-403-21

N.T.S.

THIS DEED

MADE the 31 day of March in the year nineteen hundred and ninety-eight (1998)

BETWEEN JOHN P. GORMAN and BEATRICE M. GORMAN, husband and wife, whose address is 157 Clairmont Avenue, Pittsburgh, Pennsylvania 15229, parties of the first part, hereinafter referred to as "grantors";

AND

WILLIAM WOOMER, an adult individual, whose address is P.O. Box 500, James Creek, Pennsylvania 16657, party of the second part, hereinafter referred to as "grantee".

WITNESSETH, that for and in consideration of the sum of Six Hundred Dollars (\$600.00), in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, his heirs, successors and assigns, forever,

ALL those certain tracts of land designated as Lot No. 402 and Lot No. 401, Section No. 17 in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:30 PM 4-21-98
BY John Shute
FEE 1.00
Karon L. Smith, Recorder

VOL 1926 PAGE 396

BEING the same premises which Richard B. Clark and Marion G. Clark, husband and wife, granted and conveyed to John P. Gorman and Beatrice M. Gorman, under a deed dated September 27, 1982 which is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania in Deeds and Records Book 863, Page 262.

NOTICE

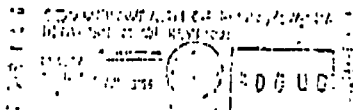
In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1968", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations 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:


William Wooner

This 31st day of March, 1998


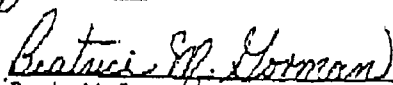
THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY 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. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)



VOL 1926 PAGE 397

AND the said grantors will GENERALLY WARRANT AND FOREVER DEFEND the property hereby granted and conveyed.

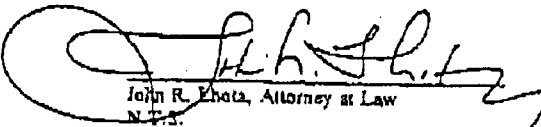
IN WITNESS WHEREOF, said grantors have herunto set their hands and seals, the day and year first above written.


John P. Gorman

Beatrice M. Gorman

Certificate of Residence

I hereby certify that the precise residence of the grantee herein is as follows:

Mr. William Woerner
P.O. Box 500
James Creek, PA 16657


John R. Rhota, Attorney at Law
N.Y.S.

DEWETS AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX
AMOUNT \$ 6.00
PAID 4-24-78 EUGEN L. STARKX
Date Agent

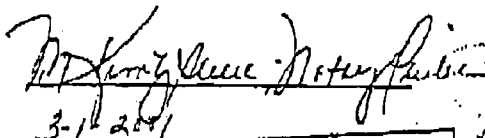
VOL 1926 PAGE 398

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ALLEGHENY : SS

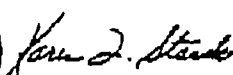
On this, the 3rd day of March, 1998, before me, a notary public, the undersigned officer, personally appeared JOHN P. GORMAN and BEATRICE M. GORMAN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the attached and/or foregoing deed, who acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires:


3-1-2001

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Recorder of Deeds

Entered of Record 4-24-98 3:30 PM Karen L. Starck, Recorder

Pro-Search, Inc. P.O. Box 749 Allentown, Pa 18105 (610) 439-0561 (800) 344-3935 Fax (610) 820-3722

CUSTOMER : Bernstein Lawfirm, PC
Name as ordered : Woomer, William

Client Order Number : G0009612

Ordered by: Cheryl
Cover Date : 12/2/2002

Date Ordered : 12/12/2002
Cost Center :

Order Number : 150610
Search Name : full current

Address Ordered : deed 1926-389
Municipality : Sandy
County : Clearfield

State : PA

Record Owner : Woomer, William, an adult individual
Address : Lot 209 Sect 13A "Montego"
Address : Treasure Lake Subdivision
Municipality : Sandy Township
County : Clearfield

State : PA

Date of Deed : 3/20/1998
Deed Book & Page : 1926-389
Former Owner : Joseph C. Debenedetto & Dorothy G. h/w

