

03-374-CD  
NORTHERN CENTRAL PA. REGIONAL PLANNING AND DEVELOPMENT  
COMM. VS. SUPERIOR MACHINING, INC., ETAL.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION

Plaintiff,

No. 03-374-CD

vs.

SUPERIOR MACHINING, INC., f/k/a  
TRU-DIE AND TOOL OF DUBOIS, INC.;  
and DAVID J. AIELLO,

Defendants.

PRAECIPE TO TRANSFER JUDGMENT

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. G0030384

*2 sets  
amounts of  
Defendants*

**FILED**

MAR 17 2003

*William A. Shaw  
Prothonotary*

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

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION

Plaintiff,

vs.

Civil Action No.

SUPERIOR MACHINING, INC., f/k/a  
TRU-DIE AND TOOL OF DUBOIS, INC.;  
and DAVID J. AIELLO,

Defendants.

**PRAECIPE TO TRANSFER JUDGMENT**

Prothonotary:

Please transfer the within Judgment entered in The Court of Common Pleas of Jefferson County, Pennsylvania, known as No. 119-2003-CD, and index it against the Defendants above named, as follows:

1. On Count I against Superior Machining, Inc. f/k/a Tru-Die and Tool of DuBois, Inc., in the amount of \$55,049.96, plus costs and interest at the contractual rate of 4.5% per annum from January 30, 2003; and
2. On Count II against David J. Aiello in the amount of \$52,051.23, plus costs and interest at the contractual rate of 4.5% per annum from and after January 30, 2003.

Jefferson County costs to follow Judgment.

BERNSTEIN LAW FIRM, P.C.

By: \_\_\_\_\_  
Charles E. Bobinis, Esquire  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8102

We certify that the correct address of the Plaintiff is:

c/o Bernstein Law Firm, P.C., Suite 2200 Gulf Tower, Pittsburgh, PA 15219

And the correct known address of Defendants are:

Superior Machining, Inc. f/k/a Tru-Die and Tool of DuBois, Inc., 317 Aspen Way, DuBois, PA 15801 and  
David J. Aiello, 1115 Treasure Lake, DuBois, PA 15801

In the Court of Common Pleas of Jefferson County, Pennsylvania

OFFICE OF THE PROTHONOTARY

NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING,

AND DEVELOPMENT COMMISSION, :  
\_\_\_\_\_  
Plaintiffs

No. 119 - 2003 C.D.

vs.

SUOERIOR MACHINING, INC., fka TRU DIE AND TOOL OF DUBOIS, INC.,

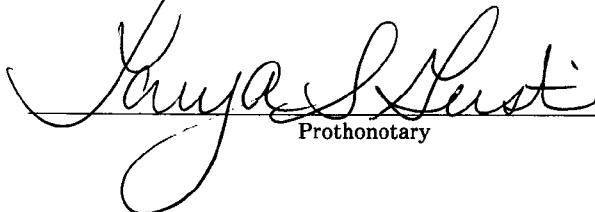
DAVID J. AIELLO, :  
\_\_\_\_\_  
Defendant

I, Tonya S. Geist, CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT PROTHONOTARY OF THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY, PENNSYLVANIA, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE, CORRECT AND FULL COPY OF THE DOCKET ENTRIES IN THE ABOVE CAPTIONED CASE:

computer printout of documents attached

I FURTHER CERTIFY THAT JUDGMENT WAS ENTERED IN FAVOR OF Plaintiff  
AND AGAINST Defendants ON THE 18th of February 2003 IN THE  
ABOVE CAPTIONED CASE IN THE AMOUNT OF \$ 55,049.96 Superior Machining inc fna Tru-Die & Tool of  
52,051.23 David J. Aiello Dubois

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF THE SAID COURT, ON THE thirteenth DAY OF March 2003

  
\_\_\_\_\_  
Tonya S. Geist  
Prothonotary

No. 119 - 2003 C.D.

NORTH CENTRAL PENNSYLVANIA REGIONAL

PLANNING AND DEVELOPMENT COMMISSION,  
Plaintiff

vs

SUPERIOR MACHINING, INC., f/k/a TRU DIE AND TOOL OF DUBOIS, INC.,

DAVID J. AIELLO,

**Verification of Docket  
Entries and Judgment**

JUDGMENT - - - - - \$ 55,049.96 Superior Machining, Inc., f/k/a Tru-Die  
52,051.23 David Aiello

Interest from - - - - - \$ \_\_\_\_\_

Jefferson County Costs - - \$ 27.50

This Record - - - - - \$ 15.00

Charles E. Bobinis, Esquire  
Attorney for Plaintiff

Civil Case Inquiry

2003-C0119 NORTH CENTRAL PA REGIONAL PLAN (vs) SUPERIOR MACHIN . . . IN: ETAL

Reference No...:	Filed....:	2/19/2003
Case Type....:	Time....:	4:08
Judgment.....:	Execution:	0/00/0000
Judge Assigned:	Jury Trial:	
Disposed Desc.:	Disposed D:	0/00/0000
----- Case Comments -----	Higher Crt:	
	Higher Crt:	

\*\*\*\*\* General Index \*\*\*\*\*

\*\*\*\*\* Attorney Info. \*\*\*\*\*

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING/DEVE COMSS  
651 MONTMORENCI AVENUE  
RIDGEWAY PA 15853

PLAINTIFF

BOBINIS, CHARLES E.

SUPERIOR MACHINING INC F/K/A DEFENDANT  
TRU DIE & TOOL OF DUBOIS INC  
317 ASPEN WAY  
DUBOIS PA 15801

DEFENDANT

AIELLO DAVID J DEFENDANT  
115 TREASURE LAKE  
DUBOIS PA 15801

Judgment Index

Amount Date Desc

SUPERIOR MACHINING INC F/K/A	55,049.96	2/18/2003	CONFESION
TRU DIE & TOOL OF DUBOIS INC			
AIELLO DAVID J	52,051.23	2/18/2003	CONFESION

\*\*\*\*\* \* Date Entries \*\*\*\*\*

2/18/2003	----- FIRST ENTRY -----		
	COMPLAINT AND CONFESION OF JUDGMENT FLD BY CHARLES BOBINIS, ESQ.		
	C/CVR SHEET RTND. C/TO DEFT.		
	R404 F1221-1224		
2/18/2003	-----		
	CONFESION OF JUDGMENT		
	\$55 049.96 SUPERIOR MACHINING, INC. F/K/A TRU-DIE AND TOOL OF		
	DUBOIS, INC.		
	\$52051.23 DAVID J. AIELLO		
	FLD BY CHARLES BOBINIS, ESQ.		
	C/TO BOTH DEFENDANTS. DS.		
	R404 F1225-1240		
2/18/2003	-----		
	CERTIFICATE OF ADDRESS FLD BY CHARLES BOBINIS, ESQ.		
	C/TO EACH DEFT. DS.		
	R404 F1241		
2/18/2003	-----		
	JUDGMENT ENTERED AGAINST DEFENDANTS:		
	SUPERIOR MACHINING INC F/K/A TRU-DIE AND TOOL OF DUBOIS INC.		
	\$55 049.96		
	DAVID J. AIELLO:		
	52 051.23		
	NTC TO DEFT 3/4/03 DS.		
	R404 F1244-1245		
	----- LAST ENTRY -----		

\*\*\*\*\* Escrow Information \*\*\*\*\*

Beg Bal Pymts/Adj End Bal

JUDG COMP CONFE	17.00	17.00	.00
JUDG CONFES TAX	.50	.50	.00
JUDG CONFES JCP	10.00	10.00	.00
	-----	-----	-----
	27.50	27.50	.00