Recorded Date : 4/24/1998
Consideration : \$200.00

Parcel Number : 128.0-D02-13A-00209-00-21

Assessed Value : \$900.00

Common Level Ratio : 4.95

Equalized Value \$4,455.00

Real Estate Taxes Due \$386.18 Through : 2001

MORTGAGES

None

JUDGMENTS

None

FEDERAL LIENS

None

UCC RECORDER

None

SUITS

None

Remarks : domestic relations not searched

**** Thank You for choosing Pro-Search, Inc. ****

CLEARFIELD COUNTY Parcel No: 128-DZ-13A-709-21

VOL 1926 PAGE 389
NTS

ENTERED OF RECORD

TIME 3:27 PM 4/04/98

BY John L. Stark

PER T. L. Stark

THIS DEED

MADE the 20th day of March in the year nineteen hundred and ninety-eight (1998)

BETWEEN JOSEPH C. DEBENEDETTO and DOROTHY G. DEBENEDETTO, husband and wife, whose address is 6532 Ventura Drive, Pittsburgh, Pennsylvania 15236, parties of the first part, hereinafter referred to as "grantors";

A N D

WILLIAM WOOMER, an adult individual, whose address is P.O. Box 500, James Creek, Pennsylvania 16657, party of the second part, hereinafter referred to as "grantee";

WITNESSETH, that in consideration of Two Hundred Dollars (\$200.00), in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, his heirs, successors and assigns, forever,

ALL that certain tract of Land designated as Lot No. 209, Section No. 13A "Montego" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Recreation Land Corporation or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of the owner and/or operator of any recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against grantee, his heirs, administrators, executors, successors and assigns for the use and/or maintenance of any such facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

VOL 1926 P. 390

BEING the same premises which Recreation Land Corporation granted and conveyed to Joseph C. Debenedetto and Dorothy G. Debenedetto, husband and wife, grantors herein, under a deed dated September 7, 1981 which is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania in Deed Book 821, Page 424.

NOTICE

In accordance with the provisions of "The Blountsburg Mine Subsidence and Land Conservation Act of 1960", 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:

X William Upmeyer

This 23rd day of March, 1998

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. (This Notice is set forth pursuant to Act No. 755, approved September 10, 1965, as amended.)

AND the said grantors will GENERALLY WARRANT AND FOREVER DEFEND the property hereby granted and conveyed.

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

Signed in the presence of

Joseph C. Debenedetto
Dorothy G. Debenedetto

Joseph C. Debenedetto
 Joseph C. Debenedetto
Dorothy G. Debenedetto
 Dorothy G. Debenedetto

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
JAN 18 2003
REC 2.00

Certificate of Residence

Vol 1926 PAGE 291

I hereby certify that the precise residence of the grantee herein is as follows: P.O. Box 500, James Crack, PA 16637

John R. Khata
John R. Khata, Attorney at Law

NTS

STATE OF PENNSYLVANIA

SS

COUNTY OF ALLEGHENY

On this, the 20th day of March, 1998, before me, a notary public, the undersigned officer, personally appeared Joseph G. Debenadette and Dorothy G. Debenadette, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires:

Maureen Whitham
Notary Public

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

BEANS & CO. SCHOOL DISTRICT
1% REALTY TAX RETURN TAX

AMOUNT \$ 2.00

PAY *4-24-98* KAREN L. STARCK
Clearfield County

Entered of Record 4-24 1998 : 376 Karen L. Starck, Recorder

Pro-Search, Inc. P.O. Box 749 Allentown, Pa 18105 (610) 439-0561 (800) 344-3935 Fax (610) 820-3722

CUSTOMER : Bernstein Lawfirm, PC
Name as ordered : Woomer, William

Client Order Number : G0009612

Ordered by: Cheryl

Date Ordered : 12/12/2002

Order Number : 150608

Cover Date : 12/2/2002

Cost Center :

Search Name : full current

Address Ordered : deed 1926-392

Municipality : Saney

County : Clearfield

State : PA

Record Owner : Woomer, William, an adult individual

Address Lot 192 Section 14 "Baiti"