\*\*\*\*\* End of Case Information \*\*\*\*\*

RECEIPT FOR PAYMENT  
=====

Jefferson County  
200 Main Street  
County Courthouse  
Brookville PA 15825

Receipt Date 3/12/2003  
Receipt Time 14:35:15  
Receipt No. 110966

NORTH CENTRAL PA REGIONAL PLAN (VS) SUPERIOR MACHINING INC ETAL

Case Number 2003-00119

Received of BERNSTEIN LAW FIRM  
CHARLES BOBBINS, ESQ DJS

Total Check... + 15.00 Check No. 88904  
Total Cash.... + .00  
Change..... - .00

Receipt total. = 15.00

----- Distribution Of Payment -----

Transaction Description Payment Amount

EXEMP/OUT OF CO	15.00	JEFFERSON COUNTY GENERAL FUND
	15.00	

FILED  
IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY, PENNSYLVANIA

103 FEB 18 PM 4 08

CIVIL DIVISION

J. A. S. CLIST  
PRO. & CLERK OF COURTS

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION,

Plaintiff,

No. 119-2003-CJ

vs.

SUPERIOR MACHINING, INC., f/k/a  
TRU-DIE AND TOOL OF DUBOIS, INC.;  
and DAVID J. AIELLO,

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  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

DIRECT DIAL: (412) 456-8102

BERNSTEIN FILE NO. G0030384

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

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION,

Plaintiff,

vs.

Civil Action No. 119-2003 C.D.

SUPERIOR MACHINING, INC., f/k/a  
TRU-DIE AND TOOL OF DUBOIS, INC.;  
and DAVID J. AIELLO,

Defendants.

COMPLAINT IN CONFESSION OF JUDGMENT

1. Plaintiff North Central Pennsylvania Regional Planning and Development Commission ("North Central") is a non-profit corporation maintaining principal offices at 651 Montmorenci Avenue, Ridgway, Elk County, PA 15853.

2. Defendant Superior Machining, Inc., f/k/a Tru-Die and Tool of DuBois, Inc. ("Superior") is a Pennsylvania corporation with principal offices and place of business at 317 Aspen Way, DuBois, Jefferson County, PA 15801.

3. Defendant David J. Aiello ("Aiello") is an adult individual citizen of Pennsylvania residing at 115 Treasure Lake, DuBois, Pennsylvania.

4. On March 30, 2000, Superior, in consideration of monies loaned by North Central did execute and deliver to North Central its Note in the amount of \$84,400.00, as more fully shown by a true and correct copy of the Note, which is attached hereto, marked as Exhibit "1" and made a part hereof.

5. The event of default has occurred within the meaning of the Note as a result, inter alia, of the Defendant's failure to have made payments as they became due, as per the Payment Spreadsheet and Notice of Default, true and correct copies of which are attached hereto, marked as Exhibits "2" and "3" respectively and made a part hereof.

6. All notice requirements have been fulfilled and the Note has been accelerated.
7. The Note has not been assigned, North Central remaining the holder of the Note.
8. To induce entry into the Note and the making of the loan by North Central, David J. Aiello, individually, ("Aiello") executed and delivered to North Central his Guaranty and Suretyship Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "4" and made a part hereof.
9. Aiello Trust has defaulted under its obligations under the Guaranty and Surety Agreement by failing to pay sums due as aforesaid.
10. On the 4<sup>th</sup> day of February, 2003, written notice was sent to Aiello of his default in payment under the Guaranty and Suretyship Agreement as shown by a true and correct copy of the Notice attached and marked as Exhibit "3".
11. The Guaranty and Suretyship Agreement has not been assigned and the Plaintiff North Central remains holder of the Guaranty and Suretyship Agreement.
12. The Security Agreement that was executed and delivered by Tru-Die, attached as Exhibit "5".
13. Judgment has not been entered on the Note or on the Guaranty and Suretyship Agreement against the Defendants in this or any other jurisdiction.
14. The amount due from the Defendants to Plaintiff, for which Judgment is authorized, as of January 2, 2003, amounts to the principal balance of \$48,938.19, plus accrued interest of \$1,107.23 for a total of \$50,045.42, plus in the case of Superior, an attorneys' fee equal to 10% of said amounts, and in the case of the David J. Aiello, an attorneys' fee equal to 4% of said amounts.
15. Judgment is not being entered by Confession against a natural person in connection with a consumer transaction, for the underlying transactions, as evidenced in part by the foregoing exhibits, is a commercial transaction.

**COUNT I – AGAINST SUPERIOR ON NOTE**

16. Plaintiff North Central incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

WHEREFORE, Plaintiff North Central demands Judgment be entered in its favor and against Defendant Superior Machining, Inc., f/k/a Tru-Die and Tool of DuBois, Inc. for \$50,049.96, plus costs and interest at the contractual rate from and after January 10, 2003, as provided in the Note at Exhibit "1".

**COUNT II – GUARANTY AND SURETYSHIP AGREEMENT OF DAVID J. AIELLO**

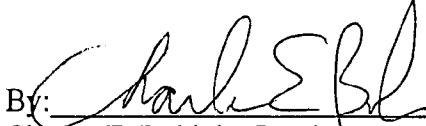
17. Plaintiff North Central incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

WHEREFORE, Plaintiff North Central demands Judgment be entered in its favor and against the Defendant David J. Aiello in the amount of \$52,051.23 plus costs and interest at the contractual rate from on and after January 30, 2003, as provided in the Guaranty and Suretyship Agreement at Exhibit "4".

Respectfully submitted,

BERNSTEIN LAW FIRM, P.C.

Dated: 2-13-3

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

BERNSTEIN FILE NO. G0030384

## CONFSSION

Pursuant to the authority contained in the warrant of attorney, a copy of which is attached to the Complaint on Count I against Superior Machining, Inc., f/k/a Tru-Die Tool of DuBois, Inc. on the Note filed in this action, I hereby appear for the Defendant Superior Machining, Inc., f/k/a Tru-Die and Tool of DuBois, Inc. and confess judgment in favor of the Plaintiff and against the Defendant Superior Machining, Inc., f/k/a Tru-Die Tool of DuBois, Inc. as follows:

Unpaid Principal Balance	\$48,938.19
Interest to 1/29/03	\$ 1,107.23
Attorneys' fees of 10%	<u>\$ 5,004.54</u>
<b>TOTAL</b>	<b>\$55,049.96</b>

plus costs and interest (at the contractual rate of 4.5%) from and after January 30, 2003.



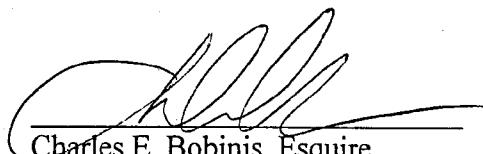
Charles E. Bobinis, Esquire  
Attorney for Defendant  
Superior Machining, Inc., f/k/a  
Tru-Die and Tool of DuBois, Inc.  
Pro hac vice

## CONFESSiON

Pursuant to the authority contained in the warrant of attorney, a copy of which is attached to the Complaint on Count II against David J. Aiello on the Guaranty and Suretyship Agreement filed in this action, I hereby appear for the Defendant David J. Aiello and confess judgment in favor of the Plaintiff and against the Defendant David J. Aiello as follows:

Unpaid Principal Balance	\$48,938.19
Interest to 1/29/03	\$ 1,107.23
Attorneys' fees of 4%	<u>\$ 2,005.81</u>
TOTAL	\$52,051.23

plus costs and interest (at the contractual rate of 4.5%) from and after January 30, 2003.