Address Treasure Lake Subdivision

Municipality : Sandy Township

County : Clearfield

State : PA

Date of Deed : 3/24/1998

Recorded Date : 4/24/1998

Deed Book & Page : 1926-392

Consideration : \$100.00

Former Owner : Fred R. Martin & Karen E. h/w

Parcel Number : 128.0-C02-14-00192-00-21

Assessed Value : \$650.00

Common Level Ratio : 4.95

Equalized Value \$3,217.50

Real Estate Taxes Due \$375.81 Through : 2001

MORTGAGES

None

JUDGMENTS

None

FEDERAL LIENS

None

UCC RECORDER

None

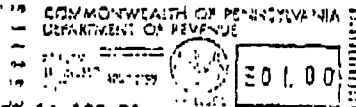
SUITS

None

Remarks : domestic relations not searched

**** Thank You for choosing Pro-Search, Inc. ****

VOL 1926 PAGE 392



County Parcel No: 128-CZ-14-192-21

THIS DEED

MADE the 24th day of March in the year nineteen hundred and ninety-eight (1998)

BETWEEN FRED R. MARTIN and KAREN E. MARTIN, husband and wife, whose address is 357 Bonnie Brook Road, Butler, Pennsylvania 16001 parties of the first part, hereinafter referred to as "grantors";

A N D

WILLIAM WOONER, an adult individual, whose address is P.O. Box 500, James Creek, Pennsylvania 15657, party of the second part, hereinafter referred to as "grantee".

WITNESSETH, that in consideration of One Hundred Dollars (\$100.00), in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, his heirs, successors and assigns, forever,

ALL that certain tract of land designated as Lot No. 192, Section No. 14 "Balti" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Recreation Land Corporation or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of the owner and/or operator of any recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against grantee, his heirs, administrators, executors, successors and assigns for the use and/or maintenance of any such facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

PAVING AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$

PAID 44-24-58 KAREN L. STARCH

Date

Agent

VOL 1926 PAGE 393

BEING the same premises which Recreation Land Corporation granted and conveyed to Fred R. Martin and Karen E. Martin, husband and wife, grantors herein, under a deed dated December 11, 1980 which is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania in Deed Book 812, Page 489.

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 provided by the word "notice" printed in twenty-four point type.

Witness:

[Signature]
William V. Vetter

This 24th day of March, 1998

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. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

AND the said grantors will GENERALLY WARRANT AND FOREVER DEFEND the property hereby granted and conveyed.

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

Signed in the presence of

[Signature]
Edward P. Martin

[Signature]
Fred R. Martin
[Signature]
Karen E. Martin

VOL 1926 PAGE 394

Certificate of Residence

I hereby certify that the precise residence of the grantee herein is as follows: P.O. Box 500, James Creek, PA 16637

John J. Lhotka
John J. Lhotka, Attorney at Law

STATE OF PENNSYLVANIA

SS

COUNTY OF BUTLER

On this, the 24TH day of March, 1998, before me, a notary public, the undersigned officer, personally appeared Fred R. Martin and Karen E. Martin, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires:

Carol L. Thompson
Notary Public

Notarial Seal
Carol L. Thompson, Notary Public
Butler, Pa. My Commission Expires Dec. 31, 2000
Member, Pennsylvania Association of Notaries



Hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:28 PM 4-24-98
BY *Karen L. Starck*
PRES
Karen L. Starck, Recorder



Karen L. Starck
Karen L. Starck
Recorder of Deeds

Entered of Record 4-24-1998 3:28 PM Karen L. Starck, Recorder

Pro-Search, Inc. P.O. Box 749 Allentown, Pa 18105 (610) 439-0561 (800) 344-3935 Fax (610) 820-3722

CUSTOMER : Bernstein Lawfirm, PC
Name as ordered : Woomer, William

Client Order Number : G0009612

Ordered by: Cheryl
Cover Date : 12/2/2002

Date Ordered : 12/12/2002
Cost Center :

Order Number : 150609
Search Name : full current

Address Ordered : deed 1926-480

Municipality : Sandy
County : Clearfield

State : PA

Record Owner : Woomer, William, an adult individual
Address : Lot 616 Section 14C "Haiti"
Address : Treasure Lake Subdivision
Municipality : Sandy Township
County : Clearfield