Charles E. Bobinis, Esquire  
Attorney for Defendant  
David J. Aiello  
Pro hac vice

NOTE

\$84,400.00

Ridgway, Pennsylvania

March 30, 2000

FOR VALUE RECEIVED, TRU-DIE & TOOL, INC. OF DUBOIS, PA, with a mailing address of 317 Aspen Way, DuBois, (Clearfield County), Pennsylvania, 15801 (hereinafter called "the Undersigned), promises to pay to the order of NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION, a Pennsylvania non-profit corporation with offices at 651 Montmorenci Avenue, Ridgway, 15853, its successors and assigns, in lawful money of the United States of America, the sum of EIGHTY-FOUR THOUSAND FOUR HUNDRED AND 00/100 (\$84,400.00), and any additional monies loaned or advanced by any holder hereof as hereinafter provided, as follows:

For a period of five (5) years with interest at the rate of Four and One-Half Percent (4.5%) per annum on the unpaid balance until paid; said principal sum and interest to be paid in monthly installments of \$ 1,573.48 each commencing on the 1st day of May, 2000 and thereafter on the 1st day of each month until the principal and interest are fully paid. Said monthly payments shall be applied first to interest and the balance of the payment to principal with the privilege of the Undersigned at its option to pay the debt in full or in an amount equal to one or more of the monthly payments on the 1st day of any month prior to maturity; and further provided that all principal and interest shall be paid in full on or before April 1 2005 the date of maturity; and any balance of principal or interest remaining unpaid on April 1, 2005, shall become due and payable on said date; and in addition thereto, in the event any payment provided for herein shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding four (4%) percent of any such overdue payment as compensation for the additional services resulting from the default; all payments to be made at North Central Pennsylvania Regional Planning and Development Commission, 651 Montmorenci Avenue, Ridgway, PA 15853, or elsewhere as shall be directed by any holder hereof.

This Note shall evidence and be security for any future loans or advances that may be made to or on behalf of the Undersigned by any holder hereof at any time or times hereafter and intended by the Undersigned and the then holder to be so evidenced and secured, as well as any sums paid by any holder hereof pursuant to the terms hereof, and any such loans, advances or payments shall be added to and shall bear interest at the same rate as the principal debt.

It is understood by the Borrower that failure to create the number of full-time employment opportunities within three years of the loan as specified in the application, shall cause the interest rate to be increased to 2.0% greater than the current prime rate of interest, unless North Central waives the penalty. The penalty will be waived if it is deemed the failure was due to circumstances beyond the control of the enterprise. North Central will use the current maximum prime rate as published in the Wall Street Journal.

In case default be made for the space of thirty (30) days in the payment of any installment of principal and interest, or in the performance by the Undersigned of any of the other obligations of this Note, the entire unpaid

balance of the principal debt, additional loans or advances, and all other sums paid by any holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note, together with unpaid interest thereon, shall at the option of the holder and without notice become immediately due and payable, and one or more executions may forthwith issue on any judgment or judgments obtained by virtue hereof; and no failure on the part of any holder hereof to exercise any of the rights hereunder shall be deemed a waiver of any such rights or of any default hereunder.

The Undersigned hereby empowers any attorney of any court of record within the United States or elsewhere to appear for the Undersigned, and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder hereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances and all other sums paid by the holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note, together with unpaid interest thereon, costs of suit and an attorney's commission for collection of ten percent (10%) of the total indebtedness or \$200.00, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith upon failure to comply with any of the terms and conditions of this Note.

The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time for 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 is now or hereafter may be exempted by law.

The obligation shall bind the Undersigned and the Undersigned's heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the payee hereof and its successors and assigns. If this Note is executed by one or more persons, the undertakings and liability of each shall be joint and several.

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

TRU-DIE & TOOL, INC. OF DUBOIS, PA

Attest:

Beth Nelle Golleback  
Secretary

By: Francis B. Golleback  
President

(corporate seal)

Date: 01-28-2003

From:

Phone :

To: TRU DIE & TOOL OF DUBOIS INC Phone: (814) 372-2270  
317 ASPEN WAY  
DUBOIS PA 15801

Re: Payoff of Loan# 7096

Payoff Date	01/29/03
Last Payment Date	08/01/02
Maturity Date	04/01/05
Annual Interest Rate	4.5000%
Daily Interest Rate	0.0125%
Daily Interest Amount	6.117274
Principal Balance	48938.19
Accrued Interest (current)	1107.23
<hr/>	
Total Due	50045.42

\*\* Days to payoff 181

**EXHIBIT 2.**

## LOAN TRANSACTION HISTORY

7096 TRU DIE & TOOL OF DUBOIS INC  
 317 ASPEN WAY  
 DUBOIS PA 15801

01-28-2003 13:27:00  
 Page: 1

Trans Dt	Through	Disbursed	Repayment	Principal	Interest	Serv Fees	Penalties	Escrow #1	Escrow #2	Othr/Spec	Balance \$	Accrd Int
03/30/00	04/01/00	84400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84400.00	0.00
05/04/00	05/01/00	0.00	1573.48	1256.98	316.50	0.00	0.00	0.00	0.00	0.00	83143.02	0.00
06/06/00	06/01/00	0.00	1573.48	1261.69	311.79	0.00	0.00	0.00	0.00	0.00	81881.33	0.00
07/07/00	07/01/00	0.00	1573.48	1266.43	307.05	0.00	0.00	0.00	0.00	0.00	80614.90	0.00
08/02/00	08/01/00	0.00	1573.48	1271.17	302.31	0.00	0.00	0.00	0.00	0.00	79343.73	0.00
09/06/00	09/01/00	0.00	1573.48	1275.94	297.54	0.00	0.00	0.00	0.00	0.00	78067.79	0.00
10/12/00	10/01/00	0.00	1573.48	1261.06	292.75	0.00	19.67	0.00	0.00	0.00	76806.73	0.00
11/02/00	11/01/00	0.00	1573.48	1285.45	288.03	0.00	0.00	0.00	0.00	0.00	75521.28	0.00
12/05/00	12/01/00	0.00	1573.48	1290.28	283.20	0.00	0.00	0.00	0.00	0.00	74231.00	0.00
This year		84400.00	12587.84	10169.00	2399.17	0.00	19.67	0.00	0.00	0.00	74231.00	0.00
01/09/01	01/01/01	0.00	1573.48	1295.11	278.37	0.00	0.00	0.00	0.00	0.00	72935.89	0.00
02/12/01	02/01/01	0.00	1573.48	1299.97	273.51	0.00	0.00	0.00	0.00	0.00	71635.92	0.00
04/16/01	03/01/01	0.00	1593.15	1304.85	268.63	0.00	19.67	0.00	0.00	0.00	70331.07	0.00
05/14/01	04/01/01	0.00	1573.48	1270.40	263.74	0.00	39.34	0.00	0.00	0.00	69060.67	0.00
05/14/01	03/01/01	0.00	-1573.48	-1270.40	-263.74	0.00	-39.34	0.00	0.00	0.00	70331.07	0.00
05/14/01	04/01/01	0.00	1573.48	1290.07	263.74	0.00	19.67	0.00	0.00	0.00	69041.00	0.00
07/06/01	05/01/01	0.00	1593.15	1314.58	258.90	0.00	19.67	0.00	0.00	0.00	67726.42	0.00
07/26/01	06/01/01	0.00	1593.15	1319.51	253.97	0.00	19.67	0.00	0.00	0.00	66406.91	0.00
10/29/01	07/01/01	0.00	1593.15	1324.45	249.03	0.00	19.67	0.00	0.00	0.00	65082.46	0.00
11/29/01	08/01/01	0.00	1593.15	1329.42	244.06	0.00	19.67	0.00	0.00	0.00	63753.04	0.00
This year		0.00	12686.19	10477.96	2090.21	0.00	118.02	0.00	0.00	0.00	63753.04	0.00
01/02/02	09/01/01	0.00	1593.15	1334.41	239.07	0.00	19.67	0.00	0.00	0.00	62418.63	0.00
01/25/02	10/01/01	0.00	1573.48	1319.74	234.07	0.00	19.67	0.00	0.00	0.00	61098.89	0.00
02/05/02	11/01/01	0.00	1573.48	1324.69	229.12	0.00	19.67	0.00	0.00	0.00	59774.20	0.00
03/13/02	12/01/01	0.00	1573.48	1329.66	224.15	0.00	19.67	0.00	0.00	0.00	58444.54	0.00
07/26/02	01/01/02	0.00	1573.48	1334.64	219.17	0.00	19.67	0.00	0.00	0.00	57109.90	0.00
07/26/02	02/01/02	0.00	1573.48	1339.65	214.16	0.00	19.67	0.00	0.00	0.00	55770.25	0.00
08/08/02	03/01/02	0.00	1573.48	1344.67	209.14	0.00	19.67	0.00	0.00	0.00	54425.58	0.00
08/19/02	04/01/02	0.00	1573.48	1349.71	204.10	0.00	19.67	0.00	0.00	0.00	53075.87	0.00
08/19/02	05/01/02	0.00	1573.48	1354.78	199.03	0.00	19.67	0.00	0.00	0.00	51721.09	0.00
12/12/02	06/01/02	0.00	1573.48	1359.86	193.95	0.00	19.67	0.00	0.00	0.00	50361.23	0.00
This year		0.00	15754.47	13391.81	2165.96	0.00	196.70	0.00	0.00	0.00	50361.23	0.00
01/29/03	07/01/02	0.00	1573.48	38.27	1397.52	0.00	137.69	0.00	0.00	0.00	50322.96	0.00
01/29/03	08/01/02	0.00	1573.48	1384.77	188.71	0.00	0.00	0.00	0.00	0.00	48938.19	0.00
This year		0.00	3146.96	1423.04	1586.23	0.00	137.69	0.00	0.00	0.00	48938.19	0.00
Loan totals		84400.00	44175.46	35461.81	8241.57	0.00	472.08	0.00	0.00	0.00	48938.19	0.00