State : PA

Date of Deed : 3/25/1998
Deed Book & Page : 1926-480
Former Owner : Joseph Gagliardi, a widower

Recorded Date : 4/27/1998
Consideration : \$200.00

Parcel Number : 128.02-C02-14C-00616-00-2

Assessed Value : \$675.00

Common Level Ratio : 4.95

Equalized Value \$3,341.25

Real Estate Taxes Due \$386.18 Through : 2001

MORTGAGES

None

JUDGMENTS

None

FEDERAL LIENS

None

UCC RECORDER

None

SUITS

None

Remarks : domestic relations not searched

**** Thank You for choosing Pro-Search, Inc. ****

VOL 1926 PAGE 480

County Parcel No: 128-C2-14C-616-21

N2E

THIS DEED

MADE the 25th day of March in the year nineteen hundred and ninety-eight (1998)

BETWEEN JOSEPH GAGLIARDI, a widower, whose address is 521 Tolly Parkway No. 489, Broadview Heights, Ohio 44147 party of the first part, hereinafter referred to as "grantor";

A N D

WILLIAM WOONER, an adult individual, whose address is P.O. Box 500, James Creek, Pennsylvania 16657, party of the second part, hereinafter referred to as "grantee".

WITNESSETH, that in consideration of Two Hundred Dollars (\$200.00), in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee, his heirs, successors and assigns, forever,

ALL that certain tract of land designated as Lot No. 616, Section No. 14C "Haite" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 23. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises which Treasure Lake, Inc. granted and conveyed to Joseph Gagliardi and Lucy T. Gagliardi, his wife, under a deed dated July 6, 1970 which is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania in Deed Book 626, Page 37. The aforesaid Lucy T. Gagliardi died on December 14, 1993, as evidenced by the document which is attached to this deed as Exhibit A hereto,

CLEARFIELD COUNTY
OFFICE OF RECORDER

FILED 1/4/98 4-27-98

BY John A. Storch

REC'D 1/5/98

John A. Storch, Recorder

DEC 09 2002

William A. Shaw
Prothonotary

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CIT FINANCIAL USA, INC. f/k/a
NEW COURT FINANCIAL USA, INC. for
itself and as assignee of THE CIT GROUP/
SALES FINANCING, INC.,

Plaintiff,

vs.

RAYSTOWN BOAT EXCHANGE, INC.,
WILLIAM L. WOOMER and
LONNIE WOOMER,

Defendants.

No. 2002-1901-CO

PRAECIPE TO FILE JUDGMENT ROLL
AS TO WILLIAM L. WOOMER ONLY

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF THIS PARTY:

CHARLES E. BOBINIS, ESQUIRE
PA I.D. #30665
Bernstein Law Firm, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

DIRECT DIAL: (412) 456-8102

BERNSTEIN FILE NO. G0009612

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

CIT Financial USA, Inc., f/k/a
New Court Financial USA, Inc., for itself &
assign
The CIT Group/Sales Financing, Inc.
Plaintiff(s)

No.: 2002-01901-CD

Real Debt: \$1,116,792.37

Atty's Comm:

Vs.

Costs: \$

Int. From:

Raystown Boat Exchange, Inc.
William L. Woomer
Lonnie Woomer
Defendant(s)

Entry: \$20.00

JUDGMENT ENTERED AGAINST
WILLIAM L. WOOMER, ONLY

Instrument: Judgment Roll from U.S. District
Court, M.D.

Date of Entry: December 9, 2002

Expires: December 9, 2007

Certified from the record this December 9, 2002



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

Pro-Search, Inc. P.O. Box 749 Allentown, Pa 18105 (610) 439-0561 (800) 344-3935 Fax (610) 820-3722

CUSTOMER : Bernstein Lawfirm, PC
Name as ordered : Woomer, William

Client Order Number : G0009612

Ordered by: Cheryl

Date Ordered : 12/12/2002

Order Number : 150607

Cover Date : 12/2/2002

Cost Center :