**FAXED**  
2/4/03

Charles E Bobinis

02/04/03 02:34 PM

To: Miki@18143722274

cc:

Subject: North Central Pennsylvania Regional Planning and Development  
Commission v. Superior Machining, Inc. f/k/a Tru-Die and Tool of  
DuBois, Inc. and David J. Aiello, Surety  
Bernstein File #G30384

You have not responded to my fax of yesterday. This will confirm that with Application of your January 7, 2003 payment, Superior Machining and Mr. Aiello are still in arrears for payments due since September 1, 2002.

The balance due per the January 28th Payoff Statement and Loan History attached, amounts to \$50,045.42. Failure to pay this sum within 10 days will result in the entry of judgment by confession against Superior Machining, Inc. and Mr. Aiello for the amount due, plus counsel fees and costs authorized under the warrants.

cc:Mr. David J. Aiello  
115 Treasure Lake  
DuBois, Pa. 15801

---

**Charles E. Bobinis, Esq. - Bernstein Law Firm, P.C.**  
Suite 2200 Gulf Tower - Pittsburgh, PA 15219  
Direct Phone - 412-456-8102  
Direct Fax - 412-456-8266  
cbobinis@bernsteinlaw.com- <http://www.bernsteinlaw.com/>  
Board Certified - Creditors' Rights by the American Board of Certification

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.

U.S. POSTAL SERVICE		<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From: Bernstein Law Firm, P.C. Suite 2200 Gulf Tower Pittsburgh, PA 15219 (412) 456-8100			
One piece of ordinary mail addressed to: <i>David J. Aiello</i> <i>115 Treasure Lake</i> <i>DuBois, PA 15801</i>			

U.S. POSTAGE  
P.B. 2211391  
9882 \$ 00  
2547 900 GRAM  
MAILED  
PITTSBURGH ZIP CODE  
JAN 2003  
15222

Date: 01-28-2003

From:

Phone:

To: TRU DIE & TOOL OF DUBOIS INC Phone: (814) 372-2270  
317 ASPEN WAY  
DUBOIS PA 15801

Re: Payoff of Loan# 7096

Payoff Date	01/29/03
Last Payment Date	08/01/02
Maturity Date	04/01/05

Annual Interest Rate	4.5000%
Daily Interest Rate	0.0125%
Daily Interest Amount	6.117274