Search Name : full current

Address Ordered : deed 1926-395

Municipality : Saney

County : Clearfield

State : PA

Record Owner : Woomer, William, an adult individual

Address Lots 402 and 401 Section 17

Address Treasure Lake Subdivision

Municipality : Sandy Township

County : Clearfield

State : PA

Date of Deed : 3/31/1998

Recorded Date : 4/24/1998

Deed Book & Page : 1926-395

Consideration : \$600.00

Former Owner : John P. Gorman & Beatrice M. h/w

Parcel Number : see remarks

Assessed Value : \$1,275.00

Common Level Ratio : 4.95

Equalized Value \$6,311.25

Through : ****

MORTGAGES

None

JUDGMENTS

None

FEDERAL LIENS

None

UCC RECORDER

None

SUITS

None

Remarks :

domestic relations not searched// assessment above is total of both
lots, parcel 128.0-C01-017-00402-00-21, assessed at \$675.00,
****delinquent taxes due for 2001 354.93 and parcel 128.0-C01-017-
00401-00-21, assessed at \$600.00, **** delinquent taxes due for
2001 \$354.93

**** Thank You for choosing Pro-Search, Inc. ****

VOL 1926 PAGE 385

COUNTY PARCEL NO. 128-C1-17-402-21 and 128-C1-17-403-21

N.T.S.

THIS DEED

MADE the 31 day of March in the year nineteen hundred and ninety-eight (1998)

BETWEEN JOHN P. GORMAN and BEATRICE M. GORMAN, husband and wife, whose address is 157 Clairmont Avenue, Pittsburgh, Pennsylvania 15229, parties of the first part, hereinafter referred to as "grantors";

AND

WILLIAM WOORMER, an adult individual, whose address is P.O. Box 500, James Creek, Pennsylvania 16657, party of the second part, hereinafter referred to as "grantee".

WITNESSETH, that for and in consideration of the sum of Six Hundred Dollars (\$600.00), in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, his heirs, successors and assigns, forever,

ALL those certain tracts of land designated as Lot No. 402 and Lot No. 401, Section No. 17 in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

CLEARFIELD COUNTY
ENTERED OF RECORD
THE 31 day of March 1998
BY John Woormer
FEE 10.00
Karen L. Shrock, Recorder

VOL 1926 PAGE 396

BEING the same premises which Richard E. Clark and Marion G. Clark, husband and wife, granted and conveyed to John P. Gorman and Beatrice M. Gorman, under a deed dated September 27, 1982 which is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania in Deeds and Records Book 863, Page 262.

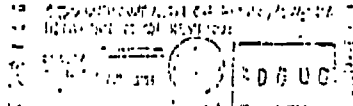
NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1968", 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:


William WoodardThis 31st day of March, 1998

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. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)



VOL 1926 PAGE 397

AND the said grantors will GENERALLY WARRANT AND FOREVER DEFEND the property hereby granted and conveyed.

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

John P. Gorman
John P. Gorman

Beatrice M. Gorman
Beatrice M. Gorman

Certificate of Residence

I hereby certify that the precise residence of the grantee herein is as follows:

Mr. William Woerner
P.O. Box 500
James Creek, PA 16657

John R. Zonta
John R. Zonta, Attorney at Law
N.J.

DIWOTS AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX
AMOUNT \$ 6.00
PAID 4-24-78 EUGEN L. STABER
Date Agent

VOL 1926 PAGE 398

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF ALLEGHENY

:

On this, the 3rd day of March, 1998, before me, a notary public, the undersigned officer, personally appeared JOHN P. GORMAN and BEATRICE M. GORMAN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the attached and/or foregoing deed, who acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires:

M. Kimberly Seibel, Notary Public
3-1-2001

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.

Notary Seal
M. Kimberly Seibel, Notary Public
West View Bldg., Allegheny County
My Commission Expires March 1, 2001
Member, Pennsylvania Association of Notaries



Karen L. Starck
Karen L. Starck
Recorder of Deeds

Entered of Record 4-24-1998-330 Karen L. Starck, Recorder

Pro-Search, Inc. P.O. Box 749 Allentown, Pa 18105 (610) 439-0561 (800) 344-3935 Fax (610) 820-3722

CUSTOMER : Bernstein Lawfirm, PC
Name as ordered : Woomer, William

Client Order Number : G0009612

Ordered by: Cheryl
Cover Date : 12/2/2002

Date Ordered : 12/12/2002
Cost Center :