Principal Balance 48938.19  
Accrued Interest (current) 1107.23

Total Due 50045.42

## \*\* Days to payoff 181

## LOAN TRANSACTION HISTORY

7096 TRU DIE & TOOL OF DUBOIS INC  
 317 ASPEN WAY  
 DUBOIS PA 15801

01-28-2003 13:27:00  
 Page: 1

Trans Dt	Through	Disbursed	Repayment	Principal	Interest	Serv Fees	Penalties	Escrow #1	Escrow #2	Othr/Spec	Balance \$	Accrd Int
03/30/00	04/01/00	84400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84400.00	0.00
05/04/00	05/01/00	0.00	1573.48	1256.98	316.50	0.00	0.00	0.00	0.00	0.00	83143.02	0.00
06/06/00	06/01/00	0.00	1573.48	1261.69	311.79	0.00	0.00	0.00	0.00	0.00	81881.33	0.00
07/07/00	07/01/00	0.00	1573.48	1266.43	307.05	0.00	0.00	0.00	0.00	0.00	80614.90	0.00
08/02/00	08/01/00	0.00	1573.48	1271.17	302.31	0.00	0.00	0.00	0.00	0.00	79343.73	0.00
09/06/00	09/01/00	0.00	1573.48	1275.94	297.54	0.00	0.00	0.00	0.00	0.00	78067.79	0.00
10/12/00	10/01/00	0.00	1573.48	1261.06	292.75	0.00	19.67	0.00	0.00	0.00	76806.73	0.00
11/02/00	11/01/00	0.00	1573.48	1285.45	288.03	0.00	0.00	0.00	0.00	0.00	75521.28	0.00
12/05/00	12/01/00	0.00	1573.48	1290.28	283.20	0.00	0.00	0.00	0.00	0.00	74231.00	0.00
This year		84400.00	12587.84	10169.00	2399.17	0.00	19.67	0.00	0.00	0.00	74231.00	0.00
01/09/01	01/01/01	0.00	1573.48	1295.11	278.37	0.00	0.00	0.00	0.00	0.00	72935.89	0.00
02/12/01	02/01/01	0.00	1573.48	1299.97	273.51	0.00	0.00	0.00	0.00	0.00	71635.92	0.00
04/16/01	03/01/01	0.00	1593.15	1304.85	268.63	0.00	19.67	0.00	0.00	0.00	70331.07	0.00
05/14/01	04/01/01	0.00	1573.48	1270.40	263.74	0.00	39.34	0.00	0.00	0.00	69060.67	0.00
05/14/01	03/01/01	0.00	-1573.48	-1270.40	-263.74	0.00	-39.34	0.00	0.00	0.00	70331.07	0.00
05/14/01	04/01/01	0.00	1573.48	1290.07	263.74	0.00	19.67	0.00	0.00	0.00	69041.00	0.00
07/06/01	05/01/01	0.00	1593.15	1314.58	258.90	0.00	19.67	0.00	0.00	0.00	67726.42	0.00
07/26/01	06/01/01	0.00	1593.15	1319.51	253.97	0.00	19.67	0.00	0.00	0.00	66406.91	0.00
10/29/01	07/01/01	0.00	1593.15	1324.45	249.03	0.00	19.67	0.00	0.00	0.00	65082.46	0.00
11/29/01	08/01/01	0.00	1593.15	1329.42	244.06	0.00	19.67	0.00	0.00	0.00	63753.04	0.00
This year		0.00	12686.19	10477.96	2090.21	0.00	118.02	0.00	0.00	0.00	63753.04	0.00
01/02/02	09/01/01	0.00	1593.15	1334.41	239.07	0.00	19.67	0.00	0.00	0.00	62418.63	0.00
01/25/02	10/01/01	0.00	1573.48	1319.74	234.07	0.00	19.67	0.00	0.00	0.00	61098.89	0.00
02/05/02	11/01/01	0.00	1573.48	1324.69	229.12	0.00	19.67	0.00	0.00	0.00	59774.20	0.00
03/13/02	12/01/01	0.00	1573.48	1329.66	224.15	0.00	19.67	0.00	0.00	0.00	58444.54	0.00
07/26/02	01/01/02	0.00	1573.48	1334.64	219.17	0.00	19.67	0.00	0.00	0.00	57109.90	0.00
07/26/02	02/01/02	0.00	1573.48	1339.65	214.16	0.00	19.67	0.00	0.00	0.00	55770.25	0.00
08/08/02	03/01/02	0.00	1573.48	1344.67	209.14	0.00	19.67	0.00	0.00	0.00	54425.58	0.00
08/19/02	04/01/02	0.00	1573.48	1349.71	204.10	0.00	19.67	0.00	0.00	0.00	53075.87	0.00
08/19/02	05/01/02	0.00	1573.48	1354.78	199.03	0.00	19.67	0.00	0.00	0.00	51721.09	0.00
12/12/02	06/01/02	0.00	1573.48	1359.86	193.95	0.00	19.67	0.00	0.00	0.00	50361.23	0.00
This year		0.00	15754.47	13391.81	2165.96	0.00	196.70	0.00	0.00	0.00	50361.23	0.00
01/29/03	07/01/02	0.00	1573.48	38.27	1397.52	0.00	137.69	0.00	0.00	0.00	50322.96	0.00
01/29/03	08/01/02	0.00	1573.48	1384.77	188.71	0.00	0.00	0.00	0.00	0.00	48938.19	0.00
This year		0.00	3146.96	1423.04	1586.23	0.00	137.69	0.00	0.00	0.00	48938.19	0.00
Loan totals		84400.00	44175.46	35461.81	8241.57	0.00	472.08	0.00	0.00	0.00	48938.19	0.00

TRANSMISSION VERIFICATION REPORT

TIME : 02/04/2003 14:58  
NAME : BERNSTEIN LAW FIRM  
FAX : 4124568135  
TEL : 4124568100  
SER. #: BR0E2N347438

DATE, TIME	02/04 14:58
FAX NO./NAME	18143722274
DURATION	00:01:43
PAGE(S)	03
RESULT	OK
MODE	STANDARD

GUARANTY AND SURETYSHIP AGREEMENT

FOR VALUE RECEIVED and intending to be legally bound the Undersigned do hereby unconditionally guarantee and become sureties for the due and punctual payment of principal of and interest on the within Note as and when each said installment shall respectively become due and payable in accordance with the terms thereof, whether at maturity or by declaration, acceleration or otherwise, as well as all additional loans or advances and all other sums paid by any holder of said Note to or on behalf of the maker thereof pursuant to the terms of said Note.

The Undersigned hereby waive any presentment for payment, notice of nonpayment, demand or protest, declare that this obligation is absolute and unconditional, and agree that it shall not be released by any extension of time for payment or by any other matter or thing whatsoever whereby the Undersigned as absolute guarantors and sureties otherwise would or might be released.

In case default be made for the space of thirty (30) days in the payment of any sums due under said Note, and only after ten (10) days' written notice to the Undersigned, the Undersigned hereby empower any attorney acting in good faith, of any court of record within the United States of America or elsewhere to appear for the Undersigned, and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder thereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances and all other sums paid by any holder thereof to or on behalf of the maker of said Note pursuant to the terms thereof, together with interest thereon, costs of suit and an attorney's commission for collection of four percent (4%) of the total indebtedness or \$200.00, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith. The Undersigned hereby forever waive and release all errors in said proceedings, waive stay of execution, the right of inquisition and extension of time payment, agree to condemnation of any property levied upon by virtue of any such extension, and waive all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

These presents shall bind the Undersigned and the Undersigned's heirs, executors, administrators and assigns, and the benefits hereof shall inure to the payee of said Note, its successors and assigns, if executed by more than one person, this obligation and the undertakings hereunder shall be joint and several.

WITNESS the due execution thereof this 30<sup>th</sup> day of March, 2000.

TRU-DIE & TOOL, INC. OF DUBOIS, PA

By: Francis Cebulsky

Attest:

Ben Aiello  
Secretary

(Corporate Seal)

GUARANTOR

David J Aiello  
David J. Aiello

**SECURITY AGREEMENT**

TRU-DIE & TOOL, INC. OF DUBOIS, PA, of 317 Aspen Way, DuBois, (Clearfield County), Pennsylvania, 15801 (hereinafter called "Obligor"), intending to be legally bound, agrees that:

NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION, a Pennsylvania non-profit corporation with offices at 651 Montmorenci Avenue, Ridgway, Pennsylvania (hereinafter called "Secured Party"), will have a security interest in: machinery and equipment as set forth in Exhibit "A" which is attached hereto and made a part hereof, together with all parts, fittings, accessories, attachments, renewals and replacements of all or any part thereof, and all of the property of the same class, now owned or hereafter acquired by Obligor (hereinafter called "Collateral"), to secure (i) the payment of a Collateral Note(s) dated March 30, 2000, executed and delivered herewith by Obligor to Secured Party in the total amount of \$84,400.00, payable as to principal and interest as therein provided; (ii) further advances, to be evidenced by like note(s), to be made by Secured Party to Obligor at Secured Party's option; (iii) all other liabilities of any kind due or to become due or which may be hereafter contracted or acquired, of each Obligor (including each Obligor and any other persons) to Secured Party; and (iv) performance by Obligor of the agreements hereinafter set forth.

This security interest is granted to Secured Party in consideration of a loan made to Obligor and the proceeds of the loan will be used to acquire the Collateral and for no other purpose.

This Collateral is personal property and it is intended that it will remain personal property and will not become, or be deemed, so affixed or related to realty as to be a part thereof. The Collateral is located at Tru-Die & Tool, Inc. of DuBois, PA, of 317 Aspen Way, DuBois, PA 15801, which is Obligor's principal place of business.

**OBLIGOR WARRANTS:** (a) Obligor is the buyer or the owner of the collateral free and clear of all liens and security interest, except for the prior lien of North Central; (b) Obligor has the right to make this agreement; and (c) the Collateral is used or bought for use primarily for business purposes.