Order Number : 150610
Search Name : full current

Address Ordered : deed 1926-389
Municipality : Sandy
County : Clearfield State : PA

Record Owner : Woomer, William, an adult individual
Address : Lot 209 Sect 13A "Montego"
Address : Treasure Lake Subdivision
Municipality : Sandy Township
County : Clearfield State : PA

Date of Deed : 3/20/1998 Recorded Date : 4/24/1998
Deed Book & Page : 1926-389 Consideration : \$200.00
Former Owner : Joseph C. Debenedetto & Dorothy G. h/w

Parcel Number : 128.0-D02-13A-00209-00-21
Assessed Value : \$900.00 Common Level Ratio : 4.95 Equalized Value \$4,455.00

Real Estate Taxes Due \$386.18 Through : 2001

MORTGAGES

None

JUDGMENTS

None

FEDERAL LIENS

None

UCC RECORDER

None

SUITS

None

Remarks : domestic relations not searched
**** Thank You for choosing Pro-Search, Inc. ****

CLEARFIELD COUNTY Parcel No: 128-D2-11A-209-21

Vol 1926 Page 389
NTS

ENTERED OF RECORD

TIME 3:37 PM 4-4-98

BY John H. Hulse

PER 13.80

THIS DEED

Korin L. Stuck, Recorder MADE the 20th day of March in the year nineteen hundred and ninety-eight (1998)

BETWEEN JOSEPH C. DEBENEDETTO and DOROTAY G. DEBENEDETTO, husband and wife, whose address is 6532 Ventura Drive, Pittsburgh, Pennsylvania 15236, parties of the first part, hereinafter referred to as "grantors";

AND

WILLIAM WOOMEY, an adult individual, whose address is P.O. Box 500, James Creek, Pennsylvania 16657, party of the second part, hereinafter referred to as "grantee";

WITNESSETH, that in consideration of Two Hundred Dollars (\$200.00), in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, his heirs, successors and assigns, forever,

ALL that certain tract of land designated as Lot No. 209, Section No. 13A "Montego" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Recreation Land Corporation or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of the owner and/or operator of any recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against grantee, his heirs, administrators, executors, successors and assigns for the use and/or maintenance of any such facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

VOL 1926 P. 390

BEING the same premises which Recreation Land Corporation granted and conveyed to Joseph C. Debenadetto and Dorothy G. Debenadetto, husband and wife, grantors herein, under a deed dated September 7, 1981 which is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania in Deed Book 821, Page 424.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1960", 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:

X William Updegraff

This 23rd day of March, 1998

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. (This Notice is set forth pursuant to Act No. 755, approved September 10, 1965, as amended.)

AND the said grantors will GENERALLY WARRANT AND FOREVER DEFEND the property hereby granted and conveyed.

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

Signed in the presence of

[Signature]
[Signature]

Joseph C. Debenadetto
Joseph C. Debenadetto

Dorothy G. Debenadetto
Dorothy G. Debenadetto

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
JAN 20 2003
REG 2.00

Certificate of Residence

VOL 1926 PAGE 391

I hereby certify that the precise residence of the grantee herein is as follows: P.O. Box 500, James Creek, PA 16637

John R. Lhota
John R. Lhota, Attorney at Law

NTS

STATE OF PENNSYLVANIA

SS

COUNTY OF ALLEGHENY

On this, the 20 day of March, 1998, before me, a notary public, the undersigned officer, personally appeared Joseph G. Debonadette and Dorothy G. Debonadette, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires:

Maureen M. Smith
Notary Public

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

DEEDS & CO. SCHOOL DISTRICT
1% REALTY TAX MEDIA TAX

AMOUNT \$ 2.00

PAY TO: *Karen L. Starck*
Date: *4-24-98*

Entered of Record 4-24-1998 : 376 Karen L. Starck, Recorder

Pro-Search, Inc. P.O. Box 749 Allentown, Pa 18105 (610) 439-0561 (800) 344-3935 Fax (610) 820-3722

CUSTOMER : Bernstein Lawfirm, PC
Name as ordered : Woomer, William

Client Order Number : G0009612

Ordered by: Cheryl
Cover Date : 12/2/2002

Date Ordered : 12/12/2002
Cost Center :

Order Number : 150608
Search Name : full current

Address Ordered : deed 1926-392

Municipality : Saney
County : Clearfield

State : PA

Record Owner : Woomer, William, an adult individual
Address : Lot 192 Section 14 "Bait"
Address : Treasure Lake Subdivision
Municipality : Sandy Township
County : Clearfield

State : PA

Date of Deed : 3/24/1998
Deed Book & Page : 1926-392
Former Owner : Fred R. Martin & Karen E. h/w

Recorded Date : 4/24/1998
Consideration : \$100.00

Parcel Number : 128.0-C02-14-00192-00-21

Assessed Value : \$650.00

Common Level Ratio : 4.95

Equalized Value \$3,217.50

Real Estate Taxes Due \$375.81 Through : 2001

MORTGAGES

None

JUDGMENTS

None

FEDERAL LIENS

None

UCC RECORDER

None

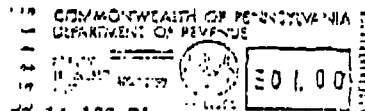
SUITS

None

Remarks : domestic relations not searched

**** Thank You for choosing Pro-Search, Inc. ****

VOL 1926 PAGE 392



County Parcel No: 128-02-14-192-21

THIS DEED

MADE the 24th day of March in the year nineteen hundred and ninety-eight (1998)

BETWEEN FRED R. MARTIN and KAREN E. MARTIN, husband and wife, whose address is 557 Bonnie Brook Road, Butler, Pennsylvania 16001 parties of the first part, hereinafter referred to as "grantors";

AND

WILLIAM WOOMER, an adult individual, whose address is P.O. Box 500, James Creek, Pennsylvania 16657, party of the second part, hereinafter referred to as "grantee".

WITNESSETH, that in consideration of One Hundred Dollars (\$100.00), in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, his heirs, successors and assigns, forever,

All that certain tract of land designated as Lot No. 192, Section No. 14 "Balti" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Recreation Land Corporation or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of the owner and/or operator of any recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against grantee, his heirs, administrators, executors, successors and assigns for the use and/or maintenance of any such facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

PAID AREA SCHOOL DISTRICT

1% REALTY TRANSFER TAX

AMOUNT \$ 1.00
PAID 11-24-98 KAREN L. STARCH
Date Agent

VOL 1926 PAGE 393.

BEING the same premises which Recreation Land Corporation granted and conveyed to Fred R. Martin and Karen E. Martin, husband and wife, grantors herein, under a deed dated December 11, 1980 which is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania in Deed Book 812, Page 489.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantor/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 con-
trasting with that in the deed proper and is printed in twelve point type provided by the word "notice" printed in twenty-four point type.

Witness:

[Signature]
William Wagner

This 24th day of March, 1998

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. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

AND the said grantors will GENERALLY WARRANT AND FOREVER DEFEND the property hereby granted and conveyed.

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

Signed in the presence of

[Signature]
Edward P. Martin

[Signature]
Fred R. Martin
[Signature]
Karen E. Martin

VOL 1926 PAGE 394

Certificate of Residence

I hereby certify that the precise residence of the grantee herein is as follows: P.O. Box 500, James Creek, PA 16657

John P. Lhota
John P. Lhota, Attorney at Law

STATE OF PENNSYLVANIA

SS

COUNTY OF BUTLER

On this, the 20th day of March, 1998, before me, a notary public, the undersigned officer, personally appeared Fred K. Martin and Karen E. Martin, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires:

Karen L. Starck
Notary Public

Notarial Seal
Karen L. Starck, Notary Public
Butler, Pa. County
My Commission Expires Oct. 31, 2000
Member, Pennsylvania Association of Notaries

Hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:28 PM 4-24-98
BY *Karen L. Starck*
FEES \$5.00
Karen L. Starck, Recorder



Karen L. Starck
Karen L. Starck
Recorder of Deeds

Entered of Record 4-24 1998 3:28p Karen L. Starck, Recorder

Pro-Search, Inc. P.O. Box 749 Allentown, Pa 18105 (610) 439-0561 (800) 344-3935 Fax (610) 820-3722