OBLIGOR AGREES that it:

(1) Will pay Secured Party all amounts payable on the Note(s) mentioned above and all other notes held by Secured Party as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, and will perform all terms of said Note(s) and this or any other security or loan agreement between Obligor and Secured Party.

(2) Will pay as part of the debt hereby secured all amounts, with interest thereon, paid by Secured Party (a) for taxes, levies, insurance, repairs to, or maintenance of the Collateral, and (b) in taking possession of, disposing of or preserving the Collateral after any default.

**EXHIBIT 5**

(3) Will keep the Collateral in good condition and repair, reasonable wear and tear excepted.

(4) Will not permit any of the Collateral to be used primarily for purposes other than business purposes or to be removed from the above-mentioned location without the prior written consent of the Secured Party.

(5) Will permit Secured Party and its agents to inspect the Collateral at any time and will immediately advise Secured Party in writing of any change in any of Obligor's places of business, or the opening of any new place of business.

(6) Will maintain insurance satisfactory to Secured Party upon the Collateral, with provision for payment of losses to Secured Party as its interest may appear, and will upon request of Secured Party deliver all policies for such insurance or evidence thereof to Secured Party.

(7) Will defend the Collateral against the claims and demands of all persons.

(8) Will not (a) permit any liens or security interests to attach to any of the Collateral; (b) permit any of the Collateral to be levied upon under any legal process; (c) dispose of any of the Collateral without the prior written consent of Secured Party; (d) permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this agreement; or (e) permit the Collateral to be so affixed or related to realty as to be a part thereof, or to become an accession to other property; and

(9) Will obtain, on demand by Secured Party, a release of any claim to an interest in the Collateral from any mortgagee of the premises on which it is located, or may hereafter be located, and a waiver of any right of distraint against the Collateral from any landlord of such premises.

UNTIL DEFAULT, Obligor may retain possession of the Collateral and use it in any lawful manner not inconsistent with the agreements herein, or with the terms and conditions of any policy of insurance thereon.

IN THE EVENT OF DEFAULT by the Obligor in the performance of any covenant or agreement herein, or in the discharge of any liability to Secured Party, or in the event that any warranty should prove untrue, Secured Party will have all of the rights and remedies of a Secured Party under the Uniform Commercial Code or other applicable law and all rights provided herein, in the notes mentioned above, or in any other applicable security or loan agreement, all of which rights and remedies will, to the full extent permitted by law, be cumulative. The waiver of any default hereunder will not be a waiver of any subsequent default.

All rights of Secured Party hereunder will inure to the benefit of its successors and assigns, and all obligations of Obligor will bind its heirs, executors, administrators, successors and assigns. If there be more than one Obligor, their obligations hereunder will be joint and several.

IN WITNESS WHEREOF, Obligor and Secured Party have executed this agreement  
this 30<sup>th</sup> day of MARCH, 2000.

TRU-DIE & TOOL, INC. OF DUBOIS, PA

Attest:

By:

Beth Nelle Goldman  
Secretary

corporate seal

NORTH CENTRAL PENNSYLVANIA REGIONAL  
PLANNING AND DEVELOPMENT COMMISSION

By:

Ronald W. Kulek  
Ronald W. Kulek, Executive Director

ATTEST:

Carole Harshbarger  
Carole Harshbarger, Secretary

CORPORATE SEAL

EXHIBIT A

- I. One (1) Topper TMV-400 Drilling & Tapping Center, ME-8055; together with all attachments thereto or replacements thereof.
- II. All machinery and equipment, furniture, fixtures, accounts receivable and inventory; together with all attachments thereto and/or replacements thereof.

**CERTIFICATE OF ADDRESS**

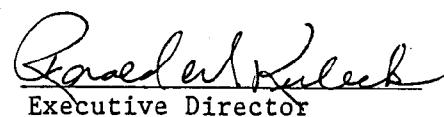
I hereby certify that the precise address of Plaintiff is 651 Montmorenci Avenue, Ridgway, PA 15853.

I further certify that the last known address of the Defendant Tru-Die and Tool of DuBois, Inc. is 317 Aspen Way, DuBois, PA 15801.

I further certify that the last known address of the Defendant David J. Aiello is 115 Treasure Lake, DuBois, PA 15801.

I further certify that the underlying transaction, as evidenced in part by Exhibit "A" attached hereto, is a commercial transaction.

Dated: January 29, 2003

  
Ronald R. Kuleck  
Executive Director

**VERIFICATION**

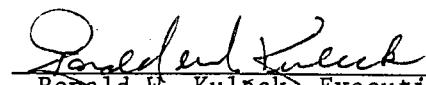
The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.



Ronald W. Kuleck, Executive Director

**AFFIDAVIT OF NON-CONSUMER CREDIT TRANSACTION**

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities, that the judgment is not being entered by confession against a natural person in connection with a consumer credit transaction. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

  
Ronald W. Kuleck, Executive Director

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

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION

CC-11

Plaintiff,

vs.

Civil Action No. 03-374-CD

SUPERIOR MACHINING, INC., f/k/a  
TRU-DIE AND TOOL OF DUBOIS, INC.;  
and DAVID J. AIELLO,

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 3-17-03.

Assumpsit Judgment in the amount  
of \$52,051.23 plus costs.

Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

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.

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  
CIVIL DIVISION

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION

CC-1

Plaintiff,

vs.

Civil Action No. 03-374-CD

SUPERIOR MACHINING, INC., f/k/a  
TRU-DIE AND TOOL OF DUBOIS, INC.;  
and DAVID J. AIELLO,

Defendants.

NOTICE OF JUDGMENT OR ORDER

TO:  Plaintiff  
 Defendant  
 Garnishee

You are hereby notified that the  
following Order or Judgment was  
entered against you on 3-17-03.

Assumpsit Judgment in the amount  
of \$55,049.96 plus costs.

Trespass Judgment in the amount  
of \$ \_\_\_\_\_ plus costs.

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.

Entry of Judgment of  
 Court Order  
 Non-Pros  
 Confession  
 Default  
 Verdict  
 Arbitration Award

Superior Machining, Inc., f/k/a  
Tru-Die and Tool of DuBois, Inc.  
317 Aspen Way  
DuBois, PA 15801

Prothonotary

By: \_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

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

North Central Pennsylvania Regional  
Planning and Development Commission  
Plaintiff(s)

No.: 2003-00374-CD

Real Debt: \$55,049.96 against Superior  
Machining, Inc. f/k/a True-Die and Tool of  
DuBois, Inc. and \$52,051.23 against David J.  
Aiello

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Superior Machining, Inc., f/k/a  
Tru-Die and Tool of DuBois, Inc.  
and David J. Aiello  
Defendant(s)

Entry: \$20.00

Instrument: Transfer Judgment

Date of Entry: March 17, 2003

Expires: March 17, 2008

Certified from the record this 17th day of March, 2003.

---

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

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION,

Plaintiff,

No. 2003-00374-CD

vs.

PRAECLPICE FOR WRIT OF EXECUTION  
UPON A CONFESSED JUDGMENT

SUPERIOR MACHINING, INC., f/k/a  
TRU-DIE AND TOOL OF DUBOIS, INC.  
and DAVID J. AIELLO,

Defendants.

FILED ON BEHALF OF  
Plaintiff

COUNTY NATIONAL BANK,

COUNSEL OF RECORD OF THIS PARTY:

Garnishee.

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. G0030384

EE  
Le Writs to Shiff  
m/10/01 ~~BY~~ Atty pd. 20.00  
OCT 11 2004

Printed on Recycled Paper  
Commonwealth of Pennsylvania Courts

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

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION,

Plaintiff,

vs.

Civil Action No. 2003-00374-CD

SUPERIOR MACHINING, INC., f/k/a  
TRU-DIE AND TOOL OF DUBOIS, INC.  
and DAVID J. AIELLO,

Defendants,

COUNTY NATIONAL BANK,

Garnishee.

**PRAECIPE FOR WRIT OF EXECUTION**  
**UPON A CONFESSED JUDGMENT**

To the Prothonotary:

Issue a writ of execution upon a judgment entered by confession in the above matter,

- (1) directed to the sheriff of Clearfield County; serve 2958.3 and 2737.1 Notices and levy and set sale on personal property at Superior Machining, Inc. f/k/a Tru-Die Tool of Dubois, Inc.
- (2) against Defendants: Superior Machining, Inc.  
f/k/a Tru-Die and Tool of DuBois, Inc.  
317 Aspen Way  
Dubois, PA 15801
- (3) against garnishee: County National Bank  
1 South Second Street  
Clearfield, PA 16830
- (4) and index this writ
- (a) against Superior Machining, Inc. f/k/a Tru-Die and Tool of DuBois, Inc. and David J. Aiello and

(5) Amount due on Count I against Superior Machining, Inc. f/k/a True-Die and Tool of DuBois, Inc. \$55,049.96

Payments (15,538.74)

Interest from 8/1/03 to 9/30/04 \$ 2,807.34

Poundage \$ 846.37

**SUBTOTAL** \$43,164.93

(Costs to be added) \$

(6) Amount due on Count II against David J. Aiello \$52,051.26

Payments (15,538.74)

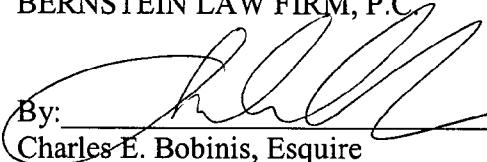
Interest from 8/1/03 to 9/30/04 \$ 2,594.34

Poundage \$ 782.14

**SUBTOTAL** \$39,889.00

(Costs to be added) **Prothonotary costs** \$ 40.00 (total for both counts)

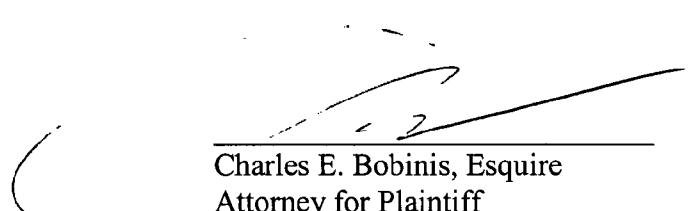
Respectfully submitted,  
BERNSTEIN LAW FIRM, P.C.

By:   
Charles E. Bobinis, Esquire  
Attorney for Plaintiff  
PA I.D. #30665  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8102  
BERNSTEIN FILE NO. G0030384

**CERTIFICATION**

I certify that

- (a) This praecipe is based upon a judgment entered by confession,
- (b) Notice will be served with the writ of execution pursuant to Rule 2958.3, and
- (c) Debtors have defaulted in payment under the attached Repayment Plan and Forbearance Agreement, their last payment being made on October 23, 2003, for that payment due July 1, 2003, and no payment having been made since.



Charles E. Bobinis, Esquire  
Attorney for Plaintiff

Charles E  
Bobinis@BERNSTEIN  
LAW  
02/19/03 10:33 AM

To: Michel Ann Imhof@18143722274@etax  
cc: PBrennen@NCentral.com  
Subject: NCentral v. Superior Machining, Inc. v/k/a Tru-Die & Tool Inc. of DuBois,  
Pennsylvania

Dear Ms. Imhof,

I have relayed to my client the offer of Superior Machining, Inc. (Superior) to commence making "double payments" in an effort to cure the present default in payments under Superior's March 30, 2000, Note, which currently remains in arrears from September 2002, on.

We have entered judgment by confession on the Note pursuant to its terms, but are willing to withhold execution proceedings on the judgment so long as the following conditions are met:

1/ The surety, David J. Alilio, must consent in writing to the repayment accommodation, and can do so by signing below, and returning a signed copy of this document to me;

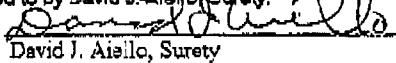
2/ Superior's "double payments" must be delivered to NorthCentral by the stated date, including grace, (the first of the month, plus the 10 day grace period) i.e. the 10th day of each consecutive month, beginning March 10th, 2003, time being of the essence;

3/ By agreeing to withhold execution proceedings on this judgment so long as the above conditions are met, NorthCentral is not impaired from preparing its right to execute, including service of Rule 2958 notices upon the debtors, nor from transferring the judgment from county to county, as NorthCentral sees fit in its sole discretion, to prepare for execution, should that become necessary.

This extension should permit Superior sufficient additional time to get its affairs in order, and satisfy this indebtedness without the pain of execution proceedings or bankruptcy.

Thank you for your kind professional assistance in this matter.

Consented to by David J. Alilio, Surety.

  
David J. Alilio, Surety

---

Charles E. Bobinis, Esq. - Bernstein Law Firm, P.C.  
Suite 2200 Gulf Tower - Pittsburgh, PA 15219  
Direct Phone - 412-456-8102  
Direct Fax - 412-456-8266  
cbobinis@bernsteinlaw.com- <http://www.bernsteinlaw.com/>  
Board Certified - Creditors' Rights by the American Board of Certification

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.

PONTZER & PONTZER  
ATTORNEYS AT LAW

220 CENTER STREET  
RIDGWAY, PENNSYLVANIA 15853

814-773-3108  
FAX 814-773-3109

NORBERT J. PONTZER  
DAVID S. PONTZER

N. T. ARNOLD (1857-1906)  
WILLIAM W. BARBOUR (1863-1943)  
ROBERT F. PONTZER (1904-1979)

## FAX TRANSMITTAL

### **IMPORTANT NOTICE**

This message is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, and exempt from disclosure under law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone (collect) and return the original message to us at the above address via the United States Postal Service. Thank you.

DATE: 2-25-03 1-412-456-8266  
TIME: 9:43 AM  
TO: Charles E. Bobonis, Esq.  
FROM: DAVID S. PONTZER, Esq. / Shannon  
RE: WITC Central v. Superior Machining, Inc.  
David J. Diesel

NUMBER OF PAGES SENT (INCLUDING COVER PAGE) 2

IF THERE IS A PROBLEM, PLEASE CONTACT OUR OFFICE AT (814)773-3108

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

North Central Pennsylvania Regional Planning and Development Commission, Plaintiffs

No: 03-374-CD

Superior Machining, Inc. f/k/a Tru-Die and Tool  
of DuBois, Inc. and David J. Aiello, Defendants

## County National Bank, Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due North Central Pennsylvania Regional Planning and Development Commission, Plaintiff (s) from Superior Machining, Inc. f/k/a Tru-Die and Tool of DuBois, Inc. and David J. Aiello, Defendant (s).

(1) You are directed to levy upon the property of the defendant (s) and to sell interest (s) therein:  
Personal Property

(2) You are also directed to attach the property of the defendant (s) not levied upon in the possession of:  
County National Bank  
GARNISHEE (S) as follows:  
and to notify the garnishee (s) that: (a) an attachment has been issued; (b) the garnishee (s) is/are enjoined from paying any debt to or for the account of the defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof;

(3) If property of the defendant (s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

COUNT I against Superior Machining, Inc. f/k/a True-Die and Tool of DuBois, Inc.