CUSTOMER : Bernstein Lawfirm, PC
Name as ordered : Woomer, William

Client Order Number : G0009612

Ordered by: Cheryl
Cover Date : 12/2/2002

Date Ordered : 12/12/2002
Cost Center :

Order Number : 150609
Search Name : full current

Address Ordered : deed 1926-480

Municipality : Sandy
County : Clearfield

State : PA

Record Owner : Woomer, William, an adult individual
Address : Lot 616 Section 14C "Haiti"
Address : Treasure Lake Subdivision
Municipality : Sandy Township
County : Clearfield State : PA

Date of Deed : 3/25/1998 Recorded Date : 4/27/1998
Deed Book & Page : 1926-480 Consideration : \$200.00
Former Owner : Joseph Gagliardi, a widower

Parcel Number : 128.02-C02-14C-00616-00-2

Assessed Value : \$675.00 Common Level Ratio : 4.95 Equalized Value \$3,341.25

Real Estate Taxes Due \$386.18 Through : 2001

MORTGAGES

None

JUDGMENTS

None

FEDERAL LIENS

None

UCC RECORDER

None

SUITS

None

Remarks : domestic relations not searched
**** Thank You for choosing Pro-Search, Inc. ****

VOL 1926 PAGE 480

County Parcel No: 128-CJ-14C-616-21

N25

THIS DEED

MADE the 25th day of March in the year nineteen hundred and ninety-eight (1998)

BETWEEN JOSEPH GAGLIARDI, a widower, whose address is 521 Tellis Parkway No. 489, Broadview Heights, Ohio 44147 party of the first part, hereinafter referred to as "grantor";

A N D

WILLIAM WOOMER, an adult individual, whose address is P.O. Box 508, James Creek, Pennsylvania 16657, party of the second part, hereinafter referred to as "grantee".

WITNESSETH, that in consideration of Two Hundred Dollars (\$200.00), in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee, his heirs, successors and assigns, forever,

ALL that certain tract of land designated as Lot No. 616, Section No. 14C "Haiti" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 29. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises which Treasure Lake, Inc. granted and conveyed to Joseph Gagliardi and Lucy T. Gagliardi, his wife, under a deed dated July 6, 1970 which is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania in Deed Book 626, Page 37. The aforesaid Lucy T. Gagliardi died on December 14, 1993, as evidenced by the document which is attached to this deed as Exhibit A hereto,

CLEARFIELD COUNTY

OFFICE OF RECORDS

FILED 11:46 a.m. 4-27-98

BY John Chubb

NOTARY Public

Wesley L. Storch, Recorder

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

CIT FINANCIAL USA, INC. f/k/a
NEW COURT FINANCIAL USA, INC. for
itself and as assignee of THE CIT GROUP/
SALES FINANCING, INC.,

Plaintiff,

vs.

Civil Action No. 2002-1901-CD

RAYSTOWN BOAT EXCHANGE, INC.,
WILLIAM L. WOOMER and
LONNIE WOOMER,

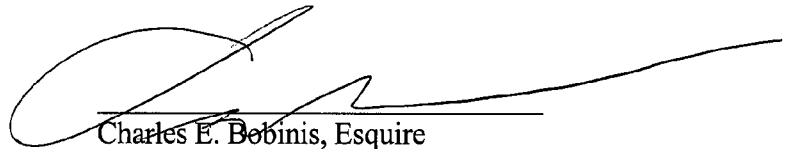
Defendants.

CERTIFICATE OF SERVICE

I, Charles E. Bobinis, Esquire, hereby certify that a true and correct copy of the NOTICE OF ORDER GRANTING RELIEF FROM STAY AGAINST WILLIAM L. WOOMER ONLY was served on the following parties by regular U.S. Mail, postage prepaid, this 5th day of May, 2004, addressed as follows:

Charles A. Bierbach, Esquire
Bierbach, McDowell, McMinn & Zanic
113 4th Avenue
Huntingdon, PA 16652

Lawrence G. Frank, Esquire
2023 North Second Street
Harrisburg, PA 17102



Charles E. Bobinis, Esquire