AMOUNT DUE:..... \$55,049.96  
INTEREST from 8/1/03 to 9/30/04:.... \$2,807.34  
PAYMENTS:..... (\$15,538.74)  
POUNDAGE:..... \$846.37  
SUBTOTAL:..... \$43,164.93

COUNT II against David J. Aiello

AMOUNT DUE:..... \$52,051.26  
INTEREST from 8/1/03 to 9/30/04:.... \$2,594.34  
PAYMENTS:..... (\$15,538.74)  
POUNDAGE:..... \$782.14  
SUBTOTAL:..... \$39,889.00

PAID: \$40.00

SHERIFF: \$

PROTH COSTS: \$

**OTHER COSTS: \$**

ATTY'S COMM: \$

OTHER COSTS.

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
at \_\_\_\_\_ A M / P M

Sheriff

REQUESTING PARTY NAME:  
Charles E. Bobinis, Esq.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8102

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20009

NO: 03-374-CD

PLAINTIFF: NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION  
vs.

DEFENDANT: SUPERIOR MACHINING, INC., F/K/A TRU-DIE AND TOOL OF DUBOIS, INC. AND DAVID J. AIELLO

Execution PERSONAL PROPERTY / INTERROGATORIES

**SHERIFF RETURN**

DATE RECEIVED WRIT: 10/11/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 03/17/2006

FILED NOCC  
01/11/03 AD  
MAR 17 2006  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

12/10/2004 @ 11:30 AM SERVED SUPERIOR MACHINING INC., F/K/A TRU-DIE AND TOOL  
SERVED SUPERIOR MACHINING, INC., F/K/A DRU-DIE AND TOOL OF DUBOIS, INC., DEFENDANT, AT THE  
BUSINESS 317 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID AIILLO,  
OWNER/CO DEFENDANT  
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF ECECUTION AND BY MAKING KNOWN TO HIM THE CONTENTS TRREOEF.

12/10/2004 @ 11:30 AM SERVED DAVID J. AIILLO  
SERVED DAVID J. AIILLO, DEFENDANT, AT HIS PLACE OF EMPLOYMENT 317 ASPEN WAY, DUBOIS,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID J. AIILLO  
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

12/08/2004 @ SERVED COUNTY NATIONAL BANK  
SERVED, COUNTY NATIONAL BANK, GARNISHEE, BY HANDING TO RACHEL LARSON, AT HER PLACE OF  
EMPLOYMENT COUNTY NATIONAL BANK ONE SOUTH SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY,  
PENNSYLVANIA  
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND BY MAKING  
KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, MARCH 6, 2006 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20009  
NO: 03-374-CD

PLAINTIFF: NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION  
vs.

DEFENDANT: SUPERIOR MACHINING, INC., F/K/A TRU-DIE AND TOOL OF DUBOIS, INC. AND DAVID J. AIELLO

Execution PERSONAL PROPERTY / INTERROGATORIES

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$57.64

SURCHARGE \$50.00 PAID BY ATTORNEY

So Answers,

*Chester Hawkins*  
By *Christina Butler Depphabet*  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

North Central Pennsylvania Regional Planning and Development Commission, Plaintiffs

No: 03-374-CD

Superior Machining, Inc. f/k/a Tru-Die and Tool  
of DuBois, Inc. and David J. Aiello, Defendants

## County National Bank, Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due North Central Pennsylvania Regional Planning and Development Commission, Plaintiff (s) from Superior Machining, Inc. f/k/a Tru-Die and Tool of DuBois, Inc. and David J. Aiello, Defendant (s).

(1) You are directed to levy upon the property of the defendant (s) and to sell interest (s) therein:  
Personal Property

(2) You are also directed to attach the property of the defendant (s) not levied upon in the possession of:  
County National Bank  
GARNISHEE (S) as follows:  
and to notify the garnishee (s) that: (a) an attachment has been issued; (b) the garnishee (s) is/are enjoined from paying any debt to or for the account of the defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof;

(3) If property of the defendant (s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

COUNT I against Superior Machining, Inc. f/k/a True-Die and Tool of DuBois, Inc.

AMOUNT DUE:..... \$55,049.96  
INTEREST from 8/1/03 to 9/30/04:.... \$2,807.34  
PAYMENTS:..... (\$15,538.74)  
POUNDAGE:..... \$846.37  
SUBTOTAL:..... \$43,164.93

**COUNT II against David J. Aiello**

AMOUNT DUE:..... \$52,051.26  
INTEREST from 8/1/03 to 9/30/04:.... \$2,594.34  
PAYMENTS:..... (\$15,538.74)  
POUNDAGE:..... \$782.14  
SUBTOTAL:..... \$39,889.00

PAID: \$40.00

PROTH. COSTS: \$  
ATTY'S COMM: \$

SHERIFF: \$

**OTHER COSTS: \$**

Willi Schan

William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 11th day  
of October A.D. 2004  
at 2:30 A.M./P.M.

REQUESTING PARTY NAME:  
Charles E. Bobinis, Esq.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8102

Chester A. Hawkins Sheriff  
by Cynthia Butler - Augherbaugh

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME SUPERIOR MACHINING INC., F/K/A TRU-DIE AND TOOL

NO. 03-374-CD

NOW, March 16, 2006, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Superior Machining, Inc., F/K/A Tru-Die And Tool Of Dubois, Inc. And David J. Aiello to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	9.00	DEBT-AMOUNT DUE	107,101.22
SERVICE	9.00	INTEREST @ %	0.00
MILEAGE	14.25	FROM TO	
LEVY			
MILEAGE		PROTH SATISFACTION	
POSTING		LATE CHARGES AND FEES	
HANDBILLS		COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	0.39	ATTORNEY COMMISSION	
HANDBILLS		REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	50.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE	18.00	ESCROW DEFICIENCY	
		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	5,401.68
ADD'L MILEAGE	2.00	MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT		TOTAL DEBT AND INTEREST	\$112,650.54
RETURNS/DEPUTIZE			
COPIES	5.00	<b>COSTS:</b>	
		ADVERTISING	0.00
BILLING/PHONE/FAX		TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$57.64</b>	LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	57.64
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	40.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$97.64</b>
		<b>TOTAL COSTS</b>	<b>\$112,650.54</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

5 **FILED** NOCC  
m/11.47 am pd \$7.00  
MAR 14 2011  
AA4

William A. Shaw  
Prothonotary/Clerk of Courts

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

NORTH CENTRAL PENNSYLVANIA	:	Civil Action No. 2003-00374-CD
REGIONAL PLANNING AND	:	
DEVELOPMENT COMMISSION	:	
Plaintiff	:	
vs.	:	
SUPERIOR MACHINING, INC., f/k/a	:	PRAECIPE TO SATISFY
TRU-DIE AND TOOL OF DUBOIS, INC.	:	AND DISCONTINUE
And DAVID J. AIELLO,	:	
Defendants	:	

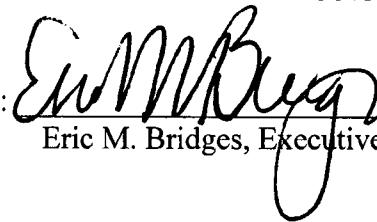
**PRAECIPE TO DISCONTINUE AND SETTLE**

TO THE PROTHONOTARY:

Please mark the above matter discontinued, settled, and satisfied of record.

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION

By:

  
Eric M. Bridges, Executive Director

COPPOLO & COPPOLO



Thomas G. G. Coppolo, Esquire  
Attorney for Plaintiff

Date: 1/28/11